

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Board of Trustees – Regular Meeting –  
September 21, 2010 – 6:00 p.m. – Center for Student Success, Conference Room 217,  
Norco College, 2001 Third Street, Norco, California

AGENDA

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 Heidi Wills at (951) 222-8801 as far in advance of the meeting as possible.

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

- I. Approval of Minutes – Board of Trustees Planning and Operations, Teaching and Learning, Resources, Governance and Facilities Meeting of August 3, 2010  
Regular Meeting of August 17, 2010
  
- II. Chancellor’s Reports
  - A. Communications  
Chancellor will share general information to the Board of Trustees, including federal, state, and local interests and District information.  
**Information Only**
    1. Special Presentation - “Report on Norco College Choir’s Trip to South Africa” – Dr. Brenda Davis, President, Norco College
  
  - B. Second Amended Agreement for Joint Use of Facilities with Alvord Unified School District  
- Recommend approving the agreement for joint use of facilities.  
**Recommended Action: Request for Approval**
  
- III. Student Report
  
- IV. Comments from the Public

V. Consent Items

A. Action

1. Personnel

- Appointments and assignments of academic and classified employees.

a. Academic Personnel

1. Appointments

(a) Management

(b) Contract Faculty (None)

(c) Long-Term, Temporary Faculty (None)

(d) Extra-Curricular Activities, Academic Year 2010-2011

2. Rescind Resignation

3. Salary Reclassifications

4. Requests for Leave Under the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA)

b. Classified Personnel

1. Appointments

(a) Management/Supervisory (None)

(b) Management/Supervisory – Categorically Funded (None)

(c) Classified/Confidential

(d) Classified/Confidential – Categorically Funded

2. Request for Temporary Reduction in Workload

3. Request for Permanent Increase in Workloads

4. Request to Rescind Appointment

5. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)
  6. Non-Continuance of Categorical Funds
  7. Request to Rescind Layoff
  8. Separations
- c. Other Personnel
1. Substitute Assignments
  2. Short-term Positions
  3. Full-Time Students Employed Part-Time and Part-Time Students Employed Part-Time on Work Study
2. Purchase Order and Warrant Report—All District Funds
    - Recommend approving/ratifying the Purchase Orders, Purchase Order Additions, and District Warrant Claims issued by the Business Office.
  3. Budget Adjustments (None)
  4. Bid Awards (None)
  5. Out-of State Travel
    - Recommend approving out-of-state travel requests.
  6. Grants, Contracts and Agreements
    - a. Contracts and Agreements Report Less than \$78,500 – All District Resources
      - Recommend ratifying the listing of the District’s contracts and agreements that are less than \$78,500, pursuant to Public Contract Code Section 20650.
  7. Other Items
    - a. Notices of Completion
      - Recommend accepting listed projects as complete, approving the execution of the Notices of Completion and authorizing their signature.
    - b. Destruction of Records
      - Recommend approving the destruction of records listed.

- c. Surplus Property
  - Recommend declaring listed property as surplus; finding the property does not exceed \$5,000, and authorizing the property be sold on behalf of the District.

**Recommended Action: Request for Approval and Ratification**

B. Information

- 1. CCFS – 311Q – Quarterly Financial Status Report for the Quarter Ended June 30, 2010
  - Information report relative to the District’s financial status for the period ending June 30, 2010.

**Information Only**

VI. Board Committee Reports

A. Planning and Operations Committee

- 1. ADA Transition Plan and ADA Implementation – Phase I
  - Recommend approving the project plan and agreements for construction management multiple prime services and engineering and architectural services.
- 2. Memorandum of Agreement between County of Riverside and Riverside Community College District for facilities at the Ben Clark Public Safety Training Center
  - Recommend approving the agreement to facilitate the establishment of an Education Center to the Moreno Valley College at the Ben Clark Public Safety Training Center.

**Recommended Action: Request for Approval**

B. Teaching and Learning (None)

C. Resources Committee

- 1. Rescission of Approved Dates for the 2010-2011 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates
  - Recommend rescinding approved dates for inspection, public hearing and adoption of the 2010-2011 Budget; recommend approving revised 2010-2011 Budget inspection, public hearing and adoption dates.

**Recommended Action: Request for Approval**

2. Resolution No. 5-10/11 – A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D, and Actions Related Thereto  
- Recommend approving a resolution relative to a proposed issuance of General Obligation Bonds and authorizing the use of the “three-year expenditure rule” option.

**Recommended Action: Request for Approval**

3. Citrus Belt Savings and Loan Gallery, Culinary Arts Academy and District Office Building – Agreement for Construction Management Services  
- Recommend approving construction management multiple prime contracts.

**Recommended Action: Request for Approval**

D. Governance Committee

1. Revised and New Board Policies – Second Reading  
- Recommend approving revised Board Policies 2015, 5410, 5420 and 7200.

**Recommended Action: Request for Approval**

E. Facilities Committee

1. Division of the State Architect Project Closure Presentation/Closeout Project Budget Approval  
- Recommend approving a budget for the project and use of District Measure C funds.

**Recommended Action: Request for Approval**

2. Operations Center Project at the Norco College  
- Recommend approving an amendment for site and building modifications required to revise and reduce the scope of work of the project.

**Recommended Action: Request for Approval**

3. Central Plant Boiler Replacement at the Norco College  
- Recommend approving a tentative project budget and an agreement to provide design engineering services for the project.

**Recommended Action: Request for Approval**

VII. Administrative Reports

A. Vice Chancellors

B. Presidents

VIII. Academic Senate Reports

- A. Moreno Valley College
- B. Norco College
- C. Riverside City College/Riverside Community College District

IX. Bargaining Unit Reports

- A. CTA – California Teachers Association
- B. CSEA – California School Employees Association

X. Business from Board Members

- A. Board members will briefly share information about recent events/conferences they have attended since the last meeting.  
**Information Only**
- B. Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee  
- Recommend receipt of the 2009/10 Annual Report as an information item.  
**Information Only**

XI. Closed Session

- Pursuant to Government Code Section 54957, public employee discipline/dismissal/release.  
**Recommended Action: To be Determined**

XII. Adjournment

MINUTES OF THE BOARD OF TRUSTEES COMMITTEE MEETINGS  
OF AUGUST 3, 2010

President Blumenthal called the Board of Trustees meeting to order at 6:04 p.m., in the Multipurpose Room, RCC Innovative Learning Center, Stokoe Elementary School, 4501 Ambs Drive, Riverside, California.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Mrs. Janet Green  
Mr. Mark Takano  
Ms. Mary Figueroa (arrived at 6:14 p.m.)

Trustees Absent

Mr. Jose Medina  
Mr. Alexis Amor, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Vice Chancellor, Educational Services  
Dr. Brenda Davis, President, Norco College  
Dr. Tom Harris, Acting President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley College  
Ms. Chris Carlson, Chief of Staff

Dr. Travis Gibbs, President, Moreno Valley College  
Academic Senate President, led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Planning and Operations Committee Chair Janet Green convened the meeting at 6:08 p.m. Committee Members in attendance: Ms. Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness; Academic Senate Representatives: Dr. Travis Gibbs (Moreno Valley College), Mr. Lee Nelson (Riverside City College); CTA Representative: Mr. Mike Cluff (Norco College); CSEA Representative: Gustavo Segura; and Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Mr. Henry Bravo.

PLANNING AND OPERATIONS COMMITTEE

Mr. Orin Williams, Associate Vice Chancellor, Facilities Planning, Design and Construction, led the committee review of the CEQA guidelines developed to assist public agencies in processing environmental documents that will be presented to the Board of Trustees for adoption at the August 17<sup>th</sup> regular Board meeting. Discussion followed.

Adoption of California  
Environmental Quality Act  
(CEQA) Guidelines

Mr. Williams led the committee review of these plans and proposals requiring annual approval by the Board of Trustees for submission to the California Community College Chancellor's Office. They will be presented to the

2012-2016 Five-Year Capital  
Construction Plan, Initial Project  
Proposals and Final Project  
Proposals

Board of Trustees for approval at the August 17<sup>th</sup> regular Board meeting. Discussion followed.

Mr. Williams led the committee review of an agreement to provide increased protection for the public's safety that will be presented to the Board for approval on August 17<sup>th</sup>. Discussion followed.

Riverside City College Parking Structure – Agreement with Higginson + Cartozian Architects, Inc.

Mr. Williams led the committee review of the distribution of Measure C funding by project for each of the three colleges and the District that will be presented to the Board for approval on August 17<sup>th</sup>. Discussion followed.

Measure C Bond – Funding Distribution

The committee adjourned the meeting at 6:53 p.m.

Adjournment

Trustee Green convened the Teaching and Learning Committee meeting at 6:55 p.m. Committee members in attendance: Dr. Ray Maghroori, Vice Chancellor, Academic Affairs; Academic Senate Representative: Mr. Sal Soto (Moreno Valley College); CTA Representative: Mr. Michael Cluff (Norco College); CSEA Representatives: Ms. Jonell Guzman and Mr. Gustavo Segura (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Ms. Terry Welker.

TEACHING AND LEARNING COMMITTEE

Dr. Maghroori introduced Dr. Shelagh Camak, Executive Dean, Workforce Development and Student Support Services, who led the committee review of the revised mission statement that reflects minor language changes. Discussion followed and Trustee Green suggested that the reference to career and technical programs be moved to the top of the appropriate sentence prior to presentation for approval to the Board of Trustees at the August 17<sup>th</sup> regular meeting.

Riverside City College Revised Mission Statement

Dr. Maghroori led the committee review of the proposed curricular changes for inclusion in the catalog and in the schedule of class offerings that will be presented for approval on August 17<sup>th</sup>. Discussion followed.

Proposed Curricular Changes

Dr. Maghroori introduced Mr. Mark Mitchell, Director, Tri-Tech Small Business Development Center. Mr. Mitchell reviewed the agreement for the District to serve as the host administrative agent for Tri-Tech's Center that will be presented to the Board for ratification at the August 17<sup>th</sup> regular meeting. Discussion followed.

Subcontract Agreement with Cal State Fullerton Auxiliary Services



Dr. Shelagh Camak led the committee review of the grant agreement to provide funding, fiscal management, and accountability for the District's Child Development Careers WORKS! Program that will be presented to the Board for approval on August 17<sup>th</sup>. Discussion followed.

Grant Agreement with  
Foundation for California  
Community Colleges

Dr. Cordell Briggs, Dean, Public Safety Education and Training, led the committee review of the renewal of an existing agreement for fire technology training and education that will be presented for approval to the Board on August 17<sup>th</sup>. Discussion followed.

Agreement with the County of  
Riverside Fire Department

Dr. Harris led the review of the follow-up report due to the commission by October 15, 2010 that will be presented to the Board for approval on August 17<sup>th</sup>. Discussion followed.

Riverside City College Follow-  
Up Report to Accrediting  
Commission for Community and  
Junior Colleges

Dr. Lisa Conyers, Vice President, Educational Services, Mr. Donald Foster, Associate Professor, Music, and Dr. Monte Perez, President, Moreno Valley College, led the committee review of the follow-up report that will be presented to the Board for approval on August 17<sup>th</sup>. Discussion followed.

Moreno Valley College Follow-  
Up Report to Accrediting  
Commission for Community and  
Junior Colleges

Dr. Maghroori introduced Mr. David Torres, District Dean, Institutional Research, who presented an information report about student multi-campus course taking behavior, and selected measures of student performance for these different enrollment patterns. Discussion followed.

RCCD Multi-Campus Student  
Enrollment

The committee adjourned the meeting at 7:40 p.m.

Adjournment

The Resources Committee Chair Mark Takano convened the meeting at 7:50 p.m. Committee members in attendance: Dr. James Buysse, Vice Chancellor, Administration and Finance, and Ms. Melissa Kane, Vice Chancellor, Diversity and Human Resources; Academic Senate Representative: Dr. Travis Gibbs (Moreno Valley College); ASRCCD Representative: Ms. Rikki Hix; CTA Representative: Ms. Shari Yates (Riverside City College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley College); and Confidential Representative: Ms. Debra Creswell.

RESOURCES COMMITTEE

Mr. Williams led the committee review of the budget associated with relocating and remodeling the new space that will be presented to the Board for approval at the regular Board meeting on August 17<sup>th</sup>. Discussion followed.

Economic Development Move from March Education Center to Corona – Relocation/Remodel

Mr. Williams led the committee review of the budget, request to proceed with the purchase and placement of portables and relocation of the furniture and equipment, and authorization to bid and start all construction activities within the approved project budget with ratification of bids to follow that will be presented to the Board for approval on August 17<sup>th</sup>. Discussion followed.

Moreno Valley College Nursing Portables

The committee adjourned at 8:02 p.m.

Adjournment

The Governance Committee Chair Mary Figueroa convened the meeting at 8:03 p.m. Committee members in attendance: Academic Senate Representatives: Mr. Sal Soto (Moreno Valley College); ASRCCD Representative: Courtney Davis; CTA Representative: Ms. Shari Yates (Riverside City College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley College); and Confidential Representative: Ms. Debra Creswell.

GOVERNANCE COMMITTEE

Ms. Ruth Adams, Director, Contracts, Compliance and Legal Services, led the committee review of Board Policy and Administrative Procedure 2015 and Board Policies 5410, 5420, and 7200 that will be presented to the Board of Trustees for first reading at the August 17<sup>th</sup> regular meeting. Discussion followed.

Revised and New Board Policies – First Reading

The committee adjourned the meeting at 8:08 p.m.

Adjournment

The Facilities Committee Chair Virginia Blumenthal convened the meeting at 8:10 p.m. Committee members in attendance: Mr. Orin Williams, Associate Vice Chancellor, Facilities, Planning, Design and Construction; ASRCCD Representative: Mr. George Escutia, Jr.; CTA Representative: Mr. Mike Cluff (Norco College); CSEA Representative: Mr. Gustavo Segura (Moreno Valley College); Confidential Representative: Ms. Debra Creswell; and Management Association Representative: Mr. Ralph Perez.

FACILITIES COMMITTEE

Mr. Michael Stephens, Capital Program Administrator, Facilities Planning, Design and Construction, led the committee review of an amendment for additional design and engineering services for the project that will be presented to the Board for approval at the August 17<sup>th</sup> regular meeting. Discussion followed.

Citrus Belt Savings and Loan  
Gallery

Mr. Stephens led the committee review of the amendment for relocation of additional design and engineering services for the project that will be presented to the Board for approval at the August 17<sup>th</sup> regular meeting. Discussion followed.

Amendment No. 2 to Agreement  
with AVR Studios – Riverside  
Aquatics Complex

Mr. Stephens led the committee review of the agreements with Inland Inspections and Consulting for on-site Division of State Architect required Inspector of Record services and District specialty and quality control inspections and River City Testing for Division of State Architect special inspection and testing laboratory services for the project that will be presented to the Board for approval at the August 17<sup>th</sup> regular meeting. Discussion followed.

Wheelock Gymnasium, Seismic  
Retrofit

The committee adjourned the meeting at 8:17 p.m. to closed session, pursuant to Government Code Section 54956.9(a), to confer with legal counsel; existing litigation: Kasle vs. Riverside Community College District.

COMMITTEE ADJOURNMENT AND  
CLOSED SESSION

The Board reconvened to open session at 8:45 p.m., and announced that, in the case of Kasle vs. Riverside Community College District, the Board of Trustees approved the settlement agreement involving payment of \$20,000, and adjourned the meeting. (4 ayes, 1 absent [Medina])

OPEN SESSION/ADJOURNMENT

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING  
OF AUGUST 17, 2010

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:00 p.m., in Board Room AD122, O. W. Noble Administration Building, 4800 Magnolia Avenue, Riverside, California.

CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal  
Ms. Mary Figueroa (arrived at 6:05 p.m.)  
Mrs. Janet Green  
Mr. José Medina  
Mr. Mark Takano  
Mr. Alexis Amor, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor  
Dr. James Buysse, Vice Chancellor, Administration and Finance  
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services  
Dr. Ray Maghroori, Vice Chancellor, Educational Services  
Dr. Brenda Davis, President, Norco College  
Dr. Tom Harris, Acting President, Riverside City College  
Dr. Monte Perez, President, Moreno Valley College  
Ms. Chris Carlson, Chief of Staff  
Mr. Jim Parsons, Associate Vice Chancellor, Strategic Communications and Relations  
Mr. Aaron Brown, Associate Vice Chancellor, Finance  
Dr. Sharon Crasnow, President, Academic Senate, Norco College  
Dr. Richard Davin, President, Academic Senate, Riverside City College and District  
Mr. Sal Soto, Vice President, Academic Senate, Moreno Valley College

Student Trustee Alexis Amor led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the minutes of the Board of Trustees Planning and Operations, Teaching and Learning, Resources, and Facilities Committee Meetings of June 1, 2010. Motion carried. (4 ayes, 1 absent [Figueroa])

MINUTES OF THE BOARD OF TRUSTEES PLANNING AND OPERATIONS, TEACHING AND LEARNING, RESOURCES, GOVERNANCE AND FACILITIES COMMITTEE MEETINGS OF JUNE 1, 2010

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of June 15, 2010. Motion carried. (4 ayes, 1 absent [Figueroa])

MINUTES OF THE REGULAR MEETING OF JUNE 15, 2010

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the minutes of the special meeting of June 17, 2010. Motion carried. (4 ayes, 1 absent [Figueroa])

MINUTES OF THE SPECIAL MEETING OF JUNE 17, 2010

CHANCELLOR'S REPORTS

Presentations

Dr. Harris introduced the Director of EOPS, Cecilia Alvarado, who led the recognition of 41 years of service to students by the program.

Special Presentation – “Extended Opportunity Programs and Services (EOPS) Program Recognition” – Acting RCC President Tom Harris

Dr. Harris introduced Dr. Heath Smith, RCC Biology Instructor, who introduced students who have been successfully involved with the Science, Technology, Engineering and Math Program at RCC.

Special Presentation – “STEM Center Program Update” – Acting RCC President Tom Harris

Dr. Harris introduced District Dean of Physical Education and Athletics Barry Meier, who introduced Head Football Coach Tom Craft. Coach Craft briefed the Board on the potential of the team and the 2010 football season.

Special Presentation – “Football Program 2010 Update” – Acting RCC President Tom Harris

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the agreement with Riverside Transit Agency and that the Board of Trustees authorize the Vice Chancellor, Administration and Finance, to sign a five-year contract with RTA to provide unlimited ridership on RTA busses and routes for all students who pay the mandatory fee. Motion carried. (5 ayes)

Agreement with Riverside Transit Agency (RTA)

Ms. Green, seconded Ms. Figueroa, moved that the Board of Trustees approve the change in location of the September 7 (starting at 5:00 p.m.) and 21 (starting at 6:00 p.m.), 2010 Board committee and regular meetings respectively to the Norco College Student Success Center; and the October 5 (Board Committee Meetings) and October 19 (regular Board meeting) take place in Student Services 101, at Moreno Valley College. Motion carried. (5 ayes)

Request to Change Locations and Time of Board Meeting(s) – September and October 2010

Mr. Amor presented the report about recent and future student activities at Moreno Valley College, Norco College and Riverside City College.

STUDENT REPORT

Mr. Francisco Solo made remarks about voter registration and Ms. Laura Estrada made remarks about Riverside County Registrar of Voters' need for Latino Spanish speaking Election Officers.

COMMENTS FROM THE PUBLIC

CONSENT ITEMS

Action

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees:

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 1)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$27,125,145 and District Warrant Claims totaling \$21,477,530; (Appendix No. 2)

Purchase Order and Warrant Report – All District Resources

Award the bid for the HVAC Maintenance Services, in the total amount of \$747,000, to Johnson Controls, and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;

Bid Award – HVAC Maintenance Services – Riverside, Moreno Valley, and Norco

Allow the District to utilize the SGUSD's piggy-back bid number 16-04/05, DSA approved Classroom and Relocation awarded to Silver Creek Industries, Inc., located in the City of Perris, for a total amount of \$213,502, funded from District reserve Measure C funds;

Piggy-Back Bid Award-Nursing Portables – Moreno Valley College

Grant out-of-state travel requests; (Appendix No. 3)

Out-of-State Travel

Ratify the contracts totaling \$1,320,064; (Appendix No. 4)

Contracts and Agreements Report Less than \$78,500 – All District Resources

Approve the Agreement with the District and RCEO from July 1, 2010 through June 30, 2011, and authorize Vice Chancellor, Administration and Finance, to sign the agreement;

Agreement with Riverside County Superintendent of Schools

Approve the resolution authorizing temporary loans for FY 2010-2011 from Fund 41, Resources 4130 (La Sierra Capital), in the aggregate amount not to exceed

Temporary Loans – Potential General Fund Cash Shortage Arising from State

\$10,000,000 as needed to mitigate cash shortages arising from apportionment deferrals and a late State budget, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to Fund 41, Resource 4130 from the District's apportionment allocations;

Apportionment Deferrals –  
Resolution No. 01/10-11

Accept the projects listed as complete, approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the Notices; (Appendix No. 5)

Notices of Completion

Adopt the resolution which establishes the 2010-2011 Gann Limit for the District at \$185,400,539;

Resolution Regarding  
Appropriations Subject to  
Proposition 4 Gann Limitation –  
Resolution No. 02-10/11

Approve the resolution authorizing temporary loans for FY 2010-2011 from Fund 11, Resource 1000 (Unrestricted General Operating) to Fund 33, Resource 3300 (Child Care), in the aggregate amount not to exceed \$50,000 as needed to mitigate cash shortages arising from the timing of cash receipts and disbursements, including interest at a rate equal to that received by the District on its short-term investments with the Riverside County Treasurer, with said loans to be repaid to Fund 11, Resource 1000 from the subsequent cash receipts received in the Child Care Fund.

Temporary Loans – Potential  
Child Care Fund Cash Shortage  
– Resolution No. 03-10/11

Motion carried. (5 ayes)

## Information

In accordance with Board Policy 7350, the Chancellor has accepted the resignations of the following: Ms. Gloria Huerta, Visiting Assistant Professor, Nursing, effective August 16, 2010, for personal reasons; Ms. Clarissa Andrews, Educational Advisor, effective July 23, 2010; Mr. Cecil DeAro, Custodian, effective August 2, 2010; and Mr. Robert Isaacs, Accounting Clerk, effective August 11, 2010 for retirement.

Separations

## BOARD COMMITTEE REPORTS

### Planning and Operations Committee

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees adopt the 2010 State of California Environmental Quality Act Guidelines as the District's Local Environmental Quality Act Guidelines for reference. Motion carried. (5 ayes)

Adoption of California Environmental Quality Act (CEQA) Guidelines

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the 2012-2016 Five-Year Capital Construction Plan; the Initial Project Proposals: Library Learning Center (Moreno Valley College), Center for Human Performance and Kinesiology – Phase II (Norco College), and Student and Workforce Development Services Building (Riverside City College); and the Final Project Proposals: Center for Human Performance (Moreno Valley College), Health Science Center (Moreno Valley College), Cosmetology Building (Riverside City College), and Life Science/Physical Science Reconstruction (Riverside City College); and authorize the Chancellor and Board of Trustees' President to sign the California Community College Chancellor's Office approval letter (Exhibit II). Motion carried. (5 ayes)

2012 – 2016 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve the agreement, in an amount not to exceed \$20,300, with Higginson + Cartozian Architects, Inc., for architectural engineering services for placement of fall deterrents at the Riverside City College parking structure; and approve the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Riverside City College Parking Structure Fall Deterrent

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the allocated Measure C funds assigned as follows: Moreno Valley College: \$69.2 million; Norco College: \$66.3 million; Riverside City College: \$173.1 million; District: \$19.2 million; Centrally Controlled Funds: \$53.3 million, allocated with \$6.3 million for ADA Transition Plan, \$6 million for IT Infrastructure, \$7 million for Utility Infrastructure, \$24 million for Program Reserve and \$10 million for Program Contingency; as well as approve the recommended prioritization of projects based on the District Office's and each College's

Measure C Bond – Funding Distribution



preferred list approved by the District Strategic Planning Committee. Motion carried. (5 ayes)

#### Teaching and Learning Committee

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the mission statement. Motion carried. (5 ayes)

Riverside City College Revised Mission Statement

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings. Motion carried. (5 ayes)

Proposed Curricular Changes

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the subcontract agreement, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Subcontract Agreement with Cal State Fullerton Auxiliary Services Corporation

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees ratify this grant agreement from July 1, 2010 through June 30, 2011, in the amount of \$100,200, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Contract Amendment with Foundation for California Community Colleges

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the agreement, from August 18, 2010 through June 30, 2014, for an amount not to exceed \$170,310 annually, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Agreement with the County of Riverside Fire Department

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the RCC Follow-Up Report to the ACCJC. Motion carried. (5 ayes)

Riverside City College Follow-Up Report to Accrediting Commission for Community and Junior Colleges (ACCJC)

Mr. Medina, seconded by Ms. Figueroa, moved that the Board of Trustees approve the Moreno Valley College Follow-Up Report to the ACCJC, which includes the College's Integrated Strategic Plan. Motion carried (5 ayes)

Moreno Valley College Follow-Up Report to Accrediting Commission for Community and Junior Colleges (ACCJC)

Resources Committee

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the estimated budget, in the amount not to exceed \$231,500, from the Redevelopment (Corona) Pass-Through funds (Resource 1180), to allow the District to proceed with all associated remodeling activities; to relocate Economic Development and associated operations; and authorize the Vice Chancellor, Administration and Finance, to sign all associated documents. Motion carried. (5 ayes)

Economic Development Move from March Education Center to Corona – Relocation/Remodel

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the estimated budget, in an amount not to exceed \$1,300,694 from District Measure “C” Funds for the project; allow the District to proceed with the purchase and placement of portables and relocation of the furniture and equipment at the Moreno Valley College for the Nursing Program and associated operations; authorize bidding and starting all construction activities within the approved project budget with ratification of bids to follow; and authorize the Vice Chancellor, Administration and Finance, to sign all associated agreements. Motion carried. (5 ayes)

Moreno Valley College Nursing Portables

Governance Committee

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve revised Board Policies 2720 and 5400. Motion carried. (5 ayes)

Revised and New Board Policies – Second Reading

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees accept for first reading Board Policy and Administrative Procedure 2015. Motion carried. (5 ayes)

Revised and New Board Policies – First Reading

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees accept for first reading Board Policy 5410. Motion carried (5 ayes)

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees accept for first reading Board Policy 5420. Motion carried (5 ayes)

Ms. Figueroa, seconded by Ms. Green, moved that the Board of Trustees accept for first reading Board Policy 7200. Motion carried. (5 ayes)

Facilities Committee

Ms. Green, seconded by Mr. Takano, moved that the Board of Trustees approve Amendment No. 1 with LPA for additional design and cost estimating services, in the amount of \$54,157, for the project; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Citrus Belt Savings and Loan  
Gallery – Amendment No. 1 to  
Agreement with LPA

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve Amendment No. 2, with AVP Studios, Inc., in an amount not to exceed \$34,365, for additional design and engineering services for the project; and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Riverside Aquatics Complex –  
Amendment No. 2 to Agreement  
with AVP Studios

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the agreements with Inland Inspections and Consulting, in an amount not to exceed \$185,040, and River City Testing, in an amount not to exceed \$195,476, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements. Motion carried. (5 ayes)

Wheelock Gymnasium, Seismic  
Retrofit – Agreements with  
Inland Inspections and  
Consulting and River City  
Testing

The Board adjourned to closed session at 8:14 p.m., pursuant to Government Code Section 54956.9(a), to confer with legal counsel; existing litigation; Name of case: Vegan Outreach vs. RCCD.

CLOSED SESSION

The Board reconvened to open session at 9:05 p.m., announcing that the Board of Trustees, in the matter of Vegan Outreach vs. RCCD, unanimously approved payment of the court-ordered attorney fees of \$135,633.53, and adjourned the meeting.

RECONVENED AND ADJOURNED

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S REPORT

Report No.: II-B

Date: September 21, 2010

Subject: Second Amended Agreement for Joint Use of Facilities with Alvord Unified School District

Background: On or about August 18, 2009, the Board of Trustees approved the First Amended Agreement for Joint Use of Facilities with Alvord Unified School District on the joint use and operation of the Phillip M. Stokoe Elementary School and Innovative Learning Center (ILC). Since that time, RCCD and Alvord have been operating the ILC in accordance with the First Amended Agreement. During the last year, Alvord has determined that it is operating the ILC at a deficit with regard to the use of utilities, custodial supplies and custodial support, as it relates to the space occupied and facilities used by RCCD. In that regard, both parties have met and agreed upon changes to the First Amended Agreement for Joint Use of Facilities. The changes are as follows: RCCD will pay for, based on allocated space at the ILC, 22.5% of the cost of utilities; 22.5% of custodial supplies; and an additional one-half the salary/benefits of a custodian position (RCCD currently funds one whole custodian position). In addition, each entity will assume total fiscal responsibility for capital improvements of the areas managed by each entity. Where common capital improvements are necessary, RCCD will assume 22.5% of the cost. The Second Amended Agreement for Joint Use of Facilities with Alvord Unified School District is attached for your review and anticipated approval. Funding Source: The General Fund.

Recommended Action: It is recommended that the Board approve the Second Amended Agreement for Joint Use of Facilities with Alvord Unified School District and authorize the Vice Chancellor of Administration and Finance to sign the Agreement.

Gregory W. Gray  
Chancellor

Prepared by: Ruth W. Adams, Esq.  
General Counsel

***SECOND AMENDED AGREEMENT  
FOR JOINT USE OF FACILITIES***

**For the**

**Phillip M. Stokoe Elementary School  
and  
Innovative Learning Center**

**September \_\_, 2010**

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## ***SECOND AMENDED AGREEMENT FOR JOINT USE OF FACILITIES***

This First Amended Agreement for Joint Use of Facilities (“Agreement”) is made effective as of September \_\_, 2010 (“Effective Date”) by and between the Alvord Unified School District (“Alvord”), a public school district organized and existing pursuant to California law, and the Riverside Community College District (“RCCD”), a public community college district organized and existing pursuant to California law. Alvord and RCCD may hereinafter be referred to individually as “Party” and collectively as “Parties.”

### ***RECITALS***

A. The Parties have cooperated and continue to cooperate with regard to planning, design, funding, construction and operation of the educational facilities officially known as the Phillip M. Stokoe Elementary School & Innovative Learning Center (“ILC”) located at the intersection of Ambs Drive and Raley Drive in the City of Riverside (“City”), State of California (“State”). Alvord owns a 13-acre parcel at that location (“Alvord Parcel”), and RCCD owns an adjacent and contiguous 3-acre parcel at that location (“RCCD Parcel”). The ILC has been constructed as an integrated facility over portions of both the Alvord Parcel and the RCCD Parcel, without regard to ownership of the underlying land. A site plan for the ILC, including designated building and room numbers, is attached as Exhibit “A” hereto.

B. The Parties presently intend that Alvord shall offer educational programs and services at the ILC for grade levels Kindergarten through 5<sup>th</sup> grade (“K-5”), and that RCCD shall offer certain pre-school and teacher-education programs and services at the ILC, together with general college education courses necessary for RCCD’s students. Because the ILC was designed as an integrated facility to facilitate coordination of the K-5, child care and teacher education programs and services, the Parties intend that each Party may use the other Party’s facilities at the ILC as provided herein. Therefore, as provided in that certain agreement dated April 6, 2006, and entitled “Agreement Regarding Joint Contract Administration,” and subject to the provisions herein, the Parties have agreed to consider the facilities on the Alvord Parcel and the RCCD Parcel as a single, unified educational facility. The Parties intend to assume joint responsibility for operations of the ILC as provided herein.

C. In accordance with Education Code Section 17077.40 *et seq.*, which is part of the Leroy F. Greene School Facilities Act of 1998, as amended (“School Facilities Program” or “SFP”) and regulations of the State Allocation Board (“SAB”) implementing such provisions set forth in Section 1859.120 *et seq.* of Title 2 of the California Code of Regulations (“SAB Regulations”), Alvord received funding from the State for a portion of the costs of the facilities at the ILC that will be jointly used by the Parties (“Joint Use Funding”) based on the costs of excess square footage and the collaborative effort of the Parties in connection with teacher-education and early-childhood education programs to be conducted at the ILC. The Parties entered into that certain agreement dated April 20, 2006, and entitled “Agreement for Joint Use of Facilities” (“Original JUA”) in order to satisfy all requirements applicable to allocation by the SAB of

“Type I Joint Use” funds from the State. The Parties intend that this Agreement shall continue to satisfy all State requirements for the Joint Use Funding, but shall supersede the Original JUA

D. The Parties acknowledge that they previously have entered into other written understandings and agreements providing for construction, use and operation by the Parties of the ILC. Such prior agreements include, without limitation, the Facilities and Ground Lease For 3-Acre Parcel (“3-Acre Lease”) and Facilities and Ground Lease For 13-Acre Parcel (“13-Acre Lease”), both dated March 2, 2006. The Parties intend and agree that this Agreement includes and incorporates all provisions of the 3-Acre Lease and the 13-Acre Lease, but this Agreement does not supersede the 3-Acre Lease and/or the 13-Acre Lease. Another such prior agreement is that certain “First Amended Agreement for Joint Use of Facilities” dated October 1, 2009 (“First Amended Joint Use Agreement”), which set forth terms and conditions to govern and guide the relationship of the Parties with respect to the joint use and operation of the ILC.

E. As part of their continuing efforts to cooperate and collaborate with respect to the joint use and operation of the ILC, the Parties now desire, by means of this Agreement, to refine and modify the governing and guiding terms and conditions for such joint use and operation. The Parties intend and agree that this Agreement shall supersede the First Amended Joint Use Agreement, in its entirety. In addition, the Parties acknowledge and agree that they subsequently may modify or supersede the terms of this Agreement with respect to the operations at the ILC.

F. In entering into this Agreement, each Party has determined that use of the ILC facilities as described herein, on the terms and conditions as set forth herein, will be of benefit to such Party, its students, and the public generally.

Now, therefore, in consideration of the foregoing and of the rights and obligations of the Parties set forth herein, Alvord and RCCD agree as follows:

## ***ARTICLE I SERVICES, PROGRAMS AND ACTIVITIES***

***Section 1.1 Consistency with ILC Mission Statement.*** Except as the Parties may expressly agree in writing, any and all services, programs and activities conducted, offered or sponsored at the ILC must be complementary and consistent with the educational mission and purposes of the ILC as described in that certain “Memorandum of Understanding Related to Construction and Operation of Education Center” entered into by and between the Parties as of July 1, 2002. To the extent a Party’s services, programs and activities are authorized pursuant to this Section 1.1, the Party shall not be required to seek or obtain additional authorization to continue those services, programs and activities from year to year. However, each Party must notify, consult with, and obtain the consent of the other Party before engaging in services, programs, or activities at the ILC that are in addition to, or beyond the scope of, the services, programs or activities authorized pursuant to this Article I as of the Effective Date.

**Section 1.2 *Alvord Services, Programs and Activities.*** In addition to any other limitations set forth in this Agreement, Alvord may conduct, offer or sponsor services, programs and/or activities at the ILC only to the extent those are consistent with Alvord's purposes and role as a public school district offering K-5 educational services, programs and activities. The services, programs and/or activities offered by Alvord at the ILC may include any or all activities normally associated with or conducted at Alvord's elementary schools, including, without limitation: Parent-Teacher Association or similar association meetings, fund-raisers and other events; "back to school" nights; and student performances. Alvord in its sole discretion and at any time may determine that the programs it conducts, offers or sponsors at the ILC may include students in the sixth-grade level, in which event this Agreement shall be interpreted as applying also to programs and operations relating to such students.

**Section 1.3 *RCCD Services, Programs and Activities.***

(a) ***General Requirements.*** In addition to any other limitations set forth in this Agreement, RCCD may conduct, offer or sponsor services, programs and/or activities at the ILC only to the extent those are consistent with RCCD's purposes and role as a public institution of higher-education offering teacher-education and early-childhood education services, programs and activities. The services, programs, and/or activities offered by RCCD at the ILC may include any or all activities normally associated with or conducted in connection with such teacher-education and early-childhood education programs at RCCD's college campuses, including, without limitation, outreach events, job fairs, career orientation events, professional conferences, in service events and department meetings.

(b) ***Limitation on General Education Courses.*** RCCD may offer general college education courses at the ILC to the extent those courses are reasonably appropriate for RCCD students enrolled in the teacher-education and early-childhood education courses at the ILC. In order to make it feasible to offer such general college education courses at the ILC, RCCD may allow RCCD students not enrolled in the teacher-education and early-childhood education programs to attend the general college education courses offered at the ILC.

(c) ***Childcare Programs.*** The Parties may agree on the identity of a third party operator of the childcare programs at the ILC and the terms and conditions of such operation.

**Section 1.4 *Services, Programs and Activities of Other Public Entities.*** The Parties may agree to permit use of the ILC facilities and/or grounds by other local public educational entities that desire to conduct, offer or sponsor services, programs or activities at the ILC. As a condition to use by a non-Party, any and all services, programs or activities to be conducted, offered or sponsored by the non-Party at the ILC must not interfere with the educational mission and purposes of the ILC and must be of benefit to the ILC and/or the community generally. Any such non-Party desiring to use the ILC facilities and/or grounds must submit its request to the ILC Administrator (defined in Section 15.2 of this Agreement), which request shall be subject to

all requirements of Section 2.5 of this Agreement. The ILC Administrator shall notify RCCD of all requests from a non-Party to use the ILC facilities and/or grounds.

**Section 1.5 Special Events.**

(a) Scope. For purposes of this Agreement, a “Special Event” shall mean a service, program or activity not regularly or normally included as a part of the programs authorized pursuant to this Agreement. Regular or normal services, programs and activities to be offered by Alvord at the ILC (and, thus, deemed not to be Special Events) include, not as a limitation: Parent-Teacher Association (“PTA”) or similar association meetings, fund-raisers and other events; “back to school” nights; and student performances. Subject to the provisions of this Agreement, Alvord Special Events may include, not as a limitation, health, career and/or college expositions or fairs and similar events. Regular or normal services, programs and activities to be offered by RCCD at the ILC (and, thus, deemed not to be Special Events) include, not as a limitation: regularly scheduled college classes consistent with the RCCD academic calendar and this Agreement, career education, orientation, department meetings, in-service programs, student demonstrations, and site visits. Subject to the provisions of this Agreement, RCCD Special Events may include, not as a limitation, outreach events, job fairs, career orientation events, professional conferences, in-service events, and department meetings.

(b) Approval. No Party or non-Party may conduct a Special Event at the ILC without the concurrence of the ILC Coordinating Council (described in Section 4.2) as provided in Article IV of this Agreement. As a prerequisite to holding a Special Event at the ILC, the ILC Coordinating Council must determine that the event specifically advances or is consistent with the educational mission of the Party or non-Party sponsoring the event, and a Party or non-Party may not hold more than four Special Events annually. In determining whether a Special Event shall be allowed, the ILC Coordinating Council shall consider the probability that the proposed Special Event may significantly and adversely affect any other services, programs and/or activities at the ILC, including, without limitation, any potential impairment of the health, safety or welfare of minor students. Each authorized Special Event must be set forth in the ILC Schedule.

**Section 1.6 Food Services.** Subject to separate written agreement with an applicable Party or non-Party, Alvord’s Child Nutrition Services Department may make meals available for pre-school children receiving childcare services or for others. Unless agreed otherwise, any such agreement shall be renewable on an annual basis.

**Section 1.7 Responsibility for Services, Programs and Activities.** Each Party shall be responsible for staffing, coordinating and scheduling all of the services, programs and activities that it conducts, offers or sponsors at the ILC, as well as for all direct costs thereof. Each Party shall ensure that all such services, programs and activities are appropriately and safely conducted and supervised, and shall provide all personnel necessary for the direction or supervision of all such services, programs and activities. Each Party, at its own cost and expense, shall be responsible for providing all materials and supplies required in connection with the services,

programs and activities that such Party conducts, offers or sponsors pursuant to this Agreement. For purposes of this Agreement, “direct costs” of a service, program or activity shall mean all costs that would not otherwise be incurred in the absence of such service program or activity, including, without limitation, costs of administering, supervising and staffing the service, program or activity, and costs of materials, supplies and other items consumed or used in connection with the service, program or activity. The term “direct costs” does not include costs that are incurred regardless of the services, programs or activities conducted, offered or sponsored at the ILC, including, without limitation, costs of operating, repairing and maintaining the facilities and grounds at the ILC that are to be paid by the Parties on a proportionate or other basis as specified herein.

**Section 1.8 No Disruption or Interference.** No Party or non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC may unreasonably disrupt or interfere with the other services, programs or activities that are authorized to be conducted, offered or sponsored at the ILC. Upon request of the ILC Administrator, the Party or non-Party responsible for any such disruption or interference shall immediately cause the disruption or interference to cease and not recommence. In the event of repeated disruptions or interference, the ILC Administrator, or any Party or non-Party whose services, programs or activities have suffered from such repeated disruption or interference, may invoke the dispute resolution provisions of this Agreement to seek to require that the offending Party or non-Party permanently cause such disruption or interference to cease.

## **ARTICLE II ALLOCATION AND USE OF FACILITIES**

**Section 2.1 RCCD Exclusive Use Areas.** Subject to all other provisions of this Agreement, RCCD shall have exclusive use for its services, programs and activities of the following rooms and/or areas at the ILC as depicted on Exhibit A: (i) Building B, Room 203; (ii) Building A, Room 209, Building D, Rooms 101 and 118, Building E, Rooms 102, 119, 123, Building F, Rooms 101 and 119 (each an “RCCD Exclusive Use Area”).

**Section 2.2 Childcare Exclusive Use Areas.** Subject to all other provisions of this Agreement, the Party or other entity that from time to time provides, offers or sponsors childcare services at the ILC shall have exclusive use for its services, programs and activities of the following rooms and/or areas at the ILC as depicted on Exhibit A: (i) Building B, Rooms 104 through 112, inclusive; and (ii) Building E, Rooms 114, 116, 118, 124 and 126, inclusive (each a “Childcare Exclusive Use Area”). The Childcare Exclusive Use Area shall also include one-half of the playground area adjacent to Room 112 in Building B. In the event a non-Party is responsible for providing, offering or sponsoring the childcare services at the ILC, then Alvord, to the extent necessary, shall be responsible for installing a fence to separate the Childcare Exclusive Use Area of the playground from the balance of such playground area. In the event the MPR to be constructed at the ILC includes kitchen facilities adequate to serve Alvord’s K-5 services, programs and activities, the kitchen facilities located in Building E, Room K-1, as

designated on Exhibit A may be available to serve the childcare programs conducted in the Childcare Exclusive Use Areas. Any such use will be subject to separate written agreement with Alvord's Child Nutrition Services Department.

**Section 2.3 RCOE Exclusive Use Areas.** Subject to all other provisions of this Agreement, RCOE shall have exclusive use for its services, programs and activities of the following rooms and/or areas at the ILC as depicted on Exhibit A: Rooms 100 and 211 in Building B (each an "RCOE Exclusive Use Area").

**Section 2.4 Alvord Exclusive Use Areas.** Subject to all other provisions of this Agreement, Alvord shall have exclusive use of any and all rooms and/or areas at the ILC as are not designated RCCD Exclusive Use Areas pursuant to Section 2.1 herein, Childcare Exclusive Use Areas pursuant to Section 2.2 herein, or RCOE Exclusive Use Areas pursuant to Section 2.3 herein (each an "Alvord Exclusive Use Area").

**Section 2.5 Use By Other Public Educational Entities.** Use of the ILC facilities and/or grounds by a local public educational entity (other than the Parties and RCOE) shall be subject to agreement by such non-Party to terms for payment of fees on account of such use (including, without limitation, fees covering the utilities, janitorial, security and other costs associated with such use), indemnification of the Parties and the ILC, insurance covering such non-Party's activities, compliance with fingerprinting and criminal-history background checks as required pursuant to this Agreement, and compliance with other requirements as determined by the Parties. The Parties may agree as to a form of agreement to use in connection with such non-Party uses of the ILC facilities and/or grounds. Subject to agreement as to terms of use by a non-Party, the ILC Coordinating Council shall coordinate and schedule the non-Party's authorized services, programs and activities with the services, programs and activities of the Parties. The ILC Coordinating Council shall not schedule or permit any service, program or activity by any such non-Party that likely may result in any disruption or interference with the ongoing operations of the ILC or the scheduled services, programs or activities of either Party or other non-Parties at the ILC.

**Section 2.6 Civic Center Act Uses.**

(a) **Application and Approval.** Because there is no correlation between a Party's ownership of facilities at the ILC and that Party's right to use such facilities pursuant to this Agreement, any person or entity requesting use of any ILC facilities and/or grounds pursuant to the Civic Center Act (Education Code Sections 38130 *et seq.* and/or 82537 *et seq.*) must submit the request to the ILC Coordinating Council. The ILC Coordinating Council shall be responsible for approving or disapproving any such request in accordance with Alvord's normal policies and procedures, including, without limitation, requirements for use of the Alvord Facility Use Form and payment of fees associated with the proposed use of the ILC facilities and/or grounds. The ILC Coordinating Council must not approve any Civic Center Act use of the ILC facilities that likely will unreasonably interfere with the previously-scheduled use of the ILC facilities by any Party or non-Party, and the ILC Coordinating Council shall give notice to a Party

or non-Party upon approving any Civic Center Act use of a portion of the ILC facilities being used exclusively by such Party or non-Party.

(b) Allocation of User Fees. The ILC Administrator shall use the fees collected on account of any use of the ILC facilities pursuant to this Section 2.6 first to pay any applicable administrative costs (including, without limitation, costs of security, janitorial or other personnel) and then to allocate the remaining balance, if any, either (i) 25% to RCCD and 75% to Alvord with respect to any portion of the ILC facilities used that is not designated for the exclusive use of a Party or non-Party; or (ii) to the Party or non-Party that has exclusive use of the portion of the ILC facilities used. The ILC Administrator shall appropriately account for receipt and disbursement of all such user fees.

**Section 2.7 Use of common Areas.** For purposes of this Agreement, “common areas” shall mean sidewalks and other walkways, patio areas, parking lots, and traffic lanes as reasonably necessary to permit uses of the ILC facilities as are authorized pursuant to this Agreement. The term common areas shall not be construed to mean areas owned jointly by the Parties, because the Parties intend that there will not be any such jointly-owned areas.

**Section 2.8 Use of Other Party’s Exclusive Use Areas.** A Party may request permission to use a room or area designated pursuant to this Agreement as an exclusive use area of the other Party (each an “Exclusive Use Area”), including, without limitation: the kitchen located in Building E, Room K-1, as designated on Exhibit A; and the Math and Science Lab located in Building D, Room 110, as designated on Exhibit A. Any such use of an Exclusive Use Area must be coordinated and scheduled through the ILC Coordinating Council as described in Article IV of this Agreement. Neither Party shall charge a fee for use of an Exclusive Use Area of the other Party; provided that the number and scope of such uses must not be unreasonable or excessive, and no such use may unreasonably disrupt or interfere with the operations, services, programs or activities normally conducted, offered or sponsored in such Exclusive Use Area. Except as agreed in writing by the Party with rights to the Exclusive Use Area, no food or drinks may be consumed in any Exclusive Use Area used pursuant to this Section 2.8. A Party that uses an Exclusive Use Area pursuant to this Section 2.8 must, as necessary, restore the Exclusive Use Area to a neat and clean condition immediately upon completion of such use. The Museum located in Room 110 of Building F, as depicted on Exhibit A, shall be available for joint use by the Parties, subject to coordination by the ILC Coordinating Council.

**Section 2.9 RCCD Student Use of Restrooms.** RCCD shall have full use of all non-faculty restrooms after 3 p.m. Posting of signs regarding restroom restrictions shall be deemed reasonable steps to enforce the requirements of section 2.9. ILC Coordinating Council may modify the restroom restrictions as the need arises. RCCD students may use the restrooms at the ILC only in the locations and during the permissible hours as set forth in the following table. The restrooms at the ILC are not available for use by the general public. Therefore, notwithstanding that the following table indicates “no restrictions” for RCCD student use of certain restrooms, and notwithstanding anything else that may be construed to the contrary, an



RCCD student may use the restrooms at the ILC only during the hours that the RCCD student is at the ILC for purposes of attending or otherwise participating in RCCD services, programs, activities or Special Events. RCCD shall prohibit all RCCD students from using, and shall not suffer or permit any RCCD student to use, any of the restrooms located at the ILC other than to the extent authorized pursuant to this Section 2.9. Because of the possible adverse consequences of a failure to comply with the requirements of this Section 2.9: (i) any failure by RCCD to take reasonable steps to enforce the requirements of this Section 2.9 shall be deemed and construed as a material breach by RCCD of its obligations pursuant to this Agreement; and (ii) the ILC Administrator may temporarily or permanently bar from the ILC campus any RCCD student who on one or more occasions failed to comply with the requirements of this Section 2.9.

**Section 2.10 Accommodation of Future Multi-Purpose Room.** Alvord intends at a future date to construct a multi-purpose room/theater (“MPR”) at the ILC, at Alvord’s sole cost and as contemplated in the plans and specifications for the ILC. RCCD shall reasonably cooperate with Alvord’s efforts to complete such construction. Each Party shall, as necessary, direct and/or inform its employees, students, volunteers, guests and invitees in regard to safety, noise, dust, parking and other concerns that may arise during such construction.

### **ARTICLE III RESPONSIBILITY FOR PERSONAL PROPERTY**

**Section 3.1 Furnishings, Equipment and Other Personal Property.** Except as provided herein, each Party, at its own cost and expense, shall be responsible for providing the furnishings, equipment and other personal property required in connection with the services, programs and activities that such Party conducts, offers or sponsors pursuant to this Agreement; however, the Parties shall reasonably cooperate to ensure the aesthetic and functional compatibility of furnishings, equipment and other items used at the ILC. Unless otherwise agreed by the Parties, any personal property provided by a Party for use in or at the ILC shall remain the property of such Party regardless of any shared use of such property by the other Party, other entities, or members of the public. The ILC Coordinating Council may develop and maintain a log of furnishings and equipment (other than materials and supplies) kept by the Parties at the ILC and, in such event, each Party shall keep the ILC Coordinating Council informed regarding any furnishings and/or equipment that the Party brings to and keeps at the ILC from time-to-time.

**Section 3.2 Tele-Communications Equipment.** Each Party shall provide and maintain its own telecommunication system. Where appropriate, Alvord shall provide a shared wiring infrastructure. Each Party shall be responsible for paying any telecommunication charges for telephone numbers for equipment assigned to that Party.

**Section 3.3 Copy Machines, Computers and Similar Equipment.** Each Party shall provide all copy machines, computers, facsimile machines, and other similar equipment (including, without limitation, servers, desktop computers, routers, and printers) necessary for

such Party's operations and programs at the ILC. No employee, student, volunteer, guest or invitee of a Party may use any computers, facsimile machines or other similar equipment owned by the other Party without the express written consent of such owner. In no event and regardless of any consent, no employee, student, volunteer, guest or invitee of a Party may access, review, copy or otherwise retain any confidential or proprietary information stored on any computer or similar equipment owned by the other Party. If any such confidential or proprietary information is inadvertently accessed, the Party whose employee, student, volunteer, guest or invitee accessed the information must immediately notify the owner of the equipment on which the information was stored. This Section 3.3 shall not be construed to prohibit centralized computer storage of both Parties' student rosters, attendance information, et cetera.

#### **ARTICLE IV COORDINATION AND SCHEDULING**

**Section 4.1 Requirements of General Applicability.** Regardless of whether conducted, offered or sponsored by a Party or any non-Party, any and all services, programs and activities that are conducted, offered or sponsored at the ILC shall be subject to all coordination, scheduling and other applicable requirements of this Article IV.

**Section 4.2 ILC Coordinating Council.** There is hereby established the "ILC Coordinating Council," which shall be responsible for: (i) coordinating and scheduling the various services, programs and activities as are permitted to occur at the ILC; (ii) coordinating and scheduling all custodial services necessary for the ILC; and (iii) such other matters as are within the jurisdiction of the ILC Coordinating Council as provided in this Agreement or, otherwise, as the governing bodies of the Parties may agree. The ILC Coordinating Council shall be composed of five members: (i) two representatives from Alvord, with the ILC Administrator serving as de facto council chair; (ii) two representatives from RCCD, designated by the RCC president; (iii) one representative from RCOE. The ILC Coordinating Council shall, as applicable, act or make recommendations by consensus of its members. However, each act and decision by the ILC Coordinating Council shall be subject to all other provisions of this Agreement and no ILC Coordinating Council member may unreasonably withhold, condition or delay consent to requests for scheduling of any service, program, activity or Special Event authorized pursuant to this Agreement. Nothing in this Article IV shall be deemed or construed to constitute a limitation on the authority of the ILC Administrator as provided in this Agreement or otherwise.

**Section 4.3 Coordination of Programs and Uses.** The ILC Coordinating Council shall be responsible for coordinating the uses of the ILC facilities to ensure that all such uses are compatible and consistent with the requirements of Article I of this Agreement. Such coordination shall include, without limitation: (i) scheduling of the services, programs and activities permitted pursuant to this Agreement; (ii) allocating rooms or areas within the ILC facilities for such services, programs and activities; (iii) designating faculty and staff working stations; and (iv) other coordination as specified in this Agreement. No Party or non-Party may

conduct, offer, or sponsor any service, program or activity at the ILC without first having coordinated such use with all other scheduled uses of the facilities and grounds at the ILC.

**Section 4.4 Scheduling of Programs and Uses.** The ILC Coordinating Council shall prepare written annual, bi-annual, quarterly or monthly schedules (as it determines necessary) of the services, programs and activities to be conducted, offered or sponsored by the Parties at the ILC (“ILC Schedule”). The Parties shall update the ILC Schedule on an “as needed” basis and otherwise at least once per calendar year, including, without limitation, on account of any changes in the services, programs and activities offered at the ILC (e.g., any changes in the time of day or the days in the week such programs are offered) or any Special Events not previously scheduled to occur at the ILC. In scheduling any service, program, activity or Special Event, the ILC Coordinating Council must consider impacts on other uses of common areas at the ILC, including, without limitation, during times when K-5 students will be present.

**Section 4.5 Changes in Programs and Uses.** A Party may request to change: (i) the services, programs and/or activities that the Party offers at the ILC from those expressly authorized pursuant to this Agreement; or (ii) the rooms or areas within the ILC facilities that the Party uses to provide its services, programs and/or activities at the ILC. Any such request must be in writing and delivered to the other Party not less than one-hundred and twenty days prior to the end of the then-current RCCD semester (if Alvord is requesting the change) or the end of the then-current Alvord/ILC school year (if RCCD is requesting the change). The ILC Coordinating Council shall thereafter make efforts to determine if a requested change reasonably may be accommodated and shall report back to the Parties. Notwithstanding anything to the contrary, any and all changes requested by a Party pursuant to this Section 4.5 shall be subject to consent of the other Party in its sole discretion. If a Party is to vacate any space or area of the ILC facilities and/or grounds on account of any such change, then, within ten days after the end of the then-current RCCD semester or Alvord/ILC school year, whichever is applicable, the Party must remove all supplies, equipment and other personal property from such space or area, must otherwise completely vacate such area or space, and must leave the space or area in a reasonably clean and undamaged condition.

## **ARTICLE V STANDARDS OF BEHAVIOR**

### **Section 5.1 Applicable Policies and Directives.**

(a) **Alvord School Hours.** Between the hours of 7:00 a.m. and 3:30 p.m. on any School Day, and at all other times during which Alvord is conducting, offering or sponsoring any Special Event or other service, program or activity at the ILC, any and all adult students, employees, volunteers, guests and invitees of both Parties and of any non-Parties present at or on any portion of the ILC must comply with all reasonable directions and policies of Alvord establishing standards of behavior for persons on or at the ILC, pertaining to the health, safety and welfare of the students or others present at the ILC, or pertaining to protection of property at the ILC. The ILC Administrator may temporarily or permanently bar any such person from the

ILC campus who on one or more occasions violates any standard(s) of behavior applicable pursuant to this Subsection (a).

(b) *Non-Alvord School Hours.* Between the hours of 3:30 p.m. and 11:30 p.m. on any night during which RCCD is conducting any of its programs or activities at the ILC, and at all other times during which RCCD is conducting, offering or sponsoring any Special Event at the ILC other than when Alvord is doing the same, any and all adult students, employees, volunteers, guests and invitees of both Parties and of any non-Parties must comply with all reasonable directions and policies of RCCD establishing standards of behavior for persons on or at the ILC, pertaining to the health, safety and welfare of the students or others present at the ILC, or pertaining to protection of property at the ILC. RCCD may temporarily or permanently bar any such person from the ILC campus who on one or more occasions violates any standard(s) of behavior applicable pursuant to this Subsection (b).

(c) *Enforcement.* For purposes of illustrating the foregoing provisions of this Section 5.1, not as a limitation, reasonable directions and policies establishing standards of behavior may include those prohibiting disruptive behavior, unauthorized parking in restricted areas, and unsupervised or unauthorized taking of pictures or video. Notwithstanding anything to the contrary, use of tobacco products (including, but not limited to, cigars, cigarettes, chewing tobacco, and snuff) on the ILC campus is and shall be prohibited at all times. In lieu of having different standards of behavior pursuant to Subsections (a) and (b) of this Section 5.1, the ILC Coordinating Council may develop and recommend for adoption such uniform standards of behavior as would be applicable at all times and regardless of which Party may be conducting, offering or sponsoring any services, programs or activities at the ILC. Any such uniform standards must be approved by the governing body of each Party prior to having any force or effect. Each Party and each non-Party having use of any ILC facilities shall be deemed to be responsible for ensuring that its students, employees, volunteers, guests and invitees comply with any and all standards of behavior applicable pursuant to this Section 5.1.

***Section 5.2 Compliance with Laws.*** Nothing in this Agreement shall be deemed or construed to relieve any person from compliance with any applicable law, regulation, ordinance or other governmental requirement, and the behavior of each and every person at the ILC shall at all times be subject to all applicable laws, regulations, ordinances and other governmental requirements, whether now in effect or hereafter enacted.

***Section 5.3 Promulgation of Additional Requirements.*** Because the ILC educational mission is unique for the Parties in combining in one location the educational programs for students of various ages and academic achievement, the Parties may promulgate, adopt, or modify any standards of behavior applicable to the ILC facilities and/or grounds, including, without limitation, by adopting new or modified policies and/or procedures specifically applicable to the ILC.

**ARTICLE VI**  
**HEALTH, SAFETY AND WELFARE OF STUDENTS AND OTHERS**

**Section 6.1 General Responsibility.** Each Party shall be responsible for measures designed to ensure the safety and security of its students, employees, volunteers, guests and invitees during any use by any such persons of the ILC facilities and/or grounds, as well as any staff of the other Party present at the ILC as a consequence of such use. Each Party expressly acknowledges that Alvord is charged with ensuring the health, safety and welfare of its minor-aged students and, therefore, that any and all persons present at the ILC may be subject to laws, regulations and other governmental requirements relating to student health, safety and welfare, and policies and procedures of Alvord consistent therewith, whether now in effect or hereafter enacted. Each Party shall prohibit the use by its students, employees, volunteers, guests and invitees on the ILC campus of any tobacco products, and shall make reasonable efforts to enforce such prohibition. Each Party shall prohibit the use and/or possession by its students, employees, volunteers, guests and invitees on the ILC campus of any alcohol or alcoholic beverages, and shall make reasonable efforts to enforce such prohibition. Except as may be expressly stated in this Agreement, nothing in this Agreement shall be deemed or construed to constitute a limitation on the liability or responsibility of any person or entity arising from any failure to comply with the provisions of this Article VI.

**Section 6.2 Fingerprinting and Background Checks.**

(a) **Alvord Minor-Aged Students.** If determined by Alvord that any of the students, employees, volunteers or other representatives of either Party or of any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC, or that any other person otherwise present on the ILC campus as a result of a Party's or non-Party's services, programs or activities, reasonably may have unsupervised or, otherwise, more than "limited" [defined as in-classroom contacted on a repeated basis] contact with any of Alvord's minor-aged students at the ILC, all such persons shall comply with the requirements of Education Code Section 45125.1 and this Section 6.2. Notwithstanding the foregoing, a person shall not be required to comply with the requirements of Education Code Section 45125.1 and this Section 6.2 if the person is subject to equivalent provisions of law as reasonably determined by Alvord and has been "cleared" pursuant to such law or if RCCD has "cleared" the person pursuant to Section 6.3 of this Agreement. Notwithstanding anything to the contrary, each student enrolled in any of RCCD's early-childhood and/or teacher-education programs must comply with the requirements of Education Code Section 45125.1 and this Section 6.2, as described in Subsection (c) of this Section 6.2.

(b) **Minor-Aged Pre-School Students.** If determined by the operator of the childcare program that any of the students, employees, volunteers or other representatives of either Party or of any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC, or that any person otherwise present on the ILC campus as a result of a Party's or non-Party's services, programs or activities, reasonably may have unsupervised or, otherwise, more than "limited" contact (defined as in-classroom contact on a repeated basis) with

any of the childcare program's minor-aged students at the ILC, all such persons shall comply with the requirements of Education Code Section 45125.1 and this Section 6.2. Notwithstanding the foregoing, a person shall not be required to comply with the requirements of Education Code Section 45125.1 and this Section 6.2 if the person is subject to equivalent provisions of law as reasonably determined by the childcare program's operator and has been "cleared" pursuant to such law or if the childcare operator has "cleared" the person pursuant to Section 6.3 of this Agreement. Notwithstanding anything to the contrary, Alvord employees who have satisfied and been cleared pursuant to procedures otherwise applicable to Alvord shall be deemed and construed to have demonstrated compliance with the requirements of this Subsection (b).

(c) General Requirements. In the event a person is required pursuant to either Subsection (a) or Subsection (b) of this Section 6.2 to comply with the requirements of Education Code Section 45125.1 and this Section 6.2, the Party or non-Party that employs or is otherwise responsible for such person shall ensure that the person complies with all California Department of Justice ("DOJ") guidelines and requirements with respect to fingerprinting and criminal-history background checks. The Party or non-Party responsible for any person required to undergo a criminal-history background check shall prohibit and prevent such person from being present at the ILC unless and until such Party or non-Party certifies subject to penalty of perjury to the ILC Administrator that the required fingerprinting and background checks have been duly completed and that, as determined by the DOJ, such person has not been convicted of any violent or serious felony as described in Education Code Section 45122.1 (i.e., the DOJ has "cleared" such person). The ILC Administrator shall prepare and keep updated a confidential log of all persons required pursuant to this Section 6.2 to undergo such criminal-history background checks and any certifications or other documentation related thereto, and such log shall be available at all reasonable times during normal ILC business hours for review only by the authorized cabinet-level administrators of either Party or as otherwise required by law or a court of competent jurisdiction.

(d) Changes in Law. In the event of any change in law, or enactment of superseding or successor legislation, that affects the requirements and/or procedures described in this Section 6.2, the provisions of this Section 6.2 shall continue in effect, but shall be construed in a manner consistent with such changed, superseding or successor laws and/or legislation to effect, to the extent legally permissible, the intent of this Section 6.2.

(e) Applicability. This Section 6.2 expressly applies to, but is not limited in application to, all students enrolled in RCCD's early-childhood and teacher-education programs. Unless subsequently required by law, this Section 6.2 shall not be deemed or construed to apply to any of Alvord's students enrolled in any K-5 programs or activities at the ILC, to any children of infant, pre-school, or toddler age enrolled in any early-childhood or childcare programs at the ILC, or to General Daytime Students (defined in Section 6.3 of this Agreement) for whom the requirements of Section 6.3 of this Agreement have been satisfied.

**Section 6.3 Screening of RCCD Daytime Students.**

(a) Applicability. This Section 6.3 does not apply to any student enrolled in RCCD's early-childhood or teacher-education programs who has satisfied the requirements of Section 6.2 of this Agreement and been cleared by the DOJ. This Section 6.3 applies to all other RCCD students who enroll in any of the general college education courses conducted by RCCD at the ILC between 7:30 a.m. and 3:30 p.m. on any School Day during the Alvord/ILC school year (each a "General Daytime Student").

(b) General Requirements. RCCD must perform a background check on each General Daytime Student as required pursuant to this Section 6.3. RCCD shall prohibit and prevent each General Daytime Student from being present at the ILC unless and until RCCD certifies in writing to Alvord subject to penalty of perjury that RCCD has completed the background check required pursuant to this Section 6.3 and that such person is not on the DOJ list of sex offenders and has not been convicted of a violent or serious felony as described in Subsection (d) of this Section 6.3. However, notwithstanding the foregoing, in the case of any General Daytime Student who is a late registrant for an applicable general college education course, who RCCD determines has failed the background check required pursuant to this Section 6.3, and who appeals such determination by RCCD, RCCD may permit such General Daytime Student to attend the general college education course in which such person is enrolled for one week while the appeal is pending; provided that RCCD shall expedite and complete the appeal process prior to the end of such week, and RCCD shall be solely liable for any and all consequences that, prior to completion of the appeal process, may arise from the presence of such General Daytime Student on the ILC campus.

(c) Procedures are Mandatory. The background-check procedures required pursuant to this Section 6.3 are mandatory and have been approved by the Safe and Healthy Kids Program Office of the California Department of Education as being reasonably sufficient to permit General Daytime Students to access the ILC campus during times that Alvord's minor-aged students may be present on the ILC campus. Any variance from the procedures prescribed by this Section 6.3 shall be deemed and construed to constitute a material breach by RCCD of its obligations pursuant to this Agreement.

(d) Elements of Background Check. The background check to be performed by RCCD on each General Daytime Student shall include all of the following:

(i) RCCD shall compare the name of each General Daytime Student with that student's driver's license or State-issued picture-identification card in order to confirm the identity of the General Daytime Student. In each case, RCCD shall make reasonable efforts to determine whether the driver's license or State-issued identification card is counterfeit or has been altered in any manner. RCCD shall photocopy the identification card of each General Daytime Student and, if such student is cleared pursuant to the procedures set forth in this Section 6.3, shall provide that photocopy to Alvord.

(ii) The RCCD police department shall compare the name of each General Daytime Student to the names on the DOJ on-line list of sex offenders.

(iii) In the case of each General Daytime Student, the RCCD police department shall review its records to determine whether there is any indication that the General Daytime Student has been convicted of any sexual offense or any violent or serious felony as described in Education Code Section 45122.1, without any indication that such person has been deemed rehabilitated by a court or governmental entity having competent jurisdiction.

(iv) Upon determining that any General Daytime Student is either on the DOJ list of sex offenders or has been convicted of a violent or serious felony as described in the foregoing Subdivision (iii), RCCD shall immediately notify the ILC Administrator in writing and, except as provided in Subsection (b) of this Section 6.3 with respect to appeals by late registrants, and except as provided in Subsection (e) of this Section 6.3 with respect to correction of erroneous determinations, shall permanently bar that General Daytime Student from the ILC campus.

(e) *Correction of Erroneous Determination.* RCCD may reinstate in an applicable general college education course any General Daytime Student who was barred from the ILC campus pursuant to the background-check procedures specified in this Section 6.3 if RCCD determines and notifies the ILC Administrator in writing that either the appeal process initiated by the General Daytime Student was resolved by clearing such student or that the determination by the RCC police department that such person is listed as a sex offender or has been convicted of a violent or serious felony as described in this Section 6.3 is erroneous or has been remedied.

**Section 6.4 Access Restrictions for General Daytime Students.** RCCD shall require that each RCCD student attending classes at the ILC wear the identification badge issued to such student in accordance with Section 7.10 of this Agreement at all times while the student is present on the ILC campus prior to 3:30 p.m. on any School Day. RCCD may require that RCCD students wear such identification badges at any or all other times while present on the ILC campus. The use of identification badges will not guarantee that those present on the ILC campus will remain within the areas in which they are authorized to be present. Therefore, RCCD shall prohibit and make reasonable efforts to prevent any General Daytime Students from entering any classrooms, playgrounds, eating facilities, restrooms and other areas that are being used by, are reserved or designated for use by, or are subject to time-restrictions for use by, Alvord and/or its K-5 students in connection with the services, programs and activities conducted by Alvord at the ILC. Alvord may require that RCCD permanently bar from the ILC campus any General Daytime Student who, as determined by Alvord, willfully violates such prohibition or who, after inadvertently violating such prohibition, does not immediately leave a restricted area or otherwise engages in improper or disruptive conduct while in a restricted area.

**Section 6.5 Health Screening.** All students, employees, volunteers and other representatives of either Party, or of any non-Party authorized to conduct, offer or sponsor



services, programs or activities at the ILC, who, as determined by Alvord, may have contact with minor-aged students at the ILC shall comply with all other health-related laws, regulations or other governmental requirements as are, from time to time, applicable to any persons present at the ILC, including, without limitation, any applicable requirements for tuberculosis screening. No person determined to be infected with tuberculosis (active or latent) may at any time enter onto or remain on the ILC campus unless and until cleared by appropriate medical personnel and documented in writing to the ILC Administrator, and Alvord may temporarily or permanently bar from the ILC campus any person who violates such prohibition.

***Section 6.6 Responding to Illnesses, Injuries and Emergencies.*** The administrators and staff of both Parties shall take action(s) consistent with this Section 6.6 when confronted with any situation involving any illness of, or injury to, any person present on the ILC campus. In the event of any minor illness of, or injury to, any person present on the ILC campus, the administrator or staff person shall direct the sick or injured person to (and as necessary, assist or arrange for assistance in getting the sick or injured person to) the ILC Administrator for evaluation and appropriate action, including, but not limited to, contacting parents, guardians or health authorities. In an emergency situation (e.g., severe illness, injury or life-threatening situation, building or vehicle fire, et cetera), the administrator or staff person should request emergency services (i.e., call 911) prior to taking any other action or contacting any other person; however, the administrator or staff person must thereafter notify the ILC Administrator as soon as reasonably possible.

***Section 6.7 Campus Security.***

(a) ***School Resource Officers.*** Alvord and the City of Riverside Police Department (“RPD”) participate in a program pursuant to which the RPD enables School Resource Officers (each an “SRO”) to participate in school activities and provide guidance and security for Alvord’s students and schools. The Parties acknowledge that SROs will, from time to time, be present at the ILC to enhance security and will enforce applicable federal, State and local laws. If present, SROs normally will be present at the ILC only from time to time between the hours of 7:30 a.m. to 5:30 p.m. on School Days.

(b) ***Custodial Staff.*** Alvord’s custodial staff normally will be present at the ILC sometime after normal K-5 school hours on School Days, but not typically later than 10:30 p.m. on any particular night. Alvord shall require that, to the extent they become aware of criminal or unsafe activities, or of hazardous situations such as fires, Alvord’s custodial staff shall report such activities or situations to the appropriate authorities.

(c) ***Security Staff.*** Alvord employs a security staff that patrols its various schools on a random, rotating basis or as required in response to specific, reported situations, between the hours of 7:30 a.m. and 5:30 p.m. on School Days. Alvord shall include the ILC as one of the schools so patrolled by Alvord’s security staff. RCCD, in its discretion, also may cause its security staff to be present at the ILC at any time and/or to patrol the ILC from time-to-time. Each Party shall require that its security staff: whenever present on, or in the vicinity of,

the ILC campus: (i) cooperate with and assist the security staff of the other Party whenever requested or whenever reasonably necessary or advisable; and (ii) provide security services and/or assistance on the ILC campus without regard to whether any person requiring or requesting security or assistance is an employee, student, guest, invitee, et cetera of the other Party.

(d) *Safety Not Guaranteed.* Nothing in this Section 6.7 shall be deemed or construed to constitute a guarantee of the safety or security of any person or property.

## **ARTICLE VII CONTROL OF ACCESS TO THE ILC**

**Section 7.1 Standardized Locking Systems.** No locks, key systems, et cetera shall be installed or used in or at the ILC unless each is a type and/or model specified as an Alvord “standard” product. To facilitate use of a “universal” key for access in and at the ILC: (i) Alvord must, as necessary, replace any doorknob, deadbolt, electronic card reader, or other locking mechanism on any door or gate at the ILC, to ensure compatibility with the universal key; and (ii) no other Party or non-Party may change any locking mechanism on any door or gate at the ILC. The ILC Administrator shall issue copies of the universal key to authorized administrators, custodial staff: and others as determined by the Parties.

**Section 7.2 Access from Exterior.** Alvord shall control all access to the ILC facilities and grounds, including, without limitation, by issuing identification badges with electronically-readable data strips, keys and/or alarm-system, keypad-entry or other access codes required for access to the ILC, to authorized personnel of both Parties. Alvord shall issue any and all such keys and access-codes in accordance with Section 7.5 of this Agreement and shall issue any and all such identification badges in accordance with Section 7.11 of this Agreement.

**Section 7.3 Access to Interior Spaces.** Locks on interior doors at the ILC may be changed only in accordance with Section 7.1. For purposes of this Agreement, the term “interior door” shall include, without limitation, any door that opens from the exterior of a building directly into a classroom or workroom at the ILC. Either Party, RCOE, and any other entity that conducts, offers or sponsors childcare services in the Childcare Exclusive Use Areas, may provide for locks on cabinets and other items capable of being locked that are located in their respective Exclusive Use Areas, to the extent necessary to prevent disclosure of confidential information or materials and/or theft of supplies, materials or other items. To the extent reasonably necessary for performance of maintenance and repairs at the ILC, each Party and non-Party shall provide copies of keys (two copies of each) and/or access codes for all interior cabinets and other items capable of being locked and located in its Exclusive Use Areas to the ILC Administrator. Each Party shall be responsible for ensuring that none of its confidential information or materials are located in cabinets and other items capable of being locked for which the Party has issued keys to any personnel of the other Party or any non-Party.

**Section 7.4 Access by Custodial Personnel.** Alvord shall control access to the ILC for custodial purposes and shall be responsible for issuing, as necessary, identification badges, keys and/or access codes to personnel performing custodial services at the ILC. Alvord shall issue any and all such keys and access-codes in accordance with Section 7.5 of this Agreement, and shall issue any and all such identification badges in accordance with Section 7.11 of this Agreement.

**Section 7.5 Issuance of Keys and Access Codes.** Any request for issuance to personnel of either Party of any key and/or access code that would permit access to the ILC or any portion thereof must be submitted to the ILC Administrator. The ILC Administrator shall issue any and all such keys and access codes. The ILC Administrator shall prepare and keep updated a confidential log of all such keys and access-codes issued, which shall specify the name, position and employer of the individual to whom any key or access code has been issued, together with the door(s), cabinet(s) or other item(s) that may be operated with such key or access code, and such log shall be available at all reasonable times during normal ILC business hours for review by the authorized cabinet-level administrators of either Party.

**Section 7.6 Prohibition Against Unauthorized Use of Keys and Access Codes.** Except as determined in the sole discretion of Alvord and/or the ILC Administrator (e.g., in the case of a night custodian), no Party or non-Party may provide, disclose, release, or otherwise permit any person to possess or use, any such key or access code if such person has not been subject to and completed all fingerprinting and criminal-history background checks and been cleared pursuant to Section 6.2 of this Agreement. Each Party shall prohibit and take steps to prevent its employees and other representatives from providing, releasing or disclosing any identification badges, keys, copies of keys, or access codes to any unauthorized person, including, without limitation, any other employee of the Parties, any parent or other community member, any student, and any volunteer. The Party responsible for any person who violates such prohibition must, upon request of the other Party, permanently bar such person from the ILC, and either Party may pursue any and all available criminal and/or civil remedies against such person.

**Section 7.7 Withdrawal of RCCD Consent to Access the ILC.** RCCD may provide written notice to the ILC Administrator that a specific electronic key is to be deactivated as a result of RCCD withdrawing its permission for the person possessing such key to continue to have access to the ILC campus. A copy of each such notice must be sent concurrently to the Superintendent of Alvord. Upon any such withdrawal of permission by RCCD, RCCD must make reasonable and continuing efforts to confiscate the electronic key and to bar the person that had or has possession of the electronic key from entering in or upon the ILC campus. Within a reasonable time after the ILC Administrator receives any such written notice from RCCD, but not in excess of four business days, Alvord shall deactivate the electronic key that is the subject of RCCD's request. If Alvord fails to deactivate an electronic key within the time required by this Section 7.7, Alvord may be liable as provided by law for any consequences directly attributable to its failure to timely deactivate the key.

**Section 7.8 Points of Student and Visitor Entry to ILC.**

(a) RCCD Students and Visitors. Any and all of RCCD's students, consultants, contractors, volunteers, guests, and invitees must enter the ILC through the RCCD entrance in Building B, Room 203, as depicted on Exhibit A. Notwithstanding the foregoing, after 3:30 p.m. on any School Day, RCCD students may enter the ILC through such other access points as determined in the sole discretion of the ILC Administrator.

(b) Alvord Students and Visitors. Any and all of Alvord's consultants, contractors, volunteers, guests (including, without limitation, parents of students), invitees and all visitors to the ILC shall enter the ILC through the entry at the public reception counter located in Building A, Room 123, as depicted on Exhibit A.

**Section 7.9 Visitor Identification and Access Restrictions.**

(a) Visitor Sign-In and Identification. Each Party shall require and take reasonable steps to enforce the requirements that its consultants, contractors, volunteers, guests (including, without limitation, parents of students), invitees and other visitors at all times shall: (i) sign-in upon entering onto ILC campus, indicating the reason for the visit and/or the person being visited; (ii) wear an assigned identification badge in a clearly-visible location on such person's chest at all times while present on the ILC campus; and (iii) return the identification badge upon termination of the visit. The ILC Administrator shall make the sign-in sheets and identification badges available at the ILC public reception counter and at the RCCD entrance.

(b) Visitor Identification Badges. The ILC Administrator may provide visitor identification badges that have separate colors or other markings representing authorized areas, times or purposes for which the badge holder may enter or be present on the ILC campus. In no event shall the ILC Administrator or RCCD issue identification badges pursuant to this Section 7.9 to any adult student, employee or other representative of any Party or any non-Party authorized to conduct, offer or sponsor services, programs or activities at the ILC unless such person is present at the ILC at such time solely in such person's capacity as a visitor for authorized purposes, and at no time during such visit may such person wear or display any identification badge issued to the person pursuant to Section 7.10 or Section 7.11 of this Agreement.

(c) Enforcement. Each Party shall prohibit and take reasonable steps to prevent any person authorized to enter or be present at the ILC for a particular purpose from entering or remaining in or on any portion of the ILC facilities and/or grounds other than as reasonably necessary in connection with such purpose and/or at any time other than as authorized. The ILC Administrator may temporarily or permanently bar from the ILC campus any person who refuses or otherwise fails to comply with the requirements of, or requirements implemented pursuant to, this Section 7.9.

(d) Applicability. This Section 7.9 shall not be deemed or construed to apply to members of the public who visit the ILC for purposes of any special or other event to which

members of the public are invited or permitted, if the event will be held during hours other than when regular K-S classes or programs are being conducted, and if the event will be held in a particular venue at the ILC for a particular purpose, including, but not limited to, PTA meetings or community health-fairs held in the MPR, Civic Center Act functions held in any classroom, community recreational programs held on the ILC grounds, visits to the museum, and similar activities. Nothing in this Section 7.9 shall be deemed or construed to modify or limit the provisions of Sections 6.3 or 6.4 of this Agreement.

***Section 7.10 RCCD Student Identification and Access Restrictions.***

(a) *RCCD Option to Issue Identification.* The identification badges issued to RCCD students (whether General Daytime Students or RCCD students enrolled in early-childhood education or teacher-training programs) must not incorporate any electronically-readable data strip that can operate any of the electronic card readers controlling access to or on the ILC campus. Therefore, RCCD shall have the option of issuing identification badges to any or all RCCD students; provided that RCCD: (i) must do so at no cost or expense to Alvord; (ii) must provide a log to Alvord that identifies each such student, the times such student will be attending classes on the ILC campus, and whether such student is a General Daytime Student or is enrolled in RCCD's early-childhood education or teacher-training programs; (iii) must retain the RCCD logo and orange and black color-scheme of its current student identification badges for General Daytime Students or, alternatively, coordinate with Alvord as to the size, color, layout and other attributes of identification badges for General Daytime Students to ensure that they are easily differentiated from other identification badges to be worn on the ILC campus; and (iv) must coordinate with Alvord as to the size, color, layout and other attributes of identification badges for RCCD students enrolled in RCCD's early-childhood and teacher-training programs to ensure that they are easily differentiated from other identification badges to be worn on the ILC campus. In the event RCCD desires that Alvord issue identification badges to RCCD students, Alvord will do so consistent with Section 7.11 of this Agreement, but in no event shall any such identification badges incorporate any electronically-readable data strip that can operate any of the electronic card readers controlling access to or on the ILC campus.

(b) *Enforcement.* RCCD shall require and take reasonable steps to enforce the requirement that, between the hours of 7:00 a.m. and 3:30 p.m. on each School Day, each of RCCD's students wears an assigned identification badge in a clearly-visible location on such person's chest, or hanging at chest-level from a lanyard around such person's neck, while present on the ILC campus. RCCD shall prohibit and take reasonable steps to prevent any RCCD student from entering or remaining in or on any portion of the ILC facilities and/or grounds: (i) without wearing his or her own assigned identification badge; (ii) at any time other than as authorized; or (iii) for any purpose other than as authorized. The ILC Administrator may temporarily or permanently bar from the ILC campus any person who refuses or otherwise fails to comply with the requirements of this Subsection (b). Nothing in this Section 7.10 shall be deemed or construed to modify or limit the provisions of Sections 6.3 or 6.4 of this Agreement.

***Section 7.11 Employee Identification and Access Restrictions.***

(a) *Alvord to Issue Identification.* Alvord has restricted and may further restrict access in or on the ILC facilities and/or grounds through use of electronic card readers that are programed to permit access to an authorized person only upon such person inserting his or her identification badge into the card reader. Because access to the various portions of the ILC is so restricted, Alvord shall issue any and all identification badges that are to incorporate any electronically-readable data strip that, when inserted into an electronic card reader, will provide access to some or all of the ILC campus. Such identification badges include, without limitation, those to be issued to teachers and staff of either Party and any non-Parties. Except as determined in the sole discretion of the ILC Administrator, Alvord will not issue an identification badge pursuant to this Section 7.11 to any person who has not been subject to and completed all fingerprinting and criminal-history background checks and been cleared pursuant to Section 6.2 of this Agreement.

(b) *Procedures for Issuance of Identification.* Each Party, and each non-Party authorized to conduct, offer or sponsor services, programs and/or activities at the ILC, must identify, in writing to the ILC Administrator, each of its employees that it has authorized to receive an identification badge pursuant to this Section 7.11, including: (i) the person's legal name; (ii) the person's position or title; (iii) the quarter, semester or other period the person will be authorized to enter and be present on the ILC campus; and (iv) any other pertinent information as reasonably required by the ILC Administrator, including, without limitation, any of the information described in Subsection (c) of this Section 7.11. In order to obtain such identification badge, each such authorized person must display to the ILC Administrator a picture-identification card issued by the California Department of Motor Vehicles or other authorized governmental entity that sufficiently verifies such person's identity and must permit the ILC Administrator to photograph his or her face and clothed upper body. RCCD may, at its cost, provide the identification-card blanks that the ILC Administrator will use to create identification badges for RCCD employees. In such event, RCCD and Alvord must consult and agree on the size, layout, color and other attributes of the identification-card blanks to be provided by RCCD and, in the absence of such agreement, Alvord shall determine such attributes. Each Party and non-Party shall pay all direct costs (defined in Section 1.8 of this Agreement) of issuing identification badges to that Party's employees. The ILC Administrator may issue identification badges having separate colors or other markings (e.g., Alvord and RCCD logos) representing authorized areas, times or purposes for which the badge holder may enter or be present on the ILC campus. The ILC Administrator may charge a reasonable fee for replacement of any lost, damaged or destroyed identification badge issued pursuant to this Section 7.11.

(c) *Logging of Issued Identification Badges.* The ILC Administrator shall prepare and keep updated a confidential log of all identification badges issued pursuant to this Section 7.11, which shall specify: (i) the name and position or title of the person to whom the badge has been issued; (ii) such person's role or function at or in the ILC; (iii) the expiration date, if any, of the identification badge; (iv) the time(s) of day that such person is authorized to

enter in and upon the ILC grounds; (v) the areas in or on the ILC facilities and/or grounds that such person may enter; (vi) the Party that employs or otherwise authorized such person to obtain an identification badge; and (vii) any other pertinent information as reasonably required by the ILC Administrator. The ILC Administrator shall make the log available at all reasonable times during normal ILC business hours for review by the authorized cabinet-level administrators of either Party.

(d) *Enforcement.* Each Party and non-Party shall require and take reasonable steps to enforce the requirement that each of its employees wears his or her identification badge issued pursuant to this Section 7.11 in a clearly-visible location on such person's chest, or hanging at chest-level from a lanyard around such person's neck, at all times while present on the ILC campus. Each Party and non-Party shall prohibit and take reasonable steps to prevent, except in the case of an emergency, any authorized person from intentionally or negligently permitting use of his or her identification badge by or for any other person, including, without limitation, permitting any person to have access to any restricted area that the person otherwise is not authorized to enter. Each Party and non-Party shall prohibit and take reasonable steps to prevent any of its employees from entering or remaining in or on any portion of the ILC facilities and/or grounds of the ILC: (i) without wearing his or her own assigned identification badge; (ii) at any time other than as authorized; or (iii) for any purpose other than as authorized. The ILC Administrator may temporarily or permanently bar from the ILC campus any person who refuses or otherwise fails to comply with the requirements of this Subsection (d).

## **ARTICLE VIII TRAFFIC AND PARKING AT THE ILC**

**Section 8.1** *Avoiding Congestion of Public Streets.* Each Party shall be responsible for the coordination and scheduling of its uses of the ILC facilities in a manner that minimizes any adverse affects on traffic and safety on and along the public streets in the vicinity of the ILC, including, without limitation, related impacts on homeowners.

**Section 8.2** *Use of Student Drop-Off Lane and Traffic Lanes.* Subject to any rules, restrictions or other requirements that the Parties may promulgate, the students, employees, guests and invitees of both Parties, and members of the general public, may use the student drop-off lane located at the northerly end of the ILC campus that has an entrance and an exit off of Raley Drive and any traffic lanes through the parking areas at the ILC.

**Section 8.3** *Use of Fire-Truck Access Road.* The fire-truck access road at the ILC may be used only for mass-student transportation (i.e., student bussing) in connection with the K5 programs and activities at the ILC, by en lergency or authorized governmental personnel (including, without limitation, fire-department inspectors), and by authorized maintenance, security and similar personnel. The Parties shall prohibit and prevent all other use of the fire-truck access road by motorized vehicles of any type and by any other person, including, without limitation, any students, employees, volunteers, guests or invitees of either Party or any non-Party

authorized to conduct, offer or sponsor services, programs or activities at the ILC. The provisions of this Section 8.3 shall not apply to any portion of the fire-truck access road at the ILC that also serves as a traffic lane through any of the parking areas at the ILC or as any portion of the student drop-off lane located at the northerly end of the ILC campus; provided that no person at any time may block any traffic or student drop-off lane at the ILC.

***Section 8.4 Reserved Daytime Parking Area.*** Alvord may from time to time, but not more than once per Alvord/ILC school year, designate spaces in the parking lots at the ILC as reserved for the exclusive use of Alvord's employees, volunteers, and invitees, and by members of the public or others who visit the ILC between the hours of 7:00 a.m. and 3:00 p.m. on any School Day ("Reserved Daytime Spaces"). Alvord shall determine the number of Reserved Daytime Spaces based on estimated and actual staffing levels, parking lot usage, et cetera. The number of Reserved Daytime Spaces may be modified as deemed appropriate by the ILC Coordinating Council. Alvord may post signs and/or stencil curbs, or may undertake other steps as it determines necessary, to make apparent which are the Reserved Daytime Spaces, and Alvord may designate one or more areas for parking by its employees, volunteers and invitees that are separate from areas designated for visitor parking.

***Section 8.5 General Restrictions on Parking at the ILC.***

(a) *Parking During K-5 School Hours.* Between the hours of 7:00 a.m. and 3:00 p.m. on any School Day: (i) Alvord's employees, volunteers, and invitees, and members of the public and others who visit the ILC campus during such period, may park only in the Reserved Daytime Spaces; and (ii) RCCD's students, employees, volunteers and invitees may, on a first-come, first-served basis, park in any of the parking spaces in the ILC parking lot that are not designated as Reserved Daytime Spaces. RCCD shall prohibit and make reasonable efforts to prevent its students, employees, volunteers, and invitees from parking in the Reserved Daytime Spaces between the hours of 7:00 a.m. and 3:00 p.m. on each School Day.

(b) *Parking During Non-K-5 School Hours.* At all times other than between the hours of 7:00 a.m. and 3:00 p.m. on each School Day, and other than as reserved for any Special Event, the parking spaces at the ILC shall be available on a first-come, first-served basis. Parking during Special Events shall be coordinated as provided in Section 8.7 of this Agreement.

(c) *Parking In Designated Spaces Only.* With the exception of emergency vehicles and maintenance vehicles the presence of which is then required, at no time may any person park any motor vehicle, including, without limitation, any two-wheel motor vehicle, on the ILC grounds in other than designated parking spaces, such prohibition including, without limitation, all turf and athletic field areas, and all asphalt play-courts, the fire-truck access road, traffic lanes through the parking areas, sidewalks and other paved and unpaved surfaces. Except for emergency vehicles or maintenance vehicles the presence of which is then required, all vehicles must be parked in designated parking spaces with the front of the vehicle facing away from the adjacent traffic lane (i.e., a vehicle must not be backed into any parking space), so that the rear bumper and license plate of the vehicle is visible from the adjacent traffic lane. This



Subsection (c) shall apply to any and all stopped, vehicles, regardless of the amount of time stopped, whether the vehicle's engine or motor continues to operate or whether the vehicle operator remains in the vehicle, but shall not apply to any vehicle stopped solely due to traffic or safety considerations such as vehicles backing from parking spaces or pedestrians within the vehicle's path of travel. Notwithstanding the foregoing, the Parties shall enforce the requirement that business delivery vehicles (e.g., FedEx, UPS, U.S. Mail, et cetera) may temporarily park in the drop-off lane adjacent to Parking Area 2 for purposes of deliveries to the ILC, but in no case for longer than reasonably necessary to complete the delivery.

(d) Other Restrictions on Parking. Notwithstanding anything to the contrary, in no circumstances shall overnight parking at the ILC be permitted, and handicap-accessible spaces at the ILC shall at all times be available on a first-come, first-served basis to anyone eligible in accordance with the law to park in such space.

**Section 8.6 Requirements for Parking Permits.**

(a) General Requirements. As a condition to being authorized to park a vehicle at the ILC, each student, staff member or other representative of RCCD must obtain a parking permit from RCCD and must display such permit in the vehicle at all times it is parked at the ILC. Alvord may issue parking permits to its employees and others for parking in the Reserved Daytime Spaces.

(b) Lost or Stolen Parking Permits. In no circumstances shall either Party or the ILC Administrator be responsible for any lost or stolen parking permit. A Party may charge a reasonable fee for replacement of any lost or stolen parking permit, but any such fee must be charged on a non-discriminatory basis to every person to whom that Party issues a replacement parking permit.

(c) Parking Permits Not Required for Visitors. Visitors to the ILC shall not be required to obtain a parking permit in order to park vehicles in Reserved Daytime Spaces. However, the ILC Administrator shall, at all times prior to 3:00 p.m. on any School Day, require that each of its visitors sign in at the ILC public reception counter, and RCCD shall require that each of its visitors sign in at the RCCD entrance to the ILC. Each of the ILC Administrator and RCCD shall require that, when so signing in, each visitor to the ILC must specify his or her vehicle make, model and license-plate number; provided that such requirements need not be applied to any person merely dropping something off or making an inquiry at the ILC reception counter or RCCD entrance, without proceeding onto the ILC campus past such point. The ILC Administrator or RCCD, as applicable, shall require that each visitor remove his or her vehicle from the ILC parking areas and grounds as soon as practicable after termination of the meeting, activity or other reason for the visit.

**Section 8.7 Parking During Special Events.** The Parties shall coordinate parking for each special, after-school-hours, or extraordinarily large event held in or at the ILC to the extent necessary to ensure that adequate parking is available to accommodate those attending and/or

participating in such event. To the extent necessary, such coordination may include, without limitation, restrictions on parking at the ILC campus and/or arrangements for shuttling of attendees from remote parking facilities.

**Section 8.8 Off-Site Parking and Rideshare Programs.** If at any time the parking available at the ILC for vehicles used by a Party's students, employees, volunteers, guests and/or invitees is not sufficient to reasonably accommodate all such vehicles, such Party shall arrange for off-site parking and/or rideshare programs for use by its students, employees and volunteers. Such offsite parking arrangements may include, without limitation, agreement(s) for use of parking spaces at La Sierra University. Both Parties shall make reasonable efforts to ensure that parking by their respective students, employees, volunteers, guests and/or invitees on public streets in the vicinity of the ILC at no time creates an unreasonable nuisance or irritation for those residing on such streets, and both Parties shall cooperate with efforts by the City or other governmental entity with appropriate jurisdiction to impose parking restrictions for the public streets in the area of the ILC intended to minimize any such nuisance or irritation.

**Section 8.9 Enforcement of Parking Regulations.** The ILC Administrator may enforce the provisions of this Article VIII. In addition, officers of the RCCD Campus Safety and Police Office, any SRO, and any other on-duty RPD or Riverside County Sheriff Department officer may enforce the provisions of this Article VIII other than Sections 8.1 and 8.7. The ILC Administrator and/or the RCCD Campus Safety and Police Office, each in their own discretion, may call upon the RPD or other governmental entity with appropriate jurisdiction for enforcement of such provisions, or may arrange for towing of vehicles found in violation of such provisions. If a person is found to have violated any of such provisions or any other rule, regulation or law applicable to parking or use of motor vehicles at the ILC, the ILC Administrator may temporarily or permanently revoke such person's privilege to park at the ILC and/or use any and all parking areas, traffic lanes, drop-off lanes and/or driveways at the ILC.

## **ARTICLE IX CAPITAL IMPROVEMENTS, MAINTENANCE, OPERATIONS AND REPAIRS**

### **Section 9.1 Facility Maintenance and Operations.**

(a) **Allocation of M&O Responsibility.** Alvord shall be responsible for the physical operation, routine maintenance and repair of the ILC, which shall mean that Alvord has responsibility for: (i) obtaining and providing water, electricity, natural gas and other utility services for the ILC; (ii) providing custodial services, equipment, materials and supplies as necessary for the ILC; (iii) repairing and maintaining the physical plant of the ILC in reasonable condition(s) that permit continued use of the ILC for its intended purposes and prevents disrepair; and (iv) other things necessary in connection with operation of the ILC. The term "repair" as used in this Section 9.1 shall not be deemed or construed to apply to any item that is intentionally or negligently damaged by any person, and such damage is addressed in Section 9.2 of this Agreement. The term "routine maintenance" as used in this Section 9.1 shall be deemed to include preventive maintenance. Alvord shall operate, maintain and repair the facilities and

grounds at the ILC: (i) in keeping with reasonable practices for public property; and/or (ii) as agreed in writing by the Parties. Alvord shall be responsible pursuant to this Subsection (a) for: (i) all buildings and building systems (e.g., heating, ventilation and air conditioning, potable water, lighting, et cetera); (ii) all parking areas, traffic lanes, drop-off areas, the fire road, sidewalks and similar areas; (iii) all landscaping and irrigation systems; (iv) all turf and hardscape play areas and equipment; and (v) all “technology” infrastructure (e.g., conduit, junction boxes, cabling, et cetera). Each Party shall be solely responsible for routine maintenance and repair of equipment and fixtures located or installed at the ILC that such Party owns, leases or has otherwise provided for use at the ILC. Alvord shall attempt to schedule necessary routine maintenance and repairs at mutually convenient times unless they are to be performed on an emergency basis. RCCD shall notify Alvord in writing if RCCD desires that Alvord address any particular ILC operations, maintenance or repair matter. Notwithstanding the foregoing, the Parties may agree that each Party shall provide its own custodial services for their respective Exclusive Use Areas.

**(b) Allocation and Payment of M&O Costs.** Subject to its rights to reimbursement from RCCD pursuant to this Subsection (b), Alvord initially shall pay all costs of operations, maintenance and/or repairs performed in accordance with Subsection (a) of this Section 9.1 (“M&O Costs”). In accordance with the procedures set forth in Section 10.1 herein, RCCD shall during the term of this Agreement reimburse Alvord for 22.5 percent of the M&O Costs, and Alvord shall be responsible for payment of the remaining 77.5 percent of the M&O Costs. In addition, RCCD shall during the term of this Agreement reimburse to Alvord the equivalent of the cost of wages and benefits for one and one-half full-time custodians employed at the ILC. Payment for maintenance of the grounds shall be solely the responsibility of Alvord.

**Section 9.2 Repair of Damages to Facilities, Fixtures and Equipment.**

**(a) Allocation of Repair Responsibility.** Alvord shall be responsible for performing repairs of any and all damage to the facilities, fixtures, or grounds at the ILC, regardless of the cause of the damage. RCCD shall immediately notify Alvord of any and all such damage of which RCCD becomes aware, and Alvord shall immediately notify RCCD of any and all such damage of which Alvord becomes aware. With respect to repairs to property at the ILC other than the interior of any RCCD Exclusive Use Areas, including, without limitation, any corridors, hallways, building systems, exterior walls, roofs, playground equipment, landscaping, et cetera, Alvord shall perform such repairs as determined by Alvord in its reasonable discretion. With respect to repairs to the interior of any RCCD Exclusive Use Area, except in the event of an emergency or when immediate repairs are necessary to prevent additional damage to any property or injury to any person, Alvord shall perform such repairs as determined by the Parties. Notwithstanding the foregoing, any and all repairs to the facilities, fixtures and grounds at the ILC, shall be consistent with reasonable practices for public property, permit continued use of the ILC for its intended purposes, and be aesthetically consistent with similar facilities, fixtures or grounds at the ILC. Each Party shall be responsible for repairing any and all damages to computers, copiers, printers, facsimile machines, and other non-building-systems equipment at

the ILC that such Party owns, leases or otherwise has provided for use at the ILC, regardless of the cause of the damage.

(b) Allocation of Repair Costs. Notwithstanding any other provision of this Agreement, each Party shall be responsible for the costs to repair any and all damages to the facilities, fixtures, equipment or grounds at the ILC caused by or resulting from the act(s) of any employee, student, volunteer, guest, or invitee of that Party on the ILC campus, any person who is present on the ILC campus as a result or consequence of any service, program or activity conducted, offered or sponsored by that Party at the ILC, or any person who is present on the ILC campus pursuant to, or as a result or consequence of, that Party's rights under this Agreement. If any such damage occurs to an item or thing during any period when the item or thing was controlled by a Party, or was being used by or for purposes of such Party, there shall be a rebuttal presumption that the use resulted in the damage and that such Party is responsible for the cost to repair the item or thing. In the event any damage to the facilities, fixtures, equipment or grounds at the ILC is the result of any cause other than the foregoing, including, without limitation, any natural cause (e.g., storm, wildfire, earthquake, et cetera), or if the Parties reasonably are unable to determine the cause of any damage, each Party shall be responsible for the cost incurred in repairing the damage to the facilities, fixtures, equipment or grounds at the ILC that such Party owns. Except in the event of an emergency or when immediate repairs are necessary to prevent additional damage to property or injury to any person, the Parties shall confer and agree as to the cause of any damage and estimated cost to repair such damage prior to undertaking any repairs for which one Party anticipates any reimbursement from the other Party.

**Section 9.3 Initial Capital Costs.** In accordance with Education Code Section 17077.42 and pursuant to separate agreement between the Parties, RCCD has contributed an amount toward construction of the portion of the ILC facilities funded in whole or in part using the Joint Use Funding that is at least 25% of the total cost thereof, and Alvord has contributed the balance of the local "matching" funds required for the construction of such facilities.

**Section 9.4 Capital Improvements Costs.** Subject to the terms of this Section, Alvord shall be responsible for the performance of any capital improvements, repairs and/or replacements to the ILC (each a "Capital Improvement"). For purposes of this Agreement, Capital Improvements are defined as: (i) any addition, reconstruction, renovation or replacement (other than normal repair and maintenance pursuant to Section 9.1 herein and repair of damage pursuant to Section 9.2 herein) of (1) building structural members, (2) roof or roofing materials, (3) HVAC, electrical, plumbing or other building or utility systems; (ii) any paving, resurfacing, re-stripping and/or repainting of the parking lot, fire access road or similar areas; and (iii) other improvements normally deemed to be "capital" facilities improvements, repairs and/or replacements. Except in the event of an emergency or when immediate Capital Improvements are necessary to prevent additional damage to property or injury to any person, the Parties shall confer regarding the extent, nature, and estimated or projected costs of each necessary Capital Improvement, and shall agree in advance as to the necessity, overall cost or estimated cost, and estimated amount of each Party's financial contribution toward the cost of the Capital

Improvement, prior to undertaking any the Capital Improvement. In accordance with the procedures set forth in Section 10.1 herein, RCCD shall during the term of this Agreement reimburse Alvord for 22.5 percent of all costs incurred for Capital Improvements relating to the ILC generally (e.g., resurfacing and re-stripping of parking lots and re-roofing of all or substantially all of the buildings at the ILC), and Alvord shall be responsible for payment of the remaining 77.5 percent of such costs. However, if a Capital Improvement relates solely to a building or buildings on the 3-Acre Parcel owned by RCCD, and does not relate to the ILC generally (e.g., replacement of one worn-out HVAC unit), then RCCD shall be responsible for the full cost of the Capital Improvement. Likewise, if a Capital Improvement relates solely to a building or buildings on the 13-Acre Parcel owned by Alvord, and does not relate to the ILC generally, then Alvord shall be responsible for the full cost of the Capital Improvement. Notwithstanding the foregoing, RCCD or the childcare program operator shall pay all the capital improvement costs for adding diaper-changing stations in the preschool rooms and for the preschool playground.

***Section 9.5 Damage Precluding Safe and Reasonable Operations.***

(a) *Within Twenty Years of Effective Date.* Notwithstanding anything to the contrary, if, within twenty years of the Effective Date, the ILC is substantially damaged or destroyed such that it is not possible, practical or feasible for either Party or both Parties to safely and reasonably continue to conduct, offer or sponsor the services, programs and activities at the ILC that are authorized pursuant to this Agreement, the Parties shall meet and confer with respect to reconstruction, replacement or repair of the damaged or destroyed portions of the ILC ("Destroyed Facilities"). The Parties shall determine if available insurance proceeds, together with any other funds as either Party may agree to contribute, will be sufficient to pay all costs and expenses of reconstructing, replacing and/or repairing the Destroyed Facilities to the standards and to the extent required pursuant to the then-existing requirements of the Division of State Architect and applicable provisions of the California Code of Regulations, the Uniform Building Code, and other federal, State and local laws. If the Parties determine that the available insurance proceeds and other funds to be contributed by the Parties will be sufficient to pay all of such costs and expenses, the Parties shall determine and agree in writing on all terms necessary to complete the reconstruction, replacement and/or repair of the Destroyed Facilities. If the Parties determine that available insurance proceeds and other funds to be contributed by the Parties are not sufficient to pay all of such costs and expenses, either Party may determine not to reconstruct, replace or repair the portion of the ILC that such Party owns, in which event this Agreement shall terminate.

(b) *More Than Twenty Years After Effective Date.* Notwithstanding anything to the contrary, if, at any time more than twenty years after the Effective Date, the ILC is substantially damaged or destroyed such that it is not possible, practical or feasible for either Party or both Parties to safely and reasonably continue to conduct, offer or sponsor the services, programs and activities at the ILC that are authorized pursuant to this Agreement, either Party, in its sole discretion, may determine not to reconstruct, replace or repair the portion of the ILC that such Party owns, in which event this Agreement shall terminate.

**ARTICLE X**  
**PAYMENT OF AMOUNTS DUE TO OTHER PARTY**

**Section 10.1 Invoicing and Payment of Amounts Due.** Each Party shall provide invoices for amounts payable to that Party pursuant to this Agreement, unless the Parties agree otherwise, on a quarterly basis. An invoice must include information in such reasonable detail as will permit the other Party to determine the basis for each charge specified in the invoice. A Party must pay the reasonably undisputed portion of any such invoice within thirty days of receiving the invoice. Any amounts not paid within such thirty-day period shall, at the election of the invoicing Party, be subject to payment of interest at the prime rate +2%. A Party may consolidate the invoicing of charges payable by the other Party into a single invoice, provided that the invoice clearly and reasonably specifies each item being charged separately from the other items. For purposes of such consolidation of invoicing, the billing Party may defer invoicing anyone or more individual charges for up to one billing period after those charges otherwise would have been due and payable. Notwithstanding the foregoing, a Party's failure to timely include any amount due pursuant to this Agreement in any invoice shall not be deemed or construed as a waiver by such Party of a right to payment of such amount.

**ARTICLE XI**  
**LIABILITY, INDEMNIFICATION AND DEFENSE**

**Section 11.1 Sole Acts or Omissions of Alvord.** Alvord shall indemnify, defend, and hold-harmless RCCD and each of its governing body members, officers, employees and agents (each an "RCCD Agent") against and from any and all claims, demands, actions, governmental proceedings, damages, costs, expenses (including, without limitation, attorney's fees and expenses), and other liabilities of any nature (including, without limitation, those arising from damage to property or the injury or death of any person) arising solely out of the acts or omissions of Alvord in connection with or pursuant to this Agreement. In its sole discretion and at its own cost and expense, RCCD may participate in the defense of any such claim, demand, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve Alvord of any obligation imposed pursuant to this Section 11.1. RCCD shall promptly notify Alvord of any claim, demand, action, or proceeding within the scope of this Section 11.1 and shall cooperate fully in Alvord's defense of same.

**Section 11.2 Sole Acts or Omissions of RCCD.** RCCD shall indemnify, defend, and hold-harmless Alvord and each of its governing body members, officers, employees and agents (each an "Alvord Agent") against and from any and all claims, demands, actions, governmental proceedings, damages, costs, expenses (including, without limitation, attorney's fees and expenses), and other liabilities of any nature (including, without limitation, those arising from damage to property or the injury or death of any person) arising solely out of the acts or omissions of RCCD in connection with or pursuant to this Agreement. In its sole discretion and at its own cost and expense, Alvord may participate in the defense of any such claim, demand,

action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve RCCD of any obligation imposed pursuant to this Section 11.2. Alvord shall promptly notify RCCD of any claim, demand, action, or proceeding within the scope of this Section 11.2 and shall cooperate fully in RCCD's defense of same.

**Section 11.3 Joint Acts or Omissions.** Each Party shall provide its own defense with respect to any claim, demand, action or governmental proceeding arising out of the joint acts or omissions of the Parties. In such cases, except as provided in Section 11.4, each Party shall retain its own legal counsel and bear its own defense costs, and each Party hereby waives any right to reimbursement of such defense costs from the other Party.

**Section 11.4 Joint Defense.** Notwithstanding the provisions of Section 11.3, the Parties may agree in writing to a joint defense of any claim, demand, action or governmental proceeding arising out of the joint acts or omissions of the Parties. Any such agreement may provide that the Parties shall appoint legal counsel, as agreed by the Parties, to defend such claim, demand, action or proceeding. Except as provided in Section 11.5, the Parties shall equally bear (i) the cost of any such joint defense and (ii) any amount paid by the Parties in settlement of, or as a result of a final judgment issued by a court of competent jurisdiction or binding-arbitration award relating to, the claim, demand, action or proceeding. Except as provided in Section 11.5, the Parties shall equally share in any amount awarded to or received by the Parties in settlement of, or as a result of a final judgment issued by a court of competent jurisdiction or binding-arbitration award relating to, the claim, demand, action or proceeding. Neither Party may bind the other Party to any settlement of a claim, demand, action, or proceeding without the express written consent of the other Party.

**Section 11.5 Comparative Fault/Damages.** Notwithstanding anything in this Article XI to the contrary, in the event any settlement, judgment issued by a court of competent jurisdiction, or binding-arbitration award allocates or determines the comparative fault of the Parties, a Party shall be entitled to reimbursement of its defense, settlement, judgment and/or award costs and payments, consistent with such comparative fault, from the other Party. In the event the Parties have agreed to a joint defense as provided in Section 11.4 of this Agreement, either Party may request that the court or arbitrator, as applicable, apportion between the Parties any amount awarded to or to be received by the Parties in connection with such joint defense, based on relative merit, risk of loss, and/or damages incurred by each Party.

**Section 11.6 Statutory Liability.** In the event a final judgment issued by a court of competent jurisdiction determines that this Agreement is an agreement within the scope of Government Code Section 895 and, in connection therewith, imposes liability on a Party solely by virtue of Government Code Section 895.2, that Party shall be entitled to reimbursement of its defense, settlement, judgment and/or award costs and payments arising from such liability, in full, from the other Party. In the event Government Code Sections 895 and/or 895.2 are altered or repealed, the requirements of this Section 11.6 shall apply with respect to any similar,

successor or superseding law that imposes liability on a Party consistent with provisions of Government Code Section 895.2 in effect as of the Effective Date.

**Section 11.7 Survival.** With respect to any act, omission, or incident that occurs prior to expiration or earlier termination of this Agreement, the rights and obligations set forth in this Article XI shall survive expiration or earlier termination of this Agreement.

## **ARTICLE XII INSURANCE REQUIREMENTS**

**Section 12.1 General Insurance Requirements.** Within thirty days after the Effective Date, the Parties shall have obtained and have in force the policies of insurance required pursuant to this Article XII. Such policies shall be issued by an insurer licensed to do business in this State and having an A.M. Best Company Rating of not less than an “A-“ (A Minus) and Financial Size Category of not less than “IX.” Notwithstanding the foregoing, either Party may obtain the insurance coverage required pursuant to this Agreement through a joint-powers self-insurance cooperative of which the Party is a member.

**Section 12.2 Verification of Required Coverage.** Not later than thirty days after the Effective Date, each Party shall furnish to the other Party a certificate of insurance for each policy of insurance required pursuant to this Article XII (each a “Certificate of Insurance”) stating that the required insurance coverage is in full force and effect and naming the other Party as an additional insured. Within sixty days of the Effective Date, each Party shall provide to the other Party copies of all policies of insurance required pursuant to this Article XII, which the receiving Party may review for compliance with this Article XII. A Party that determines the other Party’s insurance does not satisfy the requirements of this Article XII shall provide written notice of the deficiency to the other Party, which shall have twenty days to cure the deficiency. A failure by a Party that has received a copy of any insurance policy (“Receiving Party”) to review that policy, or to provide any notice of deficiency in regard to that policy, shall in no event be deemed or construed to constitute acceptance or waiver by the Receiving Party of any failure by the other Party to comply with the requirements of this Article XII.

**Section 12.3 Continuity of Coverage.** Until such time as this Agreement is terminated, each Party shall maintain in full force and effect, without any lapse in coverage, all policies of insurance that such Party is required to maintain pursuant to this Article XII, whether through the original or any renewal or replacement policies. Each policy of insurance maintained by a Party pursuant to this Article XII and each associated Certificate of Insurance shall provide that the insurer may not cancel, terminate, or allow the insurance policy to expire without providing written notice to the other Party at least thirty days prior to any such cancellation, termination or expiration, except in the event of cancellation for non-payment, in which case the insurer shall provide such written notice not less than ten days prior to cancellation. Language in a policy or Certificate of Insurance to the effect that the insurer will “endeavor” to provide such notice shall not be acceptable.



**Section 12.4 Primary and Secondary Coverage.** Insurance coverage maintained by a Party shall be deemed and construed as primary with respect to matters for which such Party is primarily liable or responsible pursuant to this Agreement, and the insurance coverage maintained by the other Party shall be deemed secondary with respect to such matters. This Section 12.4 shall be interpreted to mean that, with respect to portions of the ILC owned by a Party, that Party's insurance shall be primary, and the other Party's insurance shall be secondary, if the other Party is not otherwise primarily liable for the damage, injury or other matter at issue.

**Section 12.5 Liability Insurance.** Each Party shall obtain and maintain in accordance with this Article XII a policy or policies of commercial general liability insurance ("Liability Policy"), written on an occurrence basis, that provides coverage for damage to property and injury to any person (including death) arising from or occurring in connection with this Agreement, the performance of this Agreement, the presence on or use of any property pursuant to this Agreement, or the presence of any person on the ILC pursuant to or as a consequence of this Agreement. Each Party's Liability Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer's rights of subrogation against the other Party. Each Party's Liability Policy shall include coverage for the contractual liability assumed by such Party pursuant to Article XI. Unless modified pursuant to Section 12.8 of this Agreement, in no event shall a Liability Policy provide coverage in an amount less than five million dollars (\$5,000,000) per occurrence, and, if an insurance aggregate limit applies, not less than twenty million dollars (\$20,000,000) shall apply specifically to this Agreement.

**Section 12.6 Motor Vehicle Insurance.** Each Party shall obtain and maintain in accordance with this Article XII a policy or policies of liability insurance, written on an occurrence basis, that provides coverage for all motor vehicles owned, leased, rented, or used by a Party in undertaking any activities on or at the ILC ("Vehicle Policy"). Each Party's Vehicle Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer's rights of subrogation against the other Party. Unless modified pursuant to Section 12.8 of this Agreement, in no event shall a Party's Vehicle Policy provide coverage for damage to property and injury to any person (including death) in an amount less than two million dollars (\$2,000,000), and, if an insurance aggregate limit applies, not less than four million dollars (\$4,000,000) shall apply specifically to this Agreement. The provisions of this Section 12.6 shall not be deemed or construed to require that a Party obtain and/or maintain insurance covering the personal vehicles of its employees who drive those vehicles to and from the ILC for purposes of their employment.

**Section 12.7 Workers' Compensation Insurance.** Each Party shall obtain and maintain in accordance with this Article XII a policy or policies of workers' compensation insurance in compliance with Section 3700 *et seq.* of the Labor Code and all other applicable requirements, including, without limitation, any laws as may be enacted or amended from time to time. Each Party's workers' compensation insurance policy shall include a standard waiver of the insurer's rights of subrogation against the other Party.

**Section 12.8 Annual Review and Adjustment of Coverage.** Not later May 1 of each year during the term of this Agreement, or at any additional time if the Parties deem prudent, the Parties shall confer and agree regarding the adequacy of the insurance coverage required by this Article XII, including, as necessary, obtaining any outside or independent evaluation from an insurance or other professional. The Parties shall determine whether different insurance-coverage limits or other changes to the type and/or scope of the insurance policies required pursuant to this Article XII are required to adequately protect the interests of the Parties in the ILC and/or as described in this Agreement. If the Parties determine that different coverage limits or other changes to the insurance requirements of this Article XII are required, those requirements shall be reduced to writing and distributed to the Parties (but need not be included in an amendment to this Agreement), and each Party shall implement any changes affecting such Party effective as of the beginning of the then-upcoming fiscal year. If the Parties are unable to agree on the adequacy of then-existing requirements for insurance coverage, or on any change thereto, the Parties shall resolve such dispute in accordance with Section 13.6 of this Agreement.

**Section 12.9 Failure to Obtain or Maintain Required Insurance.** Any failure by a Party to obtain and maintain, in full accordance with this Article XII, the insurance coverage that such Party is required to obtain and maintain pursuant to this Article XII shall be deemed a material breach by such Party of its obligations pursuant to this Agreement. In the event a Party so breaches this Agreement, the other Party, without jeopardizing any other remedy or cause of action it may have pursuant to law or this Agreement, may, but is not required to, obtain and maintain such insurance coverage and shall be entitled to reimbursement from the breaching Party of all direct and consequential damages, costs and expenses arising from the breach, including, without limitation, the cost of obtaining the required insurance coverage. In the event of a dispute between the Parties regarding the requirements of this Article XII (including, without limitation, any dispute regarding any claimed lack of or deficiency in required coverage or the necessity for any change in the minimum requirements of this Article XII), the Parties shall resolve such dispute in accordance with Section 13.6 of this Agreement.

**Section 12.10 Minimum Requirements.** The requirements for insurance coverage set forth in this Article XII are to be deemed and construed as the minimum requirements for the insurance to be maintained by a Party in connection with such Party's ownership of a portion of the facilities and grounds at, and services, programs and activities conducted by such Party at, the ILC. Notwithstanding anything to the contrary, each Party shall maintain such additional insurance coverage as such Party determines in its reasonable business judgment is required to adequately protect the interests of the Parties in the ILC and/or as described in this Agreement.

**Section 12.11 Insurance Proceeds.** If all or any portion of the ILC is damaged or destroyed, each Party shall make reasonable efforts to maximize the insurance proceeds received by the Parties on account of such damage or destruction and, subject to Section 9.5 of this Agreement, shall expend such funds as necessary to repair or replace the damaged or destroyed portions of the ILC. Notwithstanding the foregoing, if a Party is "self insured" through a joint-powers insurance cooperative of which the Party is a member, that Party shall not be required

pursuant to this Section 12.11 to adversely and unreasonably affect any of its then-current or future deductibles, self-insured retentions, or reserves. Notwithstanding the foregoing, with respect to proceeds of insurance maintained by a Party and attributable to furnishings, equipment and/or other personal property owned by that Party or otherwise provided by that Party for use at the ILC, that Party shall be entitled to determine whether and how to expend such proceeds to replace the damaged or destroyed furnishings, equipment and/or other personal property.

### ***ARTICLE XIII INTERPRETATION AND DISPUTE RESOLUTION***

***Section 13.1 Incorporation of Recitals.*** All Recitals set forth at the beginning of this Agreement are hereby incorporated as effective and operative provisions of this Agreement.

***Section 13.2 Interpretation.*** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any provision herein. The captions or headings set forth in this Agreement are for convenience only and in no way define or limit the scope or intent of any Articles, Sections, Subsections or other provisions of this Agreement. Unless specified otherwise, any reference in this Agreement to an Article, Section, Subsection, or other provision shall be construed as a reference to a provision of this Agreement. Where required by context in this Agreement, any reference in the singular sense shall include the plural, and any reference in the plural sense shall include the singular. Except as expressly provided in this Agreement, any reference in this Agreement to a period of days shall be construed to mean a period of consecutive calendar days, not business or work days.

***Section 13.3 Severability.*** If any Article, Section, Subsection, or other provision of this Agreement is held by a court of competent jurisdiction to be illegal, null or void, or in violation of public policy, the remaining provisions herein shall not be affected thereby.

***Section 13.4 Governing Law and Venue.*** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, mediation, litigation or other proceeding arising out of this Agreement shall be initiated and conducted only in the County of Riverside, unless a court of competent jurisdiction determines that the interests of justice and fairness require a change of venue to a different county within the State.

***Section 13.5 Notice and Opportunity to Cure Defaults.***

(a) ***Notice of Default.*** If a Party fails to perform or otherwise comply with any material obligation, covenant, or condition set forth in this Agreement, including, without limitation, if the Party fails to pay any reasonably undisputed amount due to the other Party pursuant to this Agreement, the Party shall be in breach of its material obligations pursuant to this Agreement. If a Party (“Non-Defaulting Party”) alleges that the other Party is in breach of its material obligations pursuant to this Agreement (“Defaulting Party”), the Non-Defaulting Party

may provide written notice of default to the Defaulting Party (“Notice of Default”). A Notice of Default must specify relevant facts in detail sufficient to reasonably describe the nature and extent of the alleged default.

(b) *Time for Cure of Default.* A Defaulting Party shall have thirty calendar days after receipt of an applicable Notice of Default to cure the default described in such notice. If a Defaulting Party has timely commenced and is diligently pursuing good-faith efforts to cure a non-monetary default, but the Defaulting Party reasonably is unable to cure the default within the thirty-day period specified in this Subsection (b), the Defaulting Party shall permit a reasonable additional amount of time to cure the default, which in no event shall exceed thirty additional and consecutive days (i.e., no cure period shall exceed a total of sixty consecutive days). Notwithstanding anything to the contrary, including, without limitation, that dispute resolution proceedings may have been initiated as described in Subsection (c) of this Section 13.5, interest shall accrue on any amount due from the Defaulting Party as described in a Notice of Default, at a prime plus 2%, commencing upon receipt of the Notice of Default and until paid to the Non-Defaulting Party.

(c) *Disputing a Notice of Default.* Nothing in this Section 13.5 shall be deemed or construed to prohibit a Defaulting Party from disputing that it has defaulted on its material obligations pursuant to this Agreement. A Defaulting Party must initiate the dispute resolution procedures set forth in Section 13.6 of this Agreement not later than twenty calendar days after receiving a Notice of Default if the Defaulting Party either: (i) disputes that it has defaulted on a material obligation pursuant to this Agreement as described in such Notice of Default; or (ii) disputes any material fact set forth in such Notice of Default. Upon initiation of such dispute resolution procedures, the time for cure of the default stated in such Notice of Default shall be tolled until completion of the dispute resolution proceedings. If the Defaulting Party fails to initiate such dispute resolution procedures within the twenty-day time period specified in this Subsection (c), the Defaulting Party shall be deemed and construed for all purposes to have waived any and all rights it may have to thereafter dispute the correctness and/or validity of the Notice of Default and/or any material fact described therein.

### ***Section 13.6 Dispute Resolution.***

(a) *Informal Attempts.* The Parties shall attempt as provided herein to resolve as quickly and as amicably as possible any disputes arising from this Agreement, including, without limitation, any disputes as to the meaning of any portion of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. A Party may initiate such informal attempts at dispute resolution by providing written notice to the other Party setting forth in reasonable detail the basis for and an analysis of the dispute and all factors relevant thereto. The Party that receives such written notice shall, within a reasonable time, not to exceed fourteen days, respond to the initiating Party in writing with a summary of the responding Party’s analysis of the dispute and all factors relevant thereto. Thereafter, such informal attempts at resolving a dispute shall include diligent efforts by both Parties to communicate and, if possible, to reconcile

or compromise their respective positions in a manner consistent with the intent of the Parties underlying this Agreement.

(b) Non-Binding Mediation. If the Parties are unable to resolve a dispute within sixty days after a Party initiates informal attempts at dispute resolution in accordance with Subsection (a) of this Section 13.6, either Party may request mediation of the dispute. The Parties shall attempt in good-faith to select a neutral mediator, who shall establish rules and procedures for the mediation and who shall render an advisory recommendation to the Parties as to resolution of the dispute. If the Parties are unable within thirty days of a request for mediation to agree on a mediator or on the terms for the mediation, then mediation of the dispute shall not be a prerequisite to arbitration of the dispute as provided in Subsection (c) of this Section 13.6. The Parties shall equally share the costs of any mediation initiated pursuant to this Subsection (b).

(c) Binding Arbitration. If the Parties fail to resolve any dispute within thirty days after completing mediation of the dispute, or if the Parties were unable to agree on a mediator or on the terms for mediation as provided in Subsection (b) of this Section 13.6, then any such dispute shall be resolved, if at all, by binding arbitration conducted by a retired judge of the Riverside County Superior Court selected by the Parties. Notwithstanding the foregoing, unless the Parties agree otherwise in writing, if the monetary value or cost of the dispute exceeds \$150,000 or if the dispute relates to a Party's right to terminate this Agreement, the binding arbitration shall be conducted by a panel of three retired judges of the Riverside County Superior Court. If the Parties are unable to agree on an arbitrator or a panel of arbitrators within thirty days of the receipt of a request for arbitration, the Party that initiated the arbitration process shall request that the presiding judge of the Riverside County Superior Court designate an arbitrator or a panel of arbitrators, as the case may be. As described in Subsection (d) of this Section 13.6, the selected or designated arbitrator or panel of arbitrators ("Arbitrator") shall establish procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the Arbitrator must adhere to and apply all substantive statutory, regulatory and case law that is applicable to the dispute. Each Party shall pay one-half of the costs of the arbitration and each shall be responsible for its own attorneys' fees and costs incurred in connection with any such arbitration. If a Party petitions to confirm, correct, or vacate an arbitration award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing Party shall be entitled as part of its costs to reasonable attorneys' fees and expenses to be fixed by the court.

(d) Arbitration Submission Agreement. Upon selection or designation of the Arbitrator pursuant to Subsection (c) of this Section 13.6, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the arbitration in accordance with this Agreement, and shall contain the following elements in addition to any other rules and procedures for the arbitration established by the Arbitrator:

(i) The arbitration hearing shall commence as soon as practicable, but in no event later than 120 days from the effective date of the submission agreement;

(ii) Discovery in aid of arbitration shall be allowed in accordance with Code of Civil Procedure (“CCP”) Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1;

(iii) The Arbitrator’s permission shall not be required to take any deposition(s) or propound any written discovery to the extent reasonably related to the dispute at issue, but, upon request of a Party, the Arbitrator shall rule as to whether the other Party is abusing or has abused rights of discovery and shall impose appropriate evidentiary exclusions, limitations, sanctions or other requirements on such other Party as a result thereof;

(iv) The Arbitrator shall adhere to and apply all applicable federal and State statutory, regulatory and decisional (case) law (both substantive and procedural) in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively;

(v) Within sixty days after the arbitration hearing commences, Arbitrator shall complete the arbitration proceedings and issue a written statement of decision, explaining the factual and legal basis for the decision with respect to the matter in dispute, and shall deliver such statement of decision concurrently to the Parties and their respective legal counsel via registered or certified U.S. mail, return receipt requested;

(vi) All applicable evidentiary privileges and the work-product doctrine shall be available for purposes of the arbitration and arbitration hearing, and shall not be deemed to have been waived by entering into this Agreement, by entering into the submission agreement, or by any conduct or actions of the Parties undertaken in connection with the subsequent arbitration pursuant the submission agreement;

(vii) Any petition by a Party to confirm, correct or vacate a decision of the Arbitrator must be filed within thirty days following the receipt of the decision via registered or certified U.S. mail;

(viii) Not less than fourteen days prior to commencement of the arbitration hearing, each Party must make a full disclosure to the other Party and the Arbitrator of: (1) all documents to be presented by such Party as evidence during the arbitration hearing; and (2) any witnesses to be called by such Party during the arbitration hearing;

(ix) Except for purposes of impeachment, only documents and witnesses disclosed as provided in Subdivision (viii) of this Subsection (d) may be presented and called during the arbitration hearing, or may be considered by the Arbitrator in reaching a decision;

(x) If an arbitration decision requires or contemplates performance by a Party as directed in the decision, the arbitration shall be deemed continued and the Arbitrator shall retain jurisdiction for purposes of resolving any subsequent dispute between the Parties as to such performance;

(xi) Prior to completion of any arbitration proceedings that have been initiated in accordance with this Section, if the Parties settle the dispute that is the subject of the arbitration, the Parties may terminate the arbitration by providing written notice to the Arbitrator, but neither Party may unilaterally terminate the arbitration; and

(xii) Arbitration proceedings shall be deemed complete as of the effective date of any settlement of the applicable dispute by the Parties, thirty days following the receipt by the Defaulting Party of the Arbitrator's decision if no petition challenging the decision is timely filed, or upon final disposition by a court of competent jurisdiction of a timely-filed petition challenging the decision, whichever is applicable.

**Section 13.7 *Rights Are in Lieu of Litigation.*** To the extent not in conflict with the laws of the State, as those laws may from time to time be promulgated or amended, the rights of the Parties to initiate the dispute resolution provisions of Section 13.6 of this Agreement are in lieu of any rights the Parties may have to initiate any equitable or legal action arising from this Agreement in any State or federal court.

**Section 13.8 *Continuing Performance of Obligations.*** At all times during any proceedings or other attempts by the Parties to resolve any dispute in accordance with Section 13.6 of this Agreement, each Party shall continue to be responsible for performance of its obligations pursuant to this Agreement and any other agreements resulting or arising from this Agreement.

#### **ARTICLE XIV TERM AND TERMINATION**

**Section 14.1 *Term of Agreement.*** Unless earlier terminated by the Parties, this Agreement shall remain in effect until the date that is forty years after the April 20, 2006, date of the Original JUA, at which time this Agreement shall expire. Notwithstanding the foregoing, this Agreement shall automatically terminate upon expiration or early termination of either or both of the 3-Acre Lease and/or the 13-Acre Lease.

**Section 14.2 *Termination Arising from Change in Use.*** Notwithstanding anything to the contrary, this Agreement shall automatically terminate at any time that the property on which the ILC now exists, for whatever reason, is no longer being used primarily and substantially for purposes described in Section 1.1 of this Agreement.

***Section 14.3 Termination After Failure to Cure Default.***

(a) Notice of Termination. If a Defaulting Party fails to cure or otherwise correct the default described in a Notice of Default within the time permitted pursuant to Subsection (b) of Section 13.5 of this Agreement and to the Non-Defaulting Party's reasonable satisfaction, the Non-Defaulting Party, in its sole discretion, may provide written notice to the Defaulting Party that this Agreement shall terminate ("Notice of Termination"). A Non-Defaulting Party's right to terminate this Agreement pursuant to this Section 14.3 shall be in addition to any other bases for termination set forth in this Agreement.

(b) Alternatives to Termination. In lieu of terminating this Agreement on account of a Defaulting Party's failure to cure or otherwise correct a default, the Non-Defaulting Party, in its sole discretion, may take any and all such action to enforce this Agreement as permitted by law and/or this Agreement. If a Non-Defaulting Party does not provide a Notice of Termination in response to a failure by the Defaulting Party to cure a default, the Non-Defaulting Party shall not thereafter be prohibited from providing a Notice of Termination on account of the same or any similar default by the Defaulting Party, subject to the Non-Defaulting Party providing additional notice and opportunity to cure pursuant to Section 13.5 of this Agreement.

(c) Effective Date of Termination. A termination of this Agreement by a Non-Defaulting Party pursuant to this Section 14.3 shall be effective thirty days after receipt by the Defaulting Party of the Notice of Termination, or as of such later date specified in the Notice of Termination by the Non-Defaulting Party in its sole discretion ("Termination Date").

(d) Disputing a Notice of Termination. Nothing in this Section 14.3 shall be deemed or construed to prohibit a Defaulting Party from disputing that the Non-Defaulting Party has the right to terminate this Agreement pursuant to this Section 14.3. A Defaulting Party must initiate the dispute resolution procedures set forth in Section 13.6 of this Agreement not later than twenty-five calendar days after receiving a Notice of Termination if the Defaulting Party: (i) disputes that the Non-Defaulting Party has the right to terminate this Agreement pursuant to this Section 14.3; or (ii) disputes any fact set forth in such Notice of Termination that materially and adversely affects the Non-Defaulting Party's right to so terminate this Agreement. Upon initiation of such dispute resolution procedures, the Termination Date shall be tolled until completion of the dispute resolution proceedings. Notwithstanding anything to the contrary, and for all purposes, including, without limitation, for purposes of any dispute resolution proceedings, any waiver deemed to have occurred pursuant to Subsection (c) of Section 13.5 of this Agreement shall be deemed and construed as conclusive with respect to any matter within the scope of such waiver. If the Defaulting Party fails to initiate such dispute resolution procedures within the twenty-five-day time period specified in this Subsection (d), the Defaulting Party shall be deemed and construed for all purposes to have waived any and all rights it may have to thereafter dispute the correctness and/or validity of the Notice of Termination and/or any material fact described therein.



**Section 14.4 *Effect of Expiration or Earlier Termination.***

(a) *Continuing Rights and Obligations.* As of the expiration or earlier termination of this Agreement for any reason, any and all remaining rights and executory obligations pursuant to this Agreement shall be extinguished other than any and all of the following, which shall be deemed and construed to survive expiration or earlier termination of this Agreement: (i) monetary rights and obligations that accrued prior to the Termination Date; (ii) monetary rights and obligations arising from Section 14.6 of this Agreement; (iii) indemnity (including defense) obligations with respect to acts or incidents that have occurred prior to the Termination Date; and (iv) obligations to quitclaim interests in the other Party's property pursuant to Section 14.5 of this Agreement.

(b) *Removal of Personal Property.* Not later than the effective date of any expiration or termination of this Agreement: (i) Alvord shall remove all of its personal property from the RCCD Parcel, including, without limitation, any fixtures installed at Alvord expense, which may be removed only upon consent of RCCD; and (ii) RCCD shall remove all of its personal property from the Alvord Parcel, including, without limitation, any fixtures installed at RCCD's expense, which may be removed only upon consent of Alvord. Neither Party may deny such consent to removal of a fixture installed at the other Party's expense if such removal can be accomplished without significant or unreasonable damage to the building or other improvement to which the item is affixed.

(c) *Monetary Offsets.* In the event of a termination pursuant to Section 14.3 of this Agreement, the Non-Defaulting Party may retain any monetary amounts due and payable, as of the Termination Date, to the Defaulting Party as an offset against amounts due or to become due from the Defaulting Party, whether prior to or after the Termination Date.

**Section 14.5 *Quitclaim After Expiration or Earlier Termination.*** As obligations surviving, and effective only concurrent with, expiration or earlier termination of this Agreement: (i) upon request of RCCD, but subject to limitations set forth in Section 14.6 of this Agreement, Alvord shall execute and deliver to RCCD a quitclaim deed or equivalent document, in recordable form with signature notarized, quitclaiming to RCCD all of Alvord's rights, title and interests in and to the RCCD Parcel; and (ii) upon request of Alvord, RCCD shall execute and deliver to Alvord a quitclaim deed or equivalent document, in recordable form with signature notarized, quitclaiming to Alvord all of RCCD's rights, title and interests in and to the Alvord Parcel.

**ARTICLE XV  
MISCELLANEOUS PROVISIONS**

**Section 15.1 *Time is of the Essence.*** Time is of the essence with respect to each and every obligation of the Parties pursuant to this Agreement. Notwithstanding the foregoing, the Parties may agree in writing to extend any time period for performance of an obligation that is set forth in this Agreement.

**Section 15.2 ILC Administrator.** References in this Agreement to the “ILC Administrator” shall be deemed and construed to be references to the Principal assigned to the ILC from time to time by Alvord. The ILC Administrator shall be responsible for the day-to-day administration of this Agreement in accordance with its terms, and, as determined by Alvord, the ILC Administrator may from time to time delegate administrative responsibilities to one or more other persons.

**Section 15.3 Policies and Rules.** Nothing in this Agreement shall be deemed or construed to limit, in any manner, the discretion of Alvord’s Board of Education in establishing, modifying, implementing, and/or enforcing any educational, operational or other policy, rule, procedure or requirement applicable to Alvord’s schools, students or personnel generally, or to the ILC specifically, including, without limitation, policies regarding use of Alvord property. Likewise, nothing in this Agreement shall be deemed or construed to limit, in any manner, the discretion of RCCD’s Board of Trustees in establishing, modifying, implementing, and/or enforcing any educational, operational or other policy, rule, procedure or requirement applicable to RCCD’s schools, students or personnel generally, or to the ILC specifically.

**Section 15.4 Ownership of Property.** Nothing in this Agreement shall be deemed or construed to affect Alvord’s fee title to the Alvord Parcel or the facilities or other improvements constructed thereon from time-to-time, or to affect RCCD’s fee title to the RCCD Parcel or the facilities or improvements constructed thereon from time-to-time.

**Section 15.5 Encumbrances.** RCCD shall not by lien, pledge, assignment, or any other means encumber, or permit the encumbrance of, any portion of the Alvord Parcel or any facilities at the ILC owned by Alvord, and RCCD shall pay the costs incurred by Alvord in removing or clearing any encumbrance attributable to RCCD’s failure to comply with this Section 15.5, including, without limitation, any attorneys’ fees and expenses. Likewise, Alvord shall not by lien, pledge, assignment, or any other means encumber, or permit the encumbrance of, any portion of the RCCD Parcel or any facilities at the ILC owned by RCCD, and Alvord shall pay the costs incurred by RCCD in removing or clearing any encumbrance attributable to Alvord’s failure to comply with this Section 15.5, including, without limitation, any attorneys’ fees and expenses.

**Section 15.6 Amendments.** This Agreement may be modified or amended only by means of a writing duly approved and executed by both Parties.

**Section 15.7 Assignment and Delegation.** Neither Party shall assign any right or delegate any duty or obligation set forth in this Agreement without the written consent of the other Party, except as provided by law with respect to public-agency successors.

**Section 15.8 No Other Representations.** Each Party acknowledges that neither the other Party nor its agents or attorneys have made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement,

and that this Agreement has not been executed in reliance on any promise, representation, or warranty not contained herein.

**Section 15.9 Waiver.** Failure by a Party to enforce any term, condition, restriction, or provision herein, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

**Section 15.10 Compliance with Law.** In connection with any use of the ILC facilities and/or grounds, each Party, at its own cost and expense, shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, either now in effect or that may hereafter be amended, promulgated or enacted. Alvord shall not suffer or permit any use of the ILC facilities located on the RCCD Parcel, and RCCD shall not suffer or permit any use of the ILC facilities located on the Alvord Parcel, that violates any applicable law, ordinance, rule, regulation or other requirement of any governmental agency with jurisdiction over the ILC or the use thereof by one or both of the Parties.

**Section 15.11 Counterparts.** This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one original document. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement containing the original signatures of both Parties.

*(The remainder of this page intentionally left blank.)*

**Section 15.12 Due Authority.** Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the Party which he or she represents to enter into this Agreement on behalf of that Party.

**In Witness Whereof,** the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as follows:

***Alvord Unified School District***

By: \_\_\_\_\_  
Wendel W. Tucker, Ph.D.,  
Superintendent

***Riverside Community College District***

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

***Approved as to Form:***

Bowie, Arneson, Wiles & Giannone

By: \_\_\_\_\_  
Brian W. Smith, Attorneys for the  
Alvord Unified School District

***Approved as to Form:***

By: \_\_\_\_\_  
Ruth W. Adams, Director of Contracts,  
Compliance and Legal Services for the  
Riverside Community College District

**EXHIBIT "A"**  
**ILC SITE PLAN**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-a

Date: September 21, 2010

Subject: Academic Personnel

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 Chancellor recommends approval for the following appointments:

a. Management

<u>Name</u>	<u>Position</u>	<u>Term of Employment</u>	<u>Salary Placement</u>
MORENO VALLEY COLLEGE			
* Gregorio Sandoval	Vice President, Student Services	10/04/10-06/30/11	AB-4
RIVERSIDE CITY COLLEGE			
* Cecilia Alvarado	Interim Dean, Student Services	09/22/10-09/21/11	X-1

b. Contract Faculty  
(None)

c. Long-Term, Temporary Faculty  
(None)

d. Extra-Curricular Activities, Academic Year 2010-2011.

Revision to list submitted/approved by the Board of Trustees on June 15, 2010.

<u>Name</u>	<u>Activity</u>	<u>Stipend</u>
Frederick Nash	Assistant Volleyball Coach	\$3650.00
Stephen Kaas	Assistant Volleyball Coach	\$ .00

Report No.: V-A-1-a

Date: September 21, 2010

Subject: Academic Personnel

2. Rescind Resignation

At their meeting of June 15, 2010, the Board of Trustees ratified the resignation of the following faculty member who has since withdrawn her resignation. The Chancellor and College President have approved her request to withdraw her resignation.

It is recommended the Board of Trustees rescind the resignation of Joyce Kim, Director/Instructor, Speech Language Pathology Assistant Program at the Moreno Valley College.

3. Salary Reclassifications

Board Policy 7160 establishes the procedures for professional growth and salary reclassification. The following employees have fulfilled the requirements of this policy.

It is recommended the Board of Trustees grant a salary reclassification to the following faculty members effective October 1, 2010:

<u>Name</u>	<u>From Column</u>	<u>To Column</u>
Natalie Hannum	F	G
Jason Rey	F	H

4. Requests for Leave Under the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA)

It is recommended the Board of Trustees approve/ratify the request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employees:

<u>Name</u>	<u>Title</u>	<u>Leave Type</u>	<u>Effective/ Retroactive to:</u>
Jason Rey	Associate Professor, Mathematics	FMLA/CFRA	09/15/10
Kathryn Brooks	Associate Professor, Biology	FMLA/CFRA	08/26/10

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-b

Date: September 21, 2010

Subject: Classified Personnel

1. Appointments

In accordance with Board Policy 2200, the Chancellor recommends approval for the following:

- a. Management/Supervisory  
(None)
- b. Management/Supervisory – Categorically Funded  
(None)
- c. Classified/Confidential

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
DISTRICT				
*Ricardo Aguilera	Computer Technician (P/T, Permanent at 47.5%)	09/22/10	E-1	Appointment
*Ricardo Chaidez	Computer Technician (P/T, Permanent at 47.5%)	09/22/10	E-1	Appointment
NORCO COLLEGE (None)				
RIVERSIDE CITY COLLEGE				
Dennisse Alfaro	Library Clerk I (P/T, Permanent at 37.5%)	9/22/10	E-1	Appointment
Andrea Borja	Library Clerk I (P/T, Permanent at 37.5%)	9/22/10	E-1	Appointment
Alexis Brucks	Clerk Typist (P/T, Permanent at 48.75%)	09/01/10	E-1	Transfer
Alison Lugo	Library Clerk I (P/T, Permanent at 23.75%)	TBA	E-1	Appointment
Tabitha Montoya	Library Clerk I (P/T, Permanent at 23.75%)	TBA	E-1	Appointment
Sabrina Simmons	Library Clerk I (P/T, Permanent at 37.5%)	9/22/10	E-1	Appointment



Report No.: V-A-1-b

Date: September 21, 2010

Subject: Classified Personnel

1. Appointments (Continued)

d. Classified/Confidential – Categorically Funded

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Salary</u>	<u>Action</u>
RIVERSIDE CITY COLLEGE				
Yvonne Hill	Administrative Assistant I (Workforce Preparation)	08/25/10	14-6	Transfer

2. Request for Temporary Reduction in Workload

It is recommended the Board of Trustees approve the request for a temporary reduction in workload for Terri Erickson, Administrative Assistant IV, from 100% to 80%, effective September 1, 2010 through December 31, 2010. This request has the approval of the Riverside City College Vice President of Career and Technical Programs.

3. Requests for Permanent Increase in Workloads

It is recommended the Board of Trustees approve the permanent increase in workload for the following employees. All requests have the approval of the respective area manager, and will be effective September 22, 2010:

<u>Name</u>	<u>Title</u>	<u>From Workload:</u>	<u>To Workload:</u>
Leona Crawford	Support Services Specialist	62.5%	100%
Andre Jones	EOPS Specialist	40%	48.75%

4. Request to Rescind Appointment

At its meeting of August 17, 2010, the Board of Trustees approved the appointment of Holly Bow, Fire Technology Program Assistant (Part-time, 40%); effective TBA. After some consideration, Ms. Bow declined the District's offer of employment. It is recommended the Board of Trustees rescind the appointment of Ms. Bow.

Report No.: V-A-1-b

Date: September 21, 2010

Subject: Classified Personnel

5. Requests for Leave Under the California Family Rights Act (CFRA) and/or the Federal Family and Medical Leave Act (FMLA)

It is recommended the Board of Trustees approve/ratify a request for leave under the California Family Rights Act and/or the Federal Family and Medical Leave Act. A maximum of 12 weeks (480 hours) of combined CFRA/FMLA will be reduced concurrently, as indicated below, for the following employees:

<u>Name</u>	<u>Title</u>	<u>Effective:</u> or <u>Retroactive to:</u>	
Melissa Griffith	Purchasing Specialist	August 26, 2010	CFRA/FMLA
Veronica Mendoza	Risk Management Technician	August 23, 2010	CFRA/FMLA
Jesus Morales	Custodian	August 18, 2010	CFRA/FMLA
Johanna Vasquez	Administrative Assistant III	August 31, 2010	CFRA/FMLA

6. Non-Continuance of Categorical Funds

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to perform personnel actions, subject to final approval by the Board of Trustees. The position below is no longer needed due to non-continuance of categorical funds.

It is recommended the Board of Trustees approve the reduction in staffing through the elimination of this position, effective October 15, 2010. The grant funding for this position ended on August 31, 2010. Funding has been identified to continue the position through October 15, 2010. The employee has elected not to exercise his bumping rights and has elected to be placed on the district's 39-month reemployment list.

ELIMINATION OF POSITIONS DUE TO LACK OF FUNDS AND/OR LACK OF WORK

<u>Position Title</u>	<u>District/College</u>
Student Support Services Coordinator (1 position, 1 FTE)	Norco College

LAYOFF AND PLACEMENT ON 39-MONTH REEMPLOYMENT LIST – Effective 10/15/10

Moore, John                      Student Support Services Coordinator – 100 % -  
Norco College

Report No.: V-A-1-b

Date: September 21, 2010

Subject: Classified Personnel

7. Request to Rescind Layoff

Board Policy and Administrative Procedure 7110 authorizes the Vice Chancellor, Diversity and Human Resources, to conduct certain personnel actions, subject to final approval by the Board of Trustees. On August 17, 2010 the Board approved the elimination of the position of Job Placement Technician (Culinary Academy @ 80%) due to the elimination of funding from the grant. Additional funds were acquired from another grant in the Career and Technical Education department. It is recommended that the Board of Trustees rescind the layoff of Barbara (Joni) Cowgill, Job Placement Technician, and continue her employment effective October 1, 2010 as Job Placement Technician (CTE @ 100%) through June 30, 2011.

8. Separations

Board policy 7350 authorizes the Chancellor to officially accept the resignation of an employee; and the Chancellor has accepted the following resignations;

In is recommended the Board of Trustees receive, for information only, the resignation of the individuals listed below, effective at the end of the workday:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Tracy Allbright	Instructional Department Specialist	September 30, 2010	Personal
*Cassie Bendix	Clerk Typist (Part-time, Permanent)	August 20, 2010	Personal
Michele Mirande	Administrative Assistant I	August 31, 2010	Personal
Sean Snider	Business Development Admin. Spec.	September 7, 2010	Personal

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
DIVERSITY AND HUMAN RESOURCES

Report No.: V-A-1-c

Date: September 21, 2010

Subject: Other Personnel

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.

Report No.: V-A-1-c

Date September 21, 2010

Subject: Classified Personnel

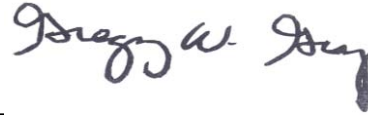
Submitted by:



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Melissa Kane  
Vice Chancellor, Diversity and Human  
Resources

Transmitted to the Board by:



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Gregory W. Gray  
Chancellor

Concurred by:



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Chris Carlson  
Chief of Staff/Executive Assistant to  
the Chancellor

Concurred by:



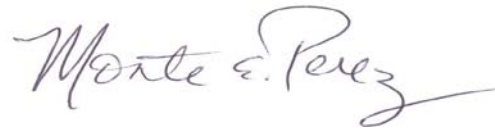
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Brenda Davis  
President, Norco Campus



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Ray Maghroori  
Vice Chancellor, Educational Services



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Monte Perez  
President, Moreno Valley Campus



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James Buysse  
Vice Chancellor, Administration and Finance  
and Finance

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
DISTRICT				
Bowser, Christine	Clerical, Substitute (Conf	Administrative Services	09/01/10-10/31/10	\$27.66
MORENO VALLEY COLLEGE				
Ramirez, Maria	Custodian, Substitute	Facilities	07/01/10-12/31/10	\$15.45

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>DISTRICT</b>				
Flores, Roberto	Office Assistant III	Diversity & HR	07/01/10-10/01/10	\$12.50
<b>MORENO VALLEY COLLEGE</b>				
Ericson, Rose	Special Projects Employee	Title V	09/22/10-12/17/10	\$0.00
Flores, Adolfo	Role Player	PSET	09/22/10-12/31/10	\$8.00
Gomez, Ismael	Role Player	PSET	09/22/10-12/31/10	\$8.00
Moran, Kandace	Role Player	PSET	09/22/10-12/31/10	\$8.00
Romero, Brian	Special Projects Employee	Title V	09/22/10-12/31/10	\$0.00
<b>NORCO COLLEGE</b>				
Alcantar, Cynthia	Grant Facilitator	TRIO	09/22/10-12/31/10	\$40.00
Chavez, Karina	Office Assistant I	Career Transfer	09/22/10-12/23/10	\$9.00
Cox, Leslie	Office Assistant IV	TRIO	09/22/10-12/31/10	\$14.00
Holland, Clarence	Grounds Assistant	Facilities	09/22/10-12/31/10	\$13.00
Ramirez-Prieto, Lorena	Office Assistant I	Outreach Services	09/22/10-12/31/10	\$9.00
Womack, Laurel	Instructional Aide I	WRC	09/22/10-12/31/10	\$8.00
<b>RIVERSIDE CITY COLLEGE</b>				
Acevedo, Yessica	Educational Assistant	Applied Tech	09/22/10-12/31/10	\$8.00
Alvarez-Jaramillo, Alejand	STEM Mentor	STEM	09/22/10-12/31/10	\$12.50
Armenta, Charles	Grant Facilitator	Upward Bound	09/22/10-12/31/10	\$40.00
Barsalou, James	Student Activities Advisor	Student Services	09/22/10-12/31/10	\$13.45
Berman, David	Grant Project Ed. Trainer II	STEM	09/22/10-12/31/10	\$35.00
Bratton, Richard	STEM Mentor	STEM	09/22/10-12/31/10	\$12.50
Burns, Sharon	Interpreter III	DSP&S	09/22/10-12/31/10	\$27.00
Marielle Coe	Educational Assistant	Performing Arts	09/22/10-12/31/10	\$8.00
Craft, Kevin	Office Assistant III	Athletics	09/22/10-10/30/10	\$12.50
Curnyn, Katie	STEM Mentor	STEM	09/22/10-12/31/10	\$12.50
Eickman, Patricia	Grant Facilitator	Upward Bound	09/22/10-12/31/10	\$40.00
Gonzalez, Alberto	Instructional Aide I	Performing Arts	09/22/10-12/31/10	\$8.00
Gonzales, Matthew	STEM Mentor	STEM	09/22/10-12/31/10	\$12.50
Groves, Sara	Interpreter III	DSP&S	09/22/10-12/31/10	\$27.00
Hamilton, Denise	Interpreter III	DSP&S	09/22/10-12/31/10	\$27.00
Hetzel, Daniel	Interpreter III	DSP&S	09/22/10-12/31/10	\$27.00
Johnson, Rachael	Instructional Aide I	Performing Arts	09/22/10-12/31/10	\$8.00
Kerr, Brady	Accompanist III	AHWL	09/22/10-12/17/10	\$30.00
<b>RIVERSIDE CITY COLLEGE (Cont'd)</b>				

SHORT-TERM POSITIONS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Lakes, Ryan	Lab Aide I	Applied Tech	09/22/10-12/31/10	\$8.00
Lomeli, Sinar	Grant Facilitator	Upward Bound	09/22/10-12/31/10	\$40.00
Lopez, Joseph	Interpreter II	DSP&S	09/22/10-12/31/10	\$23.00
Lovingood, Vanita	Interpreter II	DSP&S	09/22/10-12/31/10	\$23.00
Marquez, Eui-jo	Educational Assistant	Art	09/22/10-12/31/10	\$8.00
Molina, Victoria	Interpreter I	DSP&S	09/22/10-12/31/10	\$27.00
Morris, Christopher	Community Services Officer	College Police	09/22/10-12/31/10	\$14.00
Muema, Simon	Community Services Officer	College Police	09/22/10-12/31/10	\$14.00
Osekowsky, Tara	Lab Aide II	Physical Science	09/22/10-12/31/10	\$10.00
Passalacqua, Timothy	Office Assistant III	PE	09/22/10-12/31/10	\$12.50
Shank, Gary	Lab Aide I	Applied Tech	09/22/10-12/31/10	\$8.00
Shipp, Daniel	Community Services Officer	College Police	09/22/10-12/31/10	\$14.00
Snyder, Evan	STEM Mentor	STEM	09/22/10-12/31/10	\$12.50
Son, Soohyun	Accompanist III	Performing Arts	09/22/10-12/31/10	\$30.00
Sturgis, Lorin	Interpreter II	DSP&S	09/22/10-12/31/10	\$23.00
Tuburan, Josh	Accompanist III	Performing Arts	09/22/10-12/31/10	\$30.00
Turk, Wendi	Accompanist III	Performing Arts	09/22/10-12/31/10	\$30.00
Vaipulu, Steve	Reserve College Police Officer	College Police	09/22/10-12/31/10	\$15.65
Vasquez, Priscilla	Office Assistant IV	Political Science	09/22/10-12/31/10	\$14.00
Velez, Chris	Instructional Aide I	Performing Arts	09/22/10-12/31/10	\$8.00
Wolgemuth, Aaron	Theatre Carpenter	Performance Riv	09/22/10-12/31/10	\$10.65
Woolls, Michael	STEM Mentor	STEM	09/22/10-12/31/10	\$12.00
Woolls, Michael	Tutor IV	STEM	09/22/10-12/31/10	\$10.00
Woolls, Michael	Study Group Leader	Mathematics	09/22/10-12/31/10	\$12.00
Xayaphanthong, Soutsakho	Office Assistant IV	Service Learning	09/22/10-12/31/10	\$14.00



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

DISTRICT FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
<b>MORENO VALLEY COLLEGE</b>				
Abueg, Ann	Tutor	Tutorial Services	09/10/10	\$ 9.00
Al Moussawi, Fatima	Tutor	Tutorial Services	08/26/10	\$ 8.25
Alford, Nicole	Stdtd Food Services Worker	Food Services	08/25/10	\$ 8.00
Angel, Luciana	Tutor	Tutorial Services	08/19/10	\$ 9.00
Boerum, Andrea	Tutor	Tutorial Services	08/25/10	\$ 8.75
Brown, Amy	Student Ambassador	Outreach	08/18/10	\$ 8.00
Cain, Cedric	Circulation Assistant	Library	08/17/10	\$ 8.00
Carrion, Jonathan	Stdtd Food Services Worker	Food Services	08/25/10	\$ 8.00
Castillo, Elizabeth	Instructional Assistant	ECE	07/08/10	\$ 8.75
Coats, David	Tutor	Tutorial Services	08/17/10	\$ 9.00
Coleman, Taimara	Stdtd Food Services Worker	Food Services	09/09/10	\$ 8.00
Davidson, Mister	Circulation Assistant	Library	08/17/10	\$ 8.00
Edgerson, Louis	IMC Assistant Trainee	IMC	08/25/10	\$ 8.00
El Moussawi, Abbas	Tutor	Tutorial Services	08/26/10	\$ 8.25
Godoy, Karla	Stdtd Food Services Worker	Food Services	08/24/10	\$ 8.00
Hasan, Nooreen	Office Assistant	STEM	09/09/10	\$ 9.00
Hernandez, Jerry	Stdtd Food Services Worker	Food Services	08/24/10	\$ 8.00
Howard, Aziz	Office Assistant I	STEM	09/10/10	\$ 9.00
Hussein, Raja	Tutor	Library	08/11/10	\$ 8.25
Kimbrough, Edward	Student Ambassador	Outreach	08/17/10	\$ 8.00
Lawson, Jonathan	Tutor	Tutorial Services	09/10/10	\$ 8.50
Lopez, Nicole	Stdtd Food Services Worker	Food Services	08/25/10	\$ 8.00
Martinez, Annabel	Instructional Assistant	ECE	07/08/10	\$ 8.50
Mathis, Michael	IMC Assistant Trainee	IMC	08/25/10	\$ 8.00
Melendez, Jaime	Stdtd Food Services Worker	Food Services	09/09/10	\$ 8.00
Mendoza, Erica	Office Assistant	ECE	07/08/10	\$14.00
Miles, Twyla	Circulation Assistant	Library	08/25/10	\$ 9.00
Murphy, Lindsay	Stdtd Food Services Worker	Food Services	09/02/10	\$ 8.00
Nedi, Ashemi	Stdtd Food Services Worker	Food Services	08/24/10	\$ 8.00
Olmo, Christopher	Student Ambassador	Outreach	08/18/10	\$ 8.00
Ortiz, Raymond	Tutor	Tutorial Services	08/17/10	\$ 8.50
Patel, Kushang	Tutor	Tutorial Services	08/17/10	\$ 8.50
Posada, Elizabeth	Circulation Assistant	Library	08/25/10	\$ 8.00
Posthuma, Kelley	Tutor	STEM	08/18/10	\$10.00
Risley, Justin	Circulation Assistant	Library	09/10/10	\$ 8.00
Rivas Sandra	Instructional Assistant	ECE	07/08/10	\$ 8.75
Roberts, Christopher	Tutor	Tutorial Services	09/10/10	\$ 9.00
Roden, Benjiman	Tutor	Tutorial Services	08/17/10	\$ 8.50

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

**MORENO VALLEY COLLEGE (continued)**

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Romo, Jaqueline	Instructional Assistant	ECE	09/08/10	\$ 8.75
Rosas, Leticia	Tutor	Tutorial Services	08/17/10	\$ 9.00
Ruby, Leah	Office Assistant	Career / Transfer Center	08/25/10	\$ 9.00
Sadiki, Amissi	Tutor	Tutorial Services	09/10/10	\$ 8.50
Smith, Jonathan	Student Ambassador	Outreach	08/17/10	\$ 8.00
Williamson, Sophia	Stdt Food Services Worker	Food Services	08/24/10	\$ 8.00

**NORCO COLLEGE**

Beverly, Thomas	Tutor	Tutorial Services	09/03/10	\$ 8.00
Bourguet, Arlena	Stdt Food Services Worker	Food Services	08/26/10	\$ 8.00
Capellan, Emily	Stdt Food Services Worker	Food Services	08/27/10	\$ 8.00
Dao, Huy	Tutor	Tutorial Services	09/10/10	\$ 8.00
De La Isla, Felicia	Accomodations Aide	DSP& S	09/07/10	\$ 8.00
DeVicariis, Douglas	Lab Aide	BEIT	09/10/10	\$10.00
Franco, Alina	Stdt Food Services Worker	Food Services	08/26/10	\$ 8.00
Goodale, Cody	Stdt Food Services Worker	Food Services	08/26/10	\$ 8.00
Heimsothm, Nicole	Tutor	Tutorial Services	09/08/10	\$ 8.00
Jacobs, Joshua	Stdt Food Services Worker	Food Services	09/09/10	\$ 8.00
Kupis, Debra	Stdt Food Services Worker	Food Services	08/18/10	\$ 8.00
Mercado, Alejandro	Tutor	Tutorial Services	08/17/10	\$ 8.00
Miller, Austin	Lab Aide	BEIT	08/10/10	\$10.00
Perry, Brandon	Tutor	Tutorial Services	09/03/10	\$ 8.00
Roman, Perla	Tutor	Tutorial Services	07/06/10	\$ 8.75
Ruggles, Ann	Tutor	Tutorial Services	08/27/10	\$ 8.25
Ruggles, Kierstyn	Tutor	Tutorial Services	09/03/10	\$ 8.00
Sohail, Rubia	Stdt Food Services Worker	Food Services	09/10/10	\$ 8.00
Summers, Brent	Tutor	Tutorial Services	08/19/10	\$ 8.00
Susic, Amela	Lab Aide	BEIT	09/08/10	\$10.00
Tougus, Fait	Tutor	Tutorial Services	08/27/10	\$ 8.25
Verso, Phillip	Stdt Food Services Worker	Food Services	08/18/10	\$ 8.00
Wall, Camron	Tutor	Tutorial Services	08/27/10	\$ 8.00

**RIVERSIDE CITY COLLEGE**

Carpini, Sean	Stdt Food Services Worker	Food Services	07/01/10	\$ 8.00
Cervantes, Antonio	Supplemental Instr. Leader	Academic Support	09/02/10	\$12.00
Cespedes, Grezia	Tutor	Tutorial Services	09/02/10	\$ 8.25
DeCarmo, Ashlee	Mentor	STEM Program	08/23/10	\$12.50
Gonzalez, Salvador	Supplemental Instr. Leader	Academic Support	09/01/10	\$12.00
Hermosillo, Veronica	Classroom Assistant	Math Learning Center	08/16/10	\$10.00
Hernandez, Richard	Stdt Food Services Worker	Food Services	07/01/10	\$ 8.00

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

RIVERSIDE CITY COLLEGE (continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Kohut, Melissa	Std Food Services Worker	Food Services	09/10/10	\$ 8.00
Lopez, Samuel	Lab Aide	Art / Ceramics	08/30/10	\$ 8.00
Luebrun, Alysia	Std Food Services Worker	Food Services	09/10/10	\$ 8.00
Lynch, Preshonna	Receptionist	STEM Program	07/01/10	\$ 8.00
McFadden, Brian	E-Text Transcriber	DSPS	07/01/10	\$ 10.25
Perez, Brian	Mentor	STEM Program	09/01/10	\$ 12.50
Phillips, Tamisa	Office Assistant	Math Learning Center	08/16/10	\$ 9.00
Prieto, Angelica	Supplemental Instr. Leader	Academic Support	07/01/10	\$ 12.00
Ramirez, Miguel	Std Food Services Worker	Food Services	09/10/10	\$ 8.00
Reed, Monique	Std Food Services Worker	Food Services	08/30/10	\$ 8.00
Roberts, Harold	Supplemental Instr. Leader	Academic Support	09/01/10	\$ 12.00
Salvetti, Jamie	Std Food Services Worker	Food Services	08/31/10	\$ 8.00
Singh, Jasmeet	Tutor	Tutorial Services	08/27/10	\$ 8.25
Velasquez, Richard	Std Food Services Worker	Food Services	07/02/10	\$ 8.00
Vito, Carissa	Office Clerk	Career / Tech Education Student Services /	08/27/10	\$ 8.50
Walker, Corey	Clerical / Maintenance	Men's Basketball	08/30/10	\$ 9.00
Wills, Gary	Std Food Services Worker	Food Services	09/10/10	\$ 8.00

CATEGORICAL FUNDS

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
AMERICA READS PROGRAM				
Lopez, Jesus	Avid Tutor	Jurupa Unified School District	09/03/10	\$ 10.25
Serrano, Cesar	Avid Tutor	Jurupa Unified School District	08/27/10	\$ 10.25
Toma, Rebecca	AMR/PASA Tutor	Corona Norco Unified School District	08/12/10	\$ 10.25
AMERICA COUNTS PROGRAM				
Aceves, Tania	Math Tutor	The Growing Place - RIV	08/11/10	\$ 10.00
Badaraco, Lila	Math Tutor	The Growing Place - RIV	08/23/10	\$ 9.00
Torres, Rene	Math Tutor	The Growing Place - RIV	09/03/10	\$ 9.00
Vera, Pedro	Math Tutor	The Growing Place - RIV	09/09/10	\$ 9.00

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

**COMMUNITY SERVICE PROGRAM**

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
		UCR Museum of Photo -		
Devera, Antonio	Museum Assistant	RIV	09/10/10	\$ 8.50
Grattan, Marquita	Teacher Aide	The Growing Place - RIV	09/07/10	\$ 8.50
Hicks, Shavon	Teacher Aide	The Growing Place - RIV	09/09/10	\$ 8.50
King, Darren	Stdt Food Services Worker	Food Services-NOR	08/26/10	\$ 8.00
Mooney, Idana	Stdt Food Services Worker	Food Services-NOR	08/24/10	\$ 8.00
Palmerin, Richard	Student Assistant	La Sierra Library - RIV	08/27/10	\$ 8.50
Ramirez, Ronny	Stdt Food Services Worker	Food Services-NOR	09/03/10	\$ 8.00
Rivas, Sandra	Instructional Assistant	ECE - MV	08/04/10	\$ 8.75
Scott, Chantel	Instructional Assistant	ECE - MV	08/17/10	\$ 9.75
Smith, Debbie	Instructional Assistant	ECE - MV	08/17/10	\$ 8.75
Tahjuddin, Symphony	Teacher Aide	The Growing Place - RIV	08/27/10	\$ 8.50
Vallejo, Yesenia	Stdt Food Services Worker	Food Services-NOR	08/18/10	\$ 8.00
Walker, Brittany	Instructional Assistant	ECE - MV	07/08/10	\$ 8.50

**MORENO VALLEY COLLEGE**

Christenson, Michelle	Student Assistant	Student Activities	08/27/10	\$ 9.50
Soper, Misti	Office Assistant II	Admissions and Records	08/18/10	\$ 10.50
Uitz, Christopher	Office Assistant	Financial Services	08/26/10	\$ 8.00
Valerio Jeanette	Student Clerk	Health Services	08/26/10	\$ 8.00

**NORCO COLLEGE**

Acosta, Mariesa	Office Assistant	VP of Student Services	08/27/10	\$ 8.00
Aguilar, Ruben	VA Office Assistant	Veteran Affairs	08/12/10	\$ 9.00
Evans, John	VA Office Assistant	Veteran Affairs	08/24/10	\$ 9.00
Gierman, Kandace	VA Office Assistant	Veteran Affairs	08/24/10	\$ 9.00
Hill, Olatoyin	Office Assistant	VP of Student Services	08/26/10	\$ 8.00
Jackson, Raneka	Office Assistant	Admissions and Records	08/18/10	\$ 9.00
Mastroianni, Christina	Office Assistant	Student Activities	08/23/10	\$ 9.00
Meneses, Miguel	Office Assistant	Admissions and Records	08/27/10	\$ 9.00
Ojeda-Keddy, Cloressa	VA Office Assistant	Veteran Affairs	08/30/10	\$ 9.00
		Student Financial		
Quiroz Jr., Christian	Office Assistant	Services	08/03/10	\$ 8.50
Samaniego, Luis	Clerical Assistant	Facilities	08/12/10	\$ 8.00
Sossaman, Jillian	Office Assistant I	Assessment Center	08/26/10	\$ 9.00
Williams, Dawn	Office Assistant	Talented Tenth Program	08/26/10	\$ 8.00

**RIVERSIDE CITY COLLEGE**

Brewster II, Mark	Athletic Training Student	PE / Athletic Training	09/07/10	\$ 8.00
Bright, Lawrence	Track Assistant I	PE / Men's Track	09/10/10	\$ 9.00

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

RIVERSIDE CITY COLLEGE (continued)

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
Brown, Jeferi	Clerical / Maintenance	PE / Men's Basketball	08/27/10	\$ 8.25
Caples, Travon	Clerical / Maintenance	PE / Men's Basketball	08/11/10	\$ 8.25
Champagnie, Davie	Clerical / Maintenance	PE / Men's Basketball	09/10/10	\$ 8.25
Danielsen, Ruben	Track Assistant I	PE / Men's Track	08/23/10	\$ 9.00
Dorado, Jesse	Track Assistant I	PE / Men's Track	08/11/10	\$ 9.00
Farris, Edward	Student Worker	Student Services	09/10/10	\$ 10.00
Kaster, Derek	Clerical / Maintenance	PE / Men's Basketball	08/27/10	\$ 8.50
Mahugu, Wendy	Student Clerical Worker	Foundation	09/03/10	\$ 8.00
Marquez, Dominique	Contract Trainer Aide II	Workforce Prep / ILP	09/03/10	\$ 8.75
Moss, Bianca	Student Worker	PE / Women's Basketball	09/03/10	\$ 8.00
Robinson, Eric	Football Quality Control	PE / Football	09/09/10	\$ 8.25
Rodriguez, Joel	Student Clerk	Diversity and HR	08/24/10	\$ 9.00
Roy, Clint	Clerical / Maintenance	PE / Men's Basketball	09/01/10	\$ 8.50
Scanlan, David	Lab Aide	Applied Tech / Auto	09/09/10	\$ 8.00
Singer, Solomon	Clerical / Maintenance	PE / Men's Basketball	08/27/10	\$ 9.00
Steward II, Michael	Art Gallery Attendant I	Art	08/27/10	\$ 8.00
Thomas, DaShaun	Clerical / Maintenance	PE / Men's Basketball	08/27/10	\$ 8.75
Vallin, Ariana	Office Assistant I	Academic Support	09/09/10	\$ 8.50
Weiss, Evangelina	Track Assistant III	PE / Men's Track	08/11/10	\$ 9.00
Williams, Andrea	Office Assistant	Faculty Develop. Center	08/27/10	\$ 9.50

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-2

Date: September 21, 2010

Subject: Purchase Order and Warrant Report–All District Resources

Background: 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 \$6,912,087 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 161706-162798) totaling \$4,940,451 has been reviewed by the Business Office to verify that monies are available in the appropriate Resources 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 program.

Recommended Action: It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$6,912,087 and District Warrant Claims totaling \$4,940,451.

Gregory W. Gray  
Chancellor

Prepared by: Diann Thursby  
Purchasing Department

Report of Purchases-All District Funds  
Purchases Over \$78,500  
8/01/10 thru 8/31/10

PO#	Department	Vendor	Description	Amount
B0007687	Human Resources & Diversity	AMF Risk Management Solutions	Insurance	200,000
B0007742	Food Services - Norco	US Food Service	Food	80,000
B0007813	Food Services - Riverside	US Food Service	Food	375,778
B0007814	Food Services - Riverside	Pepsi-Cola	Food	160,000
C0002823	Facilities - Riverside	Quip-Con, INC	Nursing/Sciences Building	264,923
C0003127	Facilities - Riverside	Dalke & Sons Construction, INC	Wheelock Gym Seismic Retrofit	248,230
C0003168	Facilities - Riverside	Perfection Glass, INC	Wheelock Gym Seismic Retrofit	346,730
C0003169	Facilities - Riverside	Tidwell Concrete Construction, INC	Wheelock Gym Seismic Retrofit	1,536,000
C0003170	Finance	Riverside County Office of Ed	Information Systems Support Services	200,870
C0003172	Facilities - Moreno Valley	Johnson Controls, INC	HVAC Maintenance Bid Award	149,400
C0003179	Facilities - Riverside	River City Testing	Wheelock Gym Seismic Retrofit	195,476
C0003180	Facilities - Riverside	Inland Inspections & Consulting	Wheelock Gym Seismic Retrofit	185,040
P0025430	Information Services	Nexus IS, INC	Software Maint/License	97,911
P0025443	Information Services	Computerland of Silicon Valley	Software Maint/License	80,036
P0025449	Information Services	Nexus IS, INC	Software Maint/License	195,634
P0025507	Risk Management	Hub International Insurance Services INC	Liability Insurance	101,438
Additions to Approved/Ratify Contracts of \$78,500 and Over				
N/A	Tri-Tech	CSU, Fullerton Auxiliary Services Corporation	Tri-Tech small business development to 12/31/2011	Revenue
N/A	Tri-Tech	CSU, Fullerton Auxiliary Services Corporation	Tri-Tech small business development to 12/31/2010	Revenue
N/A	Workforce Preparation	Foundation for California Community Colleges	Assist eligible students to obtain pre-school permit	Revenue
				<u>Total</u>
				<u>\$4,417,465</u>
All Purchase Orders, Contracts, and Additions Under				
<u>\$78,500 for the Period of 8/01/10 - 8/31/10</u>				
Contracts- C3114 - C3181				
				616,308
Contract Additions- C2144 - C2823				
				1,114,374
Purchase Orders- P25189 - P25614				
				763,940
Purchase Order Additions- P24906 - P25184				
				763,940
Blanket Purchase Orders- B7653 - B7846				
				763,940
Blanket Purchase Order Additions- None				
				<u>\$2,494,622</u>
Total				
				<u>\$6,912,087</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 21, 2010

Subject: Out-of-State Travel

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; It is recommended that out-of-state travel be granted to:

Retroactive

- 1) Mr. Marquise Jackson, business associate, TriTech Small Business Development Center, District Office, to travel to San Antonio, Texas, September 21-25, 2010, to attend the Association of Small Business Development Centers Conference. Estimated cost: \$2,172.88. Funding source: Small Business Administration Federal Grant funds. (The travel arrangements were not finalized until after the August Board meeting. Therefore, the travel request could not be included in the August Board report.)
- 2) Dr. Chris Nollette, associate professor/director, Emergency Medical Services/Paramedic Programs, Moreno Valley College, to travel to Schaumburg, Illinois, September 7-10, 2010 to attend the National Association of Emergency Medical Service Educators Symposium. There is no cost to the District. (The travel request was not approved until after the August Board meeting. Therefore, this travel request could not be submitted in time for inclusion in the August Board report.)

Current:

*Moreno Valley Campus*

- 1) Dr. Dipen Bhattacharya, associate professor, physics, to travel to Rotterdam, Netherlands, September 28-October 3, 2010, to present a paper entitled "The Ganges-Brahmaputra Delta in a Changing Climate" at the conference: Deltas in Times of Climate Change. There is no cost to the District.
- 2) Mr. Michael Estrada, visiting assistant professor, to travel to Baltimore, Maryland, October 21-23, 2010, to attend the Physician Assistant Education Association Annual Forum. There is no cost to the District.
- 3) Dr. Delores Middleton, associate professor, physician assistant, to travel to Baltimore, Maryland, October 19-23, 2010, to attend the Physician Assistant Education Association Annual Forum. There is no cost to the District.
- 4) Dr. Monte Perez, president, to travel to Washington, D.C., September 24-26, 2010, to attend the Board of Directors Meeting, National Association of Workforce Boards. Estimated cost: \$1,490.45. Funding source: the general fund.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 21, 2010

Subject: Out-of-State Travel (continued)

*Norco Campus*

- 1) Dr. Sharon Crasnow, associate professor, philosophy, to travel to Montreal, Canada, November 3-7, 2010, to present a paper as part of a panel at the Philosophy of Science Association 2010 Biennial Meeting. There is no cost to the district.

*Riverside City College*

- 1) Dr. Shelagh Camak, executive dean workforce and resource development, to travel to Louisville, Kentucky, October 26-28, 2010, to attend the National League of Cities (NLC) "Cross-Site Meeting" in conjunction with the Gates Foundation and Communities Learning in Partnership (CLIP). There is no cost to the District. All costs will be paid by the Gates Foundation.
- 2) Dr. Dariush Haghghat, associate professor, political science, to travel to New York, New York, April 16-24, 2011, to accompany ten (10) students participating in the National Model United Nations. Estimated cost: \$628.00. Funding source: The general fund.
- 3) Ms. Elizabeth Harvey, occupational education specialist, to travel to Dallas, Texas, October 19-24, 2010, to attend the National Center Pathways Network-Professional Development Based on 2010-11 Tech Prep Grant Work Plan. Estimated cost: \$2,700.00. Funding source: Tech Prep Grant funds.
- 4) Ms. Phyllis Hilton, instructional department specialist, cosmetology, to travel to Waco, Texas, October 25-29, 2010, to visit on site institution for training and leadership at McLennan Community College. Estimated cost: \$1,450.00. Funding source: Perkins Title I-C Grant funds.
- 5) Ms. Rebecca Kessler, instructor, cosmetology, to travel to Waco, Texas, October 25-29, 2010, to visit on site institution for training and leadership at McLennan Community College. Estimated cost: \$1,450.00. Funding source: Perkins Title I-C Grant funds.
- 6) Mr. Gary Locke, associate professor, music, to travel to London, England, December 27, 2010-January 3, 2011, to accompany 200 RCC Marching Tiger band members to perform in the 'grand finale' for the British Broadcasting Company (BBC) television event. There is no cost to the district.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 21, 2010

Subject: Out-of-State Travel (continued)

- 7) Dr. Ward Schinke, associate professor, political science, to travel to New York, New York, April 16-24, 2011 to accompany ten (10) students participating in the National Model United Nations. Estimated cost: \$22,672.00. Funding source: \$5,700.00 from the ASRCC and \$16,972.00 from the general fund.
- 8) Mr. Peter Westbrook, assistant professor, career and technical education, to travel to Waco, Texas, October 25-29, 2010, to visit on site institution for training and leadership at McLennan Community College. Estimated cost: \$1,950.00. Funding source: Perkins Title I-C Grant funds.

*Riverside Community College District*

- 1) Mr. Art Alcaraz, director, diversity and human resources, to travel to Lake Tahoe, Nevada, October 19-22, 2010, to attend the Association of Chief Human Resources Officers/Equal Employment Officers Fall Training Institute. Estimated cost: \$1,260.00. Funding source: the general fund.
- 2) Ms. Virginia Blumenthal, Board President, to travel to Toronto, Ontario, Canada, October 20-24, 2010, to attend the Association of Community College Trustees Annual Leadership Congress. Estimated cost: \$2,500.00. Funding source: the general fund.
- 3) Dr. Gregory W. Gray, Chancellor, to travel to Toronto, Ontario, Canada, October 20-27, 2010, to attend the Association of Community College Trustees Annual Leadership Congress. Estimated cost: \$2,400.00. Funding source: the general fund.
- 4) Ms. Janet Green, Board Member, to travel to Toronto, Ontario, Canada, October 20-24, 2010, to attend the Association of Community College Trustees Annual Leadership Congress. Estimated cost: \$2,500.00. Funding source: the general fund.
- 5) Ms. Colleen Molko, associate director, grants, to travel to Washington, D.C., November 2-6, 2010, to attend the Council for Resource Development 44<sup>th</sup> Annual Conference. Estimated cost: \$2,594.02. Funding source: the general fund.
- 6) Ms. Julie Padilla, director, procurement assistance director, to travel to Arlington, Virginia, October 31-November 3, 2010 to attend the Association of Procurement Technical Assistance Centers 2010 Fall Training Conference. Estimated cost: \$1,770.51. Funding source: Procurement Assistance Center fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S OFFICE

Report No.: V-A-5

Date: September 21, 2010

Subject: Out-of-State Travel (continued)

- 7) Mr. Mark Takano, Board Member, to travel to Toronto, Ontario, Canada, October 21-23, 2010, to attend the Association of Community College Trustees Annual Leadership Congress. Estimated cost: \$2,050.00. Funding source: the general fund.

Gregory W. Gray  
Chancellor

Prepared by: Kathryn Tizcareno  
Administrative Assistant

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-6-a

Date: September 21, 2010

Subject: Contracts and Agreements Report Less than \$78,500–All District Resources

Background: 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 \$78,500. The attached listing of contracts and agreements under \$78,500 requested by campus and District staff, have been reviewed, and verified that budgeted funds are available in the appropriate category of expenditure has occurred. Unless otherwise noted, the period covered by the contract or agreement is within fiscal year 2011. The contracts and agreements have been executed pursuant to the Boards' delegation of authority and are presented on this agenda for ratification.

Recommended Action: It is recommended that the Board of Trustees ratify contracts totaling \$616,308.

Gregory W. Gray  
Chancellor

Prepared by: Diann Thursby  
Purchasing Department

Contracts and Agreements Report--All District Funds  
\$78,500 and Under  
8/01/10 thru 8/31/10

PO#	Department	Vendor	Business Location	Description	Amount
C0002144	Open Campus	Koll Company, The	Riverside	Office Space Lease	27,188
C0002373	Facilities - Riverside	AVRP Studios, INC	San Diego	Design Services Riverside Aquatics Center	34,365
C0003114	Workforce Preparation	Stephan, Victoria	Corona	Lecturer	2,500
C0003115	Community Ed & Senior Citizen Education	Freshfilms LLC	Burbank	Presenter	5,000
C0003116	Community Ed & Senior Citizen Education	Napoli, William	Alta Loma	Presenter	5,000
C0003117	Community Ed & Senior Citizen Education	Nicholson, Kellie R	Sherman Oaks	Presenter	2,000
C0003118	Community Ed & Senior Citizen Education	Balloons by Alice Lyons	Diamond Bar	Presenter	2,000
C0003119	Community Ed & Senior Citizen Education	Stage Presence Studio of The Arts	Glendale	Presenter	5,000
C0003120	Community & Economic Development	Umanageti & Associates	Riverside	Training & Development	3,800
C0003121	Campus Police	City of Inglewood	Inglewood	Processing Citations	46,129
C0003123	President's Office- Norco	Oce Financial Services / Leases	Chicago, IL	Copier Lease	11,664
C0003124	President's Office- Norco	Oce Financial Services / Leases	Chicago, IL	Copier Maintenance Agreement	7,458
C0003125	Community & Economic Development	Irvine Incubation Center	Irvine	Facilities Use Agreement	5,000
C0003126	Health Services - Riverside	Psychological Services Clinic	Loma Linda	Psychological Counseling Services	39,309
C0003128	Public Affairs & Institutional Advancement	Regus, Margaret Elaine	San Dimas	Media Services	15,000
C0003129	Community & Economic Development	Corona, City Of	Corona	East Sixth Street Lease	5
C0003130	Human Resources & Diversity	Liebert Cassidy Whitmore	Los Angeles	Employment Relations Consortium	2,500
C0003131	CTE Projects	Adventures in Caring Foundation	Santa Barbara	Intranet Server License	1,200
C0003132	Board of Trustees	Atkinson, Andelson, Loya, Ruid	Cerritos	Legal Services	20,000
C0003133	Workforce Preparation	Michael G. Dolence and Associates	Claremont	Grant Consulting	10,500
C0003134	Mathematics, Science & Physical Education-M	Steris Corporation	Eric, PA	Preventive Maintenance	5,581
C0003135	Campus Police	Market-Based Solutions, INC	Los Angeles	SCAQMD Certified Emission Credits	11,992
C0003137	Workforce Preparation	Johnson, Scott C	Bermuda Dunes	Lecturer	750
C0003138	Workforce Preparation	Samano, Teresa	Hemet	Lecturer	2,050
C0003139	Workforce Preparation	Williams, Michaela J	Moreno Valley	Lecturer	1,125
C0003140	Workforce Preparation	Mocete, Luz	Moreno Valley	Lecturer	1,400
C0003141	Workforce Preparation	Axelrod, Lisa	Palm Desert	Lecturer	375
C0003142	Workforce Preparation	Crain, Dan	Yucaipa	Lecturer	2,450
C0003143	Workforce Preparation	Bethel, Chrsty	Moreno Valley	Lecturer	1,075
C0003144	Workforce Preparation	Victoriano, Eutimio	Moreno Valley	Lecturer	1,725
C0003145	Workforce Preparation	Gillespie, Timothy	Loma Linda	Guest Speaker	250
C0003146	Food Services - Moreno Valley	Culligan	Ontario	Water System	480
C0003147	International Students - Riverside	Jang, Dr. John	Walnut	Recruiting Services	7,000
C0003148	Learning Resource Center- Riverside	Omnimusic	Port Washington, NY	License Fee	1,600
C0003149	Health, Human & Public Services - MV	March Joint Powers Authority	Riverside	Dental Lease Agreement	45,200
C0003150	Human Resources & Diversity	Professional Personnel Leasing INC	South Lake Tahoe	Professional/Administrative Services	13,125
C0003151	Food Services - Norco	Provider Contract Food Service LLC	Riverside	Temporary Assistant Manager	28,125
C0003152	Dean of Instruction - Moreno Valley	Oce Financial Services / Leases	Chicago, IL	Lease Agreement	25,000
C0003153	Mathematics, Science & Physical Education-M	Fitness 19 CA #187, LLC	Moreno Valley	Physical Fitness Classes	28,000
C0003154	Customized Solutions	Behavioral Momentum Associates, LLC	Corona	Training	500
C0003155	President's Office - Moreno Valley	Clarke & Associates	Santa Rosa	Consulting Service	66,908
C0003156	Community Ed & Senior Citizen Education	Mays, James	Riverside	Presenter	5,000
C0003157	Community Ed & Senior Citizen Education	Adrey, Curtis M.	Lemoore	Presenter	1,000
C0003158	Community Ed & Senior Citizen Education	Spier, John Wiley	Seattle, WA	Presenter	500
C0003159	Community Ed & Senior Citizen Education	Cybersafe Press	Los Alamitos	Presenter	500
C0003160	Community Ed & Senior Citizen Education	La Divorce Solutions	Venice	Presenter	1,000
C0003161	Community Ed & Senior Citizen Education	Koba, Rosalia	Laguna Niguel	Presenter	5,000
C0003162	Community Ed & Senior Citizen Education	Wentz, Thomas L	Palm Desert	Presenter	5,000
C0003163	Community Ed & Senior Citizen Education	Robinson, Ronald	Corona	Presenter	5,000
C0003164	Community Ed & Senior Citizen Education	Boulos, Jeneste	Cerritos	Presenter	5,000
C0003165	Open Campus	Koll Company, The	Riverside	Rents and Leases	27,188

Contracts and Agreements Report-All District Funds  
 \$78,500 and Under  
 8/01/10 thru 8/31/10

PO#	Department	Vendor	Business Location	Description	Amount
C0003166	Performance Riverside	California Theatre Center	Summyvale	Discovery Theatre Productions	12,000
C0003167	Health, Human & Public Services - MV	Thermal Combustion Innovators, INC	Colton	Medical Waste Pick Up	733
C0003171	Board of Trustees	Carrier & Hudson, A Professional Corporation	San Diego	Agreement - Legal	10,000
C0003173	Applied Technology - Riverside	Micros System	Huntington Beach	Maintenance Services	2,037
C0003174	Community Ed & Senior Citizen Education	Wentz, Thomas L.	Palm Desert	Community Ed Class	1,200
C0003175	Community Ed & Senior Citizen Education	Robinson, Ronald	Corona	Community Ed Class	400
C0003176	Workforce Preparation - Moreno Valley	Seconds Count CPR	Perris	CPR Skills Workshop	1,170
C0003177	Community Ed & Senior Citizen Education	Voices For All, L.L.C	Ballston Lake, NY	Presenter	1,000
C0003178	Community Ed & Senior Citizen Education	Education To Go	Temecula	Presenter	5,000
C0003181	Academic Affairs - Riverside	Oce North America, INC	Chicago, IL	Maintenance Agreement	352
N/A	Human Resources & Diversity	Damien Smith	Riverside	Professional Expert Service Agreement	36,900
N/A	Workforce Preparation	Riverside County Depart of Public Social Services	Riverside	Workshops for Foster Parents/Kinship Care Providers	No Cost
N/A	Tri-Tech	IE Connect	Riverside	Donated Tri-Tech SBDC Operating Facility	No Cost
N/A	Center for International Trade & Development	Santa Clarita Community College District	Santa Clarita	Jeff Williamson Guest Speaker - College of the Canyons	No Cost
N/A	Chancellor's Office	RTA	Riverside	Riverside and Moreno Valley Student Bus Pass	No Cost
Additions to Approved/Ratify Contracts of \$78,500 and Under					
C0001211	FPD&C	KCT Consultants	Riverside	Amends/Extends Date to 12/31/2011	No Cost
C0001437	FPD&C	Higginson & Cartozian	Redlands	Amends/Extends Date to 12/31/2010	No Cost
C0002441	FPD&C	HMC Architects	Ontario	Amends/Extends Date to 06/30/2011	No Cost
C0002442	FPD&C	HMC Architects	Ontario	Amends/Extends Date to 06/30/2011	No Cost
C0002470	FPD&C	HMC Architects	Ontario	Amends/Extends Date to 06/30/2012	No Cost
C0002561	FPD&C	PSOMAS	Riverside	Amends/Extends Date to 12/30/2010	No Cost
C0002859	FPD&C	Higginson & Cartozian	Redlands	Amends/Extends Date to 12/31/2010	No Cost
C0002914	FPD&C	PSOMAS	Riverside	Amends/Extends Date to 06/30/2012	No Cost
C0002430	FPD&C	Higginson & Cartozian	Redlands	Amends/Extends Date to 12/31/2010	No Cost
C0002638	FPD&C	Inland Inspections and Consulting	Riverside	Amends/Extends Date to 02/28/2011	No Cost
C0002706	FPD&C	River City Testing	Riverside	Amends/Extends Date to 02/28/2011	No Cost
C0002720	FPD&C	Inland Inspections and Consulting	Riverside	Amends/Extends Date to 12/31/2010	No Cost
C0002727	FPD&C	River City Testing	Riverside	Amends/Extends Date to 12/31/2010	No Cost
C0002823	FPD&C	Quip-Con INC	Temecula	Reduces Contract by \$88,681	No Cost
C0002873	FPD&C	Higginson & Cartozian	Redlands	Amends/Extends Date to 06/30/2011	No Cost
C0002913	FPD&C	Steinberg Architects	Los Angeles	Amends/Extends Date to 12/30/2010	No Cost
C0002929	FPD&C	Roy E Whitehead	Riverside	Reduces Contract by \$8,500	No Cost
N/A	Facilities - Moreno Valley	Kaufman Consultation	Murrieta	Amends/Agreements/Wording	No Cost
N/A	Customized Solutions	City of Riverside	Riverside	Amends/Extends Date to 06/30/2011	No Cost
Total					<u>\$616,308</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-a

Date: September 21, 2010

Subject: Notices of Completion

Background: Facilities Planning, Design and Construction staff reports that the following projects, previously approved by the Board of Trustees, are now complete.

<u>Project</u>	<u>Contractor</u>	<u>Location</u>
Student Success Center –Norco	McCullough Plumbing	Escondido
Food Service Lion’s Den FF&E - Moreno Valley	Commercial Custom Seating	Garden Grove

Recommended Action: It is recommended that the Board of Trustees: 1) accept the projects listed as complete; 2) approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and 3) authorize the Board President to sign the Notices.

Gregory W. Gray  
Chancellor

Prepared by: Orin Williams  
Associate Vice Chancellor  
Facilities, Planning, Design & Construction

Curt Mitchell  
Vice President, Business Services  
Norco Campus

Claude Martinez  
Interim Vice President, Business Services  
Moreno Valley Campus

Melissa Griffith  
Purchasing Specialist

RECORDING REQUESTED BY  
Riverside Community College District  
AND WHEN RECORDED MAIL TO:

Backup V-A-7-a  
September 21, 2010  
Page 1 of 2

Name **James L. Buysse**  
Administration and Finance  
Street Address **4800 Magnolia Avenue**  
City & State **Riverside, CA 92506**

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506

- The nature of the interest or estate of the owner is in fee.  
Fee Simple

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>None</u>	

- A work of improvement on the property hereinafter described was completed on 09/21/2010. The work done was:  
Student Success Center -Norco, Site Utilities DSA File #33-C-1; Application #04-108588

- The name of the contractor, if any, for such work of improvement was McCullough Plumbing

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Norco,  
County of Riverside, State of California, and is described as follows: Community College Campus

- The street address of said property is 2001 Third Street, Norco, CA 92860

(If no street address has been officially assigned, insert "none")

Dated: 09/21/2010

**Riverside Community College District**  
President, Board of Trustees

Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof, the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)



RECORDING REQUESTED BY  
Riverside Community College District  
AND WHEN RECORDED MAIL TO:

Name **James L. Buysse**  
Administration and Finance  
Street Address **4800 Magnolia Avenue**  
City & State **Riverside, CA 92506**

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### NOTICE OF COMPLETION

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is Riverside Community College District
- The full address of the owner is 4800 Magnolia Avenue, Riverside, CA 92506
- The nature of the interest or estate of the owner is in fee.  
Fee Simple  
(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
<u>None</u>	
- A work of improvement on the property hereinafter described was completed on 09/21/2010. The work done was:  
Food Service Lion's Den FF&E DSA #04-109973
- The name of the contractor, if any, for such work of improvement was Commercial Custom Seating  
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
- The property on which said work of improvement was completed is in the city of Moreno Valley,  
County of Riverside, State of California, and is described as follows: Community College Campus
- The street address of said property is 16110 LaSalle Street, Moreno Valley, CA 92551  
(If no street address has been officially assigned, insert "none")

Dated: 09/21/2010

Riverside Community College District  
President, Board of Trustees

Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the Vice Chancellor of Admin & Finance, Dr. James Buysse the declarant of the foregoing  
("President of," "Manager of," "A partner of," "Owner of," etc.)  
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Riverside, California.  
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-b

Date: September 21, 2010

Subject: Destruction of Records

Background: All records which have been held for the required retention periods and any permanent records which have been classified as Class 3 after having been duly microfilmed and held for the required retention period may be destroyed as per Title 5, Section 59020 et seq., of the California Administrative Code. Class 3 – Disposable Records are defined as any records archived for 3 years after July 1 of that fiscal year. These include records basic to audit; relating to attendance; full-time equivalent students; or a business or financial transaction (purchase orders, invoices, warrants, ledger sheets, canceled checks and stubs, student body and cafeteria fund records, etc.); detailed records used in the preparation of reports and; periodic reports, such as daily, weekly and monthly reports, bulletins and instructions.

Board Policy 3310 establishes the authorization for destruction of records and Administrative Procedure 3310 establishes the procedures for destruction of records.

Recommended Action: It is recommended that the Board of Trustees approve the destruction of the records on the attached listing.

Gregory W. Gray  
Chancellor

Prepared by: Aaron S. Brown  
Associate Vice Chancellor, Finance

Container Number	Description	Add Date	Destroy Date
739583	42 - Norco SFS - A to Z - 7-1-01 to 6-30-02	07/29/04	06/30/01
C0100156308	Auxiliary Business Services State & Federal Grants, Journals Entries and Cash Receipts - 1-1-00 to 12-31-02	06/23/08	07/01/02
914921	ABS Parking Citations - 6-30-99 to 6-16-00	04/14/06	07/31/03
519916	5 - Student Financial Services - Transmittals	08/19/02	07/01/04
520344	ABS - Cashier Sessions - Reconciliations - 16673 to 17317 - 7-2-01 to 8-8-01	08/21/02	07/31/04
263829	1 of 2 - Student Fall 98 - EOPS - A to L - 1-1-98 to 12-31-98	02/08/00	01/31/05
670313	Paid Invoicing, 2, Accounts Payable - AA to ARCH Paging - 7-1-01 to 6-30-02	02/19/04	04/30/05
670333	Paid Invoicing, Accounts Payable - A & R to Aardvark - 7-1-01 to 6-30-02	02/19/04	04/30/05
519866	49 - Approved Petition - Student Financial Services - 1-1-99 to 12-31-00	08/19/02	07/31/05
520394	46 - Student Financial Services - Transmittals - 1-1-99 to 12-31-00	08/21/02	07/31/05
520399	45 - Student Financial Services - Transmittals - 1-1-99 to 12-31-00	08/21/02	07/31/05
519890	Human Resources Recruitments - 1814 to 1829	08/19/02	10/31/05
520405	School Files - Misc Files - T to Z - 1-1-99 to 12-31-00 - '99-'00 Scholarship Files - T-Z Misc Files (Chris Pearne)	08/21/02	12/31/05
721398	Flex Contracts, Academic Year, Faculty Org Modules - 1-1-01 to 12-31-02	07/17/03	12/31/05
519902	Human Resources Recruitments - 1830 to 1839	08/19/02	12/31/05
229193	25 - International Student Center - O to S	05/28/99	12/31/05
229168	21 - International Student Center - A to A	05/28/99	12/31/05
229172	24 - International Student Center - L to N - Misc	05/28/99	12/31/05
229173	23 - International Student Center - E to K	05/28/99	12/31/05

Container Number	Description	Add Date	Destroy Date
229186	22 - International Student Center - B to D	05/28/99	12/31/05
229195	26 - International Student Center - T to Z	05/28/99	12/31/05
284161	Financial Aid Files	10/18/00	12/31/05
284178	Financial Aid Files - A to Cr	10/18/00	12/31/05
284184	Financial Aid Files - H to Ma	10/18/00	12/31/05
510637	Financial Aid Files - Cas to G (284186)	10/18/00	12/31/05
510639	Financial Aid Files - S to Z (284179)	10/18/00	12/31/05
513226	22 - Pell Files - Riverside - Student Financial Services - Dan to Dunn - 1-1-99 to 12-31-00	08/19/02	12/31/05
513227	53 - Timesheets Student Employment Riverside Student Financial Services (519844) - 1-1-99 to 12-31-00	08/19/02	12/31/05
513252	57 - Riverside Student Financial Services Bogw/Clear Alpha A-Z Including Ineligible Batch (519855) - 1-1-99 to 12-31-00	08/19/02	12/31/05
513256	26 - Pell Files - Riverside - Student Financial Services - Gil to Hai (519947) - 1-1-99 to 12-31-00	08/19/02	12/31/05
519832	31 - Pell Files - Norco Financial Aid - Non Verified/Verified - Hell to Meza - 1-1-99 to 12-31-00	08/19/02	12/31/05
519833	40 - Moreno Valley Student Financial Services - Financial Aid Files - Ea to Gy - 1-1-99 to 12-31-00	08/19/02	12/31/05
519834	38 - Moreno Valley Student Financial Services - Financial Aid Files - Sa to Ty	08/19/02	12/31/05
519836	13 - Pell Files - Riverside Student Financial Services - Ha to Hen - 1-1-99 to 12-31-00	08/19/02	12/31/05
519838	1 - Student Financial Services - Transmittals - Riverside - 1-1-99 to 12-31-00	08/19/02	12/31/05
519839	8 - Riverside Student Financial Services - Pell Files - Woo to Zub - 1-1-99 to 12-31-00	08/19/02	12/31/05
519841	30 - Riverside Student Financial Services - Scholarships - Mach to Mach - 1-1-98 to 12-31-99	08/19/02	12/31/05
519842	56 - Denied Loans - Student Financial Services - 1-1-98 to 12-31-00	08/19/02	12/31/05

Container Number	Description	Add Date	Destroy Date
519845	29 - Pell Files - Riverside Student Financial Services - Mc to Mi - 1-1-99 to 12-31-00	08/19/02	12/31/05
519849	4 - Pell Files - Wak to Woo - 1-1-99 to 12-31-00	08/19/02	12/31/05
519850	7 - Riverside Student Financial Services - Pell Files - M to Ma - 1-1-99 to 12-31-00	08/19/02	12/31/05
519851	54 - Riverside Student Financial Services - Financial Aid Reports - Misc Information - 1-1-99 to 12-31-00	08/19/02	12/31/05
519853	39 - Moreno Valley Student Financial Services - Financial Aid Files - Me to Pu - 1-1-99 to 12-31-00	08/19/02	12/31/05
519856	55 - Rosa - Information - 1-1-99 to 12-31-00	08/19/02	12/31/05
519858	6 - Riverside Student Financial Services - Pell Files - Sua to Tru - 1-1-99 to 12-31-00	08/19/02	12/31/05
519859	2 - Riverside Student Financial Services - Pell Files - P to Pi - 1-1-99 to 12-31-00	08/19/02	12/31/05
519861	5 - Riverside Student Financial Services - Pell Files - Cab to Chi - 1-1-99 to 12-31-00	08/19/02	12/31/05
519862	11 - Pell Files - Riverside Student Financial Services - Chi to Dan - 1-1-99 to 12-31-00	08/19/02	12/31/05
519864	15 - Pell Files - Riverside Student Financial Services - Ng to O - 1-1-99 to 12-31-00	08/19/02	12/31/05
519867	41 - Moreno Valley - Student Financial Services - Financial Aid Files - Qu to Sa - 1-1-99 to 12-31-00	08/19/02	12/31/05
519868	25 - Riverside - Student Financial Services - Pell Files - Dun to Flo - 1-1-99 to 12-31-00	08/19/02	12/31/05
519869	3 - Riverside - Student Financial Services - Pell Files - Le to Ly - 1-1-99 to 12-31-00	08/19/02	12/31/05
519871	10 - Pell Files - Riverside - Student Financial Services - Flo to Gil - 1-1-99 to 12-31-00	08/19/02	12/31/05
519872	12 - Pell Files - Riverside - Student Financial Services - Aab to Ari - 1-1-99 to 12-31-00	08/19/02	12/31/05
519874	9 - Pell Files - Riverside - Student Financial Services - I to J - 1-1-99 to 12-31-00	08/19/02	12/31/05
519927	23 - Pell Files - Riverside Student Financial Services - Ari to Bau - 1-1-99 to 12-31-00	08/19/02	12/31/05
519929	63 - Schol Applications - Riverside Student Financial Services - E to J - 1-1-99 to 12-31-00	08/19/02	12/31/05

Container Number	Description	Add Date	Destroy Date
519930	30 - Pell Files - Norco - Financial Aid - Non Verified/Verified - Craw to Hoga - 1-1-99 to 12-31-00	08/19/02	12/31/05
519932	44 - Student Financial Services - Norco - Financial Aid - Non Verified/Verified - Pell Files - Abde to Cox - 1-1-99 to 12-31-00	08/19/02	12/31/05
519936	24 - Pell Files - Student Financial Services - Riverside - Baw to Blou - 1-1-99 to 12-31-00	08/19/02	12/31/05
519938	14 - Pell Files - Riverside - Student Financial Services - Sab to Sext - 1-1-99 to 12-31-00	08/19/02	12/31/05
519948	48 - Download Sheets - Student Financial Services - Riverside - 1-1-99 to 12-31-00	08/19/02	12/31/05
520381	42 - Financial Aid Files - Moreno Valley Student Financial Services - Ab to By - 1-1-99 to 12-31-00	08/21/02	12/31/05
520382	68 - Riverside Student Financial Services - Misc School Applications - 1-1-99 to 12-31-00	08/21/02	12/31/05
520383	20 - Riverside - Student Financial Services - Pell Files - Her to Hu - 1-1-99 to 12-31-00	08/21/02	12/31/05
520384	35 - Moreno Valley - Student Financial Services - Financial Aid Files - Ui to Zu - 1-1-99 to 12-31-00	08/21/02	12/31/05
520385	60 - Bogw Applications - 1-1-99 to 12-31-00	08/21/02	12/31/05
520386	19 - Riverside - Student Financial Services - Pell Files - K to La - 1-1-99 to 12-31-00	08/21/02	12/31/05
520387	37 - Financial Aid Files - Moreno Valley - Student Financial Services - Ha to Ju - 1-1-99 to 12-31-00	08/21/02	12/31/05
520388	61 - Bogw Applications - Mc to S - 1-1-99 to 12-31-00	08/21/02	12/31/05
520389	27 - Riverside - Student Financial Services - Pell Files - Ri to Ro - 1-1-99 to 12-31-00	08/21/02	12/31/05
520390	17 - Pell Files - Riverside - Student Financial Services - Sgo to Sua	08/21/02	12/31/05
520391	21 - Riverside - Student Financial Services - Pell Files - Mo to Ne	08/21/02	12/31/05
520392	36 - Financial Aid Files - Moreno Valley - Student Financial Services - Ca to Du - 1-1-99 to 12-31-00	08/21/02	12/31/05
520393	64 - Riverside - Student Financial Services - School Applications - P to Z - 1-1-99 to 12-31-00	08/21/02	12/31/05
520395	62 - Bogw Applications - E to M - 1-1-99 to 12-31-00	08/21/02	12/31/05

Container Number	Description	Add Date	Destroy Date
520396	65 - Riverside - Student Financial Services - Bogw Fatp's 98/99 - Riverside Scholarships - Score Sheets - 1-1-98 to 12-31-00	08/21/02	12/31/05
520397	72 - School Files - A to K - 1-1-99 to 12-31-00	08/21/02	12/31/05
520398	16 - Riverside Student Financial Services - Pell Files - Tuf to Wat - 1-1-99 to 12-31-00	08/21/02	12/31/05
520400	34 - Financial Aid - Non Verified/Verified - Norco - Pell Files - Mick to Rod - 1-1-99 to 12-31-00	08/21/02	12/31/05
520401	18 - Riverside Student Financial Services - Pell Files - Blue to Bye - 1-1-99 to 12-31-00	08/21/02	12/31/05
520402	52 - Riverside Student Financial Services - Student Employment Reports - 1-1-99 to 12-31-00	08/21/02	12/31/05
520403	69 - Student Financial Services - School - 1-1-99 to 12-31-00	08/21/02	12/31/05
520404	28 - Riverside Student Financial Services - Pell Files - PI to Rh - 1-1-99 to 12-31-00	08/21/02	12/31/05
520406	66 - Riverside Student Financial Services - Scholarship Applications - K to O - 1-1-99 to 12-31-00	08/21/02	12/31/05
520407	67 - Riverside Student Financial Services - School Applications - A to E - 1-1-99 to 12-31-00	08/21/02	12/31/05
520410	32 - Riverside Student Financial Services - Norco - Pell Files - Wade to Zuni - 1-1-99 to 12-31-00	08/21/02	12/31/05
520411	33 - Student Financial Services - Norco - Pell Files - Rodr to Vo - 1-1-99 to 12-31-00	08/21/02	12/31/05
520413	47 - Riverside Student Financial Services - Transmittals - 1-1-99 to 12-31-00	08/21/02	12/31/05
520414	50 - Riverside Student Financial Services - Appeals Denied - 1-1-99 to 12-31-00	08/21/02	12/31/05
520415	43 - Moreno Valley Student Financial Services - Pell Files - Ka to Me - 1-1-99 to 12-31-00	08/21/02	12/31/05
520416	1999-2000 School Files - L to S - 1-1-99 to 12-31-00	08/21/02	12/31/05
520417	51 - Student Financial Services - Original Disbursement Records - 1-1-99 to 12-31-00	08/21/02	12/31/05
520450	59 - Bogw Applications - A to D - 1-1-99 to 12-31-00	08/21/02	12/31/05

Container Number	Description	Add Date	Destroy Date
674418	EOPS BV's	12/23/03	01/30/06
797871	1 of 2 - Budget 2001-2002	09/07/05	01/31/06
520346	Human Resources Recruitments - 1840 to 1849	08/21/02	01/31/06
797888	Certificated Recruitments	09/07/05	01/31/06
797893	Certificated Recruitments	09/07/05	01/31/06
797904	Certificated Recruitments	09/07/05	01/31/06
797908	Certificated Recruitments	09/07/05	01/31/06
C0100157666	Session Totals, Admissions - 7-1-05 to 2-28-06	03/03/08	02/16/06
721295	HR Recruitments - 1850 to 1855	07/17/03	02/28/06
674464	Recruitments Human Resources - 1930 to 1937	12/23/03	03/30/06
721332	HR Recruitments - 1856 to 1865	07/17/03	03/31/06
721327	HR Recruitments - 1866 to 1871	07/17/03	04/30/06
727333	Student Account Cashiers Reports & Bag Slips - 1-1-02 to 12-31-02	06/17/04	05/30/06
721316	HR Recruitments - 1872 to 1878	07/17/03	06/01/06
C0100123222	60 Locally Approved Certs, Evaluations - 1-1-04 to 12-31-05	12/21/06	06/09/06
C0100123223	60 Locally Approved Certs, Evaluations - 1-1-04 to 12-31-05	12/21/06	06/09/06
263973	Rec #86204-88285, Check # 4034-4130 - 1-1-98 to 12-31-99, Receipt Books - District 1-29-99 to 6-23-99	02/10/00	06/30/06
721442	Food Service Cash Register Tapes - 5-28-02 to 8-1-02	07/17/03	06/30/06
727316	Student Account Receipts - 1-1-01 to 12-31-02	06/17/04	06/30/06



Container Number	Description	Add Date	Destroy Date
C0100123217	170 FLEX Work Shop, FLEX ind. Activities, 2003-2004 Dean of Fact 2004, Dean of Fac Budg Back to College Days 2002-2003 - 1-1-04 to 12-31-05	12/21/06	06/30/06
467755	EOPS - Fall 1999 - A to L - 1-1-99 to 12-31-99	10/11/01	06/30/06
467805	EOPS Fall 1999 - M to Z - 1-1-99 to 12-31-99	10/11/01	06/30/06
520357	EOPS - SPG - L to Z - 1-1-00 to 12-31-00	08/21/02	06/30/06
520408	EOPS SPG 1/2 - A to K - 1-1-00 to 12-31-00	08/21/02	06/30/06
467757	District Bookstore, Worker Compensation, Cafeteria, Bank Statements, Business Services, District MGA Account	10/11/01	06/30/06
721317	HR Recruitments - 1879 to 1885	07/17/03	06/30/06
674395	5 - Riverside Pell Files - Bla to Car - 7-1-00 to 6-30-01	12/23/03	06/30/06
797878	1 of 2 Certificate Applications 2002-2003	09/07/05	06/30/06
797875	Certificates Applications Admissions Evaluation 2002-2003 - Box 2 of 2	09/07/05	06/30/06
721298	Accounting Services Records of Deposit Direct F/Y - 1-1-00 to 12-31-01	07/17/03	07/01/06
721315	Records of Dep. District Accounting Services - 1-1-00 to 12-31-01	07/17/03	07/01/06
721318	Records of Deposit District Accounting Services - 1-1-00 to 12-31-01	07/17/03	07/01/06
721320	Records of Deposit Accountng Service, Bookstore to District - 1-1-00 to 12-31-01	07/17/03	07/01/06
C0100156306	Auxiliary Business Services Paid Parking Citations - 7-1-06 to 11-30-06	06/23/08	07/01/06
721324	Records of Deposit, Accounting Services Admissions	07/17/03	07/01/06
668655	Accounting Services, Appropriation Ledger by Distribution Summary - 7-1-01 to 6-30-02	04/07/04	07/01/06
668658	Cash Flow, Program Summary by Split Program, Accounting Services - 7-1-01 to 6-30-02	04/07/04	07/01/06
721447	Cash Register Tapes Food Service - 3-18-03 to 5-5-03	07/17/03	07/06/06

Container Number	Description	Add Date	Destroy Date
739589	Instruction Research Par Score	07/29/04	07/18/06
668626	Accounting Services, Appropriate Ledger by Split Program Revenue - 7-1-01 to 6-30-02	04/07/04	07/30/06
520359	ABS - Student Federal/State Grants - Journals - 7-1-91 to 7-31-99	08/21/02	07/31/06
721426	ABS Cashier Sessions Reconciliations - 26838 to 27337 - 1-30-03 to 2-20-03	07/17/03	07/31/06
721439	Food Services Cash Register Tapes - 12-01-02 to 1-31-03	07/17/03	07/31/06
721441	Cash & Bankcard Reconciliation Comm. Education ABS - 2-1-03 to 6-10-03	07/17/03	07/31/06
721445	Cashier Session/Reconciliations - 25607 to 26307 - 11-13-02 to 1-6-03	07/17/03	07/31/06
721450	Cash Register Tapes Food Service - 11-1-02 to 11-30-02	07/17/00	07/31/06
721455	Session/Reconciliation Cashier ABS - 26308 to 26837 - 1-7-03 to 1-29-03	07/17/03	07/31/06
721461	Cash Register Tapes ABS - Food Services - 2-1-03 to 3-18-03	07/17/03	07/31/06
721464	Cash Register Tapes Food Service - 5-6-03 to 5-31-03	07/17/03	07/31/06
721467	ABS Comm. Ed Cash & Bankcard Reconciliation - 9-17-02 to 1-31-03	07/17/03	07/31/06
797842	ABS - 1-1-02 to 12-31-03	09/07/05	07/31/06
797986	ABS Food Services Cash Count Sheets January 1, 2003-June 30, 2003	09/07/05	07/31/06
797996	ABS Food Service Cash Count Sheets July 1, 2002 - December 31, 2002	09/07/05	07/31/06
798163	Student Federal and State Grants - 6-1-02 to 6-30-03	09/08/05	07/31/06
914904	ABS Parking Citations - 7-20-01 to 6-12-03	04/14/06	07/31/06
721329	HR Recruitment - 1886 to 1892	07/17/03	07/31/06
727363	Admission Student Accounts Drop Reports - 1-1-03 to 12-31-03	06/17/04	07/30/06

Container Number	Description	Add Date	Destroy Date
674441	Human Resources Recruitments - 1893 to 1900	12/23/06	08/30/06
727317	Credit Card Receipts Riverside & Norco Admission Student Account - 1-1-03 to 9-30-03	06/17/04	09/30/06
674403	Student Correspondence, Sick Leave, 2, Schedules, Vacation, Special Projects, Applied Tech - 7-1-99 to 6-30-00	12/23/03	09/30/06
674404	Itemized Exper:ACC, Class 2, Applied Tech, Incomplete Grade, Curriculum Handbook, ASROC Registers, Equivalent Substitutes, Absence Affidavits, Change of Grades, Credit by Exam, Intent to Hire, Matriculation Appeals 7-23-03 - 7-1-99 to 6-30-00	12/23/03	09/30/06
674440	Human Resources Recruitments - 1907 to 1908	12/23/03	09/30/06
674453	Human Resources Recruitments - 1901 to 1907	12/23/03	09/30/06
797911	Student Accounts Automatic Refund, Refund Reports	09/07/05	10/01/06
797874	Student Accounts 2003 Manual Refunds/Misc. Items	09/07/05	10/12/06
797890	Student Accounts 2003 Refunds	09/07/05	10/31/06
727321	Cashiers Reports Student Accounts - 1-1-03 to 12-31-03	06/17/04	12/31/06
797883	Sponsored Billing up to 2003 1/2 Boxes	09/07/05	12/31/06
797896	Sponsored Billing up to 2003	09/07/05	12/31/06
721383	EOPS - 1 of 2 - A to K - 1-1-01 to 12-31-01	07/17/03	12/31/06
721410	2 of 2 - EOPS - L to Z - 9-1-01 to 12-31-01	07/17/03	12/31/06
C0100123221	1 of 1 EOPS, Book Voucher Fall 05, Sign In Sheets - 01/05-12/05, Invoices 02-03	12/21/06	12/31/06
797966	Board Minutes 2003-2004	09/07/05	12/31/06
674462	Recruitments Human Resources - 1909 to 1920	12/23/03	12/31/06
520412	58 - Student Financial Services - Bogw Applications - Review - 1-1-00 to 12-31-01	08/21/02	12/31/06

Container Number	Description	Add Date	Destroy Date
674387	10 - Riverside SFS Pell Files - Gif to Hap - 7-1-00 to 6-30-01	12/23/03	12/31/06
674388	54 - School Folders - Riverside SFS - L to Z - 7-1-00 to 6-30-01	12/23/03	12/31/06
674389	4 - Riverside Pell Files - Ave to Bla - 7-1-00 to 6-30-01	12/23/03	12/31/06
674390	26 - Pell Files - Financial Aid - Verified/Non Verified - Norco - Abe to Cush - 7-1-00 to 6-30-01	12/23/03	12/31/06
674396	30 - Student Financial Services - Norco - Verified/Non Verified - Rod to Zorn - 7-1-00 to 6-30-01	12/23/03	12/31/06
674398	6 - Riverside Pell Files - Car to Cor - 7-1-00 to 6-30-01	12/23/03	12/31/06
674399	56 - D.O's & Surveys - Riverside SFS Student Files - R to Z - 7-1-00 to 6-30-01	12/23/03	12/31/06
674402	43 - Riverside SFS Scholarships - R to Z - 7-1-00 to 6-30-01	12/23/03	12/31/06
674405	55 - Reviews - Riverside SFS - Applications - Misc. Student Financial Services - RCC Schedules - 7-1-00 to 6-30-01	12/23/03	12/31/06
674406	12 - Pell Files - Riverside SFS - Hor to Jor - 7-1-00 to 6-30-01	12/23/03	12/31/06
674409	38 - Student Financial Services - Pell Files Moreno Valley - Prov to Savo - 7-1-00 to 6-30-01	12/23/03	12/31/06
674410	11 - Riverside SFS Pell Files - Har to Hor - 7-1-00 to 6-30-01	12/23/03	12/31/06
674411	9 - Riverside SFS Pell Files - Fin to Gie - 7-1-00 to 6-30-01	12/23/03	12/31/06
674413	53 - Riverside SFS - Student Financial Services Scholarships - A to K - 7-1-00 to 6-30-01	12/23/03	12/31/06
674414	25 - Pell Files - Riverside SFS - Wil to Zu - 7-1-00 to 6-30-01	12/23/03	12/31/06
674415	52 - Riverside SFS - Bogw Applications - Review - Student Financial Services Misc - 7-1-00 to 6-30-01	12/23/03	12/31/06
674417	33 - Moreno Valley - Pell Files - Cart to Duon - 7-1-00 to 6-30-01	12/23/03	12/31/06
674421	31 - Student Financial Services Pell - Misc - Norco - 7-1-00 to 6-30-01	12/23/03	12/31/06

Container Number	Description	Add Date	Destroy Date
674465	63 - Student Financial Services Transmittals - SFS Riverside - 7-1-00 to 6-30-01	12/23/03	12/31/06
674466	64 - SBTG - BATH - Download Duplicates - FABC - GTA - FAAL - CRA - Misc. Financial Services - SFS Riverside - CRG - Batch Reports 00/01 - SYSG - NSLDS Post Screen - 7-1-00 to 6-30-01	12/23/03	12/31/06
674467	47 - Student Financial Services - Bogw's - Moreno Valley - A to P - 7-1-00 to 6-30-01	12/23/03	12/31/06
674468	50 - Student Financial Services - Bogw Applications - Riverside - A to J - 7-1-00 to 6-30-01	12/23/03	12/31/06
674475	56 - Origination Records - Riverside SFS - Unconverted Records - 7-1-00 to 6-30-01	12/23/03	12/31/06
674476	00-01 Multiple Reporting Records - 7-1-00 to 6-30-01	12/23/03	12/31/06
674478	45 - Riverside - Miscellaneous Scholarships - 7-1-00 to 6-30-01	12/23/03	12/31/06
674479	46 - Riverside SFS - Educations Sheets 00/01 - Riverside Scholarships 00/02 - 7-1-00 to 6-30-02	12/23/03	12/31/06
674480	62 - Transmittals - Riverside SFS - 7-1-00 to 6-30-01	12/23/03	12/31/06
674481	60 - Riverside SFS - Pell Transmittals - 7-1-00 to 6-30-01	12/23/03	12/31/06
674482	61 - Riverside SFS - Pell Transmittals - 7-1-00 to 6-30-01	12/23/03	12/31/06
674485	48 - Moreno Valley Bogw - R to Z - 7-1-00 to 6-30-01	12/23/03	12/31/06
674486	44 - Scholarship Applications - Riverside SFS - P to Z	12/23/03	12/31/06
674487	49 - Norco SFS - Riverside U-Z - Bogw Applications A-Z - 7-1-00 to 6-30-01	12/23/03	12/31/06
674488	59 - Riverside SFS - Pell Transmittals - 7-1-00 to 6-30-01	12/23/03	12/31/06
674495	58 - Standard Time Sheets - Reports - Riverside SFS - 7-1-00 to 6-30-01	12/23/03	12/31/06
674496	42 - Riverside SFS - Scholarships - H to Q - 7-1-00 to 6-30-01	12/23/03	12/31/06
674497	41 - Riverside SFS - Scholarships - A to M - 7-1-00 to 6-30-01	12/23/03	12/31/06

Container Number	Description	Add Date	Destroy Date
674503	3 - Riverside Pell Files - A to Ave - 7-1-00 to 6-30-01	12/23/03	12/31/06
674508	35 - Pell Files - Moreno Valley SFS - Gues to Klin - 7-1-00 to 6-30-01	12/23/03	12/31/06
674515	37 - Moreno Valley SFS - Pell Files - Moha to Prio - 7-1-00 to 6-30-01	12/23/03	12/31/06
674516	2 - Riverside Dormant Pell Files - 7-1-00 to 6-30-01	12/23/03	12/31/06
674517	20 - Pell Files - Riverside SFS - Rey to Sal - 7-1-00 to 6-30-01	12/23/03	12/31/06
674518	39 - Moreno Valley SFS Pell Files - Sche to Vale - 7-1-00 to 6-30-01	12/23/03	12/31/06
674519	34 - Moreno Valley Pell Files - Dupr to Guer - 7-1-00 to 6-30-01	12/23/03	12/31/06
674520	22 - Riverside SFS Pell Files - Smi to Tha - 7-1-00 to 6-30-01	12/23/03	12/31/06
674521	36 - Moreno Valley Pell Files - Knap to Mitc - 7-1-00 to 6-30-01	12/23/03	12/31/06
674525	23 - Riverside SFS - Pell Files - Tha to Vec - 7-1-00 to 6-30-01	12/23/03	12/31/06
674529	18 - Riverside Pell Files - Ort to Pik - 7-1-00 to 6-30-01	12/23/03	12/31/06
674530	28 - Financial Aid - Non Verified - Pell Files - Norco - Daba to H - 7-1-00 to 6-30-01	12/23/03	12/31/06
674531	24 - Pell Files - Riverside SFS - Vel to Wil - 7-1-00 to 6-30-01	12/23/03	12/31/06
674535	15 - Riverside Pell Files - Man to Mej - 7-1-00 to 6-30-01	12/23/03	12/31/06
674536	19 - Riverside SFS Pell Files - Pim to Rey - 7-1-00 to 6-30-01	12/23/03	12/31/06
674538	1 - Riverside - Dormant Pell Files - 7-1-00 to 6-30-01	12/23/03	12/31/06
674541	17 - Riverside Pell Files - Mur to Ort - 7-1-00 to 6-30-01	12/23/03	12/31/06
674543	29 - Norco - Financial Aid - Non Verified - Hom to Mer - 7-1-00 to 6-30-01	12/23/03	12/31/06
674544	32 - Moreno Valley SFS Pell Files - Aban to Camp - 7-1-00 to 6-30-01	12/23/03	12/31/06

Container Number	Description	Add Date	Destroy Date
674545	14 - Riverside SFS Pell Files - Lee to Man - 7-1-00 to 6-30-01	12/23/03	12/31/06
674548	16 - Riverside Pell Files - Mej to Mur - 7-1-00 to 6-30-01	12/23/03	12/31/06
674553	8 - Riverside SFS Pell Files - Dil to Fin - 7-1-00 to 6-30-01	12/23/03	12/31/06
674532	Student Financial - 2000-2001 - Norco - Destroy - 2006 - Bard to Rod - 7-1-00 to 6-30-01	12/23/03	12/31/06
674448	Accounting Services Records of Deposit District - 7/1/2001 to 6/30/2002	12/23/03	01/01/07
C0100123204	1 of 1 Misc. EOPS Confidential	12/21/06	01/01/07
721407	Marketing Grant Procurement Asst., CTR (PAC), Grant Docs - 1-1-99 to 12-31-02	07/17/03	01/02/07
674434	Human Resources Recruitments - 1921 to 1929	12/23/03	01/30/07
797885	Certificated Recruitments	09/07/05	01/31/07
797906	Certificated Recruitments	09/07/05	01/31/07
668596	Purchasing Board Report, Purchase Orders 7/03-10/03 - 7-1-03 to 10-31-03	04/07/04	02/01/07
520437	Spring 01 - EOPS 1/3 - A to G	08/21/02	06/30/07
520442	Spring 01 - EOPS 3/3 - P to Z - 1-1-01 to 12-31-01	08/21/02	06/30/07
467771	Business Services, District, Cafeteria, Workers Compensation, Bank Statements, Bookstore	10/11/01	06/30/07
797887	3 Accounting Services	09/07/05	06/30/07
797902	Grant & Categorical Files FY 2000-2001	09/07/05	06/30/07
797905	Grant & Categorical Files FY 2000-2001	09/07/05	06/30/07
739561	33 - Riverside SFS Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07

Container Number	Description	Add Date	Destroy Date
739562	40 - Riverside SFS - Transmittals - 7-1-01 to 6-30-02	07/29/04	06/30/07
739569	23 - Riverside SFS - Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739570	52 - Riverside SFS Miscellaneous Records - 7-1-99 to 6-30-01	07/29/04	06/30/07
739571	44 - Riverside SFS Gogw Applications - Agal to Zust - 7-1-01 to 6-30-02	07/29/04	06/30/07
739572	37 - Riverside SFS - Transmittals - Disbursements Records - MRR's - 7-1-01 to 6-30-02	07/29/04	06/30/07
739573	46 - Riverside SFS - Bogw Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739578	41 - Riverside SFS Grant Checks - 7-1-01 to 6-30-02	07/29/04	06/30/07
739580	27 - Riverside SFS Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739581	26 - Riverside SFS - Scholarship Files - A to I - 7-1-01 to 6-30-02	07/29/04	06/30/07
739582	25 - Riverside SFS Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739587	49 - Norco SFS - Hino to Moor - 7-1-01 to 6-30-02	07/29/04	06/30/07
739591	36 - Riverside SFS Grant Check Transmittals - 7-1-01 to 6-30-02	07/29/04	06/30/07
739592	39 - Riverside SFS Cal Grant Roster - 7-1-01 to 6-30-02	07/29/04	06/30/07
739593	38 - Riverside SFS Grant Transmittals - 7-1-01 to 6-30-02	07/29/04	06/30/07
739594	28 - Riverside SFS Scholarship Files Misc. - T to Z - 7-1-01 to 6-30-02	07/29/04	06/30/07
739599	Riverside SFS - Scholarship Files - J to S - 7-1-01 to 6-30-02	07/29/04	06/30/07
739600	22 - Dormants Pell Files - 12-14-01 to 6-11-02	07/29/04	06/30/07
739602	17 - Riverside SFS Pell Files - Sand to Spen - 7-1-01 to 6-30-02	07/29/04	06/30/07
739603	14 - Riverside SFS pell Files - Ojed to Phil - 7-1-02 to 6-30-03	07/29/04	06/30/07



Container Number	Description	Add Date	Destroy Date
739605	8 - Riverside SFS Pell Files - Grod to Hunt - 7-1-01 to 6-30-02	07/29/04	06/30/07
739606	54 - Riverside SFS Senior Anyalyst - 7-1-00 to 6-30-01	07/29/04	06/30/07
739607	31 - Riverside SFS Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739608	2 - Riverside SFS Pell Files - Atne to Bowm 7-1-01 to 6-30-02	07/29/04	06/30/07
739609	4 - Riverside SFS Pell Files - Cato to Dela - 7-1-01 to 6-30-02	07/29/04	06/30/07
739610	15 - Riverside SFS Pell Files - Phip to Robe - 7-1-01 to 6-30-02	07/29/04	06/30/07
739611	Moreno Valley Campus Pell Files - Pacq to Sanc - 7-1-01 to 6-30-02	07/29/04	06/30/07
739612	58 - Moreno Valley Campus Pell Files - Cara to Fair - 7-1-01 to 6-30-02	07/29/04	06/30/07
739613	65 - Riverside SFS Bogw Applications - A to T - 7-1-98 to 6-30-99	07/29/04	06/30/07
739614	20 - Riverside SFS Pell Files - Which to Zuno - 7-1-01 to 6-30-02	07/29/04	06/30/07
739615	7 - Riverside SFS Pell Files - Gala to Gari - 7-1-01 to 6-30-02	07/29/04	06/30/07
739616	30 - Riverside SFS Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739618	32 - Riverside SFS Scholarship Applications - 7-1-01 to 6-30-02	07/29/04	06/30/07
739619	5 - Riverside SFS Pell Files - Dale to Eila - 7-1-01 to 6-30-02	07/29/04	06/30/07
739620	63 - Moreno Valley Campus Pell Files - Vazq to Zust - 7-1-01 to 6-30-02	07/29/04	06/30/07
739621	60 - Moreno Valley Campus Pell Files - Hern to Lowr - 7-1-01 to 6-30-02	07/29/04	06/30/07
739623	18 - Riverside SFS Pell Files - Spor to Turner - 7-1-01 to 6-30-02	07/29/04	06/30/07
739624	56 - Riverside SFS Cal Grant - 7-1-00 to 6-30-02	07/29/04	06/30/07
739625	13 - Riverside SFS Pell Files - More to Ogle - 7-1-01 to 6-30-02	07/29/04	06/30/07

Container Number	Description	Add Date	Destroy Date
739626	11 - Riverside SFS Pell Files - Leyba to Martin - 7-1-01 to 6-30-02	07/29/04	06/30/07
739627	47 - Norco SFS Pell Files - A to Dela - 7-1-01 to 6-30-02	07/29/04	06/30/07
739628	1 - Riverside SFS Pell Files - Albar to Aten - 7-1-01 to 6-30-02	07/29/04	06/30/07
739629	3 - Riverside SFS Pell Files - Bonn to Cast - 7-1-01 to 6-30-02	07/29/04	06/30/07
739631	55 - Riverside SFS Budget Files - 7-1-97 to 6-30-00	07/29/04	06/30/07
739632	64 - Riverside SFS FISAP Call Grant BFAP - 7-1-98 to 6-30-00	07/29/04	06/30/07
739633	66 - Riverside SFS - Auditors Guide - Audited Pell Files - 7-1-99 to 6-30-00	07/29/04	06/30/07
739634	19 - Riverside SFS Pell Files - Turney to Whel - 7-1-01 to 6-30-02	07/29/04	06/30/07
739636	59 - Moreno Valley Campus Pell Files - Farr to Hern - 7-1-01 to 6-30-02	07/29/04	06/30/07
739638	12 - Riverside SFS Pell Files - Marz to Mora - 7-1-01 to 6-30-02	07/29/04	06/30/07
739639	62 - Moreno Valley Campus Pell Files - Sanc to Vasq - 7-1-01 to 6-30-02	07/29/04	06/30/07
674439	District Accounting Services CAPS, Records of Deposits, Cafeteria, Direct Deposits - 7-1-01 to 6-30-02	12/23/03	07/01/07
914912	ABS ASRCC Payables - F to M - 1-1-03 to 12-31-04	04/14/06	07/01/07
914920	ABS District Receipts, Cafeteria Receipts, Library Receipts - 7-1-03 to 6-30-04	04/14/06	07/01/07
668597	Accounts Payable Paid Invoices - Anaheim to AZ - 7-1-02 to 6-30-03	04/07/04	07/01/07
668598	Paid Invoices Accounts Payable - Boise to Canada - 7-1-02 to 6-30-03	04/07/04	07/01/07
668599	Accounts Payable Paid Invoices - Canon to Copeland - 7-1-02 to 6-30-03	04/07/04	07/01/07
668600	Accounts Payable, Miscellaneous Student Refunds, Paid Invoices - 7-1-02 to 6-30-03	04/07/04	07/01/07
668615	Inventory Control Purchase Order Copies - P24000 to P33999	04/07/04	07/01/07

Container Number	Description	Add Date	Destroy Date
467688	Accounting Services Receipt Books - 7-1-99 to 6-30-00	10/11/01	07/30/07
467702	Receipt Books Accounting Services - 7-1-99 to 6-30-00	10/11/01	07/30/07
674428	Records of Deposits - Admissions, Accounting Services - 7-1-01 to 6-30-02	12/23/03	07/30/07
668601	Accounts Payable Paid Invoices - UPS to Wards - 7-1-02 to 6-30-03	04/07/04	07/30/07
668602	Accounts Payable Paid Invoices, Cancellation Warrants - 41568 to 47399 - 7-1-02 to 6-30-03	04/07/04	07/30/07
668603	Paid Invoices, Accounts Payable - Ho to Jz - 7-1-02 to 6-30-03	04/07/04	07/30/07
668604	Paid Invoices, Accounts Payable - Ho to Ri - 7-1-02 to 6-30-03	04/07/04	07/30/07
668607	Accounts Payable Paid Invoices - Barnes to Brd - 7-1-02 to 6-30-03	04/07/04	07/30/07
668610	Accounts Payable Paid Invoices - P047400 to Warrant - 7-1-02 to 6-30-03	04/07/04	07/30/07
668611	Paid Invoices, Accounts Payable - Riverside to Shell - 7-1-02 to 6-30-03	04/07/04	07/30/07
668612	Accounts Payable Paid Invoices - Pch to Q - 7-1-02 to 6-30-03	04/07/04	07/30/07
668614	Paid Invoices, Accounts Payalbe - G to He - 7-1-02 to 6-30-03	04/07/04	07/30/07
668616	Paid Invoices, Accounts Payable - A to Wards - 7-1-02 to 6-30-03	04/07/04	07/30/07
668617	Paid Invoices, Accounts Payable - Shelton to Sparkletts - 7-1-02 to 6-30-03	04/07/04	07/30/07
668618	Accounts Payable Paid Invoices - Office to Pc - 7-1-02 to 6-30-03	04/07/04	07/30/07
668619	Accounts Payable Piad Invoices - Office 02 to Office 03 - 7-1-02 to 6-30-03	04/07/04	07/30/07
668620	Accounts Payable Paid Invoices - Ce to Cornerstone - 7-1-02 to 6-30-03	04/07/04	07/30/07
668621	Paid Invoices, Accounts Payable - Ci to Di - 7-1-02 to 6-30-03	04/07/04	07/30/07
668623	EOPS - Ro to Z	04/07/04	07/30/07

Container Number	Description	Add Date	Destroy Date
668652	Revenue Ledger Program Summary with Rev Summary by Program	04/07/04	07/30/07
668659	General Ledger Appropriation by Location - 7-1-99 to 6-30-00	04/07/04	07/30/07
520342	ABS - Student Federal/State Grants - Journals - 7-1-99 to 6-30-00	08/21/02	07/31/07
797861	ABS - Food Services Register Tapes March '04 to April '04	09/07/05	07/31/07
797877	ABS Cashier Sessions and Reconciliations	09/07/05	07/31/07
797965	ABS Community Education Cash and Bank Card Receipts - March 18, 2004 to June 30, 2004	09/07/05	07/31/07
797967	ABS Food Services Register Tapes July 1, 2003 to September 18, 2003	09/07/05	07/31/07
797969	ABS Services, Food Service, Register Tapes, February 17, 2004, 2002-2003	09/07/05	07/31/07
797976	ABS Food Services Register Tapes October 22, 2003 to November 25, 2003	09/07/05	07/31/07
797977	ABS Food Services Register Tapes April 30, 2004 to June 10, 2004	09/07/05	07/31/07
797978	ABS Food Services Register Tapes November 26, 2003 to February 12, 2004	09/07/05	07/31/07
798147	ABS Food Services Register Tapes - 9-19-03 to 10-21-03	09/08/05	07/31/07
914903	ABS ASRCC Payables N to S - 01-01-03 to 12-31-04	04/14/06	07/31/07
668613	Paid Invoices, Accounts Payable - Lo to Ma - 7-1-02 to 6-30-03	04/07/04	07/31/07
263967	PARS - 1-1-96 to 12-31-97	02/10/00	07/31/07
263956	311Q, Special Program Files SPP 401-730 97/98, 323-6/30/97, IPEDS, Census - 1-1-97 to 12-31-98	02/10/00	07/31/07
C0100157649	1 EOP Misc. Documents	03/03/08	08/31/07
797881	Student Accounts Credit Card Slips Norco	09/07/05	12/31/07
C0100123186	Budget, Employee Records 02-05, Attendance Reports 02/05 - 1-1-01 to 12-31-05	12/21/06	12/31/07

Container Number	Description	Add Date	Destroy Date
520023	EOPS Fall 2 of 2 - R to Z - 1-1-00 to 12-31-00	08/19/02	12/31/07
520365	EOPS Fall 1/2 - A to P - 1-1-00 to 12-31-00	08/21/02	12/31/07
668622	EOPS - A to Hi	04/07/04	12/31/07
797886	EOPS Student Files - F-03 A-I - 1 of 3	09/07/05	12/31/07
797889	3 of 3 - EOPS Student Files	09/07/05	12/31/07
520362	International Student Center - Student Files - Alfu to Kwon - 1-1-01 to 12-31-02	08/21/02	12/31/07
520424	International Student Center - Student Files - Leac to Yato - 1-1-01 to 12-31-02	08/21/02	12/31/07
739560	45 - Riverside SFS - Bogw Applictions - K to Z - 7-1-01 to 6-30-02	07/19/04	12/31/07
C0100157682	2005 Credit Card Slips, 02/03 Cashiering Sessions	03/03/08	01/01/08
C0100157670	2005 Manual Ck/CC Refunds 2005 C/C Corrections - 01-01-05 to 12-31-05	03/03/08	01/31/08
797989	2003 Employee Records FLEX Workshops (2003-2004) Board Reports (2002-2003)	09/07/05	01/31/08
797884	FLEX Contracts, Etc. 2003-2004	09/07/05	01/31/08
C0100123195	Code 3 Text Book Req. Time Sheets, Travel Reg's Teaching Assing. - 1-1-01 to 12-31-02	12/21/06	01/31/08
C0100123201	Code 3 Special Project Reg's Schedules - 1-1-00 to 12-31-02	12/21/06	01/31/08
C0100123190	Code 3 Budgets A-Tech, Aircon, Auto Body, Ford, GM, Toyota, Auto General, Construction, Culinary, Prod. Print, Telecom, Weicling - 1-1-01 to 12-31-02	12/21/06	01/31/08
872838	HR 164 Certificated Recruitments C-732 to C-734	09/14/05	01/31/08
872839	HR 160 C-719 to C-720	09/14/05	01/31/08
872843	HR 163 Certificated Recruitments C-728 to C-731	09/14/05	01/31/08
872852	HR 167 Certificated Recuitments C-740 to C-741	09/14/05	01/31/08

Container Number	Description	Add Date	Destroy Date
872853	HR 165 Certificated Recruitmetns C-735 to C-737	09/14/05	01/31/08
872854	HR 161 Certificated Recruitments C-721 to C-723	09/14/05	01/31/08
872855	HR 171 Certificated Recruitments C-752 to C-757	09/14/05	01/31/08
872856	HR 170 Certificated Recruitments C-749 to C-751	09/14/05	01/31/08
872859	HR 162 Certificated Recruitments C-724 to C-727	09/14/05	01/31/08
872866	HR 168 Certificated Recruitments C-742 to C-743	09/14/05	01/31/08
872867	HR 159 C-715 to C-718	09/14/05	01/31/08
872868	HR 158 Certificated Recruitments C-710 to C-714	09/14/05	01/31/08
872870	HR 169 Certificated Recruitments C-744 to C-748	09/14/05	01/31/08
872871	HR 166 Certificated Recruitments C-738 to C-739	09/14/05	01/31/08
721299	Customized Solutions, Completed Contracts - Fleetwood Parts to Meal Contai - 1-1-99 to 12-31-00	07/17/03	02/11/08
721307	Completed Contracts, Customized Solutions - ETP Documentati to Fleetwood - 1-1-99 to 12-31-00	07/17/03	02/11/08
721420	Completed Contracts, Customized Solutions - 1-1-00 to 12-31-01	07/17/03	02/11/08
721422	Customized Solutions, Completed Contracts - ETP/Fleetwood to Vista Eyecare - 1-1-99 to 12-31-00	07/17/03	02/11/08
721312	Customized Solutions, City of Colton, Completed Contracts - 1-1-99 to 12-31-01	07/17/03	02/11/08
872851	Human Resources Classified Recruitments 1994 to 2005	09/14/05	03/31/08
721390	International Student Center - Student Files - Abu to Zha - 1-1-99 to 12-31-03	07/17/03	03/31/08
721400	International Student Center - Student Files - Agi to Zee, Receipt Books Spr 03	07/17/03	03/31/08
872835	HR 173 Human Resources Classified Recruitments 1994 to 2005	09/14/05	05/31/08

Container Number	Description	Add Date	Destroy Date
872858	2019 to 2027	09/14/05	05/31/08
C0100157663	2005 Collection Report/Letters, Aged Bal. Rpt. Drops & Non-Payment Acct. Corr, Unbalanced Cashier, Student Services, Ref. Vouchers - 1-1-05 to 12-31-05	03/03/08	06/01/08
C0100157673	05 Win Automated Refunds, Spring Auto Ref, of Deferments, 05 Credit by Exam - 1-1-05 to 12-31-05	03/03/08	06/01/08
739568	EOPS - Archives - Mo to T	07/29/04	06/14/08
739574	EOPS - Archives - V to Z	07/29/04	06/14/08
739596	EOPS - Archives - F to Mi	07/29/04	06/14/08
739597	EOPS - Archives - A to E	07/29/04	06/14/08
797873	Box 6	09/07/05	06/30/08
797882	7 Accounting Services Grants and Categorical Program Files SPP 328-369	09/07/05	06/30/08
797897	4 Accounting Services Grants and Categorical Program Files	09/07/05	06/30/08
797898	Grants & Categorical Files FY 2001-2002	09/07/05	06/30/08
797910	Grant & Categorical Files FY 2001-2002	09/07/05	06/30/08
739635	53 - Riverside SFS Bogw Records - 7-1-01 to 6-30-03	07/29/04	06/30/08
721322	District Accounting Services Receipt Books, Bookstore - 1-1-01 to 12-31-01	07/17/03	07/01/08
C0100157554	ABS Food Services Inventory, Cash Receipts & District Catering Transfer - 7-1-03 to 6-30-05	03/03/08	07/01/08
721325	Accounting Services Receipt Books, Admissions, CAPS, CAFÉ	07/17/03	07/01/08
668661	Location Appropriation Ledger by Split Program Summay by Object - 7-1-00 to 6-30-01	04/07/04	07/30/08
C0100157533	ABS Cosmetology Cash Reconciliations - 1-1-04 to 12-31-05	03/03/08	07/31/08
C0100157534	ABS Community Education Cash & Bankcard - 7-1-05 to 12-31-05	03/03/08	07/31/08

Container Number	Description	Add Date	Destroy Date
C0100157535	ABS Food Services Register Tapes - 7-5-05 to 9-30-05	03/03/08	07/31/08
C0100157537	ABS Paid Parking Citations - 3-1-05 to 6-30-05	03/03/08	07/31/08
C0100157538	ABS ASRCC Accounts Payable - A to F - 1-1-04 to 12-31-05	03/03/08	07/31/08
C0100157539	ABS ASRCC Accounts Payable - Q to Z - 1-1-04 to 12-31-05	03/03/08	07/31/08
C0100157541	ABS ASRCC Accounts Payable - G to P - 1-1-04 to 12-31-05	03/03/08	07/31/08
C0100157542	ABS Food Services Register Tapes - 4-8-06 to 5-26-06	03/03/08	07/31/08
C0100157545	ABS ASRCC Cash Receipt - 6-1-04 to 12-31-04	03/03/08	07/31/08
C0100157547	ABS District Invoices Acct. Receivable - 7-1-04 to 6-30-05	03/03/08	07/31/08
C0100157550	ABS Cashier Sessions & Reconciliations - 44519 to 45138 - 11-11-05 to 12-31-05	03/03/08	07/31/08
C0100157551	ABS Cashier Sessions & Reconciliations - 43584 to 44516 - 9-15-05 to 11-10-05	03/03/08	07/31/08
C0100157552	ABS Food Services Register Tapes - 1-3-06 to 2-28-06	03/03/08	07/31/08
C0100157553	ABS Food Services Register Tapes - 3-1-06 to 4-7-06	03/03/08	07/31/08
C0100157555	ABS Cashier Sessions & Reconciliation - 6-20-05 to 7-31-05	03/03/08	07/31/08
C0100157557	ABS District Invoices Acct Receivable A-P - 7-1-04 to 6-30-05	03/03/08	07/31/08
C0100157559	ABS Student Refunds 2001-2002 and 2002-2003 View Point 7-1-04 to 6-30-05 - 1-1-01 to 6-30-05	03/03/08	07/31/08
C0100157560	ABS Food Services Register Tapes - 11-3-05 to 12-16-05	03/03/08	07/31/08
C0100157561	ABS Cashier Sessions & Reconciliations - 8-25-05 to 9-14-05	03/03/08	07/31/08
C0100157562	ABS Food Services, Register Tapes - 9-28-05 to 11-2-05	03/03/08	07/31/08
C0100157564	ABS Cashier Sessions & Reconciliations - 42461 to 43012 - 8-1-05 to 8-24-05	03/03/08	07/31/08



Container Number	Description	Add Date	Destroy Date
C0100157567	ABS Cashier Sessions & Reconciliations - 46367 to 48206 - 3-1-06 to 5-15-06	03/03/08	07/31/08
C0100157568	ABS Cashier Sessions & Reconciliations - 5-22-06 to 7-31-06	03/03/08	07/31/08
C0100157569	ABS ASRCC Cash Receipts Fiscal Year 2004/2005 - 1-1-05 to 6-30-05	03/03/08	07/31/08
872845	HR 175 Human Resources Classified Recruitments 2028 to 2036	09/14/05	07/31/08
235305	Risk Management Insurance Payments - 1-1-97 to 12-31-98	06/30/99	07/31/08
235309	Payroll Ded & Payment Sheets, Risk Management Dept. - 1-1-97 to 12-31-98	06/30/99	07/31/08
C0100160947	EOPS/Care Expired Booklets	07/23/08	08/01/08
674527	Applied Tech 2 - A to I - 7-1-01 to 6-30-02	12/23/03	09/30/08
721333	RCC Development Project, Grants & Contracts, New Horizons, 1997 Faculty Internship, 1996/1999 Budget - 1-1-96 to 12-31-98	07/17/03	09/30/08
721334	Legislative Notes, Mark Isreal, Grant & Contract Services - 1-1-98 to 12-31-98	07/17/03	09/30/08
235318	Open Enrollment Forms - 1-1-97 to 12-3-98	06/30/99	10/01/08
872860	HR 176 Human Resources Classified Recruitments 2037 to 2047	09/14/05	10/31/08
235319	Reports by EE - 1-1-97 to 12-31-98	06/30/99	10/31/08
872846	Human Resources Classified Recruitments 2061 to 2066	09/14/05	10/31/08
235315	Risk Management	06/30/99	11/01/08
721335	Advocate School - Tap Fab 1998-1999 - 1-1-98 to 12-31-99	07/17/03	12/11/08
797833	Box #23 MRR's Origination Records Disbursement - Pell Records - Only printouts no files - 1-1-02 to 12-31-03	09/07/05	12/31/08
797836	7 Grant Disbursement Transmittals - 1-1-02 to 12-31-03	09/07/05	12/31/08
797848	8 Grant Disbursement - 1-1-02 to 12-31-03	09/07/05	12/31/08

Container Number	Description	Add Date	Destroy Date
798149	3 of 4 - Spring 2004 - EOPS Files - Mas to R	09/08/05	12/31/08
798158	1 of 4 - Spring 2004 - EOPS Files - A to F	09/08/05	12/31/08
798162	Spring 2004 - EOPS Files 4 of 4 - S to Z	09/08/05	12/31/08
C0100123218	2 of 2 EOPS Files Fall 2004 - M to Z	12/21/06	12/31/08
467727	Title III Kristina Kauffamn	10/11/01	12/31/08
797856	9 Grant Disbursement	09/07/05	12/31/08
797868	10 2002-2003 Grant Disbursement	09/07/05	12/31/08
872848	HR 180 Human Resources Classified Recruitments 2074 to 2080	09/14/05	12/31/08
674427	International Student Center - Withdrawn Students, Student Files - Asp to Wan - 7-1-02 to 6-30-03	12/23/03	12/31/08
674513	International Student Center - Student Files - Ben to Zam - 7-1-02 to 6-30-03	12/23/03	12/31/08
797931	67 Hirepaper (FWS) Contracts Payroll Taxes and Notes - 1-1-00 to 12-31-01	09/07/05	12/31/08
797931	67 Hirepaper (FWS) Contracts Paryoll Faxes and Notes - 1-1-00 to 12-31-01	09/07/05	12/31/08
797831	13 - Scholarship Files - L to Z - 1-1-02 to 12-31-03	09/07/05	12/31/08
797832	12 - Scholarship Files - A to K - 1-1-02 to 12-31-03	09/07/05	12/31/08
797834	27 - Student Financial Services/Verified and Non-Varified Files - Jean to Mill - 1-1-02 to 12-31-03	09/07/05	12/31/08
797838	40 - Student Financial Services Moreno Valley Pell Files - 1-1-02 to 12-31-03	09/07/05	12/31/08
797843	30 - Student Financial Services - 1-1-02 to 12-31-03	09/07/05	12/31/08
797844	33 - Student Financial Services	09/07/05	12/31/08

Container Number	Description	Add Date	Destroy Date
797846	32 - Student Financial Services - 1-1-02 to 12-31-03	09/07/05	12/31/08
797849	41 - Student Financial Services - 1-1-02 to 12-31-03	09/07/05	12/31/08
797850	39 - Student Financial Services	09/07/05	12/31/08
797853	34 - Financial Services	09/07/05	12/31/08
797854	Scholarship Apps. - 1-1-02 to 12-31-03	09/07/05	12/31/08
797855	16 - 2002-2003 Scholarship Apps.	09/07/05	12/31/08
797858	35 - Student Financial Services	09/07/05	12/31/08
797859	31 - Bogw - A to Z - 1-1-02 to 12-31-03	09/07/05	12/31/08
797864	15 - SFS 02/03 Scholarship Apps.	09/07/05	12/31/08
797866	21 - SFS 02/03 Scholarship Apps.	09/07/05	12/31/08
797867	22 - 2002-2003 Scholarship Apps.	09/07/05	12/31/08
797915	55 - SFS Pell Files - Mart to Mere - 1-1-02 to 12-31-03	09/07/05	12/31/08
797916	64 - Pell Files SFS - Vasq to Will - 1-1-02 to 12-31-03	09/07/05	12/31/08
797917	29 - Student Financial Services - 1-1-02 to 12-31-03	09/07/05	12/31/08
797918	Levy to Mars - 1-1-02 to 12-31-03	09/07/05	12/31/08
797919	68 - Student Employment	09/07/05	12/31/08
797920	6 - Bogw Apps. A to F - 1-1-02 to 12-31-03	09/07/05	12/31/08
797922	42 - SFS Files - Aba to Are - 1-1-02 to 12-31-03	09/07/05	12/31/08
797923	4 - Bogw Apps. - Me to S - 1-1-02 to 12-31-03	09/07/05	12/31/08

Container Number	Description	Add Date	Destroy Date
797924	52 - SFS Pell Files - Hurt to Kenn - 1-1-02 to 12-31-03	09/07/05	12/31/08
797925	46 - SFS Pell Files - Chris to Davi - 1-1-02 to 12-31-03	09/07/05	12/31/08
797926	47 - Pell Files SFS - Davi to Elev - 1-1-02 to 12-31-03	09/07/05	12/31/08
797927	62 - SFS Pell Files - Sims to Tayl - 1-1-02 to 12-31-03	09/07/05	12/31/08
797928	28 - Student Financial Services - 1-1-02 to 12-31-03	09/07/05	12/31/08
797929	56 - SFS Pell Files - Merl to Nagh - 1-1-02 to 12-31-03	09/07/05	12/31/08
797930	50 - SFS Pell Files - Gonz to Harr - 1-1-02 to 12-31-03	09/07/05	12/31/08
797932	44 - SFS Pell Files - Bela to Caba - 1-1-02 to 12-31-03	09/07/05	12/31/08
797933	36 - Student Financial Services - Hern to Kunz - 1-1-02 to 12-31-03	09/07/05	12/31/08
797934	20 - Schol Apps. - 1-1-02 to 12-31-03	09/07/05	12/31/08
797935	26 - Student Financial Services	09/07/05	12/31/08
797936	18 - Schol Apps. - 1-1-02 to 12-31-03	09/07/05	12/31/08
797937	24 - Student Financial Services	09/07/05	12/31/08
797938	3 - Bogw Apps. - T-2 and Reports - 1-1-02 to 12-31-03	09/07/05	12/31/08
797939	61 - SFS Pell Files - Said to Simp - 1-1-02 to 12-31-03	09/07/05	12/31/08
797940	49 - SFS Pell Files - Nagy to Gome - 1-1-02 to 12-31-03	09/07/05	12/31/08
797941	49 - SFS Pell Files - Fred to Gome - 1-1-02 to 12-31-03	09/07/05	12/31/08
797942	69 - Student Employment	09/07/05	12/31/08
797943	65 - SFS Pell Files - Wils to Zysk - 1-1-02 to 12-31-03	09/07/05	12/31/08

Container Number	Description	Add Date	Destroy Date
797944	19 - Schol Apps. - 1-1-02 to 12-31-03	09/07/05	12/31/08
797946	53 - SFS Pell Files - Ment to Lewl - 1-1-02 to 12-31-03	09/07/05	12/31/08
797948	25 - Student Financial Services - 1-1-02 to 12-31-03	09/07/05	12/31/08
797949	60 - SFS Pell Files - Rich to Saha	09/07/05	12/31/08
797950	58 - Pell Files - Pabl to Pogy - 1-1-02 to 12-31-03	09/07/05	12/31/08
797951	63 - Pell Files SFS - Teet to Varn - 1-1-02 to 12-31-03	09/07/05	12/31/08
797952	38 - Student Finanical Services - Maso to Owen - 1-1-02 to 12-31-03	09/07/05	12/31/08
797953	48 - Pell Files - Elha to Fraz	09/07/05	12/31/08
797954	43 - SFS Pell Files - Aren to Bela - 1-1-02 to 12-31-03	09/07/05	12/31/08
797955	59 - Pell Files - 1-1-02 to 12-31-03	09/07/05	12/31/08
797956	51 - Pell Files - Hart to Hunt - 1-1-02 to 12-31-03	09/07/05	12/31/08
797957	5 - Bogw Apps. - G to Me - 1-1-02 to 12-31-03	09/07/05	12/31/08
797958	11 - GPA Verif. Cal Grants - 1-1-02 to 12-31-03	09/07/05	12/31/08
797959	45 - SFS Pell Files - Cabu to Chou - 1-1-02 to 12-31-03	09/07/05	12/31/08
798167	Student Financial Services Moreno Valley Pell Files 02/03	09/08/05	12/31/08
797921	66 - 2000-2001 Hire Paperwork (District) - 7-1-99 to 6-30-00	09/07/05	12/31/08
797945	Misc. GPA Verification	09/07/05	12/31/08
C0100157540	Student Accounts Manual 2006 Refunds Credit Cards & Checks Request 2006 Credit Card Corrections 2006 Deferments	03/03/08	01/01/09
C0100157549	Student Acct. Automatic Refund 06 Sun - 06 Fal Dated thru 7-3-06 to 12-5-06 Refund Approvals for 2006 - 7-3-06 to 12-5-06	03/03/08	01/01/09

Container Number	Description	Add Date	Destroy Date
C0100157556	Student Acct: Sponsored Billing - 2006 Aged Balance Reports Misc. Filling + March - Dec 06 - 3-1-06 to 12-31-06	03/03/08	01/01/09
C0100157653	Automated Refunds, Summer/Fall 2005 - 1-1-05 to 12-31-05	03/03/08	01/01/09
C0100157672	Student Accounts - 1-1-06 to 3-31-06	03/03/08	01/01/09
C0100157674	Student Accounts - 1-1-06 to 3-31-06	03/03/08	01/01/09
C0100157684	Student Accounts - 1-1-06 to 3-31-06	03/03/08	01/01/09
674423	EOPS Files - G to K	12/23/03	01/30/09
674483	EOPS Files - Pi to Z	12/23/03	01/30/09
C0100153964	Norco Admiss and Rec Spring 2001, Add/Drop Cards - H-Z to Mc-O	05/16/08	01/31/09
C0100157587	1, Apps P-A, Add Drop A-G, RCC Norco Admiss Spring 2001 Add-Drop/Apps	03/03/08	01/31/09
C0100123255	HR 193 Human Resources Classified Recruitments 2081 to 2088	12/21/06	01/31/09
C0100157662	Student Accounts 2006 Spring Automated Refund Runs - 1-1-06 to 12-31-06	03/03/08	02/28/09
882117	Certified Recruitments HR 181 C-758 to C-767	02/08/06	02/28/09
882118	Certified Recruitments HR 182 C-768 to C-775	02/08/06	02/28/09
882119	Certified Recruitments HR 183 C-776 to C-783	02/08/06	02/28/09
C0100123270	HR 194 Human Resources Classified Recruitments 2089 to 2096	12/21/06	02/28/09
C0100157640	1 EOPS Fall 05 Student Files - A to L - 1-1-05 to 12-31-05	03/03/08	04/30/09
C0100123192	HR 184 Certificated Recruitments C-784 to C-786	12/21/06	05/19/09
C0100123245	HR 87 Certificated Recruitments C-795 to C-799	12/21/06	05/19/09
C0100123249	HR 92 Human Resources Classified Recruitments 2097 to 3011	12/21/06	05/31/09

Container Number	Description	Add Date	Destroy Date
C0100157656	2005 - Title V. A Ca. Renewal, Job Desc., ASRCC Requisitions, Bot Agenda, Minutes - 1-1-05 to 12-31-05	03/03/08	06/01/09
C0100123160	Students Accounts, Past Terms Balance Reports - School Years 03-04 - 1-1-98 to 12-31-99	12/21/06	06/30/09
C0100123156	Students Accounts, Past Term Balance Reports - 1-1-04 to 12-31-06	12/21/06	06/30/09
C0100156280	Bank Reconciliation & Bank Records - 1/1/1997 to 12/31/1999	06/23/08	06/30/09
797879	9 Accounting services Grants and Categorical Program Files	09/07/05	06/30/09
797907	Grants & Categorical Files FY 2002-2003	09/07/05	06/30/09
860688	Accounting Services Grants and Categorical Program Files SPP 140-241 - 1-1-02 to 12-31-03	12/05/05	06/30/09
797837	General Misc. Materials, Grant Contract Services Title III - 1-1-95 to 12-31-02	09/07/05	06/30/09
797870	Grant Contract Services	09/07/05	06/30/09
C0100123197	HR 95 Human Resources Classified Recruitments 3012 to 3022	12/21/06	06/30/09
797845	International Student Center	09/07/05	06/30/09
C0100123199	06 Occupational Education Work Experience Files Spring 2003	12/21/06	06/30/09
C0100123200	05 Occupational Educational Education Work Experience Files Fall 2003	12/21/06	06/30/09
C0100060117	Ca-Cd Misc to Dunn, Edwards - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060118	Dyna/Dynamid/Dynamix to Ea-Em Mis - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060119	En-Ez Misc to Gateway - 1-1-04 to 12-31-04	10/13/06	07/01/09
C0100060120	Gateway to Home Depot - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060121	Home Depot to I Initials - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060122	Ia-Im Misc to Ka-Kk Misc - 1-1-04 to 12-31-05	10/13/06	07/01/09

Container Number	Description	Add Date	Destroy Date
C0100060123	KI-Kz Misc to Mays, James - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060124	MBNA to Mu-Mc Misc	10/13/06	07/01/09
C0100060125	Md-Mn Misc to Om-Oz Misc	10/13/06	07/01/09
C0100060126	Pocesetter Graphic Serv to Pu-Pz - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060128	Riverside Misc to Siemens - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060129	Signa Aldrich to Sg-Si Travel - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060130	Sm-Sz Travel to 24 Hour Fitness -1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060131	T Intials to Verizon - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060132	Reliable Office Solutions to Reiss - 1-1-04 to 12-31-04	10/13/06	07/01/09
C0100060133	Office Depot to Office Depot - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060134	Barnes & Noble to Sparkletts - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060135	Va-Vg Misc to XYZ Misc Student Rep	10/13/06	07/01/09
C0100060136	V Initials to Wj-Wz Travel - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060137	AAA Portable Restroom to Americ - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060138	College Misc to Cn-Cz Misc - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060139	Best, Best & Krieger to Bs-Bz Misc	10/13/06	07/01/09
C0100060140	CA Community College to Communi	10/13/06	07/01/09
C0100060141	SBC to SBC - 1-1-04 to 12-31-05	10/13/06	07/01/09
C0100060142	Amtech Elevator to Ao-Az Misc - 1-1-04 to 12-31-05	10/13/06	07/01/09



Container Number	Description	Add Date	Destroy Date
914916	Accounting Services Records of Deposit - 1/1/2003 to 12/31/2004	04/14/06	07/01/09
C0100157651	Human Resources Classified Recruitments 3023 to 3032	03/03/08	07/01/09
C0100123166	10 Occupational Educational VTEA Files/Tech Prop, COD/Palo Verde Final Report - 01/01/03 to 12/31/04	12/21/06	07/01/09
668606	Accrual Summary & Reconciliation, Accounting Services - 7-1-99 to 6-30-02	04/07/04	07/30/09
C0100056705	Cash Count Sheets Nor., Mov, Riv., Dental Hygiene, Guidance Test Receipts, Health Charge Receipts, ISO Cash Count Sheets, Lost/Returned Library, Cash Bag Log Sheets, Metered Parking Cash Sheets, Bounced Check Notes - 1-1-05 to 12-31-06	10/12/07	07/31/09
C0100056706	ABS District Invoices Riverside Co. Fire-Z, Customer Solutions A-Z, District Insurance - 7-1-05 to 6-30-06	10/12/07	07/31/09
C0100056707	Library Receipts Mov, Nor, Riv, District & Food Service Receipts Mov, Nor, Riv Staff Parking, Balance Sheets - 1-1-05 to 12-31-06	10/12/07	07/31/09
C0100056709	ABS District Invoices - A to Riverside County - 7-1-06 to 6-30-06	10/12/07	07/31/09
C0100056710	ABS Cosmetology Cash Reconciliations Jan 06 - June 07, Norco Voice & Viewpoints 05-06, Student Refunds 04-05	10/12/07	07/31/09
C0100056711	ABS ASRCC Cash Receipts - 1-1-05 to 12-31-06	10/12/07	07/31/09
C0100056712	ASRCC Accounts Payable - P to Z - 1-1-05 to 12-31-06	10/12/07	07/31/09
C0100056713	ASRCC Accounts Payable - H to O - 1-1-05 to 12-31-06	10/12/07	07/31/09
C0100056714	ASRCC Accounts Payable - A to G - 1-1-05 to 12-31-06	10/12/07	07/31/09
C0100056715	ABS Food Services Receipts, Transfers, Inv. 05-06, Foundation Financials 01-03	10/12/07	07/31/09
C0100056719	Parking Citations - 7-1-09 to 11-30-05	10/12/07	07/31/09
C0100056722	Food Service Cash Count Sheets Riverside, Norco, Moreno Valley - 1-1-06 to 6-30-06	10/12/07	07/31/09
C0100056723	Parking Permit Reconciliations 03 Apr., 03 Sum, 03 Fal, 04 Apr., 04 Sum, 04 Fal, Transworld Collection Reports, Audit Reports 00-05, Collector Colleciton Report 93-98	10/12/07	07/31/09
C0100056724	Performance Riverside Credit Card Slips Voided Tickets - 1-1-05 to 12-31-06	10/12/07	07/31/09

Container Number	Description	Add Date	Destroy Date
C0100153935	ABS ASRCC Journal Entries - 1-1-00 to 12-31-06	05/16/08	07/31/09
C0100157536	ABS District & Food Services Receipts Fundraiser Forms - 7-1-05 to 6-30-06	03/03/08	07/31/09
C0100157548	ABS Community Education Cash & Bankcard Reconciliation - 1-1-06 to 8-31-06	03/03/08	07/31/09
C0100157565	ABS Bankcard Reconciliation - 7-1-05 to 6-30-06	03/03/08	07/31/09
C0100157566	Vault Cash Count 05-06, Guidance Tests Health Fees ISO ECS Parent Fees Library Receipts Brinks Books & Logs Athletics Reg Dental Hygeine	03/03/08	07/31/09
C0100160737	2 of 6 Job Tickets - 1-1-01 to 12-31-02	07/14/08	07/31/09
C0100160738	1 of 6 Job Tickets - 1-1-01 to 12-31-02	07/14/08	07/31/09
C0100160739	4 of 6 Job Tickets - 1-1-01 to 12-31-02	07/15/08	07/31/09
C0100160740	3 of 6 Job Tickets - 1-1-01 to 12-31-02	07/15/08	07/31/09
C0100160741	5 of 6 Job Tickets - 1-1-01 to 12-31-02	07/15/08	07/31/09
C0100160742	6 of 6 Job Tickets - 1-1-01 to 12-31-02	07/16/08	07/31/09

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-A-7-c

Date: September 21, 2010

Subject: Surplus Property

Background: 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.

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 that the 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.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	PRINCETON	MONITOR	714	4801322	024624
1	GATEWAY	CPU	E4200-400	13997521	013870
1	CTX	MONITOR	S701A	174500603	024460
1	DELL	CPU	GX110	00054390451	015449
1	GATEWAY	CPU	E3100	0008413066	010452
1	GATEWAY	CPU	E3200	0013187298	011612
1	GATEWAY	CPU	E4200	0013997544	013426
1	GATEWAY	CPU	E4200-700	0018726602	015255
1	GATEWAY	CPU	SELECT SB	0021886504	017360
1	GATEWAY	CPU	E4400-1GHZ	00218884585	017114
1	GATEWAY	CPU	E3400-933	0022996119	017908
1	GATEWAY	CPU	E3400-933	0022996120	017913
1	GATEWAY	CPU	E3400-933	0022996123	017904
1	GATEWAY	CPU	E3400-933	0022996124	017832
1	GATEWAY	CPU	E3400-933	0022996125	017898
1	GATEWAY	CPU	E3400-933	0022996127	017903
1	GATEWAY	CPU	E3400-933	0022996129	017831
1	GATEWAY	CPU	E3400-933	0022996130	017899
1	GATEWAY	CPU	E3400-933	0022996131	017894
1	GATEWAY	CPU	E3400-933	0022996133	017905
1	GATEWAY	CPU	E3400-933	0022996134	017826
1	GATEWAY	CPU	E3400-933	0022996135	017902
1	GATEWAY	CPU	E3400-933	0022996136	017910
1	GATEWAY	CPU	E3400-933	0022996137	017882
1	GATEWAY	CPU	E3400-933	0022996142	017907
1	GATEWAY	CPU	E3400-933	0022996143	017906
1	GATEWAY	CPU	E3400-933	0022996144	017901
1	GATEWAY	CPU	E3400-933	0022996145	017833
1	GATEWAY	CPU	E3400-933	0022996146	017889
1	GATEWAY	CPU	E3400-933	0022996147	017886
1	GATEWAY	CPU	E3400-933	0022996148	017912
1	GATEWAY	CPU	E3400-933	0022996150	017909
1	GATEWAY	CPU	E3400-933	0022996156	017888
1	GATEWAY	CPU	E3400-933	0022996159	017887
1	GATEWAY	CPU	E3400-933	0022996163	017827
1	GATEWAY	CPU	E3400-933	0022996169	017943
1	GATEWAY	CPU	E3400-933	0022996173	017883
1	GATEWAY	CPU	E3400-933	0022996175	017884
1	GATEWAY	CPU	E3400-933	0022996178	017822
1	GATEWAY	CPU	E3400-933	0022996179	017890
1	GATEWAY	CPU	E3400-933	0022996180	017829
1	GATEWAY	CPU	E3400-933	0022996181	017892
1	GATEWAY	CPU	E3400-933	0022996182	017881
1	GATEWAY	CPU	E3400-933	0022996183	017896
1	GATEWAY	CPU	E3400-933	0022996184	017900
1	GATEWAY	CPU	E3400-933	0022996185	017823
1	GATEWAY	CPU	E3400-933	0022996186	017828
1	GATEWAY	CPU	E3400-933	0022996189	017891
1	GATEWAY	CPU	E3400-933	0022996191	017824
1	GATEWAY	CPU	E3400-933	0022996192	017825
1	GATEWAY	CPU	E3400-933	0022996193	017897
1	GATEWAY	CPU	E3400-933	0022996194	017895

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E3400-933	0022996195	017821
1	GATEWAY	CPU	E3400-933	0022996196	017830
1	GATEWAY	CPU	E3400-933	0022996197	017879
1	GATEWAY	CPU	E3400-933	0022996198	017893
1	GATEWAY	CPU	E3400-933	0022996199	017880
1	GATEWAY	CPU	E3400-933	0022996203	017885
1	GATEWAY	CPU	P4	0023646135	020931
1	GATEWAY	CPU	E3400	0024424313	019198
1	GATEWAY	CPU	E3400-1000	0024433432	018467
1	GATEWAY	CPU	E4600-SE	0024628639	018312
1	GATEWAY	CPU	P4	0024874168	018445
1	GATEWAY	LAPTOP	SOLO 9500	0026635965	018931
1	GATEWAY	CPU	E4650	0027912161	019697
1	GATEWAY	CPU	E4650	0027912170	019693
1	GATEWAY	CPU	PROFILE	0029585686	021086
1	GATEWAY	CPU	E4000	0029728943	038210
1	GATEWAY	CPU	E4000	0029728951	023555
1	GATEWAY	CPU	E4000	0029728954	038211
1	GATEWAY	CPU	E4000	0029728957	023533
1	GATEWAY	CPU	E6100	0032297834	022719
1	GATEWAY	CPU	E6100	0032667215	022904
1	GATEWAY	CPU	E6100	0032667216	022896
1	GATEWAY	CPU	E6100	0032667217	023259
1	GATEWAY	CPU	E6100	0032667218	022918
1	GATEWAY	CPU	E6100	0032667219	022888
1	GATEWAY	CPU	E6100	0032667220	022884
1	GATEWAY	CPU	E6100	0032667221	022908
1	GATEWAY	CPU	E6100	0032667222	022909
1	GATEWAY	CPU	E6100	0032667223	022915
1	GATEWAY	CPU	E6100	0032667224	022921
1	GATEWAY	CPU	E6100	0032667225	022923
1	GATEWAY	CPU	E6100	0032667226	022919
1	GATEWAY	CPU	E6100	0032667227	022916
1	GATEWAY	CPU	E6100	0032667228	022887
1	GATEWAY	CPU	E6100	0032667229	022910
1	GATEWAY	CPU	E6100	0032667230	022920
1	GATEWAY	CPU	E6100	0032667231	022914
1	GATEWAY	CPU	E6100	0032667232	022917
1	GATEWAY	CPU	E6100	0032667233	022912
1	GATEWAY	CPU	E6100	0032667234	022913
1	GATEWAY	CPU	E6100	0032667235	022922
1	GATEWAY	CPU	E6100	0032667236	022892
1	GATEWAY	CPU	E6100	0032667237	022895
1	GATEWAY	CPU	E6100	0032667239	022893
1	GATEWAY	CPU	E6100	0032667241	022894
1	GATEWAY	CPU	E6100	0032667242	022897
1	GATEWAY	CPU	E6100	0032667243	022898
1	GATEWAY	CPU	E6100	0032667244	022890
1	GATEWAY	CPU	E6100	0032667245	022905
1	GATEWAY	CPU	E6100	0032667246	022886
1	GATEWAY	CPU	E6100	0032667247	022906
1	GATEWAY	CPU	E6100	0032667248	022903

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	E6100	0032667249	022899
1	GATEWAY	CPU	E6100	0032667251	022889
1	GATEWAY	CPU	E6100	0032667252	022902
1	GATEWAY	CPU	E6100	0032667253	022885
1	GATEWAY	CPU	E6100	0032667254	022907
1	GATEWAY	CPU	E6100	0032667255	022891
1	GATEWAY	CPU	E4100	0033046026	023374
1	GATEWAY	CPU	E4100	0033046027	023384
1	GATEWAY	CPU	E4100	0033046028	023361
1	GATEWAY	CPU	E4100	0033046029	023370
1	GATEWAY	CPU	E4100	0033046030	023386
1	GATEWAY	CPU	E4100	0033046031	023372
1	GATEWAY	CPU	E4100	0033046032	023373
1	GATEWAY	CPU	E4100	0033046033	023385
1	GATEWAY	CPU	E4100	0033046034	023375
1	GATEWAY	CPU	E4100	0033046035	023382
1	GATEWAY	CPU	E4100	0033046036	023387
1	GATEWAY	CPU	E4100	0033046037	023379
1	GATEWAY	CPU	E4100	0033046038	023367
1	GATEWAY	CPU	E4100	0033046039	023369
1	GATEWAY	CPU	E4100	0033046040	023381
1	GATEWAY	CPU	E4100	0033046041	023383
1	GATEWAY	CPU	E4100	0033046042	023359
1	GATEWAY	CPU	E4100	0033046043	023389
1	GATEWAY	CPU	E4100	0033046044	023371
1	GATEWAY	CPU	E4100	0033046045	023380
1	GATEWAY	CPU	E4100	0033046046	023362
1	GATEWAY	CPU	E4100	0033046047	023363
1	GATEWAY	CPU	E4100	0033046048	023368
1	GATEWAY	CPU	E4100	0033046049	023378
1	GATEWAY	CPU	E4100	0033046050	023360
1	GATEWAY	CPU	E4100	0033046051	023365
1	GATEWAY	CPU	E4100	0033046052	023376
1	GATEWAY	CPU	E4100	0033046053	023377
1	GATEWAY	CPU	E4100	0033046054	023366
1	GATEWAY	CPU	E4100	0033046055	023364
1	GATEWAY	CPU	E4100	0033054338	023392
1	GATEWAY	CPU	E4100	0033168434	022683
1	GATEWAY	CPU	E4100	0033193910	023718
1	GATEWAY	CPU	E4100	0033193911	023721
1	GATEWAY	CPU	E4100	0033193912	023719
1	GATEWAY	CPU	E4100	0033193913	023723
1	GATEWAY	CPU	E4100	0033193914	023736
1	GATEWAY	CPU	E4100	0033193915	023717
1	GATEWAY	CPU	E4100	0033193916	023722
1	GATEWAY	CPU	E4100	0033193917	023716
1	GATEWAY	CPU	E4100	0033193918	023720
1	GATEWAY	CPU	E4100	0033916867	023913
1	GATEWAY	CPU	E4100	0033916868	023910
1	GATEWAY	CPU	PROFILE 5MXC	0034381719	026012
1	GATEWAY	CPU	PROFILE 5MXC	0034381720	026010
1	GATEWAY	CPU	PROFILE 5MXC	0034381721	026011

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	LAPTOP	M320E	0034550545	026061
1	GATEWAY	CPU	PROFILE 5.5	0034795222	024586
1	GATEWAY	CPU	PROFILE 5.5	0034795223	024585
1	GATEWAY	CPU	PROFILE 5.5	0034795224	024583
1	GATEWAY	CPU	PROFILE 5.5	0034795225	024584
1	GATEWAY	CPU	PROFILE505SB	0034807418	024526
1	GATEWAY	CPU	PROFILE	0034851282	024772
1	GATEWAY	CPU	PROFILE	0034851283	024787
1	GATEWAY	CPU	PROFILE	0034851284	024788
1	GATEWAY	CPU	PROFILE	0034851285	024732
1	GATEWAY	CPU	PROFILE	0034851287	024749
1	GATEWAY	CPU	PROFILE	0034851288	024741
1	GATEWAY	CPU	PROFILE	0034851290	024731
1	GATEWAY	CPU	PROFILE	0034851291	024743
1	GATEWAY	CPU	PROFILE	0034851292	024782
1	GATEWAY	CPU	PROFILE	0034851293	024766
1	GATEWAY	CPU	PROFILE	0034851294	024750
1	GATEWAY	CPU	PROFILE	0034851295	024752
1	GATEWAY	CPU	PROFILE	0034851296	024754
1	GATEWAY	CPU	PROFILE	0034851297	024786
1	GATEWAY	CPU	PROFILE	0034851297	024785
1	GATEWAY	CPU	PROFILE	0034851298	024784
1	GATEWAY	CPU	PROFILE	0034851299	024783
1	GATEWAY	CPU	PROFILE	0034851300	024757
1	GATEWAY	CPU	PROFILE	0034851301	024789
1	GATEWAY	CPU	PROFILE	0034851302	024777
1	GATEWAY	CPU	PROFILE	0034851303	024745
1	GATEWAY	CPU	PROFILE	0034851304	024764
1	GATEWAY	CPU	PROFILE	0034851305	024780
1	GATEWAY	CPU	PROFILE	0034851306	024768
1	GATEWAY	CPU	PROFILE	0034851307	024778
1	GATEWAY	CPU	PROFILE	0034851308	024756
1	GATEWAY	CPU	PROFILE	0034851309	024747
1	GATEWAY	CPU	PROFILE	0034851310	024739
1	GATEWAY	CPU	PROFILE	0034851311	024746
1	GATEWAY	CPU	PROFILE	0034851312	024740
1	GATEWAY	CPU	PROFILE	0034851313	024776
1	GATEWAY	CPU	PROFILE	0034851314	024774
1	GATEWAY	CPU	PROFILE	0034851315	024761
1	GATEWAY	CPU	PROFILE	0034851317	024729
1	GATEWAY	CPU	PROFILE	0034851318	024771
1	GATEWAY	CPU	PROFILE	0034851318	024763
1	GATEWAY	CPU	PROFILE	0034851319	024734
1	GATEWAY	CPU	PROFILE	0034851320	024755
1	GATEWAY	CPU	PROFILE	0034851321	024769
1	GATEWAY	CPU	PROFILE	0034851322	024753
1	GATEWAY	CPU	PROFILE	0034851323	024770
1	GATEWAY	CPU	PROFILE	0034851325	024765
1	GATEWAY	CPU	PROFILE	0034851326	024781
1	GATEWAY	CPU	PROFILE	0034851327	024767
1	GATEWAY	CPU	PROFILE	0034851328	024751
1	GATEWAY	CPU	PROFILE	0034851329	024735

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	CPU	PROFILE	0034851331	024759
1	GATEWAY	CPU	PROFILE	0034851332	024733
1	GATEWAY	CPU	PROFILE	0034851333	024738
1	GATEWAY	CPU	PROFILE	0034851334	024748
1	GATEWAY	CPU	PROFILE	0034851336	024773
1	GATEWAY	CPU	PROFILE	0034851337	024760
1	GATEWAY	CPU	PROFILE	0034851339	024744
1	GATEWAY	CPU	PROFILE	0034851340	024779
1	GATEWAY	CPU	PROFILE	0034851342	024775
1	GATEWAY	CPU	PROFILE 5.5	0036437975	025468
1	SHARP	PRINTER	SF2414	0088913245	012447
1	GATEWAY	CPU	E4200	13997460	013391
1	GATEWAY	MONITOR	EV700	17004A160506	011120
1	GATEWAY	MONITOR	700069EV	17004A716621	012345
1	DELL	CPU	DIMENSION 4400	1TSMG11	019386
1	DELL	CPU	DIMENSION 4400	1XSMG11	019396
1	GATEWAY	CPU	E3400	20074200	020409
1	NEC	MONITOR	1850E	205012800	019421
1	NEC	MONITOR	1850E	205012801	019430
1	NEC	MONITOR	1850E	205012803	019422
1	NEC	MONITOR	1850E	205012804	019420
1	NEC	MONITOR	1850E	205012808	019429
1	NEC	MONITOR	1850E	205013278	019410
1	NEC	MONITOR	1850E	205013284	019409
1	NEC	MONITOR	1850E	205013341	019425
1	NEC	MONITOR	1850E	205013952	019432
1	NEC	MONITOR	1850E	205014056	019418
1	NEC	MONITOR	1850E	205014058	019407
1	NEC	MONITOR	1850E	205014073	019423
1	NEC	MONITOR	1850E	205014075	019426
1	NEC	MONITOR	1850E	205014076	019427
1	NEC	MONITOR	1850E	205014079	019424
1	NEC	MONITOR	1850E	205014080	019414
1	NEC	MONITOR	1850E	205014081	019411
1	NEC	MONITOR	1850E	205014082	019413
1	NEC	MONITOR	1850E	205014083	019412
1	NEC	MONITOR	1850E	205014084	019417
1	NEC	MONITOR	1850E	205014247	019416
1	NEC	MONITOR	1850E	205014265	019408
1	NEC	MONITOR	1850E	205017246	019415
1	VIEWSONIC	MONITOR	E96	3670400622	026402
1	VIEWSONIC	MONITOR	E92	367040900526	026381
1	VIEWSONIC	MONITOR	E93	367040900547	026382
1	VIEWSONIC	MONITOR	E90	367040900631	026379
1	VIEWSONIC	MONITOR	E97	367040900638	026404
1	VIEWSONIC	MONITOR	E91	36704090620	026380
1	VIEWSONIC	MONITOR	E95	367042300227	026385
1	VIEWSONIC	MONITOR	E94	367042300235	026383
1	VIEWSONIC	MONITOR	E98	367042300256	026412
1	DELL	CPU	DIMENSION 4400	3ZSMG11	019379
1	DELL	CPU	DIMENSION 4400	40TMG11	019375
1	ELEMENTS	MONITOR	PLANO 15C	42900205le09	032503



QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	DELL	CPU	DIMENSION 4400	4SSMG11	019393
1	DELL	CPU	DIMENSION 4400	4ZSMG11	019382
1	DELL	CPU	DIMENSION 4400	5RSMG11	019404
1	DELL	CPU	DIMENSION 4400	5WSMG11	019385
1	DELL	CPU	DIMENSION 4400	5XSMG11	019397
1	DELL	CPU	DIMENSION 4400	6TSMG11	019394
1	DELL	CPU	DHM	76S8761	039863
1	DELL	CPU	DIMENSION 4400	7SSMG11	019401
1	DELL	CPU	DIMENSION 4400	7ZSMG11	019398
1	DELL	CPU	DIMENSION 4400	80TMG11	019374
1	GATEWAY	MONITOR	CPD-15F23	8440875	008275
1	DELL	CPU	DIMENSION 4400	8XSMG11	019378
1	GATEWAY	MONITOR	VG181	A05020910349	019313
1	VIEWSONIC	MONITOR	VE170	A09020901913	019091
1	VIEWSONIC	MONITOR	VE170	A09020901923	019094
1	DELL	CPU	DIMENSION 4400	BOSMG11	019388
1	SAMSUNG	MONITOR	214T	BR21HCHL200084	031834
1	DELL	CPU	DIMENSION 4400	BRSMG11	019400
1	HP	PRINTER	LJ4	CN876GH1290	006723
1	HP	PRINTER	1300N	CNBB033255	021431
1	HP	PRINTER	1300N	CNCB159241	021346
1	HP	PRINTER	LJ5M	CNGH1545JK66	009112
1	HP	PRINTER	LJ4	CNH15456H63	006927
1	DELL	CPU	DIMENSION 4400	CWSMG11	019384
1	DELL	CPU	DIMENSION 4400	CZSMG11	019389
1	EPSON	PRINTER	PRO10000	DNQ0000709	038278
1	DELL	CPU	DIMENSION 4400	DSSMG11	019395
1	GATEWAY	MONITOR	EV500	DU15038A72559	019205
1	GATEWAY	MONITOR	EV700	DU17046A0006493	018315
1	DELL	CPU	DIMENSION 4400	FOTMG11	019381
1	DELL	CPU	DIMENSION 4400	FRSMG11	019380
1	DELL	CPU	DIMENSION 4400	FXSMG11	019399
1	VIEWSONIC	MONITOR	VPA150	GL95010588	016829
1	DELL	CPU	DIMENSION 4400	GOSMG11	019402
1	DELL	CPU	DIMENSION 4400	GSSMG11	019387
1	DELL	CPU	DIMENSION 4400	GWSMG11	019377
1	DELL	CPU	XPS B800	GY11701	016062
1	DELL	CPU	DIMENSION 4400	GYSMG11	019405
1	DELL	CPU	DIMENSION 4400	GZSMG11	019376
1	HP	PRINTER	LJ5SI	HL52K31947	013973
1	HP	PRINTER	LJ4	JPBF082229	006788
1	HP	PRINTER	CLJ4500N	JPDLR102132	013158
1	HP	PRINTER	C4266A	JPDLR78690	031548
1	DELL	CPU	DIMENSION 4400	JRSMG11	019403
1	DELL	CPU	DIMENSION 4400	JVSMG11	019383
1	DELL	CPU	DIMENSION 4400	JYSMG11	019390
1	DELL	CPU	DIMENSION 4400	JZSMG11	019392
1	XEROX	PRINTER	WCXD100	KLX0125483	023596
1	DELL	MONITOR	1702FP	KR08G15247602194A8B4	018265
1	GATEWAY	MONITOR	FPD-1570	KUL5033D0017341	018704
1	GATEWAY	MONITOR	FPD1570	KUL5033D0019279	037856
1	GATEWAY	MONITOR	FPD1570	KUL5033D00746	016866

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD1570	KUL5033D00753	016876
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02562	017917
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02563	017931
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02600	017921
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02601	017919
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02602	017855
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02603	017926
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02604	017852
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02605	017499
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02606	017496
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02607	017498
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02608	017856
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02609	017838
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02610	017916
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02611	017494
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02613	017839
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02614	017920
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02615	017841
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02616	017493
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02617	017927
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02619	017837
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02620	017918
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02621	017834
1	GATEWAY	MONITOR	FPD-1570	KUL5033D02621	017835
1	GATEWAY	MONITOR	FPD-1570	KUL5033D03029	018858
1	GATEWAY	MONITOR	FPD1570	KUL5033D06875	017704
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08231	017923
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08232	017925
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08233	017851
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08234	018867
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08236	017915
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08237	018854
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08239	018861
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08240	017849
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08242	017854
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08243	017846
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08244	017857
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08245	017843
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08246	017845
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08247	017928
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08248	017929
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08249	017942
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08250	017836
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08251	017930
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08252	017840
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08253	017847
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08254	017497
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08255	017495
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08316	017853
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08322	017848
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08323	017492
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08324	017842

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08325	017922
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08326	017844
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08327	017924
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08956	018717
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08957	018709
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08960	018702
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08968	018860
1	GATEWAY	MONITOR	FPD-1570	KUL5033D08977	018863
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09005	018714
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09006	018716
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09007	018701
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09008	018715
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09009	018703
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09010	018868
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09011	018705
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09012	018700
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09013	018711
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09014	018708
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09015	018718
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09016	018713
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09017	018853
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09018	018706
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09019	018869
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09020	018707
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09021	018710
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09023	018719
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09024	018712
1	GATEWAY	MONITOR	FPD-1570	KUL5033D09027	018866
1	XEROX	PRINTER	1235N	LHK201416	018741
1	GATEWAY	MONITOR	FPD1520	LIC15289334	018743
1	GATEWAY	MONITOR	FPD1530	LIC30279547	020260
1	GATEWAY	MONITOR	FPD1565	MSK6550v02475	034887
1	GATEWAY	MONITOR	FPD1530	MUL5022C0046134	023260
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047309	022960
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047311	022961
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047312	022962
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047313	022940
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047314	022963
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047316	022941
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047319	022954
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047323	022929
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047325	022935
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047326	022937
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047327	022938
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047328	022939
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047329	022946
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047335	022934
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047335	022933
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047336	022931
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047339	022945
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047341	022948
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047342	022947

QUANTITY	BRAND	DESCRIPTION	MODEL #	SERIAL #	ASSET TAG #
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047343	022951
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047345	022925
1	GATEWAY	MONITOR	FPD1530	MUL5022C0047347	022928
1	GATEWAY	MONITOR	FPD1530	MUL5022C004866	022924
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097039	023725
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097040	023727
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097041	023730
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097042	023731
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097043	023724
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097049	023728
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097050	023729
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097051	023732
1	GATEWAY	MONITOR	FPD1530	MUL5022C0097053	023726
1	DELL	MONITOR	1701FP	MX006HRM4760518KA7LS	018199
1	BRETFORD	IBOOK CLASSROOM C	16 BAY	N/A	018562
1	BRETFORD	MOBILE WIRELESS LA	32 UNIT	N/A	021430
1	OPTIQUEST	MONITOR	VS11201	Q5W070163366	033275
1	OPTIQUEST	MONITOR	VS11201	Q5W070163370	033273
1	OPTIQUEST	MONITOR	VS11201	Q5W070163456	033274
1	GATEWAY	MONITOR	FPD1530	QS5333900442	023252
1	GATEWAY	MONITOR	FPD1730	QS7330100091	021051
1	APPLE	MONITOR	20	T15220381XY	007703
1	GATEWAY	MONITOR	FPD1730	TL819A415027745	021349
1	DELL	MONITOR	1501	TW-0532OU-47800-014-LO6U	014630
1	MACINTOSH	LAPTOP	IBOOK	UV3221SJPET	021425
1	MACINTOSH	LAPTOP	IBOOK	UV3221U4PET	021421
1	MACINTOSH	LAPTOP	IBOOK	UV3221UBPET	021412
1	MACINTOSH	LAPTOP	IBOOK	UV3221UJPET	021417
1	MACINTOSH	LAPTOP	IBOOK	UV3221ULPET	021415
1	MACINTOSH	LAPTOP	IBOOK	UV3221UNPET	021419
1	MACINTOSH	LAPTOP	IBOOK	UV3221UQPET	021426
1	MACINTOSH	LAPTOP	IBOOK	UV3221UQPET	021427
1	MACINTOSH	LAPTOP	IBOOK	UV3221USPET	021418
1	MACINTOSH	LAPTOP	IBOOK	UV3221UTPET	021411
1	MACINTOSH	LAPTOP	IBOOK	UV3222BVPET	021428
1	MACINTOSH	LAPTOP	IBOOK	UV3222SPPET	021413
1	MACINTOSH	LAPTOP	IBOOK	UV3222SUPET	021414
1	MACINTOSH	LAPTOP	IBOOK	UV3223A7PET	021424
1	MACINTOSH	LAPTOP	IBOOK	UV3223D6PET	021422
1	MACINTOSH	LAPTOP	IBOOK	UV3223DDPET	021410
1	MACINTOSH	LAPTOP	IBOOK	UV3223QVPET	021416
1	MACINTOSH	LAPTOP	IBOOK	UV3223RUPET	021420
1	MACINTOSH	LAPTOP	IBOOK	UV3223RVPET	021429
1	MACINTOSH	LAPTOP	IBOOK	UV322SRPET	021423
1	MACINTOSH	CPU	G4	XB1170QTKXS	017415
1	CANON	COPIER - DIGITAL	3300	XDZ24887	018808
1	MACINTOSH	CPU	G4	ZB0391UKJNX	016480

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ADMINISTRATION AND FINANCE

Report No.: V-B-1

Date: September 21, 2010

Subject: CCFS-311Q – Quarterly Financial Status Report for the Quarter Ended  
June 30, 2010

Background: Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares Form CCFS-311Q – Quarterly Financial Status Report each fiscal quarter for submission to the Chancellor’s Office. The CCFS-311Q compares actual information for the prior three fiscal years to projected information for the current fiscal year. The Revenue, Expenditure and Fund Balance are the Unrestricted Funds of the General Fund. However the Cash Balance reflects both Unrestricted and Restricted Funds.

The General Fund consists of the following:

Fund 11 – Unrestricted

Resource 1000 – General Unrestricted

Resource 1080 – Community Education

Resource 1090 – Performance Riverside

Resource 1110 – Bookstore (Contractor Operated)

Resource 1170 – Customized Solutions

Fund 12 – Restricted

Resource 1050 – Parking

Resource 1070 – Student Health

Resource 1180 – Redevelopment Pass-Through

Resource 1190 – Grants and Categorical Programs

Information Only.

Gregory W. Gray  
Chancellor

Prepared by: Bill J. Bogle, Jr.  
Controller

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA**

District: (960) RIVERSIDE

**CHANGE THE PERIOD**

Fiscal Year: 2009-2010

Quarter Ended: (Q4) Jun 30, 2010

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name:

James L. Buysse

CBO Phone:

951-222-8047

CBO Signature:

Date Signed:


  
9/13/10

Chief Executive Officer Name:

Gregory W. Gray

CEO Signature:

Date Signed:

  
9/17/10

Electronic Cert Date:

09/10/2010

District Contact Person

Name: Bill J. Bogle, Jr.

Title: Controller

Telephone: 951-222-8041

Fax: 951-222-8021

E-Mail: Bill.Bogle@rcc.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [atalig@cccco.edu](mailto:atalig@cccco.edu) or Glen Campora (916)323-6899 [gcampora@cccco.edu](mailto:gcampora@cccco.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

CHANGE THE PERIOD

Fiscal Year: 2009-2010  
Quarter Ended: (Q4) Jun 30, 2010

District: (960) RIVERSIDE

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	136,328,169	140,056,553	142,429,004	141,019,430
A.2	Other Financing Sources (Object 8900)	-965,504	-930,061	-814,021	-2,610,590
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	135,362,665	139,126,492	141,614,983	138,408,840
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	128,975,161	137,207,962	145,870,223	139,960,567
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	976,930	1,166,930	1,291,930	1,152,570
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	129,952,091	138,374,892	147,162,153	141,113,137
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	5,410,574	751,600	-5,547,170	-2,704,297
D.	<b>Fund Balance, Beginning</b>	12,638,845	18,049,419	18,801,019	13,172,981
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	12,638,845	18,049,419	18,801,019	13,172,981
E.	<b>Fund Balance, Ending (C. + D.2)</b>	18,049,419	18,801,019	13,253,849	10,468,684
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	13.9%	13.6%	9%	7.4%
<b>II. Annualized Attendance FTES:</b>					
G.1	<b>Annualized FTES (excluding apprentice and non-resident)</b>	23,967	27,526	31,111	31,185
<b>III. Total General Fund Cash Balance (Unrestricted and Restricted)</b>					
		As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010

H.1	Cash, excluding borrowed funds		22,443,900	9,764,402	251,184
H.2	Cash, borrowed funds only		0	0	10,997,212
H.3	Total Cash (H.1 + H.2)	19,788,197	22,443,900	9,764,402	11,248,396

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	141,212,568	141,262,568	141,019,430	99.8%
I.2	Other Financing Sources (Object 8900)	-2,808,102	-2,808,102	-2,610,590	93%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>138,404,466</b>	<b>138,454,466</b>	<b>138,408,840</b>	<b>100%</b>
<b>Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	142,772,460	142,741,592	139,960,567	98.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,152,570	1,152,570	1,152,570	100%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>143,925,030</b>	<b>143,894,162</b>	<b>141,113,137</b>	<b>98.1%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>-5,520,564</b>	<b>-5,439,696</b>	<b>-2,704,297</b>	
L	Adjusted Fund Balance, Beginning	13,172,981	13,172,981	13,172,981	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>7,652,417</b>	<b>7,733,285</b>	<b>10,468,684</b>	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.3%	5.4%		

V. Has the district settled any employee contracts during this quarter? **YES**

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>						
Year 1:						
Year 2:						



	Year 3:						
<b>b. BENEFITS:</b>							
Year 1:							
Year 2:							
Year 3:							

\* As specified in Collective Bargaining Agreement or other Employment Contract

**c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.**

Two year, zero cost, contract extension with CTA for next two fiscal years, FY 2010-2011 and 2011-2012.

**VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?** **YES**

**If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)**

The State's deferral of January through June apportionment funding until July caused cash flow difficulties. The District has been forced to seek emergency cash flow alternatives such as internal borrowing, and Mid-Year Tax and Revenue Anticipation Notes (TRAN).

**VII. Does the district have significant fiscal problems that must be addressed?**

**This year? YES**  
**Next year? YES**

**If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)**

FY 2009-2010  
State budget cuts in FY 08-09 and FY 09-10 left the District with a \$16.5 million budget shortfall. As a result, the District was forced to make significant cuts in section offerings, decrease discretionary expenses, and enact a hiring freeze.

The State's action of deferring apportionment funding caused the District to experience cash flow shortages. The District was forced to secure alternate financing and implement internal borrowing measures to mitigate the impact of expected cash deficits.

FY 2010-2011

It is unknown whether growth funding proposed by the Governor in his May 2010 revised budget proposal will materialize. If not, the District must contend with increasing costs associated with surging enrollment. In addition, with no COLA projected for the second year in a row and increasing costs associated with Step and Column movement; health and welfare benefits; and PERS, the District will be exploring budget strategies to address an expected future budget shortfall.

It is expected that the State will continue to defer apportionment funding on par with prior fiscal years and along with the State's budget delay. The District will be forced to secure external financing and implement internal borrowing measures to mitigate the impact of cash deficits as a result of the apportionment deferrals.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GENERAL FUND REVENUE AND EXPENDITURE REPORT  
FOR THE PERIOD ENDED JUNE 30, 2010**

**Cash Position - Unrestricted and Restricted**

	YTD Activity
Beginning Cash, July 1, 2009	\$ 10,396,470
Net Change in Accounts Receivables	(4,278,073)
Net Change in Accounts Payables	5,766,529
Revenue and Other Financial Sources	168,125,207
Expenditures and Other Outgo	(168,761,736)
Ending Cash, June 30, 2010	\$ 11,248,396

**Budget and Actual Activity - Unrestricted**

	Adopted Budget	Revised Budget	YTD Activity
<b>Revenues</b>			
Federal	\$ 652,199	\$ 662,199	\$ 672,104
State	96,764,515	96,764,515	97,791,693
Local	43,795,854	43,835,854	42,555,633
Total Revenues	141,212,568	141,262,568	141,019,430
<b>Other Financing Sources</b>	(2,808,102)	(2,808,102)	(2,610,590)
<b>Total Revenues</b>	138,404,466	138,454,466	138,408,840
<b>Expenditures</b>			
Academic Salaries	\$ 65,201,780	\$ 65,039,109	\$ 65,651,059
Classified Salaries	32,451,494	32,252,207	31,752,728
Employee Benefits	27,090,060	27,138,295	26,842,300
Materials & Supplies	2,503,978	2,632,540	1,888,202
Services	14,702,218	14,465,401	12,854,051
Capital Outlay	822,930	1,214,040	972,227
Total Expenditures	142,772,460	142,741,592	139,960,567
<b>Other Outgo - Objects</b>	1,152,570	1,152,570	1,152,570
<b>Total Expenditures and Other Outgo</b>	143,925,030	143,894,162	141,113,137
<b>Revenues Over (Under)</b>			
<b>Expenditures</b>	(5,520,564)	(5,439,696)	(2,704,297)
<b>Beginning Fund Balances</b>	\$ 13,253,849	13,172,981	\$ 13,172,981
<b>Ending Fund Balances</b>	\$ 7,733,285	\$ 7,733,285	\$ 10,468,684
<b>Contingency</b>			
Unrestricted	\$ 6,833,285	\$ 6,833,285	\$ 9,568,684
<b>Reserve</b>	900,000	900,000	900,000
<b>Total Contingency/Reserve</b>	\$ 7,733,285	\$ 7,733,285	\$ 10,468,684

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-1

Date: September 21, 2010

Subject: ADA Transition Plan and ADA Implementation - Phase I

Background: On February 24, 2009, the Board of Trustees approved an agreement with PSOMAS to provide design and engineering services in the amount of \$481,780 using District Measure C funds to develop a District-wide ADA Transition Plan. PSOMAS conducted accessibility surveys and prepared a District-wide Americans with Disabilities Act (ADA) Transition Plan for the three colleges and District support facilities as required by the Federal government in order to be compliant with Title II of the Americans with Disabilities Act Title 24; 2007 California Building Code, Chapter 11; and the Division of the State Architect (DSA) Access Compliance Reference Manual.

On January 26, 2010, the Board of Trustees approved an amendment in the amount of \$75,000 with PSOMAS to provide Accessibility Master Planning services in support of the District's Phasing and Implementation Plan for college accessibility. These services facilitated the prioritization of the barrier removal projects on all our facilities in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG). The PSOMAS agreement plus amendment totals \$556,780.

PSOMAS has now completed the ADA Transition Plan and the Accessibility Master Planning for the three colleges and District support facilities. PSOMAS has projected a comprehensive project estimate of \$39,594,553 to renovate the District facilities to achieve ADA compliance. Based on those projections and the District construction master plan, Staff has developed a 5-year Transition Plan implementation schedule to address the compliance issues in priority order based on Department of Justice and identified severity priorities. The ADA Transition Plan, including implementation schedule, is being presented to the Board for review and consideration, and is available for public review at RCCD's System Offices.

Staff now requests approval of a budget not to exceed \$6,360,000 using District Measure C funds (Resource 4160) for the ADA Transition Plan Implementation (Phase I) project to address the first priority issues identified in the presentation (Exhibit I).

Staff also recommends that the ADA Transition Plan Implementation (Phase I) project for the Riverside Community College District be delivered using Construction Management Multiple Prime (CMMP) contracting. Staff recommends Tilden-Coil Constructors, Inc., a District pre-approved, minority owned, construction management firm, provide construction management services for the ADA Transition Plan Implementation (Phase I). Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring compliance with bid drawings and specifications, code and labor compliance, and DSA requirements.

The total fixed fee for the construction management services is identified as follows:

Basic Compensation Fee - \$333,879  
General Conditions Costs - \$594,607  
Total Fee - \$928,486

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-1

Date: September 21, 2010

Subject: ADA Transition Plan and ADA Implementation - Phase I (continued)

Additionally, staff requests approval of an agreement with PSOMAS in an amount not to exceed \$324,578.20, including reimbursable expenses. PSOMAS services include engineering and architectural services for the ADA Transition Plan Implementation (Phase I) project at the Riverside Community College District. The services shall facilitate the District's goal to prioritize, fund and implement barrier removal projects on its colleges in accordance with the District's ADA Transition Plan and DSA Access Compliance Reference Manual. Services under this agreement include contract administration; oversight of bid preparation; ensuring compliance with bid drawings and specifications; as well as code and DSA requirements.

The agreements with Tilden Coil Constructors, Inc. and PSOMAS are attached for the Board's review and consideration. The agreements would be funded by the approved ADA Transition Plan Implementation (Phase I) project budget, District Measure C Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the presented ADA Transition Plan; approve using Construction Management Multiple Prime contracting for the ADA Transition Plan Implementation (Phase I) project; approve the ADA Transition Plan Implementation (Phase I) project in an amount not to exceed \$6,360,000 using District Measure C funds; approve the agreement with Tilden-Coil Constructors, Inc. for construction management multiple prime services in an amount not to exceed \$928,486; approve the agreement with PSOMAS for engineering and architectural services in an amount not to exceed \$324,578.20; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements and future amendments.

Gregory W. Gray  
Chancellor

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

Paula McCroskey, District Dean  
Disabled Student Programs and Services

Chani Beeman, Director, Diversity, Equity & Compliance  
Diversity and Human Resources

Calvin Belcher, Project Manager  
Facilities Planning, Design and Construction



**ADA Transition Plan Update &  
Phase I Implementation  
Proposal**

**Riverside Community College District**



September 2010

**PSOMAS**



# Accessibility Regulations

- **Americans with Disabilities Act of 1990**
  - **ADA Title II, Subtitle A (Publicly Funded State and Local Government Services)** – All Programs, activities & services provided or operated by or for public entities.
- **California Building Standards Codes (Title 24)**
- **Unruh Act (1968)** – Updated in 1993 to make a violation of the ADA, a violation of California civil rights law
- **California Assembly Bill (AB) 2222** – broadens Federal ADA's definition of physical and mental disability

*“No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity.”*

*-- Federal ADA Title II Regulation 28 CFR 35.130(a)*



# District Compliance History

- The District last approved a transition plan in 1997:
  - Identified approximately 200 barriers
  - Noted presence of Disabled Student Programs & Services
  - Assured regular review of facilities for barrier removal and scrutiny of capital project plans
- Changing laws and codes
- Extensive construction
- Renewed commitment



# Federal ADA Title II Regulation

28

## CFR 35.150(d)(3)

- “(3) The plan shall, at a minimum --*
- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;*
  - (ii) Describe in detail the methods that will be used to make the facilities accessible;*
  - (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period;*  
*and*
  - (iv) Indicate the official responsible for implementation of the plan.”*







# Federal ADA Title II Regulation

## 28 CFR 35.150(d)(3)

- “(3) The plan shall, at a minimum --*
- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;*
  - (ii) Describe in detail the methods that will be used to make the facilities accessible;*
  - (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and*
  - (iv) Indicate the official responsible for implementation of the plan.”*



# A.D.A. Title II: Compliance

## 6 Step Process

- ✓ Designate a Responsible Employee -- Updated March 26, 2007 : Chani Beeman designated ADA Coordinator
- ✓ Establish a Grievance Procedure – Updated March 2008: Administrative Procedure 3435: *Handling Complaints of Unlawful Discrimination, Harassment or Retaliation*
- ✓ Provide Notice of ADA Requirements – Completed: Public meetings May 4-7, 2009
- ✓ Conduct a Self Evaluation – Completed: PSOMAS/BOA Survey results submitted to committee November 2009
- **Update ADA Transition Plan – September 2010**
  - ✓ Survey 1.2 Million sq. ft. of facilities – five sites
  - ✓ Public Outreach for input to plan development
  - ✓ Develop and Prioritize Database of compliance “Keynotes”
  - ✓ Develop maintenance and construction schedule
  - ✓ Identify proposed implementation options and timeline
- **Approve ADA Transition Plan Implementation Phase I – September 2010**



# Federal Department of Justice Priorities - 28 CFR 36.304(c)

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- Priority 1 – Access into Facilities
  - 28 CFR 36.304(c)(1)
- Priority 2 – Access within Program Areas
  - 28 CFR 36.304(c)(2)
- Priority 3 – Restroom Facilities
  - 28 CFR 36.304(c)(3)

# Severity of Barriers

Severity - Classification by consultant accessibility specialists, PSOMAS/BOA, of identified items to facilitate planning and prioritization of barrier removals.

- Safety Hazard (A)
- Severe or Complete Barrier to Access (B)
- Partial Barrier to Access (C)
- Minor Code Deviation (D)
- Non-Mandated Access Improvements (E) – includes items identified under draft Federal criteria (as of 2009) to be adopted into law in upcoming code cycles





# Phase I Proposal

BOA PSOMAS



BOA Architecture / Government Services

\_ALL ADA Assessment

Comparison Table: Use/Severity/Location Type

Campus: \_ALL Facility ID # \_ALL



Author: Nguyen, A

Reporting: 12454 of 23165 Rcds

Campus: \_ALL

Facility: \_ALL

Projects Cost Factor

- \_AB+AllRow3
- 1.49
- \_AC 1.2
- \_Elevators 1.2
- \_Procu 0.86
- \_Signs 1.2
- MnO 0.92
- Future 1.54
- Projects

SEVERITY of Barrier.	Severity					Non-Minorized
	A	B	C	D	E	
A Safety Hazard	1268	2236	7134	1636	180	
B Severe or Complete Barrier	\$913,924	\$2,679,323	\$16,161,271	\$503,906	\$357,518	
C Partial Barrier to Access	336	634	2037	56	17	
D Minor Code Deviation	\$364,859	\$725,346	\$7,991,219	\$56,980	\$61,785	
E Non-Mandated Access Imprv	649	1161	3438	1129	128	
	\$388,357	\$1,582,774	\$5,615,431	\$333,328	\$241,434	
	204	205	1135	35	30	
	\$122,600	\$107,487	\$2,127,496	\$7,800	\$45,445	
	76	211	439	357	1	
	\$37,748	\$221,285	\$303,894	\$105,413	\$0	
	0	0	0	0	0	
	\$0	\$0	\$0	\$0	\$0	
	3	25	85	59	4	
	\$360	\$42,431	\$123,231	\$385	\$8,855	
	176					
	\$175,262					

Dept. of Justice Location Type

Option C (Phase 1 funded in 2010)

Phase 1 4,704 \$5,773,988

Phase 1 & Future Phases C1, C2, C6 TBD \$526,012

Future Projects 7750 \$14,842,081

Total Count / Cost 12,454 \$20,615,942



# Phase I Proposal

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- 23,165 = Total identified ADA deficiencies by PSOMAS/BOA survey
- 10,711 = Number of ADA deficiencies addressed by other Measure C construction projects
- 4,704 = Number of ADA deficiencies to be addressed by tonight's Phase I proposal
- 7,750 = Total remaining ADA deficiencies to be addressed by future local bond or district general funds





Construction Management – Multiple Prime  
Public Works Agreement

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

And

**TILDEN-COIL CONSTRUCTORS, INC.**

**Construction Management Services**

**ADA Transition Plan Implementation – Phase I  
(District-wide Project)**

CONSTRUCTION MANAGEMENT SERVICES  
(ADA Transition Plan Implementation – Phase I)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 22<sup>nd</sup> day of September, 2010 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the district-wide ADA Transition Plan Implementation – Phase I project for the Riverside Community College District located in the cities of Moreno Valley, Norco and Riverside, California (the “Project”).

ARTICLE 1  
CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following:

Jason Howarth, LEED AP

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

1.1 DESIGN PHASE.

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the District’s schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project’s rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.



1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate Bids in construction documents to adjust the construction costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction

Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

A fixed limit has been established to the project budget under Paragraph 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work (“Contracts”). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District’s assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District’s property prior to the construction phase for the Project.

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

## 1.2 PLAN CHECK AND BIDDING PHASE.

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
  - (i) Performance bond at 100% of the contract amount.
  - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the

bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the

schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

### 1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the

Contract Documents and this Agreement and within the Project Budget. The Construction Manger shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.3.10 Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation



report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

#### 1.4 TIME.

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

## ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

### ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a

reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

#### ARTICLE 4 BASIS OF COMPENSATION AND PAYMENT

District shall compensate Construction Manager for the services required hereunder, as follows:

##### 4.1 BASIC COMPENSATION FEE

4.1.1 Construction Manager's Services, as described in Article 1 shall be the fixed-fee amount of \$333,879 (Three Hundred Thirty-Three Thousand, Eight Hundred Seventy-Nine Dollars).

##### 4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$594,607.

##### 4.2 PAYMENT

##### 4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 20% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 70% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

##### 4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

#### 4.3.2 PAYMENT OF INVOICES.

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

#### 4.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Principal In-Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

### ARTICLE 5 GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs exceed \$594,607.

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost

of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6  
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

6.2 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

#### 6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

### ARTICLE 7 INDEMNIFICATION

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

### ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

*Tilden-Coil Constructors, Inc.  
Construction Management Multiple Prime Services*

8.1 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

#### ARTICLE 9 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any State funding for the Project, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

#### ARTICLE 10 CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.



**ARTICLE 11**  
**INSURANCE**

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

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

**ARTICLE 12**  
**EXTENT OF AGREEMENT**

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

Tilden-Coil Constructors, Inc.

Riverside Community College District

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

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

Brian Jaramillo  
President  
3612 Mission Inn Ave  
Riverside, CA 92501

James L. Buysse  
Vice Chancellor  
Administration and Finance

## EXHIBIT "A"

### PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

## EXHIBIT "B"

### REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate.

*Tilden-Coil Constructors, Inc.*  
ADA Transition

EXHIBIT "B" (continued)

RCCD ADA Transition Phase I  
 General Conditions Estimate

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
Preconstruction Expense							
Production Director							
Supervision							
Project Manager							
Project Engineer							
Project Administrative Assistant							
Final Clean Up					X		
Punch List					X		
Safety Measures / Badges					X		
Traffic Control / Signage					X		
Dust Control							X
Dewatering/Erosion Control/SWPPP							X
Weather Protection							X
Temporary Heating							X
Signs & Bulletin Boards					X		
Toilets / Hand Wash					X		
Trash Bins							X
Fencing					X		
Temp Lighting							X
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios					X		X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive / Storage					X		
Blueprints/Plans (does not include bid printing)					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	
Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services					X		
Pay Phones						X	
Cellular Phones					X		
Water							X
Hydrant Meters							X
Power						X	
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Legal Advertising					X		
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
District Directed Reimbursable Allowance						X	

Total General Conditions Estimate: \$ 694,607.09

ENGINEERING AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
PSOMAS

This AGREEMENT is made and entered into on September 22, 2010, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and PSOMAS, hereinafter referred to as “ENGINEER”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ENGINEER are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain engineering services for the district-wide project ADA Transition Plan Implementation – Phase I, hereinafter referred to as “PROJECT”, located within the cities of Moreno Valley, Norco and Riverside, California in the DISTRICT; and

WHEREAS, ENGINEER understands that the estimated \$6,360,000 funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – ENGINEER’S SERVICES AND RESPONSIBILITIES

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

2. The ENGINEER’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ENGINEER represents that he/she will follow the standards of his/her profession in performing all services under this Agreement. Upon request of the DISTRICT, the ENGINEER shall submit for the DISTRICT’s approval a schedule for the performance of the ENGINEER’s services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ENGINEER.

3. The schematic design, design development and construction document services covered by this agreement shall be completed and submitted to the Division of the State ENGINEER for review and approval on or before March 21, 2011.

## ARTICLE II – SCOPE OF ENGINEER’S SERVICES

1. The ENGINEER’s services include those described in this Article and include structural, civil, mechanical and electrical engineering services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.

2. The ENGINEER shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).

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

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

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

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

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

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

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

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

11. The ENGINEER shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.

12. The ENGINEER shall provide detailed quantity surveys which provide inventories of material, equipment or labor.

13. The ENGINEER shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

14. The ENGINEER shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.

15. The ENGINEER shall visit suppliers, fabricators, and manufacturers' facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

16. The ENGINEER shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

17. The ENGINEER shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ENGINEER shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

18. The ENGINEER shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ENGINEER shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

19. The ENGINEER shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ENGINEER shall attend and assist in legal proceedings that arise from errors or omissions of the ENGINEER.

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

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

22. The ENGINEER shall have access to the work at all times.

23. Schematic Design Phase

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

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

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

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

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



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

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

h. The ENGINEER shall submit to the DISTRICT a written estimate of the construction cost to reflect actual plan scope at the conclusion of each development phase, in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

24. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the services set forth in Article II, paragraph 23, the ENGINEER shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ENGINEER shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.

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

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

25. Construction Document Phase (Final Plans)

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

b. The ENGINEER shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the

PROJECT, including the DSA, local Fire Department, City Design Review (CDR), County Health Department, Department of Public Works, and others which may have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental authority. ENGINEER shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ENGINEER shall not charge a mark-up on costs associated with governmental agency fees when the ENGINEER pays such fees for the DISTRICT.

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

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

## 26. Bidding & Award Phase

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

b. The ENGINEER shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ENGINEER.

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

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

e. If the lowest bid exceeds the Budget for the PROJECT, the ENGINEER, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

27. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The ENGINEER shall reproduce fifteen (15) full size sets of contract documents and all progress prints for the DISTRICT's and consultants' use at the ENGINEER's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The ENGINEER shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ENGINEER shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ENGINEER will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The ENGINEER shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ENGINEER deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ENGINEER and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ENGINEER's certificate of completion and final certificate for payment. ENGINEER shall not be compensated any fee for work required as a result of any error or omission. Errors shall be charged to the ENGINEER at 100% of corrective cost, while omissions shall be charged at a rate of 20% of the corrective cost.
- f. The ENGINEER, as part of their basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ENGINEER shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

h. The ENGINEER shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ENGINEER's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction documents.

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

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

k. The ENGINEER shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ENGINEER shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.

l. The ENGINEER shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ENGINEER and promptly reported to the DISTRICT and Contractor, but which ENGINEER failed to do.

m. The ENGINEER shall review and certify the amounts due the Contractor. The ENGINEER's certification for payment shall constitute a representation to the DISTRICT, based on the ENGINEER's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.

n. The ENGINEER shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ENGINEER's action shall not delay the work, but should allow for sufficient time in the ENGINEER's professional judgment to permit adequate review.

o. The ENGINEER shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ENGINEER shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ENGINEER shall, at ENGINEER's expense,

prepare a set of reproducible record drawings, as well as AutoCAD and PDF versions, acceptable to the District, showing significant change in the work made during construction based on marked-up prints, drawings, addenda, change orders, RFI responses, show drawings, and other data furnished by the Contractor to the ENGINEER.

p. The ENGINEER shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

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

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

s. The ENGINEER shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.

t. The ENGINEER shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Construction Manager or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by ENGINEER.

u. The ENGINEER shall prepare, in versions acceptable to the District, AutoCAD and PDF files of all as-built conditions in concert with item "o" above, at no additional cost.

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

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

w. The ENGINEER shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. PROJECT Close-Out

a. The ENGINEER shall assure delivery of the following documents described below to the DSA for review prior to issuance of a “Certificate of Completion”.

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

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

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

- (i) Copy of the Notice of Completion.
- (ii) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ENGINEER, Structural Engineer, Mechanical Engineer and Electrical Engineer.
- (iii) Final Verified Report Form DSA-6 certifying all work is 100% Complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
- (iv) Verified Reports of Testing and Inspections as specified on The approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (v) Weighmaster’s Certificate (if required by approved drawings And specifications).
- (vi) Copies of the signature page of all Addenda as approved by DSA.
- (vii) Copies of the signature pages of all Deferred Approvals as Approved by DSA.
- (viii) Copies of the signature page of all Change Orders as Approved by DSA.
- (ix) Verification by the I.O.R. that all items noted on any “Field Trip Notes” have been corrected.

### ARTICLE III – ADDITIONAL ENGINEER’S SERVICES

1. ENGINEER shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ENGINEER’s control. ENGINEER shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ENGINEER which are not the result of the direct or indirect negligence, errors or omissions on the part of ENGINEER.

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

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

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

f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ENGINEER.

g. Providing any other services not otherwise included in this AGREEMENT

2. If authorized in writing by DISTRICT, ENGINEER shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ENGINEER, and the ENGINEER shall be compensated therefore as agreed by the DISTRICT and ENGINEER. Through the observations of such PROJECT Representative(s), the ENGINEER shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ENGINEER as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

## ARTICLE IV – DISTRICT’S RESPONSIBILITIES

1. The DISTRICT shall provide to the ENGINEER information regarding requirements for the PROJECT, including information regarding the DISTRICT’s objectives, schedule, budget constraints as well as any other criteria provided by the DISTRICT.
2. Prior to the Schematic Design Phase, the ENGINEER shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT’s objectives, schedule, budget constraints and any other criteria that are provided to the ENGINEER pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ENGINEER pursuant to this Paragraph and this shall be the “Budget” for the PROJECT as set forth in this AGREEMENT.
3. The DISTRICT shall notify the ENGINEER of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ENGINEER.
4. The DISTRICT shall give prompt written notice to the ENGINEER if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT’s failure or omission to do so shall not relieve the ENGINEER of ENGINEER’s responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
5. The proposed language of certifications requested of the ENGINEER or ENGINEER’s consultants shall be submitted to the ENGINEER for review and approval at least fourteen (14) days prior to execution.

## ARTICLE V – COST OF CONSTRUCTION

1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost (“Construction Cost”) shall be reconciled against the DISTRICT’s Budget for the PROJECT.
2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ENGINEER, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ENGINEER or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.



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

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ENGINEER submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:

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

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

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

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

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

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

#### ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ENGINEER or DISTRICT. District acknowledges, however that ENGINEER has no control over cost of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operations of the facilities, all of which are beyond ENGINEER's control and are unavoidably in a state of change. DISTRICT therefore acknowledges that ENGINEER cannot and does not make any

warranty, promise or representation, either expressed or implied, that proposals, bids opinions of probable construction cost, or cost of operation or maintenance will not vary substantially from ENGINEER's probable cost estimates.

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

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

#### ARTICLE VII – ENGINEER'S DRAWINGS AND SPECIFICATIONS

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

#### ARTICLE VIII – TERMINATION

1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ENGINEER, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

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

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

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

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, ENGINEER agrees to continue the work diligently to completion. If the dispute is not resolved, ENGINEER agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ENGINEER's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ENGINEER

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

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

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

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

### ARTICLE X – COMPENSATION TO THE ENGINEER

The DISTRICT shall compensate the ENGINEER in an amount not to exceed \$261,578.20 with an additional allowance of \$50,000 for unforeseen engineering services. The DISTRICT shall compensate the ENGINEER as follows:

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

2. Payment to the ENGINEER will be as follows:

Schematic Design:	10% of estimated Engineer Fee as set forth on Attachment “A”.
Design Development:	15% of estimated Engineer Fee as set forth on Attachment “A”.
Construction Documents:	40% of estimated Engineer Fee, to be paid monthly Based on actual level of completion, as set forth on Attachment “A”.
D.S. A. Approval:	5% of estimated Engineer fee as set forth on Attachment “A”.
Bidding Phase: (Board Approval)	3% of estimated Engineer fee as set forth on Attachment “A”.
Construction Admin:	25%, of estimated Engineer fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA Closure with Certification:	2% of estimated Engineer fee as set forth on Attachment “A”.

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

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

4. To the extent that the time initially established for the completion of ENGINEER services is exceeded or extended through no fault of the ENGINEER, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board.

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

#### ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation in an amount not to exceed \$13,000 for basic and extra services, and shall be paid to the ENGINEER at one and one-tenth (1.1) times the expenses incurred by the ENGINEER, the ENGINEER's employees and Consultants for the following specified items:

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

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

2. Reimbursable expenses shall not be exceeded without the prior written approval of the DISTRICT.

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

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ENGINEER's Consultants and all progress prints;
- d. Preliminary plans and specifications;

- e. ENGINEER's consultants' reimbursables;
- f. Models or mock-ups
- g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

#### ARTICLE XII – EMPLOYEES AND CONSULTANTS

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

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

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

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

#### ARTICLE XIII – MISCELLANEOUS

1. The ENGINEER shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ENGINEER and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ENGINEER shall provide a copy of such record to the DISTRICT.

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

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

b. General Liability. Liability to the extent rising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ENGINEER for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ENGINEER or the DISTRICT, or any person, firm or corporation employed by the ENGINEER or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ENGINEER's who are directly employed by the DISTRICT.

c. Professional Liability. Liability to the extent arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ENGINEER which the ENGINEER shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by such professional Liability of the ENGINEER, or any person, firm or corporation employed by the ENGINEER, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by negligence, or willful misconduct of the DISTRICT.

d. The ENGINEER, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

3. ENGINEER shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ENGINEER and DISTRICT from claims which may arise out of or result from ENGINEER's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The A ENGINEER shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;

3. Broad form property damage;
4. Products/completed operations; and,
5. Personal injury.

c. Professional liability insurance, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ENGINEER shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ENGINEER and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in b. above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ENGINEER hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; except that (10) days' written notice may be given for cancellation for nonpayment of premium; and shall waive all rights of subrogation. ENGINEER shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ENGINEER shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ENGINEER fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ENGINEER, and in such event ENGINEER shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ENGINEER subcontracts any portion of ENGINEER's duties, ENGINEER shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. ENGINEER, in the performance of this AGREEMENT, shall be and act as an independent contractor. ENGINEER understands and agrees that ENGINEER and all of ENGINEER's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ENGINEER assumes the full responsibility for the acts and/or omissions of ENGINEER's employees or agents as they relate to the services to be provided under this AGREEMENT. ENGINEER shall



assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ENGINEER's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ENGINEER

6. The DISTRICT and ENGINEER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ENGINEER shall not assign this AGREEMENT.

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

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

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

10. Neither party shall be liable to the other for damages, cost or delay to the extent such damages, cost or delay resulting from any cause beyond that party's reasonable control or that constitutes Force Majeure.

11. Notwithstanding any other provision in this agreement, ENGINEER shall not be responsible for construction means, methods or techniques or safety measures, precautions or programs at the project site.

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

PSOMAS

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Bruce Kirby, PE  
Vice President  
555 South Flower Street, Ste. 4400  
Los Angeles, CA 90071

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

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

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

## ATTACHMENT "A"

### SCOPE OF PROJECT:

The Project shall consist of accessibility improvements on the following Colleges of the Riverside Community College District (RCCD):

- Moreno Valley College
- Norco College
- Riverside City College
- District Office Support Facilities

The Estimated Construction Cost is \$2,906,424.50.

The scope of work shall be in general conformance with the scope of work prepared by the Riverside Community College District and further outlined in the Scope of Work for each College. The project will be designed and processed for approval by the Division of State Architect (DSA). Additional clarification includes:

- Construction Observation – Psomas team will provide bi-weekly site visits to report its observations concerning the execution of the work related to drawings, specifications and/or directions pertaining to its services, and sufficient to comply with the governing agency's requirements. Psomas Team's visits to the site during the construction phase will be at intervals appropriate to the stage of construction, and will be solely to observe the progress and quality of the work completed by the contractor.
- CEQA (Historic Resources) Review - It is understood that the project scope includes accessibility improvements to the following historic structures:
  - Bldg 3 - Arthur G. Paul Quadrangle, 4800 Magnolia Ave., designed by G. Stanley Wilson (City of Riverside Landmark No. 48)
  - Bldg 24 - College House, 3600 Prospect Ave. (within the City of Riverside Prospect Place Historic District)
  - Bldg 25, Cutter Pool, 4800 Magnolia Ave., eligible for National Register listing
  - Bldg 35 - Alumni House, 3564 Ramona Drive (within the City of Riverside Wood Streets Historic District)

### Additional Services:

Additional Services - The District may request additional services, or may request changes in the sequence, timing, manner, or scope of services. As additional services or changes to services are requested by the District, this Agreement may be modified subject to mutual consent by execution of an addendum by authorized representative of both parties, setting forth in writing the addition or change in services to be performed, the performance time schedule, and the additional compensation for said services. The hourly rates as stated below shall apply to such additional services.

- Supplemental Topographic Surveys –  
If needed for design purposes, Psomas may need to perform field surveys of existing site features at building walkways and parking lot areas, as needed to obtain topographic information to modify and enhance the base topography used for the proposed project. This task may also include data collection at key join areas, and for the existing street or walkway cross-section information, within the limits of the proposed improvements.

- Fire Alarm System Upgrade, Fire Alarm Control Unit Replacement, and Field Verification - It is understood that record drawings of existing improvements, including existing fire alarm systems, shall be provided by the District. Psomas team’s Basic Services include review of the documents provided and field verification of readily observable existing building and site conditions. However, insomuch as the remodeling and/or rehabilitation of an existing structure(s) requires that certain assumptions be made by Psomas team regarding existing conditions, and because some of these assumptions may not be verifiable without the District expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure(s) the District agrees to bear all costs, losses and expenses, including the cost of Engineer’s Additional Services, arising from the discovery of concealed or unknown fire alarm system conditions, or from any deficiencies or inaccuracies in any information or documentation relative to such conditions furnished to Psomas team by the District.

The District may elect to require a complete or partial change of a fire alarm (F/A) system in an existing campus building due to obsolescence or voluntary upgrading. Engineering services to upgrade the existing fire alarm system of a building or campus system (including adding new annunciating, initiation or monitoring device circuits or extending current systems when not totally replacing a system), shall be considered additional services. Engineering services to replace existing fire alarm control units (panels) shall be considered additional services.

Limits of Service and Exclusions:

- Hazardous Materials – Psomas team’s professional services specifically exclude any actions related to the abatement, replacement, or removal of any environmentally hazardous product, material or process including those containing asbestos, and/or lead paint existing in the facility. Notwithstanding these provisions, it is understood the District will retain the services of an independent contractor to survey and document environmentally hazardous materials. Psomas team will coordinate its services with the findings of the independent contractor and shall coordinate with the independent contractor and District to include the findings and related work within the bid package for construction. Psomas team shall be entitled to rely upon the completeness and accuracy of the information provided by the independent contractor and shall assume no responsibility or liability for the accuracy or completeness of the information provided by the independent contractor.

SCHEDULE:

Subject to further discussion with the District/College a proposed schedule of services is outlined below:

Notice to Proceed:	TBD
Programming	1 week
Code Analysis:	1 week (concurrent with Programming Design)
Schematic Design:	4 weeks
Review and Approval:	2 weeks
Design Development:	4 weeks
District Review and Approval:	1 week
Construction Documents 50%:	8 weeks
District Review and Approval	2 weeks
Construction Documents 95%:	8 weeks
District Review and Approval:	1 week
DSA Review and Approval:	31 weeks
Bid Period, Board Approval & Contract Award	16 weeks
Construction Period	44 weeks
Closeout	4 weeks

SCOPE OF PROJECT:

Moreno Valley College		Moreno Valley College	
Facility #	Facility Name	Facility #	Facility Name
1	Library (MV)	N/A	On-site Path of Travel Area 3(MV)
2	Student Services (MV)	N/A	On-site Path of Travel Area 4
6	Bookstore	N/A	On-site Path of Travel Area 5
8	Humanities (MV)	N/A	On-site Path of Travel Area 6
9	Phase I Mechanical Building	N/A	On-site Path of Travel Area 8
10	Phase II Mechanical Building	N/A	On-site Path of Travel Area 9
17	Headstart	N/A	Parking Lot "B"
18	Early Childhood Education Center(MV)	N/A	Parking Lot "E"
N/A	On-site Path of Travel Area 2		

Norco College		Norco College	
Facility #	Facility Name	Facility #	Facility Name
A	Student Services	P	Portable B
B	Science and Technology	N/A	Norco Parking Lot B
D	Humanities	N/A	Norco POT Area 5
N/A	Building M-1	N/A	Norco POT Area 6
N/A	Building M-2	N/A	Norco POT Area 7
K	CACT	N/A	Norco POT Area 11
N	Applied Technology	N/A	Soccer Field
P	Portable A		

Riverside City College		Riverside City College	
Facility #	Facility Name	Facility #	Facility Name
1	Digital Library (DL/ LRC)	N/A	Athletic Center
3	Quadrangle	N/A	Greenhouse
6	Music Hall	N/A	Portable 5
7	Landis Auditorium	N/A	Grounds Equipment
7A	Portable 6	N/A	Grounds Greenhouse
8	MLK High Tech Center	N/A	POT Area 2
10	Planetarium	N/A	POT Area 4
13	Student Center	N/A	POT Area 6 (Sports Complex)
13A	Student Government Center	N/A	POT Area 9
13B	Financial Aid Annex	N/A	On-Site Path of Travel Area 12
14	Student Financial Services	N/A	On-Site Path of Travel Area 13
15A	Outreach Annex	N/A	On-Site Path of Travel Area 14
16	Sports Complex	N/A	On-Site Path of Travel Area 17
21	Stadium	N/A	On-Site Path of Travel Area 18
25	Cutter Pool	N/A	On-Site Path of Travel Area 19
27	Technology A	N/A	RCC Parking Lot Huntley Gym
30	Huntley Gym	N/A	RCC Parking Lot Sports Complex
31	Pilates Studio	N/A	Stadium POT
N/A	Safety – Security		

District Office Support Facilities		District Office Support Facilities	
Facility #	Facility Name	Facility #	Facility Name
23	North Hall	N/A	On-site Path of Travel Spruce Street
24	College House	N/A	Parking Lot "Spruce Street"
35	Alumni House	N/A	RCC Parking Lot Alumni House
N/A	On-Site Path of Travel Alumni House	N/A	Spruce District Office
N/A	On-Site Path of Travel Area 3		

**COMPENSATION TO THE ENGINEER:**

The DISTRICT shall compensate the ENGINEER in an amount not to exceed \$261,578.20 with an additional allowance of \$50,000 for unforeseen engineering services and \$13,000 for reimbursable expenses, totaling \$324,578.20.

**Civil Engineering, Surveying, Geospatial Services and Architectural Services  
 provided by PSOMAS/BOA Architecture**  
*Rates for Services are Effective from December 1, 2009 – December 31, 2010*

**Hourly Rates**

**Office Services**

- \$ 75-85 - Word Processors and Project Assistants
- \$ 85-105 - Drafters, Design Drafters, Analysts and Assistant Planners
- \$ 85.00 - \$120.00 - Staff Surveyors/CADD Technician/GIS Technicians
- \$ 105 -145 - Planners, Engineers and Surveyors
- \$120.00 - \$150.00 - Project Engineers/ Project Surveyors/GIS Specialist
- \$ 150-195 - Planning and Entitlements, Principals
- \$150.00 - \$165.00 - Sr. Project Surveyor/Sr. GIS Specialist
- \$165.00 - \$195.00 - Sr. Project Manager/Technical Manager

**Field Services**

- \$165 One-man survey party
- \$242 Two-man survey party
- \$355 Three-man survey party
- \$145 Field Supervisor

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

**Architecture Rates**

- Principal Architect* \$150
- Associate Architect* \$130
- Project Manager* \$130
- Project Designer* \$125
- Senior Designer* \$110
- Senior Technical* \$100
- Intermediate Technical* \$90
- Other Technical Staff* \$85
- Clerical Staff* \$70
- Database Consultant* \$120

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-2

Date: September 21, 2010

Subject: Memorandum of Agreement between County of Riverside and Riverside Community College District for facilities at the Ben Clark Public Safety Training Center

Background: On March 16, 2010, the Board of Trustees approved Resolution No. 40-09/10 authorizing the establishment of an Educational Center (Center Status Project) at the Ben Clark Public Safety Training Center. Since fall 2009, representatives from Riverside County's Facilities Management Department, Riverside Sheriff's Department, CAL Fire/Riverside County Fire departments, and Riverside Community College District have met to identify the proposed terms to be followed to establish Ben Clark Public Safety Education and Training Center as an Educational Center to Moreno Valley College and to develop facilities in which the educational services and required operations of the College will be located.

The discussions during the meetings addressed a number of salient issues. One focused on the terms related to the County's receiving property formerly a part of March Air Force Base and the manner in which the District would be able to receive land to build its facilities on property conveyed to the County through a federal land transfer provision to operate and develop a public safety training center commonly referred to as the Ben Clark Training Center (BCTC). A second issue focused on the different missions of the District and BCTC: the District's being an open admissions college, which offers general education courses to support students' interests in earning certificates and degrees in specific academic and career and technical programs and BCTC's being a public safety training site for law enforcement and fire service personnel. The parties also acknowledged and agreed that a number of details about the operation of a joint use learning center would benefit both the County and the District. The parties further acknowledged that those details would need to be addressed and delineated in future discussions.

From the meetings emerged a Memorandum of Agreement (MOA) between the County of Riverside and the District. The MOA identifies and clarifies the foundational issues raised by both parties as they move forward with an understanding to establish a joint Educational Center to Moreno Valley College and the agreed upon principles to be followed in establishing the Center with its facilities. Staff, therefore, requests the Board of Trustees' review and consideration of the attached MOA.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING AND OPERATIONS COMMITTEE

Report No.: VI-A-2

Date: September 21, 2010

Subject: Memorandum of Agreement between County of Riverside and Riverside  
Community College District for facilities at the Ben Clark Public Safety Training  
Center (continued)

Recommended Action: It is recommended that the Board of Trustees approve the Memorandum of Agreement established between the County of Riverside and Riverside Community College District to facilitate the establishment of the Ben Clark Public Safety Training Center as an Education Center to the Moreno Valley College; develop facilities in which the educational services and required operations of the College will be located; and authorize the Vice Chancellor, Administration and Finance, to sign the associated Memorandum of Agreement.

Gregory W. Gray  
Chancellor

Prepared by: Monte Perez  
President  
Moreno Valley College

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

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

Chris Carlson  
Chief of Staff  
Chancellor's Office

Ruth W. Adams, Esq.  
General Counsel



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into as of this 21<sup>st</sup> day of September, 2010, by and between COUNTY OF RIVERSIDE, a public entity (“County”) and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a public entity (“District”).

### RECITALS

WHEREAS, County received property formerly part of March Air Force Base, consisting of approximately 375 acres (“Property”), generally situated south of Van Buren Boulevard and east of Wood Road, and north of Nandina Avenue, in unincorporated Riverside County. The Property was conveyed to the County through a federal land transfer provision known as a Public Benefit Conveyance, for the purposes of operating and developing a public safety training center, commonly referred to as the Ben Clark Public Safety Training Center (BCTC). The County received the Property through a Quitclaim Deed dated December 30, 1999 and recorded January 6, 2000; and

WHEREAS, the Quitclaim Deed transferred former military land and property (inclusive of buildings) for \$1.00 USD to the County, the conveyance was made and accepted on the condition that (1) the Property shall be used and maintained for law enforcement and emergency management response in perpetuity; and (2) the Property shall not be sold, leased, mortgaged, assigned, or otherwise disposed of, except to another local government agency for the same purposes with prior consent of the Director of the Air Force Base Conversion Agency, or his successor in function; and

WHEREAS, the District through its Moreno Valley College (“College”), which is an open admissions college, is the education partner for public safety education training center since 1953 in partnership with the Riverside County Sheriff’s and CAL Fire/Regional Fire departments providing public safety training for law enforcement and fire technology programs; and

WHEREAS, the County has developed a master plan for the program, development and operation of the Ben Clark Public Safety Training Center; and

WHEREAS, it is the intent of both County and District to facilitate the establishment of Ben Clark Public Safety Training Center as an Education Center to Moreno Valley College and to develop facilities to house the educational services and required operations of the College.

WHEREAS, the programmatic focus at BCTC is public safety training, the intent of the College is to offer subject area and general education courses leading to certificate and degrees in public safety education and training and allied disciplines.

In consideration of the foregoing Recitals, both parties agree to use good faith efforts to bring about the following transactions, as soon as possible:

1. Establishment of an Education Center to Moreno Valley College at Ben Clark Public Safety Training Center: It is the intent of the District and College to apply to the

California Post Secondary Education Commission and California Community College System Board of Governor's for the establishment of an Education Center at BCTC. In doing so, the following understandings are intended by both parties:

- a. In seeking designation as an Education Center, the District and College will receive the following benefits in establishing an Education Center:
    - i. Eligibility and access to state Capital Outlay Funding.
    - ii. Separate allocation of operations funding support from the state.
  - b. Designation of an educational center to the College requires that conditions be met, including but not limited to the following:
    - i. Ownership or long term [99-year] lease of the site.
    - ii. Access to student services.
    - iii. On-site administration.
    - iv. Access to student population.
    - v. Offering of general education courses.
    - vi. Expected enrollment exceeding 500 full-time equivalent students, for a minimal three-year duration.
2. Property: The master plan for BCTC includes areas that are allocated to the specific training needs of the center, many which are highly specific to law enforcement or fire safety training needs and carry access restriction requirements. The master plan further specifies an area for general, student services and classrooms that is separate from the specific training and restricted access areas (referred to RSO& LE Partners) depicted on Exhibit "A", attached hereto this MOA.
- a. It is the intent of the District to obtain a controlling interest by a long-term [99-year] lease of acreage within the general student services area to develop a facility by the District to accommodate the following: classrooms/facilities for fire, law enforcement, and general education; offices for instructional and student services staff, faculty offices, library space for public safety and general education students, and student services offices to house student services (including but not limited to counseling and student financial aid).
  - b. It is the intent of the County to facilitate a controlling interest in acreage, to be specified, to the District for the purposes of developing an Education Center facility at BCTC. The size and configuration of the property shall be formally identified in a subsequent transfer document.
  - c. Said acreage shall be generally accessible to student and potential students of public safety and general educational needs.
  - d. It is the intent of the District and College to design and develop a facility on the property to house an Education Center at BCTC. Said facility shall be designed and developed in coordination with the County. An agreement for development shall be a subsequent document to address elements such as site preparation, infrastructure and utility access, development design, parking and support elements, and other obligations.
3. Operational Understandings: It is understood by both parties that a public safety training center must be carefully planned and operated to assure appropriate access and operation to meet the needs and mission of all parties involved in the training center.

- a. Joint Use Learning Center: Both parties agree that a joint use learning center is in the interest in advancing the partnerships of the County and District at BCTC and that an operation (joint use) agreement shall be formally identified in a subsequent document. A subsequent document shall address the following:
    - i. Administrative, instructional and student services offered.
    - ii. Joint use of classroom space.
    - iii. Joint use of library and digital resources.
  - b. Operation as an Education Center: An Education Center requires the offering of general education courses, and administration and student services at the site.
    - i. County recognizes that the student population at the center will include both public safety and general education student populations.
    - ii. District and College recognize that subject area and general education courses are structured to benefit the needs of public safety education students at BCTC.
    - iii. District and College recognize that students enrolled in the public safety education curriculum take a priority to education offerings at BCTC.
    - iv. Both parties agree that an operational agreement shall be developed as a subsequent document to address the following:
      1. Access to courses
      2. Course offerings
      3. Schedule for priority registration of public safety students
      4. Student support services
      5. Faculty and staff development activities
4. Time is of the Essence. Both parties mutually agree that time is of the essence to carry out the elements described in this MOA.

This MOA is intended solely as a summary of the terms that are currently proposed by the County and District. Both County and District will be expending resources following the execution of this MOA and, accordingly, County and District have agreed pursuant to this MOA to act in good faith in furtherance of achieving their mutual intent. Notwithstanding the foregoing, if either County or District determines, in good faith, that the mutual intent cannot be achieved, then each part is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with implementation of this MOA.

County of Riverside

Riverside Community College District

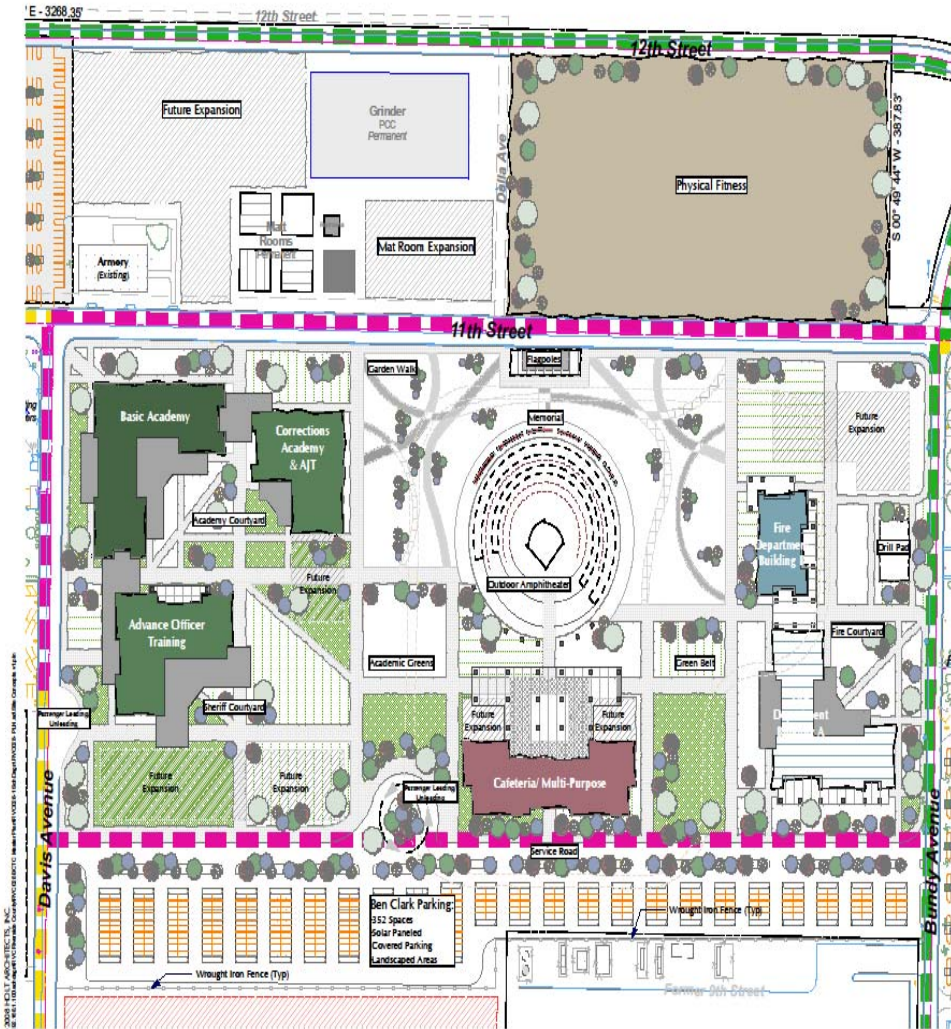
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Authorized Representative

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James L. Buysse, Vice Chancellor  
Administration & Finance

Exhibit "A"



**Legend**

- Major Vehicular Circulation
- Secondary Vehicular Circulation
- Minor Service Vehicular Circulation

**Ben Clark Public Safety Training Center**  
 16791 Davis Avenue  
 Riverside CA 92518



Project Number: RVC.028  
 Date: October 30, 2008  
 Scale: Not to Scale



Parking - 3072 Spaces

Option "E"  
 Master Plan  
 Micro Scale

Schematic Design  
 PS101E

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-1

Date: September 21, 2010

Subject: Rescission of Approved Dates for the 2010-2011 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates

Background: At its June 15, 2010 meeting the Riverside Community College District Board of Trustees approved the following time lines for budget adoption: 1) the proposed 2010-11 Budget would be available for public inspection beginning September 14, 2010, and 2) the public hearing would be held at 6:00 p.m. at the Board meeting on September 21, 2010, to be followed by the adoption of the 2010-2011 Budget.

However, the State Chancellor's Office has now advised us that the budget adoption date has been extended to October due to the absence of a State Budget. Staff is therefore proposing that the 2010-2011 Budget adoption process be moved from September to October. It is thus necessary to rescind the earlier September time line. Staff recommends that the Board set October 19, 2010, as the date for the public hearing and adoption of the 2010-2011 Budget. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection at least three (3) days prior to the public hearing, and we again plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, this information will be published in The Press-Enterprise.

Recommended Action: It is recommended that the Board of Trustees announce that: 1) the proposed 2010-2011 Budget will be available for public inspection beginning October 14, 2010, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 19, 2010, to be followed by the adoption of the 2010-2011 Budget.

Gregory W. Gray  
Chancellor

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-2

Date: September 21, 2010

Subject: Resolution No. 5-10/11 - A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D, and Actions Related Thereto

Background: Attached for the Board's review and consideration is a proposed "Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D, Resolution No. 5-10/11" for the Board's review and information. Also attached is a copy of the Preliminary Official Statement. This matter was discussed at the September 7, 2010, Resources Committee meeting. Mr. Mark Farrell of Piper Jaffray will be available at the Board meeting to respond to questions concerning issuance options.

At this time, staff proposes the following course of action relative to the issuance of Series 2010D bonds:

1. Proceed with the "three- year expenditure rule" option for Series 2010D.
2. Set the not-to-exceed amount in Resolution No. 5-10/11 at \$110,000,000 with the understanding that the staff will continue to update said projection up the point of bond issuance. Thus, the size of Series 2010D could be reduced from this authorized amount if staff determines that a lesser amount is more appropriate to ensure compliance with the 85% requirement.
3. Continue to monitor the interest rate environment. Should it appear that the favorable mix of rates currently experienced is changing and that the benefits associated with this transaction are likely to disappear, then staff would bring this matter back to the Board and its Resources Committee for further review and discussion.

Recommended Action: It is recommended that the Board of Trustees approve Resolution No. 5-10/11, A Resolution of the Board of Trustees of the Riverside Community College District, Riverside County, California, Authorizing the Issuance of Riverside community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D at \$110,000,000 and authorize the use of the "three- year expenditure rule" option.

Gregory W. Gray  
Chancellor

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

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOLUTION NO. 5-10/11**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE RIVERSIDE  
COMMUNITY COLLEGE DISTRICT, RIVERSIDE COUNTY,  
CALIFORNIA, AUTHORIZING THE ISSUANCE OF RIVERSIDE  
COMMUNITY COLLEGE DISTRICT (RIVERSIDE COUNTY,  
CALIFORNIA) ELECTION OF 2004 GENERAL OBLIGATION BONDS,  
SERIES 2010D, AND ACTIONS RELATED THERETO**

**WHEREAS**, a duly called election was held in the Riverside Community College District (the "District"), County of Riverside (the "County"), State of California, on March 2, 2004 (the "Election"), at which the following proposition (the "Measure C") was submitted to the qualified electors of the District:

"To improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology academic classrooms/laboratories; expand public safety, police, firefighting, paramedics and healthcare training facilities; repair, acquire, construct, equip buildings, sites, classrooms; shall Riverside Community College District issue \$350,000,000 in bonds, at legal rates, with no proceeds going to the State, all funds remaining locally, independent citizen oversight, guaranteed annual audits, and no money for administrators' salaries?"

**WHEREAS**, at such election, Measure C received the affirmative vote of the requisite fifty-five percent or more of the voters of the District voting on the proposition, as certified by the Registrar of Voters of Riverside County in the official canvassing of votes (the "Authorization"); and

**WHEREAS**, the Board of Supervisors of Riverside County (the "County Board") has issued on behalf of the District (i) an aggregate principal amount of \$ 55,205,000 of Riverside Community College District (Riverside County, California) Election of 2004, General Obligation Bonds, Series 2004A, and (ii) an aggregate principal amount of \$9,795,000 of Riverside Community College District (Riverside County, California) Election of 2004, General Obligation Bonds, Series 2004B, authorized pursuant to Measure C; and

**WHEREAS**, the District has caused the issuance of an aggregate principal amount of \$90,000,000 of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2007C, authorized pursuant to Measure C; and

**WHEREAS**, at this time the Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue the fourth series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$110,000,000 and to be styled as "Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D" (the "Bonds"); and

**WHEREAS**, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), the Bonds are authorized to be issued by the Board of

Supervisors of the County on behalf of the District for the purposes set forth in the ballot submitted to voters at the Election; and

**WHEREAS**, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds; and

**WHEREAS**, this Board further desires to authorize the issuance of all or a portion of the Bonds as taxable “Build America Bonds” pursuant to the American Reinvestment and Recovery Act of 2009 (the “Recovery Act”); and

**WHEREAS**, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RIVERSIDE COMMUNITY COLLEGE DISTRICT AS FOLLOWS:**

**SECTION 1. Purpose; Authorization.** To raise money for the purposes authorized by voters of the District at the Election and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby petitions the County Board to authorize the issuance of the Bonds pursuant to the Act and to order such Bonds sold at a negotiated sale such that the Bonds shall be dated as of a date to be determined by said County Board, shall bear interest at a rate not-to-exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds and shall be in an aggregate principal amount not-to-exceed \$110,000,000. The Board hereby approves the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for Piper Jaffray & Co., (the “Underwriter”) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract, will equal approximately 2.0% of the principal amount of the Bonds.

This Board hereby authorizes the issuance of the Bonds as one or more series of taxable or tax-exempt bonds, and further any combination of current interest bonds, capital appreciation bonds, and convertible capital appreciation bonds as set forth in the fully-executed Purchase Contract (defined herein), subject to the provisions of a resolution of the County Board relating to the Bonds (the “County Resolution”).

This Board hereby authorizes the issuance of all or a portion of the Bonds as Build America Bonds. With respect to Bonds issued as Build America Bonds, the District expects to receive a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Bonds on or about each semi-annual interest payment date for the Bonds. The District hereby directs the



Authorized Officers (defined herein), prior to each Bond Payment Date, to submit or cause to be submitted to the United States Department of the Treasury a subsidy reimbursement request in accordance with applicable Federal regulations. Upon receipt of such subsidy, the District shall deposit or cause to be deposited any such cash subsidy payments into the debt service fund for the Bonds maintained by the County.

**SECTION 2. Paying Agent.** This Board does hereby authorize the appointment of U.S. Bank National Association as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Paying Agent”) for the Bonds. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

**SECTION 3. Tax Covenants.**

(a) With respect to Bonds issued as tax-exempt bonds, the District hereby covenants with the holders of such Bonds that, notwithstanding any other provisions of this Resolution, it will (1) comply with all of the provisions of the County Resolution relating to the Rebate Fund (as defined therein) and perform all acts necessary to be performed by the District in connection therewith, and (2) make no use of the proceeds of the Bonds or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The District will not make any use of the proceeds of the Bonds or any other funds of the District, or take or omit to take any other action, that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Bonds are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1986, as amended, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Bonds. In furtherance of the foregoing tax covenants of this Section 3(a), the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such tax-exempt Bonds, which is incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Bonds.

(b) With respect to Bonds issued as Build America Bonds, the District covenants that it will comply with the instructions and requirements of those certain Tax Certificates to be executed and delivered by the District on the date of issuance of such Build America Bonds.

**SECTION 4. Legislative Determinations.** This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or

constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

**SECTION 5. Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary of the Board is hereby approved and the Chancellor of the District, the Vice Chancellor, Administration and Finance of the District, and such other officers or employees of the District as may be designated for such purpose (collectively, the “Authorized Officers”), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

**SECTION 6. Purchase Contract.** The form of a purchase contract by and among Riverside County (the “County”), the District and the Underwriter for the Bonds (the “Purchase Contract”) on file with the Secretary of the Board is hereby approved. In connection with the sale of the Bonds, the Board authorizes the Authorized Officers, each alone, on behalf of the District, to execute and deliver to the Underwriter a Purchase Contract for the Bonds, with such terms and conditions as may be acceptable to such official; provided, however, that the interest rate on the Bonds shall not exceed that authorized at the Election, the underwriting discount (excluding original discount) shall not exceed 0.8% of the aggregate principal amount of the Bonds issued, and the aggregate principal amount of the Bonds shall not exceed \$110,000,000.

**SECTION 7. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

**SECTION 8. Authorized Actions.**

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

**SECTION 9. Professional Services.** The District hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel, Best Best &

Krieger LLP, Riverside, California as Disclosure Counsel, and Piper Jaffray & Co., El Segundo, California as Underwriter in connection with the issuance of the Bonds.

**SECTION 10. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

**SECTION 11. Effective Date.** This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED this 21<sup>st</sup> day of September, 2010, by the following vote:

AYES:	MEMBERS	_____
NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Trustees

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary to the Board of Trustees of the Riverside Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on September 21, 2010, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September 21, 2010

By: \_\_\_\_\_  
Secretary to the Board of Trustees

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2010

**NEW ISSUE—FULL BOOK-ENTRY**

**RATINGS: Moody's : “ \_\_\_ ”; S&P: “ \_\_\_ ”**  
**(See “MISCELLANEOUS – Ratings” herein)**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. Bond Counsel observes that interest in the Series 2010D-1 Bonds is not excluded from gross income for federal income tax purposes. In addition, the difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to the Bond constitutes original issue discount. (See “TAX MATTERS” herein with respect to tax consequences relating to the Bonds.)*

\$ \_\_\_\_\_\*  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Riverside County, California)**  
**Election of 2004 General Obligation Bonds,**  
**Series 2010D**

\$ \_\_\_\_\_\*  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Riverside County, California)**  
**Election of 2004 General Obligation Bonds,**  
**Series 2010D-1**  
**(Build America Bonds – Direct Payment to District)**  
**(Federally Taxable)**

**Dated: Date of Delivery**

**Due: August 1, as shown on inside cover**

**This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page not otherwise defined shall have the meanings set forth herein.**

The Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D (the “Tax-Exempt Bonds”) and Series 2010D-1 (Build America Bonds – Direct Payment to District) (Federally Taxable) (the “Series 2010D-1 Bonds” and referred to herein with the Tax-Exempt Bonds as the “Bonds”) were authorized at an election of the registered voters of the Riverside Community College District (the “District”) held on March 2, 2004, at which more than fifty-five percent of the persons voting on the proposition voted to authorize the issuance and sale of \$350,000,000 principal amount of general obligation bonds of the District. The Bonds are being issued for the purposes of financing the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial and contingent costs in connection with the issuance of the Bonds.

The Bonds are general obligations of the District payable solely from the proceeds of *ad valorem* taxes. The Board of Supervisors of Riverside County is empowered and obligated to levy *ad valorem* taxes, without limitation as to rate or amount, upon all property within the District subject to taxation by the District (except certain personal property which is taxable at limited rates), for the payment of the principal of and interest on the Bonds when due.

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchasers will not receive certificates representing their interest in the Bonds.

The Tax-Exempt Bonds will be issued as current interest bonds (the “Current Interest Bonds”) and capital appreciation bonds (the “Capital Appreciation Bonds”). Interest with respect to the Current Interest Bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2011. The Current Interest Bonds are issuable in denominations of \$5,000 or any integral multiple thereof. The Capital Appreciation Bonds are dated the date of delivery of the Bonds and accrete interest from such date, compounded semiannually on February 1, and August 1 of each year, commencing February 1, 2011. The Capital Appreciation Bonds are issuable in denominations of \$5,000 maturity value or any integral multiple thereof.

Interest with respect to the Series 2010D-1 Bonds accrues from the date of their delivery and is payable semiannually on February 1 and August 1 of each year, commencing February 1, 2011. The Series 2010D-1 Bonds are issuable in denominations of \$5,000 or any integral multiple thereof.

Payments of principal and Maturity Value of an and interest on the Bonds will be made by U.S. Bank National Association, as the designated Paying Agent, Bond Registrar and Transfer Agent (the “Paying Agent”), to DTC for subsequent

\* Preliminary, subject to change.

disbursement to DTC Participants (defined herein) who will remit such payments to the beneficial owners of the Bonds. (See “APPENDIX D – BOOK-ENTRY ONLY SYSTEM.”)

The District expects to designate the Series 2010D-1 Bonds as “build America bonds” for purposes of the American Recovery and Reinvestment Act of 2009 (the “Stimulus Act”), the interest on which is not excluded from gross income for federal income tax purposes but is exempt from State of California personal income taxes. The District expects to receive a cash subsidy from the United States Treasury equal to 35% of the interest payable on such Series 2010D-1 Bonds. The District is obligated to make all payments of principal of and interest on the Series 2010D-1 Bonds from the sources described herein whether or not it receives cash subsidy payments pursuant to the Stimulus Act.

**The Current Interest Bonds and the Series 2010D-1 Bonds are subject to optional redemption and mandatory sinking fund redemption prior to their stated maturity dates as described herein. The Capital Appreciation Bonds are not subject to redemption prior to their stated maturity dates.**

*The Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval of legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel. Certain matters will be passed upon for the Underwriter by Kutak Rock, Denver, Colorado, and for the District by Best Best & Krieger LLP, Riverside, California. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2010.*

**PIPER JAFFRAY & CO.**

\$ \_\_\_\_\_ \*

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Riverside County, California)**  
**Election of 2004 General Obligation Bonds,**  
**Series 2010D**

**MATURITY SCHEDULE**

\$ \_\_\_\_\_ **Current Interest Bonds**

<u>Maturity</u> (August 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <sup>†</sup>
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\$ \_\_\_\_\_ % Term Bonds due August 1, \_\_\_\_\_ – Yield \_\_\_\_\_ %<sup>†</sup>

\$ \_\_\_\_\_ **Capital Appreciation Bonds**

<u>Maturity</u> (August 1)	<u>Denominational</u> <u>Amount</u>	<u>Yield to</u> <u>Maturity</u>	<u>Maturity</u> <u>Value</u>	<u>CUSIP</u> <sup>†</sup>
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\$ \_\_\_\_\_ \*

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Riverside County, California)**  
**Election of 2004 General Obligation Bonds,**  
**Series 2010D-1**  
**(Build America Bonds – Direct Payment to District)**  
**(Federally Taxable)**

<u>Maturity</u> (August 1)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <sup>†</sup>
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\* Preliminary, subject to change.

<sup>†</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data on the cover hereof and herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. The Authority, the City, the Financial Advisor and the Underwriter are not responsible for the selection or correctness of the CUSIP numbers set forth herein.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein has been obtained from sources outside the District which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriter has provided the following sentence for inclusion in this Official Statement.

“The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or the completeness of such information.”

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME, THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**Board of Trustees**

Virginia Blumenthal, President  
Janet Green, Vice President  
Mark Takano, Secretary  
Mary Figueroa, Member  
Jose Medina, Member

**District Administration**

Dr. Gregory Gray, Chancellor  
Dr. Jim Buysse, Vice Chancellor, Administration and Finance

**PROFESSIONAL SERVICES**

**Underwriter**

Piper Jaffray & Co.  
El Segundo, California

**Bond Counsel**

Stradling Yocca Carlson & Rauth,  
a Professional Corporation  
San Francisco, California

**Disclosure and District Counsel**

Best Best & Krieger LLP  
Riverside, California

**Paying Agent, Registrar and Transfer Agent**

U.S. Bank National Association  
Los Angeles, California

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**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Riverside County, California)**  
**Election of 2004 General Obligation Bonds,**  
**Series 2010D**

\$ \_\_\_\_\_\*  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**(Riverside County, California)**  
**Election of 2004 General Obligation Bonds,**  
**Series 2010D-1**  
**(Build America Bonds – Direct Payment to District)**  
**(Federally Taxable)**

## INTRODUCTION

This Official Statement, which includes the cover page and appendices hereto, provides information in connection with the sale of Riverside Community College District (Riverside County, California) Election of 2004 General Obligation Bonds, Series 2010D (the “Tax-Exempt Bonds”) and the Election of 2004 General Obligation Bonds, Series 2010D (Build America Bonds – Direct Payment to District) (Federally Taxable) (the “Series 2010D-1 Bonds”) and referred to herein with the Tax-Exempt Bonds as the “Bonds”).

*This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.*

### **The District**

The Riverside Community College District, located in Riverside, California, serves western Riverside County which encompasses 440 square miles. It contains the Riverside Unified, Alvord Unified, Corona/Norco Unified, Jurupa Unified, Moreno Valley Unified and Val Verde School Districts. The District was founded in 1916.

The District provides educational services on three campuses, Riverside City, Moreno Valley and Norco. The campuses served approximately 31,566 full-time equivalent students in 2008-09, and approximately 31,696 full-time equivalent students in 2009-10. Estimated enrollment for 2010-11 is 28,596 full-time equivalent students. There are approximately 2,472 persons employed by the District. The District offers a broad-based curriculum and basic transfer programs to four-year colleges and universities in California. The District also provides specialized programs leading directly to employment and to improving the skill and knowledge of those already employed in the work force. Such efforts include the District’s nursing and automotive technology programs. In addition, the District provides a variety of educational and special interest non-credit courses through its Community Education Program. For more complete information concerning the District, including certain financial information, see “RIVERSIDE COMMUNITY COLLEGE DISTRICT” herein. Excerpts from the audited financial report for the fiscal year ended June 30, 2009 are attached hereto as APPENDIX B.

The District is governed by a five-member Board of Trustees (the “Board of Trustees”), each member of which is elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between two and three available positions. The management and policies of the District are administered by a Chancellor appointed by the Board of Trustees who is responsible for day to day District operations as well as the supervision of the District’s other key personnel. Dr. Gregory Gray is the current Chancellor of the District.

### **Purpose of the Bonds**

The proceeds from the sale of the Bonds will be used to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial and contingent costs in connection with the issuance of the Bonds. See “THE BONDS – Application and Investment of Bond Proceeds.”

\* Preliminary, subject to change.

## **Authority for Issuance of the Bonds**

The Bonds are issued pursuant to certain provisions of the State of California Government Code and pursuant to resolutions adopted by the Board of Trustees of the District. See “THE BONDS – Authority for Issuance.”

## **Security and Sources of Payment for the Bonds**

The Bonds are general obligations of the District payable solely from proceeds of *ad valorem* taxes. The Board of Supervisors of the County has the power and is obligated to annually levy *ad valorem* taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except upon certain personal property which is taxable at limited rates), for the payment of principal of (as defined below) of and interest on the Bonds. See “RIVERSIDE COMMUNITY COLLEGE DISTRICT” and “THE BONDS – Security and Sources of Payment.”

## **Description of the Bonds**

***Current Interest and Capital Appreciation Bonds.*** The Tax-Exempt Bonds will be issued as current interest bonds (the “Current Interest Bonds”) and capital appreciation bonds (the “Capital Appreciation Bonds”). The Current Interest Bonds mature on August 1 in the years indicated on the inside cover page hereof. The Capital Appreciation Bonds are payable only at maturity and will not pay interest on a current basis. The maturity value of a Capital Appreciation Bond is equal to its accreted value upon the maturity thereof (the “Maturity Value”), being composed of its initial principal amount (the “Denominational Amount”) and the interest accruing thereon between the delivery date thereof and its respective maturity date.

***Series 2010D-1 Bonds.*** The Series 2010D-1 Bonds are being issued under the provisions of the American Recovery and Reinvestment Act of 2009 (the “Stimulus Act”), the interest on which is not excluded from gross income for federal income tax purposes but is exempt from State of California personal income taxes. The Commission expects to receive a cash subsidy from the United States Treasury (“Federal Subsidy”) equal to 35% of the interest payable on the Series 2010D-1 Bonds. The Series 2010D-1 Bonds mature on August 1 in the years indicated on the inside cover page hereof.

***Form, Registration and Denominations.*** The Bonds will be issued in fully registered form only, without coupons. The Bonds will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository of the Bonds. See “THE BONDS – General Provisions” and “APPENDIX D – BOOK ENTRY ONLY SYSTEM.” In the event that the book-entry only system described below is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution (described herein). Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in denominations of \$5,000 principal amount of \$5,000 Maturity Value, as applicable, or any integral multiple thereof.

***Payments.*** Interest on the Current Interest Bonds and the Series 2010D-1 Bonds accrues from their initial date of delivery, and is payable semiannually on each February 1 and August 1 (each a “Bond Payment Date”), commencing August 1, 2011. Principal on the Current Interest Bonds and Series 2010D-1 Bonds is payable on August 1 in the amounts and years as set forth on the inside cover page hereof. Each Capital Appreciation Bond accretes in value from its initial principal amount on the date of delivery to its Maturity Value on the maturity thereof at the Accretion Rate per annum set forth in APPENDIX F attached hereto, compounded semiannually on February 1 and August 1 of each year commencing August 1, 2011, and is payable only at maturity according to the amounts set forth in the accreted value tables as shown in APPENDIX F. Payments of the principal and Maturity Value of and interest on the Bonds will be made by U.S. Bank National Association, the designated paying agent, registrar and transfer agent (the “Paying Agent”), to DTC for subsequent disbursement through DTC Participants (defined in APPENDIX D) to the Beneficial Owners (defined in APPENDIX D) of the Bonds.

**Redemption.** The Current Interest Bonds maturing on or after August 1, \_\_\_\_ may be redeemed before maturity at the option of the District from any source of funds on August 1, \_\_\_\_ or any date thereafter, as a whole or in part. The Current Interest Term Bonds maturing on August 1, \_\_\_\_ are subject to mandatory sinking fund redemption as described herein. The Capital Appreciation Bonds are not subject to redemption prior to maturing. The Series 2010D-1 Bonds are subject to optional, mandatory sinking fund and extraordinary redemption as described herein. See “THE BONDS – Redemption.”

### **Tax Matters**

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy and truthfulness of certain representations and compliance with certain covenants and requirements described herein, interest (and original issued discount) on the Tax-Exempt Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. Bond Counsel observes that interest on the Series 2010D-1 Bonds is not excluded from gross income for federal income tax purposes. In the further opinion of Bond Counsel, interest (and original issued discount) on the Bonds is exempt from State of California personal income tax. See “TAX MATTERS.”

### **Offering and Delivery of the Bonds**

The Bonds are offered when, as and if issued, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds in book-entry form will be available for delivery through the facilities of DTC in New York, New York on or about November 10, 2010.

### **Continuing Disclosure**

The District has covenanted that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate relating to disclosure of annual financial information and notices of certain events executed by the District as of the date of issuance and delivery of the Bonds, as it may be amended from time to time in accordance with the terms thereof. See “LEGAL MATTERS – Continuing Disclosure” and “APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE.”

### **Professionals Involved in the Offering**

Stradling Yocca Carlson & Rauth, a Professional Corporation, is acting as Bond Counsel to the District with respect to the Bonds. Stradling Yocca Carlson & Rauth is located at 44 Montgomery Street, Suite 4200, San Francisco, California 94104. U.S. Bank National Association has been appointed as Paying Agent for the Bonds. Certain matters will be passed upon for the Underwriter by Kutak Rock, Denver, Colorado and for the District by Best Best & Krieger LLP, Riverside, California. Stradling Yocca Carlson & Rauth will receive compensation from the District contingent upon the sale and delivery of the Bonds.

### **Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

Copies of documents referred to herein and information concerning the Bonds are available from Riverside Community College District, 4800 Magnolia Avenue, Riverside, California 92506, telephone: (951) 222-8047. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This Official

Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each such documents, statutes and constitutional provisions.

Certain information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

## THE BONDS

### Authority for Issuance

The Bonds are issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506, as amended, Article XIII A of the California Constitution and pursuant to resolutions adopted by the Board of Trustees of the District on May 15, 2007 (the "Resolution"). The District received authorization at an election held on March 2, 2004 by more than fifty-five percent of the votes cast by eligible voters within the District to issue \$350,000,000 of general obligation bonds (the "Authorization").

On August 3, 2004 the District issued the first two series of bonds pursuant to the Authorization: (i) the District's General Obligation Bonds, Election of 2004, Series 2004A in the aggregate principal amount of \$55,205,000 (the "Series 2004A Bonds") and (ii) the District's General Obligation Bonds, Election of 2004, Series 2004B in the aggregate principal amount of \$9,795,000 (the "Series 2004B Bonds"). On June 7, 2007, the District issued the third series of bonds pursuant to the Authorization: the District's General Obligation Bonds, Election of 2004, Series 2007C in the aggregate principal amount of \$90,000,000. The Bonds represent the fourth series of bonds under the Authorization. After the issuance of the Bonds, \$\_\_\_\_\_ of the Authorization will remain available.

### Security and Sources of Payment

The Bonds are general obligations of the District, payable from *ad valorem* taxes. The Board of Supervisors of the County is empowered and is obligated to levy *ad valorem* taxes, without limitation as to rate or amount, for the payment of the principal of and interest on the Bonds upon all property subject to taxation by the District (except certain personal property which is taxable at limited rates). Such taxes, when collected, will be placed by the County in the District's Election of 2004 General Obligation Bonds, Series 2010D Debt Service Fund (as defined herein), which is segregated and maintained by the County and which is irrevocably pledged for the payment of the Bonds and interest thereon when due. Although the County is obligated to levy an *ad valorem* tax for the payment of the Bonds, and the County will maintain the Debt Service Fund pledged to the repayment of the Bonds, the Bonds are not a debt of the County. See "RIVERSIDE COMMUNITY COLLEGE DISTRICT – *Ad Valorem* Property Taxation" herein for information on the District's tax base.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same becomes due and payable, shall be transferred by the County to the Paying Agent (as defined

herein). The Paying Agent will in turn remit the funds to DTC for remittance of such principal and interest to its Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Bonds.

## **General Provisions**

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive certificates representing their interest in the Bonds.

Interest with respect to the Current Interest Bonds and the Series 2010D-1 Bonds accrues from their date of delivery, and is payable semiannually on February 1 and August 1 of each year commencing February 1, 2011. Interest on the Current Interest Bonds and the Series 2010D-1 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months. Each Current Interest Bond and Build America Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2011, in which event it shall bear interest from its date of delivery. The Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof. The Bonds mature on August 1, in the years and amounts set forth on the inside cover page hereof.

The Capital Appreciation Bonds are payable only at maturity, and will not pay interest on a current basis. The Capital Appreciation Bonds accrete in value from the Date of Delivery at the accretion rates per annum set forth in APPENDIX F hereto, compounded semiannually on February 1 and August 1 of each year commencing February 1, 2011. The Maturity Value of a Capital Appreciation Bond is its Accreted Value at its maturity date ("Maturity Value"). Interest with respect to each Capital Appreciation Bond is represented by the amount each Capital Appreciation Bond accretes in value from its initial principal amount on the Date of Delivery (the "Denominational Amount") to the date for which Accreted Value is calculated. The Accreted Value (the "Accreted Value") of a Capital Appreciation Bond is calculated by discounting on a 30-day month, 360 day year basis its Maturity. Value on the basis of a constant interest rate (the "Accretion Rate") compounded semiannually on February 1 and August 1, of each year to the date for which an Accreted Value is calculated, and if the date for which Accreted Value is calculated is between February 1 and August 1, by prorating the Accreted Values to the closest prior or subsequent February 1 and August 1. See the maturity schedule on the inside cover page hereof and "APPENDIX F – ACCRETED VALUE TABLES."

The principal of the Current Interest Bonds and the Series 2010D-1 Bonds and the Maturity Value of the Capital Appreciation Bonds shall be payable in lawful money of the United States of America to the registered owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent. The interest on the Bonds shall be payable in lawful money of the United States of America to the person whose name appears on the bond registration books of the Paying Agent as the registered owner thereof as of the close of business on the 15th day of the month next preceding any Interest Payment Date (a "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed on such Interest Payment Date to such registered owner at such registered owner's address as it appears on such registration books or at such address as the registered owner may have filed with the Paying Agent for that purpose. The interest payments on the Bonds shall be made in immediately available funds (e.g., by wire transfer) to any registered owner of at least \$1,000,000 of outstanding Bonds who shall have requested in writing such method of payment of interest on the Bonds prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

## **Series 2010D-1 Bonds**

The Series 2010D-1 Bonds are being issued under Section 54AA(d) of the Internal Revenue Code of 1986 (the "Code") and as "qualified build America bonds" (Direct Subsidy) under Section 54AA(g) of the Code. In connection with the issuance of the Series 2010D-1 Bonds, and as permitted by the Stimulus Act, the Commission will elect (which election is irrevocable pursuant to the provisions of the Stimulus Act) to receive directly from the United States Department of the Treasury on or about each interest payment date for the Series

2010D-1 Bonds a Federal Subsidy payment equal to 35% of the taxable interest it pays on the Series 2010D-1 Bonds to the Holders thereof. The Federal Subsidy payment does not constitute a full faith and credit guarantee of the United States Government, but is required to be paid by the United States Treasury under the Stimulus Act. If the Commission fails to comply with the conditions to receiving the Federal Subsidy payments throughout the term of the Series 2010D-1 Bonds, it may no longer receive the Federal Subsidy payments and could be subject to a claim for the return of previously received Federal Subsidy payments. [The District has not undertaken or made any covenant for the benefit of the Holders of the Series 2010D-1 Bonds to comply with any conditions to receive the Federal Subsidy payments or to maintain the District's right to retain or receive future Federal Subsidy payments in respect of the Series 2010D-1 Bonds.] The District is obligated to make all payments of principal of and interest on the Series 2010D-1 Bonds from Revenues whether or not it receives Federal Subsidy payments pursuant to the Stimulus Act.

### **Annual Debt Service on the Bonds**

The following table summarizes the debt service requirements of the District for the Bonds, assuming no optional redemptions are made:



\$ \_\_\_\_\_\*

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
 (Riverside County, California)  
 Election of 2004 General Obligation Bonds,  
 Series 2010D

<b>Period Ending August 1</b>	<b><u>Current Interest Bonds</u></b>		<b><u>Capital Appreciation Bonds</u></b>		<b><u>Series 2010D-1 Bonds</u></b>		
	<b>Annual Principal Payment <sup>(1)</sup></b>	<b>Annual Interest Payment <sup>(1)</sup></b>	<b>Annual Principal Payment</b>	<b>Annual Accreted Interest Payment <sup>(2)</sup></b>	<b>Annual Principal Payment <sup>(1)</sup></b>	<b>Annual Interest Payment</b>	<b>Less Federal Subsidy Payment <sup>(3)</sup></b>

(1) Interest payments on the Current Interest Bonds and the Series 2010D-1 Bonds will be made semiannually on February 1 and August 1 of each year, commencing February 1, 2011

(2) The Capital Appreciation Bonds are payable only at maturity on August 1 of the years indicated on the inside cover hereof, and interest on such Capital Appreciation Bonds is compounded semiannually on February 1 and August 1, commencing February 1, 2011.

(3) The District anticipates receiving such amounts by way of Federal Subsidy payments. If such Federal Subsidy Payments are not received, the District is required to make the entire principal and interest payment on the Series 2010D-1 Bonds.

\* Preliminary, subject to change.

See “DISTRICT FINANCIAL MATTERS – District Debt Structure” for a debt service schedule of all District outstanding general obligation bond debt.

**Application and Investment of Bond Proceeds**

The proceeds from the sale of the Bonds will be used to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial and contingent costs in connection with the issuance of the Bonds.

A portion of the proceeds from the sale of the Bonds shall be paid to the County to the credit of the “Riverside Community College District Election of 2004 General Obligation Bonds, Series 2010D Building Fund” (the “Building Fund”). Any premium received by the County from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Riverside Community College District Election of 2004 General Obligation Bonds, Series 2010D Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used only for payment of principal or Maturity Value of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal or Maturity Value of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

Moneys in the Building Fund are expected to be invested in any one or more investments generally permitted to school districts under the laws of the State of California or as permitted by the Resolution, including guaranteed investment contracts. Moneys in the Building Fund and the Debt Service Fund are expected to be invested through the Riverside County Treasury Pool. See “RIVERSIDE COUNTY TREASURY POOL” herein.

**Redemption**

***Optional Redemption of Current Interest Bonds.*** The Current Interest Bonds maturing on or before August 1, \_\_\_ are not subject to redemption prior to their fixed maturity date. The Current Interest Bonds maturing on or after August 1, \_\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of funds, on August 1, 2017 or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount of Current Interest Bonds so redeemed, together with interest accrued thereon to the date fixed for redemption, without premium.

***Mandatory Sinking Fund Redemption of Current Interest Bonds.*** The Current Interest Bonds maturing on August 1, \_\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 2028, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Current Interest Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

**Current Interest Bonds Maturing August 1, 20\_\_**

**Redemption Date  
(August 1)**

**Principal Amount**

Total

---

(1) Final Maturity

**The Capital Appreciation Bonds are not subject to redemption prior to their stated maturity dates.**

***Optional Redemption of Series 2010D-1 Bonds.*** The Series 2010D-1 Bonds maturing on or before August 1, \_\_\_\_ are not subject to redemption prior to their fixed maturity date. The Series 2010D-1 Bonds maturing on or after August 1, \_\_\_\_ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of funds, on August 1, 20\_\_ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount of Series 2010D-1 Bonds so redeemed, together with interest accrued thereon to the date fixed for redemption, without premium.

***Extraordinary Optional Redemption of Series 2010D-1 Bonds.*** The Series 2010D-1 Bonds are subject to extraordinary redemption prior to their respective maturities on any date on or before August 1, 2020, at the option of the District, upon the occurrence of an “Extraordinary Event” from any source of available funds, in whole or in part, by lot, at the “Extraordinary Optional Make-Whole Redemption Price.” The “Extraordinary Optional Make-Whole Redemption Price” means the amount equal to the greater of the following:

(i) the issue price of the Series 2010D-1 Bonds set forth in the bond purchase agreement relating to the Series 2010D-1 Bonds (but not less than 100%) of the principal amount of the Series 2010D-1 Bonds to be redeemed; or

(ii) the sum of the present value of the remaining scheduled payments of the principal of and interest with respect to the Series 2010D-1 Bonds to be redeemed to the maturity date of such Series 2010D-1 Bonds, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010D-1 Bonds are to be redeemed, discounted to the date on which the Series 2010D-1 Bonds are to be redeemed on a semi-annual basis assuming a 360-day year containing twelve 30-day months, at the Treasury Rate, plus \_\_\_\_ basis points; plus, in each case, accrued interest on the Series 2010D-1 Bonds to be redeemed to the rate of redemption.

***Definitions Applicable to Make-Whole Prepayment Prices.*** For the purpose of determining the Extraordinary Make-Whole Redemption Price, the following definitions apply:

**“Treasury Rate”** means, with respect to any redemption date for a particular Build America Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation-indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series 2010D-1 Bonds to be redeemed; provided, however that if the period from the redemption date to the maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

**“Extraordinary Event”** means an event causing the Treasury Credit expected to be received with respect to the Series 2010D-1 Bonds to be eliminated or reduced, as reasonably determined by the District, which determination shall be conclusive, as a result of:

(i) a material adverse change to Section 54AA or 6431 of the Code,

(ii) guidance published by the Internal Revenue Service or the United States Treasury with respect to such Sections, or

(iii) a determination by the Internal Revenue Service or the United States Treasury, which determination is not the result of a failure of the Authority or the District to satisfy the requirements of Section 7.06 hereof.

**Mandatory Sinking Fund Redemption of Series 2010D-1 Bonds.** The Series 2010D-1 Bonds maturing on August 1, \_\_\_\_, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Series 2010D-1 Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

**Series 2010D-1 Bonds Maturing August 1, 20\_\_**

<b>Redemption Date (August 1)</b>	<b><u>Principal Amount</u></b>
---------------------------------------	--------------------------------

Total

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(1) Final Maturity

**Selection of Bonds for Redemption.** Whenever provision is made for the redemption of Bonds and less than all Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

**Notice of Redemption.** Notice of any redemption of Bonds will be mailed, postage-prepaid, not less than thirty nor more than forty-five days prior to the redemption date (i) to the respective Registered Owners thereof at the addresses appearing on the bond registration books of the Bond Registrar, (ii) to the Securities Depositories described below, and (iii) to one or more of the Information Services described below. Notice of redemption to the Securities Depositories and the Information Services may be given by facsimile transmission or overnight delivery service in lieu of by mail. Each notice of redemption will specify (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

“Information Services” means Financial Information, Inc.’s “Daily Called Bond Service,” 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Moody’s Municipal and Government, 5250 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bond Department; and Standard and Poor’s J.J. Kenny Information Services’ “Called Bond Record,” 55 Water Street, 45th Floor, New York, New York 10041. “Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

The actual receipt by an Owner or by any Information Service or Securities Depository of notice of such redemption shall not be a condition precedent to redemption, and neither failure to receive such notice nor any defect in such notice shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest thereon on the date fixed for redemption.

The notice or notices required for redemption will be given by the Paying Agent or its designee. A certificate by the Paying Agent that notice of call and redemption has been given to owners of Bonds and to the appropriate Securities Depositories and Information Services shall be conclusive as against all parties, and no

Owner whose Bond is called for redemption may object thereto or object to the cessation of interest on the fixed redemption date by any claim or showing that said Bondowner failed to actually receive such notice of call and redemption.

***Payment of Redeemed Bonds.*** When notice of redemption has been given substantially as described above, and, when the amount necessary for the redemption of the Bonds called for redemption (principal, interest, and premium, if any) is set aside for that purpose in the Debt Service Fund, as described below, the Bonds designated for redemption in such notice will become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the notice of redemption with the form of assignment endorsed thereon executed in blank, said Bonds will be redeemed and paid at the redemption price thereof out of the Debt Service Fund. All unpaid interest payable at or prior to the redemption date will continue to be payable to the respective Owners, but without interest thereon.

***Partial Redemption of Bonds.*** Upon the surrender of any Bond redeemed in part only, the Paying Agent will execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption is valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

***Effect of Notice of Redemption.*** If on the applicable designated redemption date, money for the redemption of the Bonds to be redeemed, together with interest to such redemption date, is held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof will have been given substantially as described above, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable.

***Bonds No Longer Outstanding.*** When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, then such Bonds will no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

## **Transfer and Exchange**

Any Bonds may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the office of the Paying Agent, initially located in Los Angeles, California, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at such office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the owner equal in the aggregate to the unmaturing principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required to exchange or transfer any Bond during the period from the 15th day of the month preceding each Interest Payment Date to such Interest Payment Date or from the sixteenth day next preceding a date for which such Bond has been selected for redemption in whole or in part.

## **Defeasance**

All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds outstanding and designated for defeasance, including all principal, Maturity Value and interest and premium, if any; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, satisfactory to the County, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all principal, Maturity Value and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any Bonds shall not have been surrendered for payment, all obligations of the District and the Paying Agent with respect to all outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the owners of the Bonds not so surrendered and paid all sums due with respect thereto.

“Government Obligations” means direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Ratings or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s or “Aaa” by Moody’s Ratings.

### **ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds of the Bonds are expected to be applied as follows: Sources of Funds

#### Sources of Funds

Principal Amount of Bonds  
Original Issue Premium  
Total Sources

#### Uses of Funds

Building Fund  
Debt Service Fund  
Costs of Issuance <sup>(1)</sup>  
Total Uses

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(1) Costs of issuance includes Underwriter’s discount, legal fees, printing and expenses, demographics and filing fees.

**RIVERSIDE COUNTY POOLED INVESTMENT FUND**

*The following information concerning Riverside County Pooled Investment Fund has been provided by Riverside County Treasurer-Tax Collector (the “County Treasurer”) and has not been confirmed or verified by the District or the Underwriter. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date. Further information may be obtained from the County Treasurer.*

The County Treasurer maintains one Pooled Investment Fund (the “PIF”) for all local jurisdictions having funds on deposit in the County Treasury. As of August 30, 2010, the portfolio assets comprising the PIF had a market value of \$5,166,434,405.70.

State law requires that all operating moneys of the County, school districts, and certain special districts be held by the County Treasurer. On June 30, 2002, the Auditor-Controller performed an analysis on the County Treasury which resulted in the identification and classification of “mandatory” vs. “discretionary” depositors. Collectively, these mandatory deposits constituted approximately 86% of the funds on deposit in the County Treasury, while approximately 14% of the total funds on deposit in the County Treasury represented discretionary deposits.

While State law permits other governmental jurisdictions, with the prior consent of the Board and the County Treasurer, to participate in the County’s PIF, none have been authorized entry, nor are any pending consideration. The desire of the County is to maintain a stable depositor base for those entities participating in the PIF.

All purchases of securities for the PIF are to be made in accordance with the County Treasurer’s 2007 Statement of Investment Policy, which is more restrictive than the investments authorized pursuant to Sections 53601 and 53635 of the California Government Code. The Policy Statement requires that all investment transactions be governed by first giving consideration to the safety and preservation of principal and liquidity sufficient to meet daily cash flow needs prior to achieving a reasonable rate of return on the investment. Investments are not authorized in reverse-repurchase agreements except for an unanticipated and immediate cash flow need that would otherwise cause the Treasurer to sell portfolio securities prior to maturity at a principal loss.

The investments in the Pooled Investment Fund as of August 31, 2010 were as follows:

	<u>Market Value</u>
Federal Agency	\$4,051,249,162
MMF	499,162,162
Commercial Paper	149,853,472
Negotiable CDs	---
Medium Term Notes	---
Municipal Bonds	25,111,651
Certificate of Deposit	---
Bond – U.S. Treasury	440,422,959
Local Agency Obligation	<u>635,000</u>
TOTAL	\$5,166,434,406
Book Yield:	0.84%
Weighted Average Maturity:	1.09 years

(1) Not rated; all other investments are government securities or rated investments.

(2) Represents Local Agency Obligations issued by the Riverside District Court Financing Corporation and March Joint Powers Redevelopment Agency.

As of August 31, 2010, the market value of the PIF was \_\_\_\_\_% of book value. The Treasurer estimates that sufficient liquidity exists within the portfolio to meet daily expenditure needs without requiring any sale of securities at a principal loss prior to their maturity.

In keeping with Sections 53684 and 53844 of the California Government Code, all interest, income, gains and losses on the portfolio are distributed quarterly to participants based upon their average daily balance except for specific investments made on behalf of a particular fund. In these instances, Sections 53844 requires that the investment income be credited to the specific fund in which the investment was made.

The Board has established an "Investment Oversight Committee" in compliance with California Government Code Section 27131. Currently, the Committee is composed of the County Finance Director, the County Treasurer-Tax Collector, the County Superintendent of Schools, a school district representative and a public member at large. The purpose of the committee is to review the prudence of the County's investment policy, portfolio holdings and investment procedures, and to make any findings and recommendations known to the Board. This committee was reorganized to conform to new State requirements requiring the County to have a local oversight committee. The committee is utilized by the County to manage, audit, and safeguard public funds and to perform other internal control measures.

The County has obtained a rating on the PIF of "AAA/MR1" from Moody's Investors Service and "AAA/V1+" rating from Fitch Ratings. There is no assurance that such ratings will continue for any given period of time or that any such rating may not be lowered, suspended or withdrawn entirely by the respective rating agency if, in the judgment of such rating agency, circumstances so warrant.

## **FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA**

*The information in this section concerning the funding of community college districts in the State of California is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable from the proceeds of an ad valorem tax levied by the County for the payment thereof. See "THE BONDS – Security and Sources of Payment."*

### **Major Revenues**

California community college districts (other than Basic Aid Districts, as described below) receive, on average, approximately 52 percent of their funds from the State, 44 percent from local sources, and 4 percent from federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery (which is less than 3 percent), and other minor sources. Local funds include property taxes, student fees, and miscellaneous sources.

Historically a community college district determined its revenue allocation using a program-based model. The model used different factors to establish support levels for five different categories at the community college district: (1) Instruction and Instructional Administration; (2) Instructional Services; (3) Student Services; (4) Operation and Maintenance of Plants; and (5) Institutional Support. Different standards were used in each category to determine funding requirements. The target allocation was obtained by calculating the exact cost of funding the specific standards in each category, on a district by district basis. The aggregate total of the financial needs of the five categories established the amount of funding a district received. State general fund moneys, local property taxes, and certain other local revenues were allocated to the community college districts based on annual State apportionments of basic and equalization aid to community college districts for general purposes computed up to a base revenue per unit of full time equivalent students ("FTES"). Such apportionments, generally speaking, amounted to the difference between a district's base revenue and its local property tax allocation and student enrollment fees. Base revenue calculations were adjusted annually in accordance with a number of factors designed primarily to provide cost of living increases and to equalize revenues among all community college districts in the State.



A bill recently passed the State's legislature ("SB 361"), and signed by the Governor on September 29, 2006, establishes a new community college funding system with immediate effect. The new system includes allocation of state general apportionment revenues to community college districts based on criteria developed by the Board of Governors of the California Community Colleges (the "Board of Governors") in accordance with prescribed statewide minimum requirements. In establishing these minimum requirements, the Board of Governors will be required to acknowledge community college districts' need to receive an annual allocation based on the number of colleges and comprehensive centers in each respective district, plus funding received based on the number of credit and noncredit FTES in each district.

SB 361 also specifies that, commencing with the 2010-11 fiscal year the minimum funding per FTES will be: (a) not less than \$\_\_\_\_\_ per credit FTES (subject to cost of living adjustments funded through the budget act in subsequent fiscal years); (b) at a uniform rate of \$\_\_\_\_\_ per noncredit FTES (adjusted for the change in cost of living provided in the budget act in subsequent fiscal years); and (c) set at \$\_\_\_\_\_ per FTES (adjusted for the change in cost of living provided in the budget act in subsequent fiscal years) for a new instructional category of "career development and college preparation." Pursuant to SB 361, the Chancellor of the California Community Colleges (the "Chancellor") will develop criteria for one-time grants for districts that would have received more funding under the prior system or a proposed rural college access grant, than under the new system and the Budget Act of 2006.

The District's base revenue per credit unit of FTES for 2007-08, 2008-09 and 2009-10 were approximately \$4,367, \$4,565 and \$4,565, respectively, and per non-credit unit of FTES for the same years were, excluding maintenance and operations appropriations, on average, approximately \$2,626, \$2,745 and \$2,745. The District expects that its base revenue per unit of FTES for 2010-11 will be approximately \$4,565, and that its base revenue per non-credit unit of FTES will be approximately \$2,745 before COLA is applied to the base and before enhanced non-credit funding is applied.

Local revenues are first used to satisfy District expenditures. The major local revenue source is local property taxes that are collected from within District boundaries. Student enrollment fees from the local community college district generally account for the remainder of local revenues for the District. Property taxes and student enrollment fees are applied towards fulfilling the District's financial need. Once these sources are exhausted, State funds are used. State aid is subject to the appropriation of funds in the State's annual budget. Decreases in State revenues may affect appropriations made by the legislature to the District. The sum of the property taxes, student enrollment fees, and State aid generally comprise the District's revenue limit.

"Basic Aid" community college districts are those districts whose local property tax and student enrollment fee collections exceed the revenue allocation determined by the program-based model. Basic Aid districts do not receive any funds from the State. The current law in California allows these districts to keep the excess funds without penalty. The implication for Basic Aid Districts is that the legislatively determined annual cost of living adjustment and other politically determined factors are less significant in determining such districts' primary funding sources. Rather, property tax growth and the local economy become the determinant factors. The District is not a Basic Aid District.

A small part of a community college district's budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations and sales of property. Every community college district receives the same amount of lottery funds per pupil from the State, however, these are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery does require the funds to be used for instructional purposes, and prohibits their use for capital purposes.

### **Tax Shifts and Triple Flip**

Assembly Bill No. 1755 ("AB 1755"), introduced March 10, 2003 and substantially amended June 23, 2003, requires the shifting of property taxes between redevelopment agencies and schools, including community college districts. On July 29, 2003, the Assembly amended Senate Bill No. 1045 to incorporate all of the provisions of AB 1755, except that the Assembly reduced the amount of the required Education Revenue Augmentation Fund ("ERAF") shift to \$135 million. Legislation commonly referred to as the "Triple Flip" was

approved by the voters on March 2, 2004, as part of a bond initiative formally known as the “California Economic Recovery Act.” This act authorized the issuance of \$15 billion in bonds to finance the 2002-03 and 2003-04 State budget deficits, which are payable from a fund established by the redirection of tax revenues through the “Triple Flip.” Under the “Triple Flip,” one-quarter of local governments’ one percent share of the sales tax imposed on taxable transactions within their jurisdiction is redirected to the State. In an effort to eliminate the adverse impact of the sales tax revenue redirection on local government, the legislation redirects property taxes in the ERAF to local government. Because the ERAF monies were previously earmarked for schools, the legislation provides for schools to receive other state general fund revenues. It is expected that the swap of sales taxes for property taxes would terminate once the deficit financing bonds are repaid, which is currently expected to occur in approximately 6 to 10 years.

## **Budget Procedures**

On or before September 15, the Board of Trustees of the District is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor’s Office of the California Community Colleges, submits to the Department of Finance (“DOF”) proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals (“BCPs”), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the governor, and by June 10 a proposed State budget is presented by the governor to the legislature. The Governor’s Budget is then analyzed and discussed in committees and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the governor issues a revised budget with changes he or she can support. The law requires the legislature to submit its approved budget by June 15, and by June 30 the governor should announce his or her line item reductions and sign the State budget. In response to growing concern for accountability and with enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), the statewide governing board of the California community colleges (the “Board of Governors”) and the Chancellor’s Office have established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California’s community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district’s financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of a district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources and (2) taking appropriate and timely follow-up action to bring about improvement in a district’s financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district’s financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district’s financial condition, the Chancellor will pay special attention to each district’s general fund balance, spending pattern, and full-time equivalent student patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor’s Office where financial solutions to the district’s problems will be addressed and implemented.

## **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Section 84030 of the California Education Code, is to be followed by all California community college districts. The Governmental Accounting Standards Board (“GASB”) has released Statement No. 35, which makes changes in the annual financial statements for, among other entities, school districts and community college districts, all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted. These requirements became effective on June 15, 2002 for the District, as well as for any other community college district with annual revenues of between \$10 million and \$100 million. Revenues are recognized in the period in which they become both

measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

The following table shows the District's general fund budgets for fiscal years 2006-07 through 2009-10, the District's audited actuals for fiscal years 2006-07 and 2008-09 and projected totals for fiscal year 2009-10. For further information, see also "APPENDIX B – EXCERPTS FROM THE DISTRICT'S 2008- 09 AUDITED FINANCIAL STATEMENTS."

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Comparison of Adopted General Fund Budgets and Actual Results**  
**for Fiscal Years 2006-07, 2007-08 and 2009-10**

	<u>Adopted Budget 2006-07</u>	<u>Audited 2006-07</u>	<u>Adopted Budget 2007-08</u>	<u>Audited 2007-08</u>	<u>Adopted Budget 2008-09</u>	<u>Audited 2008-09</u>	<u>Adopted Budget 2009-10</u>	<u>Unaudited Totals 2009-10</u>
<b>REVENUES:</b>								
Revenue limit sources	\$ 80,673,790	\$ 88,570,788	\$ 86,992,915	\$ 89,708,647	\$ 96,236,269	\$ 92,202,709	\$ 89,974,154	\$ 93,586,200
Federal revenues	9,938,459	7,689,575	10,574,534	8,185,548	11,067,128	9,463,459	17,519,186	13,180,491
Other state revenues	18,626,105	14,517,905	17,648,542	14,129,194	25,117,849	21,362,113	15,772,343	12,366,273
Other local revenues	51,821,441	48,765,352	51,476,331	52,047,914	52,275,055	52,962,748	50,729,691	48,989,724
<b>TOTAL REVENUES</b>	<b><u>\$161,059,795</u></b>	<b><u>\$159,543,620</u></b>	<b><u>\$166,692,322</u></b>	<b><u>\$164,071,303</u></b>	<b><u>\$184,696,301</u></b>	<b><u>\$175,991,029</u></b>	<b><u>\$173,995,374</u></b>	<b><u>\$168,122,688</u></b>
<b>EXPENDITURES:</b>								
Academic salaries	\$ 66,366,869	\$ 66,040,348	\$ 72,366,452	\$ 69,449,942	\$ 75,012,515	\$ 73,669,433	\$ 70,792,226	\$ 70,050,847
Classified salaries	37,558,038	34,076,663	39,881,802	37,580,340	41,737,170	40,218,258	43,843,825	41,705,917
Employee benefits	26,253,655	25,264,647	28,760,108	27,232,022	31,589,861	29,843,925	31,833,319	30,747,552
Books and supplies	5,175,362	3,909,654	4,814,932	3,977,553	4,968,061	4,375,418	4,495,782	3,667,176
Services and operating expenditures	19,748,866	17,242,049	22,969,103	17,542,802	30,190,075	24,947,101	22,680,499	17,753,535
Capital Outlay	5,320,448	5,370,011	4,394,722	4,236,134	4,520,734	4,285,417	4,211,816	3,268,276
<b>TOTAL EXPENDITURES</b>	<b><u>\$160,423,238</u></b>	<b><u>\$151,903,372</u></b>	<b><u>\$173,187,119</u></b>	<b><u>\$160,018,793</u></b>	<b><u>\$188,018,416</u></b>	<b><u>\$177,339,552</u></b>	<b><u>\$177,857,467</u></b>	<b><u>\$167,193,303</u></b>
Excess (Deficiency) of revenues over (under) Expenditures	<b><u>\$636,557</u></b>	<b><u>\$7,640,248</u></b>	<b><u>(\$6,494,797)</u></b>	<b><u>\$4,052,510</u></b>	<b><u>(\$3,322,115)</u></b>	<b><u>(\$1,348,523)</u></b>	<b><u>(\$3,862,093)</u></b>	<b><u>\$929,385</u></b>
<b>OTHER FINANCING SOURCES (USES)</b>								
Operating transfers in	\$ 1,423,325	\$ 1,380,996	\$ 1,295,010	\$ 1,133,065	\$ 1,340,636	\$ 1,210,241	\$ 3,204,056	\$ 2,916,110
Operating transfers out	(2,384,270)	(2,531,251)	(2,700,940)	(2,562,173)	(3,321,599)	(3,021,556)	(4,863,293)	(4,545,614)
Other sources	269,479	192,831	245,600	271,925	695,633	525,605	512,667	479,453
Other uses	(448,252)	(344,159)	(215,837)	(350,790)	(452,016)	(364,986)	(469,772)	(334,995)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b><u>(\$1,139,718)</u></b>	<b><u>(\$1,301,583)</u></b>	<b><u>(\$1,376,167)</u></b>	<b><u>(\$1,507,973)</u></b>	<b><u>(\$1,737,346)</u></b>	<b><u>(\$1,650,696)</u></b>	<b><u>(\$1,616,342)</u></b>	<b><u>(\$1,485,046)</u></b>
Excess of revenues and other financing sources over (under) expenditures and other uses	(\$503,161)	\$6,338,665	(\$7,870,964)	\$2,544,537	(\$5,059,461)	(\$2,999,219)	(\$5,478,435)	(\$555,661)
Beginning Fund balance, July 1	16,913,697	16,913,697	23,252,362	23,252,362	25,796,899	25,796,899	22,797,680	22,797,680
Ending Fund Balance, June 30	<b><u>\$16,410,536</u></b>	<b><u>\$23,252,362</u></b>	<b><u>\$15,381,398</u></b>	<b><u>\$25,796,899</u></b>	<b><u>\$20,737,438</u></b>	<b><u>\$22,797,680</u></b>	<b><u>\$17,319,245</u></b>	<b><u>\$22,242,019</u></b>

Source: The District.

## **Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111.**

**General** In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual K-14 funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in June 1990, among other things, changed some earlier school funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding “test” to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual cost of living adjustment (COLA) for the minimum guarantee for annual K-14 funding would be the change in California’s per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

**Calculating Minimum Funding Guarantee.** There are currently three tests which determine the minimum level of K-14 funding. Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K- 12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is 1989-90. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40 percent. Because of the major shifts of property tax from local government to community colleges and K- 12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth (ADA) and per-capita personal income COLA.

A third formula, established pursuant to Proposition 111 as “Test 3,” provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one- half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per- pupil total spending.

## State Assistance

*California community college districts' principal funding formulas and revenue sources are derived from the budget of the State of California. The following information concerning the State of California's budgets has been obtained from publicly available information which the District believes to be reliable; however, either the District nor the Underwriter takes any responsibility as to the accuracy or completeness thereof and has not independently verified such information.*

**Recent State Budgets.** Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated in this Official Statement by reference.

- The California State Treasurer Internet home page at [www.treasurer.ca.gov](http://www.treasurer.ca.gov), under the heading "Bond Information," posts various State of California Official Statements, many of which contain a summary of the current State Budget, past State Budgets, and the impact of those budgets on school districts in the State.
- The California State Treasurer's Office Internet home page at [www.treasurer.ca.gov](http://www.treasurer.ca.gov), under the heading "Financial Information," posts the State's audited financial statements. In addition, the Financial Information section includes the State's Rule 15c2-12 filings for State bond issues. The Financial Information section also includes the Overview of the State Economy and Government, State Finances, State Indebtedness, Litigation from the State's most current Official Statement, which discusses the State budget and its impact on school districts.
- The California Department of Finance's Internet home page at [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget," includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst's Office (the "LAO") prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at [www.lao.ca.gov](http://www.lao.ca.gov) under the heading "Subject Area – Budget (State)."

**2009-10 Adopted State Budget.** On January 9, 2009, the Governor submitted his proposed 2009-10 Budget (the "2009-10 Proposed Budget") to the State Legislature. The 2009-10 Proposed Budget proposed \$41.7 billion in budgetary solutions to close a \$39.6 billion gap and establish a \$2.2 billion reserve. Subsequently, on February 19, 2009, the California Legislature approved a budget package (the "Budget Package"), which included revisions to the then -current 2008-09 Budget and adoption of the 2009-10 Budget, thus covering a 17-month period ending July 1, 2010. The Governor signed the Budget Package, using his veto power to achieve additional savings, including replacing general fund appropriations for higher education with federal funds. On February 13, 2009, the U.S. Congress had approved the American Recovery and Reinvestment Act, committing a total of \$787 billion nationwide, including an estimated \$31 billion in aid to the State and billions more nationwide in competitive grants, about \$8 billion of which would be available in 2008-09 and 2009-10.

On July 1, 2009, the Governor declared a fiscal emergency and ordered a special session of the Legislature to solve the State's deficit, ordered State employees. implemented State furlough days and proposed further cuts school spending. On July 2, 2009, the State began issuing registered warrants, or IOU's, to several classes of creditors, including certain local governments.

On July 24, 2009, the California Legislature approved amendments to the 2009-10 Budget and the Governor signed the 2009-10 Budget on July 28, 2009, which included reductions in spending (\$84 billion, down from nearly \$91.7 billion in 2008-09 and nearly \$103 billion in 2007-08) through reductions in K-14 education and Cal State University and UC systems spending, implementation of State furlough days, and cuts

in health and human services, including Medicaid. The approved amendments included borrowing from local governments (to be repaid with interest under Proposition 1A) and various accounting shifts to generate additional revenues in the 2009-10. The Governor made nearly \$500 million in additional cuts to social services, state prisons and higher education, and providing for a general fund reserve of \$500 million.

Under the amended 2009-10 Budget, total Proposition 98 funding was reduced by \$2.1 billion in 2008-09 and \$4.5 billion in 2009-10. However, Proposition 98 general fund savings were \$5.3 billion in 2009-10 because of a property tax shift of \$850 million from redevelopment agencies to schools.

With respect to K-14 education, prior categorical cuts would be restored in 2009-10 but an equal amount of approximately \$250 per ADA would be reduced from revenue limits statewide. In addition, general purpose spending for local educational agencies would be cut, resulting in cuts of approximately \$390 per ADA for K-14 Districts. In addition, \$1.7 billion in 2009-10 payments would be deferred from April and May into August of fiscal year 2010-11. Additional changes include provisions to permit school districts to reduce the number of school days by five days to 175 days through 2012-13 and lowering the reserve requirement for economic uncertainty to one-third of the usual requirement.

With respect to redevelopment agencies, the 2009-10 Budget included taking \$2.05 billion in redevelopment funds (\$1.7 billion in 2009-10 and \$350 million in 2010-11), to be deposited in county "Supplemental" Educational Revenue Augmentation Funds ("SERAF") in order to meet the State's Proposition 98 obligations to schools. The structure for taking redevelopment revenue is similar to the 2008-09 trailer bill, AB 1389, which attempted to take \$350 million. The Department of Finance will determine each agency's SERAF payment by November 15 of each year, calculated based on half of each agency's net tax increment (net of pass-throughs) and half on gross tax income. Payments are due by May 10 of the applicable year and agencies that do not make their payment by this date must increase their housing set aside to 25% for the remainder of the redevelopment project area's life. The increased housing set-aside lasts until the required payments have been made and means that an agency could not adopt a new redevelopment plan, amend an existing plan to add territory, issue bonds, further encumber funds or expend any moneys derived from any source except to pay pre-existing indebtedness, contractual obligations and 75% of the amount expended on agency administration for the preceding fiscal year.

The California Redevelopment Association ("CRA") filed a lawsuit to challenge the State's taking redevelopment funds approved in the budget amendments. The CRA was successful in overturning the ERAF shift authorized by AB 1389 in 2008-09. On May 4, 2010, the Superior Court ruled that the 2009 SERAF Legislation is constitutional. However, the CRA has announced that it will appeal the judgment of the Superior Court and that it will seek a temporary stay of the judgment from the California Court of Appeal pending the appeal.

**2010-11 Proposed State Budget.** Set forth below is a summary of information available with respect to the 2010-11 State Budget.

January 8, 2010 – 2010-11 Proposed Budget Submitted by Governor to Legislature. The Governor submitted his 2010-11 Budget (the "2010-11 Proposed Budget") to the State Legislature. The 2010-11 Proposed Budget assumed that, without corrective action, the State would face a deficit of \$19.9 billion at the end of 2010-11. The 2010-11 Proposed Budget cuts health programs (\$2.9 billion); includes extensive cuts to welfare programs; corrections cuts of (\$1.2 billion); assumes \$6.9 billion increase in federal aid; extends temporary tax increases adopted as part of 2009-10 State Budget; and delays implementation of tax breaks adopted as part of 2009-10 State Budget.

January 12, 2010 – LAO Report: Overview of the Governor's Budget. On January 12, 2010, the LAO commented on the 2010-11 Proposed Budget, stating that the Governor's estimate of a \$18.9 billion budget problem is reasonable but is \$3.1 billion smaller than the LAO estimates and may be exacerbated by various lawsuits. The LAO also noted that the Governor's plan relies heavily on federal relief, which the state is unlikely to receive in the amounts requested. The Legislature needs to assume that the federal relief will total billions less

than the Governor budgets for and will need to make difficult decisions regarding both revenues and spending and needs to make many key decisions by the end of March in order to implement them for the next fiscal year.

February 25, 2010 – LAO Report. The LAO released a report commenting on the 2010- 11 Proposed Budget’s Proposition 98 and K-1 2 Education proposals. The LAO report states that the Governor’s Proposed Budget would result in reductions in Proposition 98 funding levels from what is currently required by approximately \$2.2 billion in 2009-10 and approximately \$3.2 billion in 2010-11. K-12 revenue limit funding would be cut by \$1.5 billion and virtually all education mandates would be suspended in 2010-11. These reductions are based in part on his interpretation of “minimum guarantee” as described under “Proposition 98 Funding” above. According to the LAO report, the 2010-11 Proposed Budget takes steps in the right direction by reducing costs, providing flexibility and seeking federal funding, but it also misses opportunities for meaningful reform and is based on several assumptions that, if they do not come to pass, would render the plan unworkable.

March 1, 2010. The Governor signed AB X85 which implemented funding deferrals for numerous state and local agencies, including the community colleges. For the community colleges, the bill requires that \$131 million of the scheduled March 2010 payment (including both general apportionments and categorical funds) be deferred until as late as May 1, 2010. However, better than projected cash receipts resulted in this deferral not being implemented for the community colleges.

May 12, 2010 – Governor Submits May Revision to 2010-11 Budget. The Governor submitted a revised 2010-11 Budget which calls for \$12.4 billion in spending cuts to help bridge a \$20 billion deficit over the next fiscal year. The Governor’s May 2010 Budget Revision estimates a general fund budget gap of \$19.1 billion, \$7.7 billion for the 2009-10 fiscal year, \$10.2 billion for the 2010-11 fiscal year, and a modest reserve of \$1.2 billion. The May Revision proposes \$12.4 billion in spending reductions and alternative funding solutions, representing two-thirds of the solutions, borrowing and fund shifts totaling approximately 10% of the solutions and approximately 5% of the package relies on new revenues. Major spending reduction proposals include reductions of \$4.3 billion of Proposition 98 spending, including the elimination of need-based, subsidized childcare, reductions of \$2.1 billion by reducing state employees pay and staffing and shifting pension costs to employees, and the elimination of the CalWORKs program, which provides cash grants and welfare -to-work services, representing \$1.2 billion in savings.

For the California Community Colleges, the May Revision remained virtually unchanged from the Governor’s Budget released in January with 2.2 percent enrollment growth (\$126 million) and - 0.38% COLA (- \$22.9 million). While the economic factors used to calculate the COLA have changes slightly since January, the Administration chose not to update this figure. The revision also included a downward revision of \$6 million in 2010 -11 local property tax revenues. The Governor proposes an augmentation of \$6 million in state funding to offset this reduction and a reduction of approximately \$6 million in federal TANF funds as a result of his proposed elimination of the CalWORKs program. In addition, the Governor proposed that the \$26.7 million in state funding previously provided for CCC Cal WORKs be redirected to support any categorical expenditure through the Categorical Flexibility provision.

The May Revision noted that the state continues to face an extremely tight cash position. While no new proposals are made to address these challenges, the Governor does indicate that the Department of Finance, State Controller, and State Treasurer will continue to monitor the situation and present additional solutions as needed. This indicates a risk of additional funding deferrals being enacted.

May 18, 2010 - LAO Report. On May 18, 2010, the LAO published its comments on the May Revision stating that the Governor’s estimate of the budget shortfall is reasonable. However, the LAO Report advises the Legislature to reject the Governor’s most drastic spending cuts, particularly the elimination of CalWORKs and child care funding, instituting instead the LAO’s alternative spending reduction proposals, and adopting selective revenue increases from fee increases and other non-tax revenues and targeted tax increases. Additionally, the LAO Report urges the Legislature to suspend Proposition 98 if the minimum guarantee is above the level that the state can afford. The LAO predicts that even if the Legislature approves all of the



painful cuts and realizes the savings assumed by the Governor's May Revision, a multibillion-dollar operating deficit between \$4 billion and \$7 billion is likely to persist in future years.

July 1, 2010: 2010-11 Fiscal Year Begins. The June 15, 2010 deadline for the State legislature to pass the State Budget bill has passed and the 2010-11 Budget Act, which must be approved by a two-thirds majority vote of each House of the Legislature, has not yet been approved. The District cannot predict when the 2010 -11 State Budget will be approved or what impact it might have on the District's finances.

August 4, 2010: The Conference Committee adopted the 2010-11 Education Budget. Following the issuance of the May Revision, each house of the California legislature reviews the Governor's proposal and issues their own budget proposals. Those two proposals are then sent to a conference committee consisting of representatives from the Assembly and the Senate, with the resulting proposal being named the Conference Committee Proposal.

The Conference Committee proposal for Community Colleges includes the Governor's proposed \$126 million for enrollment growth funding (2.21 percent) but rejects negative COLA (\$23 million). In addition, the proposal has funding of \$35 million to backfill the 2009-10 one - time federal ARRA funding directed to categorical programs and a \$25 million augmentation for the Economic and Workforce Development program to support workforce training enrollments.

*Information about State budgets is regularly available at various State-maintained websites. See: [www.dof.ca.gov](http://www.dof.ca.gov), under the heading "California Budget". Additionally, an impartial analysis of the budget is posted by the Office of the Legislative Analyst at [www.lao.ca.gov](http://www.lao.ca.gov). The information referred to is prepared by the respective State agency maintaining each website and not by the District, and the District takes no responsibility for the continued accuracy of the internet addresses or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated in this Official Statement by these references.*

***Uncertainty Regarding Future State Budgets.*** The District cannot predict what actions will be taken in future years by the State Legislature and the Governor to address the State's current or future budget deficits. Future State budgets will be affected by national and state economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its budgets.

**The State has not entered into any contractual commitment with the District, the County, or the Owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the State sources of information listed above are reliable, the District does not assume any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein.**

## **2010 Legal Challenge to State Funding of Education**

The application of Proposition 98 and other statutory regulations has become increasingly difficult to predict accurately in recent years. For a discussion of how the provisions of Proposition 98 have been applied to school funding see "DISTRICT FINANCIAL INFORMATION - State Funding of Education and Recent State Budgets."

On May 20, 2010, a plaintiff class of numerous current California public school students and the Alameda Unified, Alpine Union, Del Norte County Unified, Folsom Cordova Unified, Hemet Unified, Porterville Unified, Riverside Unified, San Francisco Unified, and Santa Ana Unified School Districts, together with the California Congress of Parents, Teachers & Students, the Association of California School Administrators and the California School Boards Association filed suit in Alameda County Superior Court challenging the system of financing for public schools in California as unconstitutional. In *Maya Robles -Wong, et al. v. State of California*, plaintiffs seek declaratory and injunctive relief, including a permanent injunction

compelling the State to abandon the existing system of public school finance. The District cannot predict the outcome of the *Robles-Wong* litigation, however, if successful, the lawsuit could result in a change in how school finance is implemented in the State of California.

## **CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS**

*The principal of and interest on the Bonds are payable from the proceeds of an ad valorem tax levied by the County for the payment thereof. (See “THE BONDS – Security and Sources of Payment”) Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District’s voters in compliance with Article XIII A, Article XIII C, and all applicable laws.*

### **Article XIII A of the California Constitution**

Article XIII A of the State Constitution (“Article XIII A”) limits the amount of *ad valorem* taxes on real property to 1% of “full cash value” as determined by the county assessor. Article XIII A defines “full cash value” to mean “the county assessor’s valuation of real property as shown on the 1975-76 bill under ‘full cash value,’ or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment,” subject to exemptions in certain circumstances of property transfer or reconstruction. The “full cash value” is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A requires a vote of two-thirds of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (i) on any indebtedness approved by the voters prior to July 1, 1978, or (ii) as the result of an amendment approved by State voters on July 3, 1986, on any bonded indebtedness approved by two-thirds of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (iii) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% or more of the votes cast of the proposition, but only if certain accountability measures are included in the proposition. In addition, Article XIII A requires the approval of two-thirds of all members of the state legislature to change any state taxes for the purpose of increasing tax revenues.

### **Legislation Implementing Article XIII A**

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

That portion of annual property tax revenues generated by increases in assessed valuations within each tax rate area within a county, subject to redevelopment agency, if any, claims on tax increment and subject to changes in organizations, if any, of affected jurisdictions, is allocated to each jurisdiction within the tax rate area in the same proportion that the total property tax revenue from the tax rate area for the prior year was allocated to such jurisdictions.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Beginning in fiscal year 1981-82, assessors in California no longer record property values on tax rolls at the assessed value of 25% of market value which was expressed as \$4 per \$100 of assessed value. All taxable property is now shown at 100% of assessed value on the tax rolls. Consequently, the tax rate is expressed as \$1 per \$100 of taxable value. All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

### **Unitary Property**

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions (“unitary property”). Under the State Constitution, such property is assessed by the State Board of Equalization (“SBE”) as part of a “going concern” rather than as individual pieces of real or personal property. State- assessed unitary and certain other property is allocated to the counties by SBE, taxed at special countywide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State’s methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. See “FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – Major Revenues” herein.

### **Article XIII B of the California Constitution**

Article XIII B of the State Constitution (“Article XIII B”), as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

(a) “change in the cost of living” with respect to school districts to mean the percentage change in California per capita income from the preceding year, and

(b) “change in population” with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after December 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986/87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a)

regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See "Propositions 98 and 111" below.

### **Article XIII C and Article XIII D of the California Constitution**

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "Article XIII C" and "Article XIII D"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as community college districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one percent *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

### **Proposition 98**

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act, have, however, been modified by

Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K- 12 school districts and community college districts (hereinafter referred to collectively as "K- 14 school districts") at a level equal to the greater of (a) the same percentage of General Fund revenues as the percentage appropriated to such districts in 1986-87, or (b) the amount actually appropriated to such districts from the State general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period. The current level of guaranteed funding pursuant to Proposition 98 is 34.55% of the State general fund.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K- 14 school districts. Any such transfer to K- 14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of State general fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

### **Proposition 111**

On June 5, 1990, the voters of California approved the "Traffic Congestion Relief and Spending Limitation Act of 1990 ("Proposition 111"), which modified the State Constitution to alter the Article XIII B spending limit and the education funding provisions of Proposition 98. Proposition 111 took effect on July 1, 1990.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess is to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.
- c. Exclusions from Spending Limit. Two new exceptions have been added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, excluded are all

appropriations for “qualified capital outlay projects” as defined by the Legislature. Second, excluded are any increases in gasoline taxes above the current nine cents per gallon level, sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990.

- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K- 14 school districts were guaranteed the greater of (1) a certain percentage of State general fund revenues (the “first test”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the “second test”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

### **Proposition 39**

On November 7, 2000, California voters approved an amendment (commonly known as Proposition 39) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55 percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1 percent limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K- 12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1 percent of the value of property. Property taxes may only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55 percent vote requirement would apply only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55 percent of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for a high school or elementary school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

## **Proposition 1A**

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State can not (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State was allowed to shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions were met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

A fiscal emergency was declared and the suspension of Proposition 1A was passed by the California Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget package on July 28, 2009. Under the provision, the State borrowed eight percent of the amount of property tax revenue apportioned to cities, counties and special districts. The state is required to repay those obligations plus interest by June 30, 2013. Also authorized under ABX4 14 and ABX4 15 was the Proposition 1A Securitization Program instituted by California Communities to enable local agencies to sell their respective Proposition 1A Receivables to California Communities. SB 67 clarified specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities was allowed to simultaneously purchase Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State would shift property taxes from local agencies). The purchase price paid to the local agencies equaled 100% of the amount of the property tax reduction.

## **Future Initiatives**

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 39, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

## **RIVERSIDE COMMUNITY COLLEGE DISTRICT**

*The information in this section concerning the operations of the District and the District's finances are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable from the proceeds of an ad valorem tax levied by the County for the payment thereof. See "THE BONDS – Security and Sources of Payment."*

## **General**

The Riverside Community College District, located in Riverside, California, serves western Riverside County which encompasses 440 square miles. It contains the Riverside Unified, Alvord Unified, Corona/Norco Unified, Jurupa Unified, Moreno Valley Unified and Val Verde School Districts. The District was founded in 1916.

The District provides educational services on three campuses, Riverside City, Moreno Valley and Norco. The campuses served approximately 31,566 full-time equivalent students in 2008-09, and approximately 31,696 full-time equivalent students in 2009-10. Estimated enrollment for 2010-11 is 28,596 full-time equivalent students. There are approximately 2,472 persons employed by the District. The District offers a broad-based curriculum and basic transfer programs to four-year colleges and universities in California. While recognizing the importance of general education, the District also provides specialized programs leading directly to employment and to improving the skill and knowledge of those already employed in the work force. Such efforts include the District's highly successful nursing and automotive technology programs. In addition, the District provides a wide variety of educational and special interest non-credit courses through its Community Education program.

**Administration**

The District is governed by a five-member Board of Trustees, each member of which is elected to a four-year term. Elections for positions to the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their offices and the dates their terms expire, are listed below:

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Virginia Blumenthal	President	December 2010
Janet Green	Vice President	December 2010
Mark A. Takano	Secretary	December 2012
Jose Medina	Board Member	December 2010
Mary Figueroa	Board Member	December 2012

Dr. Gregory Gray, the Chancellor of the District, is responsible for administering the affairs of the District in accordance with the policies of the Board. Dr. James L. Buysse is the Vice Chancellor, Administration and Finance.

**Enrollment**

The following table shows the District's full-time equivalent students ("FTES") for fiscal years 2001-02 through 2009-10, and projected FTES for fiscal year 2010-11:

<u>Year</u>	<u>FTES</u>
2000-01	21,578
2001-02	23,677
2002-03	23,721
2003-04	23,423
2004-05	25,088
2005-06	26,789
2006-07	24,404
2007-08	27,529
2008-09	31,566
2009-10	31,696
2010-11 <sup>(1)</sup>	28,596

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(1) Projected  
Source: The District.



## Labor Relations

The District employs 414 full-time certified professionals and 617 full-time classified employees and managers. In addition, the District employs 1,441 part-time faculty and staff. These employees, except management, confidential and some part-time employees, are represented by two bargaining units as noted below:

### RIVERSIDE COMMUNITY COLLEGE DISTRICT Labor Relations Organizations

<u>Labor Organization</u>	Number of Full Time <u>Employees In</u> <u>Organization</u>	<u>Contract Expiration</u> <u>Date</u>
California School Employees Association	496	June 30, 2011
California Teachers Association	1,344	June 30, 2012

*Source: The District*

## Retirement Programs

The District participates in the State of California Teachers Retirement System ("STRS"). This plan covers all full-time and most part-time certificated employees. The District's contribution to STRS was \$5,560,377 in fiscal year 2008-09, \$5,415,308 in fiscal year 2009-10, and is projected to be \$5,506,936 in fiscal year 2010-11. In order to receive STRS benefits, an employee must be at least 55 years old and have provided five years of service to California public schools.

The District also participates in the State of California Public Employees Retirement System ("PERS"). This plan covers all classified personnel who are employed more than four hours per day. The District's contribution to PERS was \$3,263,162 in fiscal year 2008-09, \$3,560,099 in fiscal year 2009-10, and is projected to be \$4,130,196 in fiscal year 2010-11. In order to receive PERS benefits, an employee must be at least 50 years old and have provided five years of service to California public schools.

Contribution rates to these two retirement systems vary annually depending on changes in actuarial assumptions and other factors, such as changes in benefits. The contribution rates are based on statewide rates set by the STRS and PERS retirement boards. STRS has substantial statewide unfunded liability. Since this liability has not been broken down by each school district, it is impossible to determine the District's share.

## Other Postemployment Benefits

The District provides postemployment health care benefits for retired employees in accordance with approved Board policy. The Riverside Community College District Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Membership of the Plan consists of 65 retirees and beneficiaries currently receiving benefits and 802 active plan members.

The contribution requirements of plan members and the District are established and may be amended by the District and the District's bargaining units. The required contribution is based on projected pay-as-you-go financing requirements with an additional amount to prefund benefits as determined annually through agreements between the District and the bargaining units. For fiscal year 2008-2009, the District contributed \$517,462 to the Plan, all of which was used for current premiums.

The District's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the payments of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal

cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding costs) over a period not to exceed 30 years. The following table shows the components of the District’s annual OPEB cost for the year, the amount actually contributed to the Plan, and changes in the District’s net OPEB obligation to the Plan:

Annual required contribution	\$1,474,187
Annual OPEB cost (expense)	<u>517,462</u>
Increase in net OPEB obligation	956,725
Net OPEB obligation, July 1, 2008	---
Net OPEB obligation, June 30, 2009	<u>\$ 956,725</u>

The annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation for 2009 was as follows:

<b><u>Annual Required Contribution</u></b>	<b><u>Percentage Contributed</u></b>	<b><u>Net OPEB Obligation</u></b>
\$1,474,187	35.1%	\$956,725

Actuarial valuation of an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contribution of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information, follows the notes to the financial statements and presents multiyear trend information about whether the actuarial value of Plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. Since this is the first year of implementation, only the current year information is presented.

Projections of benefits for financial reporting purposes are based on the substantive Plan (the Plan as understood by the employer and the Plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and the Plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short- term volatility in actuarial accrued liabilities and the actuarial values of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2007, actuarial valuation, the unit credit cost method was used. The actuarial assumptions include healthcare cost trend rates ranged from an initial ten percent to an ultimate rate of five percent. The UAAL is being amortized at a level dollar method. The remaining amortization period at July 1, 2007, was 30 years. The actuarial value of assets was not determined in this actuarial valuation. As of June 30, 2009, the District finances its OPEB contributions using a pay-as-you-go method. The District has not established a plan or equivalent arrangement that contains an irrevocable trust.

### **Joint Powers Authorities**

The District participates in three joint powers agreements with the following entities (each a “JPA”): the school’s Excess Liability Fund, the Riverside Community College - County Superintendent Self- Insurance Program for Employees, and the Riverside Employers/Employees Plan for property and liability, workers’ compensation and dental insurance. The relationship between the Riverside Community College District and the JPAs are such that the JPAs are not component units of the Riverside Community College District for financial reporting purposes.

Based upon prior claims experiences, the District believes that it has adequate insurance coverage

## **DISTRICT FINANCIAL MATTERS**

### **General**

The economic position of the District is closely tied to the State of California as State apportionments, and property taxes represent approximately 87.11 percent of the total sources of revenue received within the unrestricted General Fund. The District increased reported FTES during fiscal year 2008-2009. Due to significant declines in apportionment funding from the State in fiscal years 2008-2009 and 2009-2010, the District plans to offer 1,000 fewer sections to reduce costs and the number of unfunded FTES. The District's fiscal year 2009-2010 adopted budget also contains other targeted expenditures reductions to be budgeted totaling approximately \$9.0 million to align spending with available funds. The District continues to monitor enrollment and operating costs of the District to ensure ongoing financial stability and retain the reserve levels required by Board Policy and the State System's Office.

### **District Financial Statements**

Excerpts from the audited financial statements of the District for Fiscal Year 2008-09 are attached hereto as APPENDIX B. The financial statements should be read in their entirety. The information set forth herein does not purport to be a summary of the District's financial statements.

### **Accounting Practices**

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Section 84030 of the California Education Code, is to be followed by all California community college districts. The Governmental Accounting Standards Board ("GASB") has released (i) Statement No. 34, which makes changes in the annual financial statements for all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted, and (ii) Statement No. 35, which makes changes in the required content and format of annual financial statements for public colleges and universities. These requirements became effective on June 15, 2002 for the District, as well as for any other governmental agency with annual revenues of between \$10 million and \$100 million. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

### **Comparative Financial Statements**

The following table reflects the District's audited revenues, expenditures and fund balances for fiscal years 2005-06 through 2008-09 and unaudited final results for fiscal year 2009-10.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Summary of General Fund Revenues, Expenditures and Changes in Fund Balances**  
**for Fiscal Years 2005-06 through 2009-10**

	Audited 2005-06	Audited 2006-07	Audited 2007-08	Audited 2008-09	Unaudited 2009-10
<b>REVENUES:</b>					
Revenue limit sources	\$ 67,520,611	\$ 88,570,788	\$ 89,708,647	\$ 92,202,709	\$ 93,586,200
Federal revenues	7,830,737	7,689,575	8,185,548	9,463,459	13,180,491
Other state revenues	11,873,262	14,517,905	14,129,194	21,362,113	12,366,273
Other local revenues	<u>51,461,823</u>	<u>48,765,352</u>	<u>52,047,914</u>	<u>52,962,748</u>	<u>48,989,724</u>
<b>TOTAL REVENUES</b>	<b><u>\$138,686,433</u></b>	<b><u>\$159,543,620</u></b>	<b><u>\$164,071,303</u></b>	<b><u>\$175,991,029</u></b>	<b><u>\$168,122,688</u></b>
<b>EXPENDITURES:</b>					
Academic salaries	\$ 58,378,896	\$ 66,040,348	\$ 69,449,942	\$ 73,669,433	\$ 70,050,847
Classified salaries	29,167,763	34,076,663	37,580,340	40,218,258	41,705,917
Employee benefits	22,765,123	25,264,647	27,232,022	29,843,925	30,747,552
Books and supplies	3,390,317	3,909,654	3,977,553	4,375,418	3,667,176
Services and operating expenditures	15,487,990	17,242,049	17,542,802	24,947,101	17,753,535
Capital Outlay	<u>8,774,817</u>	<u>5,370,011</u>	<u>4,236,134</u>	<u>4,285,417</u>	<u>3,268,276</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$137,964,906</u></b>	<b><u>\$151,903,372</u></b>	<b><u>\$160,018,793</u></b>	<b><u>\$177,339,552</u></b>	<b><u>\$167,193,303</u></b>
Excess (Deficiency) of revenues over (under) Expenditures	<b><u>\$721,527</u></b>	<b><u>\$7,640,248</u></b>	<b><u>\$4,052,510</u></b>	<b><u>(\$1,348,523)</u></b>	<b><u>\$929,385</u></b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	\$ 2,683,431	\$ 1,380,996	\$ 1,133,065	\$ 1,210,241	\$ 2,916,110
Operating transfers out	(2,636,491)	(2,531,251)	(2,562,173)	(3,021,556)	(4,545,614)
Other sources	192,008	192,831	271,925	525,605	479,453
Other uses	(336,723)	(344,159)	(350,790)	(364,986)	(334,995)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b><u>(\$97,775)</u></b>	<b><u>(\$1,301,583)</u></b>	<b><u>(\$1,507,973)</u></b>	<b><u>(\$1,650,696)</u></b>	<b><u>(\$1,485,046)</u></b>
Excess of revenues and other financing sources over (under) expenditures and other uses	\$ 623,752	\$ 6,338,665	\$ 2,544,537	(\$ 2,999,219)	(\$ 555,661)
Beginning Fund balance, July 1	<u>16,289,945</u>	<u>16,913,697</u>	<u>23,252,362</u>	<u>25,796,899</u>	<u>22,797,680</u>
Ending Fund Balance, June 30	<b><u>\$16,913,697</u></b>	<b><u>\$23,252,362</u></b>	<b><u>\$25,796,899</u></b>	<b><u>\$22,797,680</u></b>	<b><u>\$22,242,019</u></b>

*Source: The District*

For the fiscal years ended June 30, 2003 and later, the District has implemented Government Accounting Standard Board Statements Nos. 34 and 35. Among the changes implemented under these revised accounting rules is a change in the financial reporting format. The revised reporting format provides a comprehensive entity-wide perspective of the District's assets, liabilities, and cash flows and replaces the fund-group perspective previously required. The following table reflects the District's financial data for fiscal years 2006-07 through 2008-09 and unaudited final data for 2009-10 under the revised reporting format:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Statement of**  
**Revenues, Expenditures and Changes in Net Assets**  
**(Revised Reporting Format)**

	<u>Audited</u> <u>2006-07</u>	<u>Audited</u> <u>2007-08</u>	<u>Audited</u> <u>2008-09</u>	<u>Unaudited</u> <u>2009-10</u>
<b>OPERATING REVENUES</b>				
Tuition and Fees	\$18,278,142	\$17,220,116	\$20,344,186	\$25,287,574
Less: Scholarship discounts and allowances	<u>(5,354,970)</u>	<u>(4,726,243)</u>	<u>(6,568,018)</u>	<u>(10,154,399)</u>
Net tuition and fees	12,923,172	12,493,873	13,776,168	15,133,175
Other Operating Revenue	<u>1,631</u>	<u>98,054</u>	<u>21,531</u>	<u>0</u>
<b>TOTAL OPERATING REVENUES</b>	<b><u>\$12,924,803</u></b>	<b><u>\$12,591,927</u></b>	<b><u>\$13,797,699</u></b>	<b><u>\$15,133,175</u></b>
<b>OPERATING EXPENSES</b>				
Salaries	\$101,977,931	\$110,676,431	\$115,416,313	\$114,388,450
Employee benefits	22,889,973	24,535,244	28,685,083	25,142,863
Supplies, materials and other operating expenses and services	29,779,736	29,979,694	39,047,761	29,484,240
Student Financial Aid	13,680,879	18,458,245	24,837,204	36,000,000
Equipment, maintenance, and repairs	4,239,456	5,252,176	4,721,534	8,000,000
Depreciation	<u>5,165,636</u>	<u>5,917,666</u>	<u>8,242,147</u>	<u>10,000,000</u>
<b>TOTAL OPERATING EXPENSES</b>	<b><u>\$177,733,611</u></b>	<b><u>\$194,819,456</u></b>	<b><u>\$220,950,042</u></b>	<b><u>\$223,015,553</u></b>
<b>OPERATING LOSS</b>	<b><u>(\$164,808,808)</u></b>	<b><u>(\$182,227,529)</u></b>	<b><u>(\$207,152,343)</u></b>	<b><u>(\$207,882,378)</u></b>
<b>NONOPERATING REVENUES (EXPENSES)</b>				
State apportionments, non-capital	\$88,436,441	\$89,611,058	\$92,108,018	\$93,478,402
Federal	19,939,276	25,132,430	32,754,061	48,021,261
State	11,874,851	11,801,545	19,284,379	9,540,860
Local property taxes levied for general purposes	29,604,089	32,330,029	31,955,768	28,277,296
Local property taxes levied for capital debt	13,496,402	11,565,586	11,139,248	9,685,568
State taxes and other revenues	4,529,367	4,287,522	4,072,155	4,901,096
Investment income, net	4,170,219	7,445,762	3,529,205	1,424,339
Interest expense on capital related debt	(3,928,624)	(7,839,793)	(7,499,410)	(8,000,000)
Interest income on capital asset-related debt, net	412,550	679,403	369,969	(3,484,326)
Other non-operating revenues	<u>12,190,417</u>	<u>11,398,245</u>	<u>12,281,649</u>	<u>13,917,314</u>
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b><u>\$180,724,988</u></b>	<b><u>\$186,411,787</u></b>	<b><u>\$199,995,042</u></b>	<b><u>\$197,761,810</u></b>
<b>GAIN (LOSS) BEFORE OTHER REVENUES</b>	<b><u>\$15,916,180</u></b>	<b><u>\$4,184,258</u></b>	<b><u>(\$7,157,301)</u></b>	<b><u>(\$10,120,568)</u></b>
<b>OTHER REVENUES</b>				
State revenues, capital	\$9,619,978	\$7,298,445	\$13,148,656	\$10,959,353
Gain (Loss) on disposal of assets	<u>---</u>	<u>(389,862)</u>	<u>---</u>	<u>0</u>
<b>TOTAL OTHER REVENUES</b>	<b><u>\$9,619,978</u></b>	<b><u>\$6,908,583</u></b>	<b><u>\$13,148,656</u></b>	<b><u>\$10,959,353</u></b>
<b>NET INCREASE IN NET ASSETS</b>	\$ 25,536,158	\$ 11,092,841	\$ 5,991,355	\$ 838,785
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>143,927,018</u>	<u>169,463,176</u>	<u>180,556,017</u>	<u>186,547,372</u>
<b>NET ASSETS, END OF YEAR</b>	<b><u>\$169,463,176</u></b>	<b><u>\$180,556,017</u></b>	<b><u>\$186,547,372</u></b>	<b><u>\$187,386,157</u></b>

Source: The District.

**Ad Valorem Property Taxation**

District property taxes are assessed and collected by the County at the same time and on the same tax rolls as are county, city and special district taxes. Assessed valuations are the same for both District and County taxing purposes.

The valuation of secured property is established as of January 1 and is subsequently equalized in August. Property taxes are payable in two installments due November 1 and February 1, respectively, and become delinquent on December 10 and April 10 for each respective installment. Taxes on unsecured property (personal property and leasehold) are due on August 31 of each year based on the preceding fiscal year's secured tax rate and become delinquent on October 31.

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in tax bases to such entities may be affected by the establishment of redevelopment agencies which, under certain circumstances, may be entitled to revenues resulting from the increase in certain property values.

For assessment and collection purposes, property is classified as either "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is the part of the assessment roll containing State-assessed property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Unsecured property comprises all property not attached to land such as personal property or business property. Boats and airplanes are examples of unsecured property. Unsecured property is assessed on the "unsecured roll."

The following table represents the ten-year history of assessed valuations in the District:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Assessed Valuations**  
**Fiscal Year 2000-01 through 2010-11**

	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2000-01	\$31,378,164,982	\$52,368,568	\$1,887,550,262	\$33,318,083,812
2001-02	34,441,981,474	52,420,492	2,191,458,212	36,685,860,178
2002-03	37,741,392,325	50,079,728	2,512,284,792	40,303,756,845
2003-04	41,739,002,603	42,700,414	2,424,297,600	44,206,000,617
2004-05	47,923,316,465	50,568,694	2,533,766,343	50,507,651,502
2005-06	56,723,300,750	40,456,349	2,858,938,378	59,622,695,477
2006-07	69,414,949,841	41,598,811	3,080,320,192	72,536,868,844
2007-08	80,943,923,323	21,271,229	3,468,230,073	84,433,424,625
2008-09	81,907,350,376	20,803,791	3,832,576,268	85,760,730,435
2009-10	72,856,368,535	17,341,229	3,679,778,103	76,553,487,867
2010-11	70,884,555,342	17,070,552	3,510,312,658	74,411,938,552

Source: California Municipal Statistics, Inc.

The following is an analysis of the District's assessed valuation (excluding utility and unsecured property) by land use.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Assessed Valuation and Parcels by Land Use  
2010-11**

	2010-11 <u>Assessed Valuation</u> <sup>(1)</sup>	<u>% of Total</u>	<u>No. of Parcels</u>	<u>% of Total</u>
<b>Non-Residential:</b>				
Agricultural	\$ 565,247,508	0.80%	1,114	0.42%
Commercial/Office	10,851,269,325	15.31	8,012	3.04
Vacant Commercial	1,577,237,236	2.23	4,518	1.72
Industrial	3,596,253,569	5.07	2,229	0.85
Vacant Industrial	542,152,153	0.76	789	0.30
Recreational	19,863,574	0.03	315	0.12
Government/Social/Institutional	754,936,256	1.07	422	0.16
Miscellaneous	<u>15,893,256</u>	<u>0.02</u>	<u>369</u>	<u>0.14</u>
Subtotal Non-Residential	\$17,922,852,877	25.28%	17,768	6.75%
<b>Residential:</b>				
Single Family Residence	\$43,437,976,818	61.28%	200,581	76.21%
Condominium/Townhouse	1,633,383,976	2.30	11,681	4.44
Mobile Home	263,596,419	0.37	4,396	1.67
Mobile Home Park	99,542,636	0.14	101	0.04
2+ Residential Units/Apartments	6,003,964,568	8.47	4,213	1.60
Vacant Residential	<u>1,210,781,116</u>	<u>1.71</u>	<u>19,806</u>	<u>7.53</u>
Subtotal Residential	\$52,649,245,533	74.27%	240,778	91.48%
Other Vacant	\$312,456,932	0.44%	4,645	1.76%
<b>Total</b>	<b>\$70,884,555,342</b>	<b>100.00%</b>	<b>263,191</b>	<b>100.00%</b>

(1) Local Secured Assessed Valuation; excluding tax-exempt property.  
JC:(\$200)

Source: California Municipal Statistics, Inc.

**Appeals of Assessed Value**

General. There are two types of appeals of assessed values that could adversely impact property tax revenues with the District.

Appeals may be based on Proposition 8 of November 1978 (“Proposition 8”), which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See “LIMITATIONS ON TAX REVENUES” below.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by a county assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the

property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the assessed valuation of property within the District.

### Principal Taxpayers

The following table lists the major taxpayers in the District in terms of their 2010-11 secured assessed valuations. The District provides educational services to and its boundaries include portions of the County.

#### RIVERSIDE COMMUNITY COLLEGE DISTRICT Largest 2010-11 Local Secured Taxpayers

		2010-11 <u>Assessed</u> <u>Valuation</u>	% of <u>Total</u> <sup>(1)</sup>
1. BRE Prop Inc.	Apartments	\$ 201,425,450	0.28%
2. Tyler Mall LP	Shopping Center	185,497,060	0.26
3. Watson Laboratories Inc.	Industrial	180,712,908	0.25
4. Castle & Cooke Corona Crossings Inc.	Residential Development	167,371,572	0.24
5. Lowes HIW Inc.	Industrial	161,562,439	0.23
6. Walgreen Co.	Industrial	156,831,095	0.22
7. Prologis California I	Industrial	129,119,126	0.18
8. Teachers Insurance and Annuity Assoc. of America	Industrial	125,836,517	0.18
9. Homecoming at Eastvale	Apartments	122,075,888	0.17
10. Costco Wholesale Corp.	Industrial	120,038,886	0.17
11. Waterstone Apartments NF	Apartments	118,815,948	0.17
12. Wal Mart Real Estate Business Trust	Industrial	117,526,706	0.17
13. AMB Institutional Alliance Fund III	Industrial	116,487,127	0.16
14. Riverside Healthcare System	Medical Building	105,572,681	0.15
15. Eastvale Gateway	Industrial	103,032,413	0.15
16. Ridge Moreno Valley	Industrial	101,585,819	0.14
17. Metal Container Corp.	Industrial	101,416,402	0.14
18. DB Reef Perris CA Inc.	Industrial	100,000,000	0.14
19. Ross Dress for Less Inc.	Industrial	94,806,535	0.13
20. UPS Supply Chain Solutions General Services Inc.	Industrial	<u>94,333,792</u>	<u>0.13</u>
		\$2,604,048,364	3.67%

(1) 2010-11 Local Secured Assessed Valuation: \$70,884,555,342  
JC: (\$450)

### Tax Rates

A representative tax rate area located within the District is Tax Rate Area 9-002. The table below demonstrates the total *ad valorem* tax rates levied by all taxing entities in this tax rate area during the seven-year period from 2007-08 through 2009-10.



**RIVERSIDE COMMUNITY COLLEGE DISTRICT**  
**Typical Tax Rate (TRA 9-002)**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
General	1.00000	1.00000	1.00000
City of Riverside	.00627	.00747	.00577
Riverside City Community College District	.01259	.01254	.01242
Riverside Unified School District	.03516	.04120	.05354
Metropolitan Water District	<u>.00450</u>	<u>.00430</u>	<u>.00430</u>
Total	1.05852	1.06551	1.07603

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KD: (\$25)

**Tax Levies, Collections and Delinquencies**

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the District as of the preceding January 1. A supplemental tax is levied when property changes hands or new construction is completed.

A ten percent penalty attaches to any delinquent payment for secured roll taxes. In addition, property on the secured roll with respect to which taxes are delinquent becomes tax-defaulted. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty (i.e., interest) to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the County Tax Collector.

In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning December 1 of the fiscal year, and a lien is recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on specified property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

The County levies and collects all property taxes for property falling within its taxing boundaries.

**Alternative Method of the Apportionment - Teeter Plan**

The Board of Supervisors of Riverside County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 et seq. of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax levying or tax collecting agency.

The Teeter Plan is applicable to all tax levies for which the County acts as the tax levying or tax-collecting agency, or for which the County treasury is the legal depository of the tax collections. As adopted by the County, the Teeter Plan excludes Mello Roos Community Facilities Districts and special assessment districts which provide for accelerated judicial foreclosure of property for which assessments are delinquent.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Bonds will be subject to the Teeter Plan. The District will receive 100% of the *ad valorem* property tax levied to pay the Bonds irrespective of actual delinquencies in the collection of the tax by the County.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by a resolution adopted by at least two thirds of the participating revenue districts in the County. In the event the Board of Supervisors is to order discontinuance of the Teeter Plan subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax levying or tax collecting agency.

**District Debt Structure**

**Long-Term Debt.** A schedule of changes in general long-term debt for the year ended June 30, 2009, is shown below:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF LONG TERM DEBT, AS OF JUNE 30, 2009**

	Balance Beginning of <u>Year</u>	<u>Additions</u>	<u>Deductions</u>	Balance End of <u>Year</u>	Due in One <u>Year</u>
<b>Bonds Payable</b>					
General obligation bonds, Series A and B	\$ 3,475,000	\$ ---	\$ ---	\$ 3,475,000	\$ ---
General obligation bonds, Refunding					
Bond 2005	56,552,557	666,520	1,260,000	55,959,077	1,495,000
Net unamortized debt premium	4,705,774	---	162,838	4,542,936	---
General obligation bonds, Series 2007 C	83,980,000	---	5,125,000	78,855,000	5,160,000
Net unamortized debt premium	2,640,907	---	176,061	2,464,846	---
Total Bonds Payable	151,354,238	666,520	6,723,899	145,296,859	6,655,000
<b>Other Liabilities</b>					
Compensated absences	2,608,658	246,135	---	2,854,793	713,698
Capital leases	56,250	---	14,674	41,576	14,674
Golden handshake	2,273,357	---	916,229	1,357,128	452,376
Load banking	698,507	350,174	219,946	828,735	---
Other post employment benefits (OPEB)	---	1,474,187	517,462	956,725	---
Total Other Liabilities	5,636,772	2,070,496	1,668,311	6,038,957	1,180,748
 Total Long-Term Obligations	 \$156,991,010	 \$2,737,016	 \$8,392,210	 \$151,335,816	 \$7,835,748

Source: The District.

**General Obligation Bonds.** On August 3, 2004 the District issued (i) its General Obligation Bonds, Election of 2004, Series 2004A in the aggregate principal amount of \$55,205,000 (the “Series 2004A Bonds”) and (ii) its General Obligation Bonds, Election of 2004, Series 2004B in the aggregate principal amount of \$9,795,000 (the “Series 2004B Bonds”). On June 8, 2005 the District issued its 2005 General Obligation Refunding Bonds in the aggregate principal amount of \$58,386,109.30 (the “2005 Refunding Bonds”), the proceeds of which were used to refund a portion of the Series 2004A Bonds. On June 7, 2007, the District issued its General Obligation Bonds, Election of 2004, Series 2007 in the aggregate principal amount of \$90,000,000. The following table shows the annual debt service requirements of all the District’s general obligation bonded debt, including the Bonds.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
General Obligation Bonds – Consolidated Debt Service Schedule**

Period Ending (August 1)	Series 2004B Bonds <sup>(1)</sup>	2005		Series 2010D Bonds*	Total Annual Debt Service*
		<u>Refunding Bonds</u>	<u>Series 2007C Bonds</u>		
2011	\$646,075.00	\$4,152,750.00	\$3,425,500.00		
2012	746,075.00	4,313,250.00	3,425,500.00		
2013	896,275.00	4,463,250.00	3,425,500.00		
2014	1,069,475.00	4,613,250.00	3,425,500.00		
2015	44,475.00	5,228,250.00	3,425,500.00		
2016	43,837.50	5,463,250.00	3,425,500.00		
2017	48,087.50	5,710,000.00	3,425,500.00		
2018	47,087.50	5,966,500.00	3,425,500.00		
2019	51,087.50	6,236,250.00	3,425,500.00		
2020	49,837.50	6,517,500.00	3,425,500.00		
2021	53,587.50	6,813,500.00	3,425,500.00		
2022	57,012.50	7,117,250.00	3,425,500.00		
2023	60,175.00	7,442,000.00	3,425,500.00		
2024	63,075.00	7,775,250.00	3,425,500.00		
2025	60,712.50	--	10,750,500.00		
2026	63,350.00	--	11,074,250.00		
2027	70,725.00	--	11,398,500.00		
2028	72,425.00	--	11,741,500.00		
2029	73,850.00	--	12,095,500.00		
2030	--	--	12,538,000.00		
2031	--	--	12,912,500.00		
2032	--	--	<u>1,050,000.00</u>		
Total					

(1) Includes only the Series 2004A Bonds not refunded from proceeds of the 2005 Refunding Bonds.

\*Preliminary, subject to change.

**Statement of Direct and Overlapping Debt**

Set forth below is a direct and overlapping debt report (the “Debt Report”) prepared by California Municipal Statistics, Inc. and effective as of September 1, 2010. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. Column 2 shows the percentage of each overlapping agency’s assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in column 3, which is the apportionment of each overlapping agency’s outstanding debt to taxable property in the District.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
Statement of Direct and Overlapping Bonded Debt**

2010-11 Assessed Valuation: \$74,411,938,552 (Riverside County only)  
Redevelopment Incremental Valuation: 16,802,550,917 (Preliminary)  
Adjusted Assessed Valuation: \$57,609,387,635

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable (1)</u>	<u>Debt 9/1/10</u>
Metropolitan Water District	3.234%	\$ 8,544,875
Eastern Municipal Water District Improvement Districts	0.058-100.	6,651,136
<b>Riverside City Community College District</b>	<b>100.</b>	<b>126,721,109</b> (2)
Alvord Unified School District	100.	211,504,394
Corona-Norco Unified School District	100.	257,292,399
Jurupa Unified School District	100.	53,007,972
Moreno Valley Unified School District	100.	44,163,521
Riverside Unified School District	100.	155,730,000
Val Verde Unified School District	100.	41,816,948
City of Riverside	100.	16,640,000
Community Facilities Districts	Various	1,274,460,804
1915 Act Bonds	100.	<u>41,665,000</u>
<b>TOTAL GROSS DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$2,238,198,158</b>
Less: City of Moreno Valley Community Facilities District No. 87-1 & No. 3 (100% supported from tax increment revenues)		<u>10,815,000</u>
<b>TOTAL NET DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>\$2,227,383,158</b>
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Riverside County General Fund Obligations	38.760%	\$ 285,420,563
Riverside County Pension Obligations	38.760	145,388,760
Riverside County Board of Education Certificates of Participation	38.760	2,806,224
Corona-Norco Unified School District General Fund Obligations	100.	27,040,000
Moreno Valley Unified School District Certificates of Participation	100.	21,355,000
Val Verde Unified School District Certificates of Participation	100.	85,995,000
Other Unified School District Certificates of Participation	100.	24,997,061
City of Corona General Fund Obligations	100.	67,815,000
City of Moreno Valley Certificates of Participation	99.880	79,269,762
City of Riverside General Fund and Pension Obligations	100.	<u>350,295,000</u>
<b>TOTAL GROSS OVERLAPPING GENERAL FUND DEBT</b>		<b>\$1,090,382,370</b>
Less: Riverside County supported obligations		5,861,476
City of Corona supported obligations		<u>2,800,000</u>
<b>TOTAL NET OVERLAPPING GENERAL FUND DEBT</b>		<b>\$1,081,720,894</b>
 <b>GROSS COMBINED TOTAL DEBT</b>		<b>\$3,328,580,528</b> (3)
<b>NET COMBINED TOTAL DEBT</b>		<b>\$3,309,104,052</b>

- (1) Based on 2009-10 ratios.  
(2) Excludes issue to be sold.  
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to 2010-11 Assessed Valuation:  
**Direct Debt (\$126,721,109)** ..... **0.17%**  
Total Gross Overlapping Tax and Assessment Debt..... 3.01%  
Total Net Overlapping Tax and Assessment Debt ..... 2.99%

Ratios to Adjusted Assessed Valuation:  
Gross Combined Total Debt ..... 5.78%  
Net Combined Total Debt..... 5.74%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/10: \$0

KD:(\$450)

## TAX MATTERS

### [TO BE UPDATED FOR SERIES 2010D-1 BONDS]

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California (“Bond Counsel”), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax. Bond Counsel notes that, with respect to corporations, interest on the Bonds may be included as an adjustment in the calculation of alternative minimum taxable income which may affect the alternative minimum tax liability of such corporations.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner’s basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Bond Counsel’s opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner’s original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner’s basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds).

It is possible that subsequent to the issuance of the Bonds, there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) with respect to the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX A.

## **LEGAL MATTERS**

### **Legality for Investment in California**

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and, under provisions of the Government Code of the State, are eligible security for deposits of public moneys in the State.

### **Continuing Disclosure**

The District has covenanted for the benefit of bondholders (including Beneficial Owners of the Bonds) to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than nine months following the end of the District's fiscal year (which currently ends June 30), commencing with the report for the 2008-09 Fiscal Year, and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed by the District with each Nationally Recognized Municipal Securities Information Repository (and with the appropriate State information depository, if any). The notices of material events will be filed by the District with each Nationally Recognized Municipal Securities Information Repository (and with the appropriate State information depository, if any). The specific nature of the information to be contained in the Annual Report or the notices of material events is included under the caption "APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

The District is current with respect to all filings required under its existing continuing disclosure obligations.

### **No Litigation**

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the Bonds.

## **New Information Reporting Requirements**

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 (“TIPRA”). Under Section 6049 of the Internal Revenue Code of 1986, as amended by TIPRA, interest paid on tax-exempt obligations will be subject to information reporting in a manner similar to interest paid on taxable obligations. The effective date for this provision is for interest paid after December 31, 2005, regardless of when the tax-exempt obligations were issued. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

## **Legal Opinion**

Legal opinions of Bond Counsel, approving the validity of the Tax-Exempt Bonds and the Series 2010D-1 Bonds, will be supplied to the original purchasers of the Bonds without cost. A copy of the proposed form of such legal opinions are attached to this Official Statement as APPENDIX A.

## **MISCELLANEOUS**

### **Ratings**

The Bonds have been assigned ratings of “\_\_\_” and “\_\_\_” by Moody’s Ratings (“Moody’s”) and Standard & Poor’s, a Division of McGraw Hill Companies (“S&P”), respectively, without regard to the issuance of the Policy.

The ratings reflect only the views of the respective rating agency, and any explanation of the significance of such ratings should be obtained from the rating agencies at the following addresses: Moody’s Ratings, One State Street Plaza, New York, New York 10004 and Standard & Poor’s, a Division of McGraw-Hill Companies, 55 Water Street, 45th Floor, New York, NY 10041. There is no assurance that the ratings will be retained for any given period of time or that the same will not be revised downward or withdrawn entirely by the rating agencies if, in the judgment of the rating agencies, circumstances so warrant. The District undertakes no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal of the ratings obtained may have an adverse effect on the market price of the Bonds.

### **Underwriting**

Piper Jaffray & Co. (the “Underwriter”) has agreed, pursuant to a purchase contract between the District and the Underwriter (the “Purchase Contract”), to purchase all of the Tax-Exempt Bonds for a purchase price of \$\_\_\_\_\_ (consisting of the principal amount of the Tax-Exempt Bonds of \$\_\_\_\_\_, plus net original issue premium of \$\_\_\_\_\_, less \$\_\_\_\_\_ to be used by the Underwriter to pay costs of issuance (including Underwriter’s discount) for the Tax-Exempt Bonds.

Piper Jaffray & Co. (the “Underwriter”) has agreed, pursuant to a purchase contract between the District and the Underwriter (the “Purchase Contract”), to purchase all of the Series 2010D-1 Bonds for a purchase price of \$\_\_\_\_\_ (consisting of the principal amount of Series 2010D-1 Bonds of \$\_\_\_\_\_, less \$\_\_\_\_\_ to be used by the Underwriter to pay costs of issuance (including Underwriter’s discount) for the Series 2010D-1 Bonds.

The Purchase Contract related to the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the Purchase Contract, the approval of certain legal matters by Bond Counsel and certain other conditions. The initial offering prices stated on the cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than such initial offering prices.

The Underwriter has entered into an agreement (the “Distribution Agreement”) with Advisors Asset Management, Inc. (“AAM”) for the distribution of certain municipal securities offerings allocated to the Underwriter at the original offering prices. Under the Distribution Agreement, if applicable to the Bonds, the Underwriter will share with AAM a portion of the fee or commission, exclusive of management fees, paid to the Underwriter.

### **Additional Information**

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the Resolutions providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

All data contained herein about the District has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners, beneficial or otherwise, of any of the Bonds.

This Official Statement and the delivery thereof have been duly approved and authorized by the District.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Vice Chancellor, Administration and Finance



**APPENDIX A**

**FORM OF OPINIONS OF BOND COUNSEL**

*Upon issuance and delivery of the Bonds, Stradling Yocca Carlson & Rauth, Bond Counsel, proposes to render its final approving opinion with respect to the Bonds substantially in the following form:*

Date of Delivery

**APPENDIX B**

**EXCERPTS FROM THE DISTRICT'S 2008-09 AUDITED FINANCIAL STATEMENTS**

## APPENDIX C

### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Riverside Community College District (the "District") in connection with the issuance of \$\_\_\_\_\_ Election of 2004 General Obligation Bonds, Series 2010D and the \$\_\_\_\_\_ Election of 2004 General Obligation Bonds, Series 2010D-1 (Build America Bonds – Direct Payment to District) (Federally Taxable) (together, the "Bonds"). The Bonds are being issued pursuant to a Resolution of the District dated September \_\_, 2010 (the "Resolution"). The District covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially the District, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

"Holders" shall mean registered owners of the Bonds.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) System and any other Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission can be found at [www.sec.gov/info/municipal/nrmsir.htm](http://www.sec.gov/info/municipal/nrmsir.htm) or [www.sec.gov](http://www.sec.gov).

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Certificate, there is no State Repository.

### SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (presently ending June 30), commencing with the report for the 2006-07 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than thirty (30) days (nor more than sixty (60) days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than fifteen (15) Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repositories to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the District shall send a notice to each Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repositories of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The District's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

- (a) State funding received by the District for the last completed fiscal year;
- (b) enrollment of the District for the last completed fiscal year;
- (c) outstanding District indebtedness;
- (d) summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies,
2. non-payment related defaults,
3. modifications to rights of Bondholders,
4. optional, contingent or unscheduled bond calls,
5. defeasances,
6. rating changes,
7. adverse tax opinions or events affecting the tax-exempt status of the Bonds,
8. unscheduled draws on the debt service reserves reflecting financial difficulties,
9. unscheduled draws on the credit enhancements reflecting financial difficulties,
10. substitution of the credit or liquidity providers or their failure to perform, or
11. release, substitution or sale of property securing repayment of the Bonds.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly file a notice of such occurrence with the Repositories or provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repositories. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(b).

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon fifteen (15) days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity

succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

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

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and

(d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall confer no duties on the Dissemination Agent to the Participating Underwriter, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless

against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repositories. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: October \_\_, 2010

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Vice Chancellor, Administration and Finance

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of District: RIVERSIDE COMMUNITY COLLEGE DISTRICT

Name of Bond Issue: Election of 2004 General Obligation Bonds, Series 2010D

Date of Issuance: October \_\_, 2010

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by .

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_ [form only; no signature required]



## APPENDIX D

### BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org). The information on such websites is not incorporated herein by reference.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Note (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and

proposed amendments to the Note documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book entry credit of tendered Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical Bonds are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, physical Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## APPENDIX E

### REGIONAL AND COUNTY INFORMATION FOR RIVERSIDE COUNTY

*The following information is included only for the purpose of supplying general information regarding the County of Riverside (the "County"). This information is provided only for general informational purposes, and provides prospective investors limited information about the County and the economic base of the District. The Bonds are not a debt of the County, the State or any of its political subdivisions, and neither the County, the State nor any of its political subdivisions is liable therefor.*

The economy of the County is currently experiencing a recession as evidenced by an increased unemployment rate, a slowdown in total personal income and taxable sales, a drop in residential building permits, a decline in the rate of home sales and the median price of single-family homes and condominiums and an increase in notices of default on mortgage loans secured by homes and condominiums. The worsening of the economy at the County, State and national levels may not be reflected in the data presented below, as more recent information has not been made available to the District.

#### **Population**

According to the State Department of Finance, Demographic Research Unit, the County's population was estimated at 2,139,535 as of January 1, 2010, representing a 38.4% increase since the 2000 Census or a simple annual average of 3.8%.

The County's population grew by over half a million since 2000, ranking it as one of the major growth areas in the nation. During this period, nine cities and the unincorporated County area each grew by over 20,000 persons. The city of Murrieta added the most residents (over 57,000) to its population. Murrieta is followed by Riverside (48,885), Temecula (47,313), Moreno Valley (46,156), Indio (34,559), Corona (25,450), Beaumont (22,833), Lake Elsinore (22,055) and La Quinta (20,727) by number of residents being added to their populations. The city of Beaumont's population on a percentage basis increased the most since 2000 (185%). Several areas in the unincorporated County area also grew rapidly. These include Eastvale, Temescal Canyon, the El Sobrante/Lake Mathews/Woodcrest area, Winchester, French Valley, and the unincorporated area north of Indio. Much of the growth in the city of Menifee occurred during this period while it was an unincorporated area. Recently, the growth in the County has slowed due to the economy. Between January 1, 2009 and January 1, 2010, the County population increased by 1.4%. Although this rate is far below the County average for the decade, it is above the Statewide average.

The following table sets forth annual population figures as of January 1 of each year for cities located within the County for each of the years listed:

**COUNTY OF RIVERSIDE  
POPULATION OF CITIES WITHIN THE COUNTY  
(As of January 1)**

<u>CITY</u>	<u>2000</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Banning	23,562	27,996	28,185	28,174	28,148	28,457	28,751
Beaumont	11,384	19,051	23,238	28,209	31,317	32,403	34,217
Blythe	20,465	22,052	22,234	22,608	21,627	21,329	21,812
Calimesa	7,139	7,491	7,475	7,435	7,423	7,498	7,555
Canyon Lake	9,952	10,950	10,983	10,955	10,994	11,128	11,225
Cathedral City	42,647	50,819	51,294	52,045	51,972	52,447	52,841
Coachella	22,724	30,879	35,354	38,437	40,317	41,000	42,591
Corona	124,966	144,600	145,265	145,847	146,698	148,597	150,416
Desert Hot Springs	16,582	20,820	23,459	24,856	25,939	26,552	26,811
Hemet	58,812	67,565	70,728	72,537	73,205	74,361	75,820
Indian Wells	3,816	4,796	4,885	4,934	5,000	5,093	5,144
Indio	49,116	66,358	71,949	77,046	80,962	82,230	83,675
Lake Elsinore	28,930	38,185	41,156	47,568	49,556	50,267	50,983
La Quinta	23,694	36,278	38,500	41,039	42,743	43,778	44,421
Menifee	0	0	0	0	0	67,705	68,905
Moreno Valley	142,379	165,935	175,294	180,228	182,945	186,301	188,537
Murrieta	44,282	85,328	93,221	97,031	99,576	100,714	101,487
Norco	24,157	26,783	27,355	27,329	27,143	27,160	27,370
Palm Desert	41,155	49,490	49,774	49,717	50,686	51,509	52,067
Palm Springs	42,805	45,877	46,629	46,796	47,019	47,601	48,040
Perris	36,189	44,758	47,335	50,597	53,340	54,323	55,133
Rancho Mirage	13,249	16,476	16,740	16,923	16,975	17,180	17,008
Riverside	255,166	286,563	288,984	291,812	296,191	300,430	304,051
San Jacinto	23,779	28,540	31,194	34,297	35,491	36,477	36,933
Temecula	57,716	81,681	93,673	97,141	99,873	102,604	105,029
Wildomar	0	0	0	0	0	31,321	31,907
<b>TOTALS</b>							
Incorporated	1,124,666	1,379,271	1,444,904	1,493,561	1,525,140	1,648,465	1,672,729
Unincorporated	<u>420,721</u>	<u>504,464</u>	<u>517,110</u>	<u>536,754</u>	<u>553,461</u>	<u>459,188</u>	<u>466,806</u>
County-Wide	<u>1,545,387</u>	<u>1,883,735</u>	<u>1,962,014</u>	<u>2,030,315</u>	<u>2,078,601</u>	<u>2,107,653</u>	<u>2,139,535</u>
California	33,873,086	36,676,931	37,086,191	37,472,074	37,883,992	38,292,687	38,648,090

Source: U.S. Census Bureau for 2000, State Department of Finance, Demographic Research Unit (with 2000 DRU Benchmark) for 2007–2010.

**Effective Buying Income**

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other than labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local, nontax payments fines, fees, penalties, etc.) and personal contributions to social security insurance and federal retirement payroll deductions. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the County and the State for the period 2004 through 2008. Figures for 2009 are not available.

**RIVERSIDE COUNTY AND CALIFORNIA  
TOTAL EFFECTIVE BUYING INCOME,  
MEDIAN HOUSEHOLD EFFECTIVE BUYING INCOME AND  
PERCENT OF HOUSEHOLDS WITH INCOMES OVER \$50,000<sup>(1)</sup>**

	<b>Total Effective Buying Income<sup>(2)</sup></b>	<b>Median Household Effective Buying Income</b>	<b>Percent of Households with Income over \$50,000</b>
<b>2004</b>			
Riverside County	\$ 29,468,208	\$40,275	37.1%
California	705,108,410	43,915	42.5
<b>2005</b>			
Riverside County	32,004,418	41,326	38.9
California	720,798,122	44,681	43.7
<b>2006</b>			
Riverside County	35,656,620	43,490	41.8
California	764,120,082	46,275	45.6
<b>2007</b>			
Riverside County	38,631,365	45,310	44.3
California	814,894,437	48,203	47.9
<b>2008</b>			
Riverside County	40,935,407	46,958	46.2
California	832,531,445	48,952	48.8

(1) Estimated.

(2) Dollars in thousands.

Source: "Survey of Buying Power," Sales & Marketing Management Magazine, dated 2004, 2005 and 2008, and Demographics USA, Trade Dimensions for 2006 and 2007.

**Industry and Employment**

The County is a part of the Riverside-San Bernardino Primary Metropolitan Statistical Area ("PMSA"), which includes all of Riverside and San Bernardino Counties. The following table sets forth the annual average employment by industry for the PMSA.

**RIVERSIDE-SAN BERNARDINO-ONTARIO PMSA  
ANNUAL AVERAGE EMPLOYMENT BY INDUSTRY<sup>(1)</sup>  
(In Thousands)**

<b><u>INDUSTRY</u></b>	<b><u>2005</u></b>	<b><u>2006</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>
Agriculture	18.3	17.2	16.8	15.9	15.2
Construction	123.3	129.5	112.8	90.7	67.4
Finance, Insurance and Real Estate	49.0	51.8	50.1	46.7	43.6
Government	220.4	224.2	225.7	229.9	227.3
Manufacturing:	121.0	124.0	118.9	106.9	88.5
Nondurables	35.0	36.4	36.4	34.3	30.4
Durables	86.1	87.6	82.5	72.5	58.1
Natural Resources and Mining	1.4	1.4	1.4	1.2	1.2
Retail Trade	165.7	171.5	175.4	168.6	154.9
Prof., Educ. and other Services	416.5	436.2	446.3	440.7	419.6
Trans., Whse. and Utilities	60.2	63.8	66.7	70.2	66.5
Wholesale Trade	49.9	53.8	56.4	54.1	48.3
Information, Pub. and Telecom.	14.5	15.7	15.2	14.9	14.8
<b>Total, All Industries</b>	<b>1,240.3</b>	<b>1,288.4</b>	<b>1,285.5</b>	<b>1,239.7</b>	<b>1,147.1</b>

(1) The employment figures by Industry which are shown above are not directly comparable to the "Total, All Industries" employment figures due to rounded data.

Source: State Employment Development Department, Labor Market Information Division.

The following table sets forth certain of the ten major employers located in the County as of 2008:

**COUNTY OF RIVERSIDE  
CERTAIN MAJOR EMPLOYERS<sup>(1)</sup>  
(2010)**

<b><u>Company Name</u></b>	<b><u>Product/Service</u></b>	<b><u>No. of Local Employees<sup>(2)</sup></u></b>
County of Riverside	County Government	18,456
March Air Reserve Base	Government/Military	8,600
University of California, Riverside	Education Institution	7,321
Stater Brothers Markets	Supermarket Retailer	6,900
Wal-Mart	Retail Store	6,550
Riverside Unified School District	School District	5,099
Abbott Vascular	Medical & Biotech Manufacturer	4,500
Pechanga Resort & Casino	Casino/Resort	4,000
Kaiser Permanente Riverside Medical Center	Healthcare	3,600
Temecula Valley Unified School District	School District	2,752

(1) Certain major employers in the County may have been excluded because of the data collection methodology used by The Business Press.

(2) Includes employees within the County; includes, under certain circumstances, temporary, seasonal and per diem employees.

Source: The Business Press 2010 Book of Lists.

Unemployment statistics for the County, the State and the United States are set forth in the following table.

**COUNTY OF RIVERSIDE  
COUNTY, STATE AND NATIONAL UNEMPLOYMENT DATA**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<b>March</b>
County <sup>(1)</sup>	5.4%	5.0%	6.0%	8.5%	13.6%	15.1% <sup>(2)</sup>
California <sup>(1)</sup>	5.4	4.9	5.3	7.2	11.4	13.0 <sup>(2)</sup>
United States	5.1	4.6	4.6	5.8	9.3	9.7 <sup>(3)</sup>

(1) Data are not seasonally adjusted.

(2) Preliminary.

(3) Data are seasonally adjusted.

Source: State of California Employment Development Department Labor Market Information Division; U.S. Bureau of Labor Statistics.

**Commercial Activity**

Commercial activity is an important factor in the County's economy. Much of the County's commercial activity is concentrated in central business districts or small neighborhood commercial centers in cities. There are five regional shopping malls in the County: Galleria at Tyler (Riverside), Hemet Valley Mall, Westfield Palm Desert Shopping Center, Moreno Valley Mall, and The Promenade in Temecula. There are also two factory outlet malls (Desert Hills Factory Stores and Lake Elsinore Outlet Center) and over 200 area centers in the County.

**Taxable Sales Transactions**

The following table sets forth taxable transactions in the County for the years 2004 through 2008. Figures for 2009 are unavailable.

**COUNTY OF RIVERSIDE  
TAXABLE SALES TRANSACTIONS<sup>(1)</sup>  
(In Thousands)**

<u>Types of Business</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Apparel Stores	\$ 867,276	\$ 990,129	\$ 1,080,385	\$ 1,171,103	\$ 1,121,543
General Merchandise Stores	2,756,019	3,021,908	3,250,377	3,272,665	3,081,989
Drug Stores	270,316	282,566	303,177	320,469	307,947
Food Stores	1,079,972	1,197,438	1,309,782	1,352,609	1,254,366
Packaged Liquor Stores					98,338
Eating and Drinking Places	1,940,610	2,157,801	2,316,422	2,338,039	2,340,554
Home Furnishing and Appliances	862,551	964,629	948,217	843,945	816,379
Building Materials and Farm Implements	2,476,092	2,756,280	2,738,153	1,961,911	1,435,337
Auto Dealers Supplies	4,179,940	4,474,566	4,326,040	4,301,385	3,115,036
Service Stations	1,855,263	2,277,082	2,630,716	2,835,690	3,011,476
Other Retail Stores	<u>2,361,182</u>	<u>2,641,985</u>	<u>2,860,181</u>	<u>2,794,790</u>	<u>2,106,283</u>
Retail Stores Total	\$18,715,949	\$20,839,212	\$21,842,345	\$21,242,516	\$18,689,249
All Other Outlets	<u>6,521,199</u>	<u>7,417,279</u>	<u>7,973,892</u>	<u>7,781,093</u>	<u>7,314,346</u>
Total All Outlets	\$25,237,148	\$28,256,491	\$29,816,237	\$29,023,609	\$26,003,595

Source: California State Board of Equalization, Research and Statistics Division.

**Building and Real Estate Activity**

The following tables set forth five-year summaries of building permit valuations and new dwelling units authorized in the County (in both incorporated and unincorporated areas) for the years 2005 through 2009.

**COUNTY OF RIVERSIDE  
BUILDING PERMIT VALUATIONS  
(In Thousands)**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
<b>RESIDENTIAL</b>					
New Single-Family	\$6,243,790	\$4,412,257	\$2,207,520	\$1,214,752	\$891,825
New Multi-Family	407,429	431,579	238,316	243,741	76,717
Alterations and	<u>164,312</u>	<u>158,098</u>	<u>141,996</u>	<u>118,490</u>	<u>85,148</u>
Total Residential	\$6,815,531	\$5,001,934	\$2,587,832	\$1,576,983	\$1,053,690
<b>NON-RESIDENTIAL</b>					
New Commercial	\$ 552,665	\$ 648,068	\$ 682,331	\$ 539,944	\$ 94,653
New Industry	120,366	288,353	184,506	70,411	12,278
New Other <sup>(1)</sup>	344,702	290,010	240,765	138,766	107,334
Alterations &	<u>274,339</u>	<u>303,407</u>	<u>350,539</u>	<u>292,694</u>	<u>162,557</u>



Total Nonresidential	<u>\$1,292,072</u>	<u>\$1,529,838</u>	<u>\$1,458,141</u>	<u>\$1,041,815</u>	<u>\$ 376,822</u>
<b>TOTAL ALL BUILDING</b>	<b><u>\$8,107,603</u></b>	<b><u>\$6,531,772</u></b>	<b><u>\$4,045,973</u></b>	<b><u>\$2,618,798</u></b>	<b><u>\$1,430,512</u></b>

(1) Includes churches and religious buildings, hospitals and institutional buildings, schools and educational buildings, residential garages, public works and utilities buildings and non-residential alterations and additions.

Source: Construction Industry Research Board.

**COUNTY OF RIVERSIDE  
NUMBER OF NEW DWELLING UNITS**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Single Family	29,994	20,692	9,763	3,815	3,424
Multi-Family	<u>4,140</u>	<u>4,519</u>	<u>2,690</u>	<u>2,104</u>	<u>784</u>
<b>TOTAL</b>	<b>34,134</b>	<b>25,211</b>	<b>12,443</b>	<b>5,919</b>	<b>4,208</b>

The following table sets forth a comparison of median housing prices for Los Angeles County, Riverside County and Southern California as of March 2009 and March 2010.

	<u>March 2009</u>	<u>March 2010</u>	<u>Percent Change</u>
County of Riverside	\$187,000	\$198,000	5.9%
Los Angeles County	300,000	329,000	9.7%
Southern California <sup>(1)</sup>	250,000	285,000	14.0%

(1) Southern California comprises Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties.

Source: MDA DataQuick Information Systems.

The following table sets forth a comparison of home and condominium foreclosures recorded in Los Angeles County, Riverside County, San Bernardino County and Southern California for the years and quarters indicated.

**COUNTY OF RIVERSIDE  
COMPARISON OF HOME FORECLOSURES**

<u>Year</u>	<u>Los Angeles</u>	<u>Riverside</u>	<u>San Bernardino</u>	<u>Southern California<sup>(1)</sup></u>
2005	585	304	402	1,702
2006	1,997	1,778	1,011	7,355
2007	12,466	12,497	7,746	46,086
2008	35,366	32,423	23,557	125,056
2009	30,285	25,500	19,714	100,970

(1) Southern California comprises Los Angeles, Orange, San Diego, Riverside, San Bernardino and Ventura Counties.

(2) First two quarters of 2009

Source: MDA DataQuick Information Systems.

**Agriculture**

Agriculture remains an important source of income in the County. Principal agricultural products are: nursery, milk, table grapes, eggs, avocados, grapefruit, alfalfa, bell peppers, dates, and lemons. Four areas in the County account for the major portion of agricultural activity: the Riverside/Corona and San Jacinto/Temecula Valley Districts in the western portion of the County, the Coachella Valley in the central portion and the Palo

Verde Valley near the County's eastern border. The value of agricultural production in the County for the years 2005 through 2009 is set forth in the following table.

**COUNTY OF RIVERSIDE  
VALUE OF AGRICULTURAL PRODUCTION**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Citrus Fruits	\$ 138,244,700	\$ 107,897,000	\$ 121,387,100	\$ 135,759,000	\$ 101,652,000
Trees and Vines	188,553,200	191,321,200	189,286,500	173,678,000	191,682,600
Vegetables, Melons, Misc.	261,019,500	213,643,300	234,854,700	266,414,900	221,286,700
Field and Seed Crops	77,687,300	68,611,700	94,492,000	123,545,400	69,699,800
Nursery	229,210,200	270,992,800	272,326,200	230,416,200	206,499,900
Apiculture	2,736,800	3,554,300	3,948,900	5,637,000	5,017,600
Aquaculture Products	<u>13,367,300</u>	<u>13,367,300</u>	<u>9,829,200</u>	<u>12,077,700</u>	<u>5,243,900</u>
Total Crop Valuation	\$ 910,819,000	\$ 869,387,600	\$ 926,124,600	\$ 947,529,000	\$ 801,082,500
Livestock and Poultry Valuation	<u>257,852,100</u>	<u>234,903,400</u>	<u>338,938,600</u>	<u>321,060,000</u>	<u>214,672,800</u>
Grand Total	\$1,168,671,100	\$1,104,291,000	\$1,265,063,200	\$1,268,589,900	\$1,015,755,300

Source: Riverside County Agricultural Commissioner.

**Transportation**

Several major freeways and highways provide access between the County and all parts of Southern California. The Riverside Freeway (State Route 91) extends southwest through Corona and connects with the Orange County freeway network in Fullerton. Interstate 10 traverses the width of the County, the western-most portion of which links up with major cities and freeways in the southern part of San Bernardino County with the eastern part linking to the County's Desert cities and Arizona. Interstates 15 and 215 extend north and then east to Las Vegas, and south to San Diego. State Route 60 provides an alternate (to Interstate 10) east-west link to Los Angeles County.

Currently, MetroLink provides commuter rail service to Los Angeles, San Bernardino and Orange Counties from several stations in the County. Transcontinental passenger rail service is provided by Amtrak with stops in Riverside and Indio. Freight service to major west coast and national markets is provided by three transcontinental railroads — Union Pacific Railroad, Burlington Northern and Santa Fe Railway Company. Truck service is provided by several common carriers, making available overnight delivery service to major California cities.

Transcontinental bus service is provided by Greyhound Lines. Intercounty, intercity and local bus service is provided by the Riverside Transit Agency to western County cities and communities. There are also four municipal transit operators in the western County providing services within the cities of Banning, Beaumont, Corona and Riverside. The SunLine Transit Agency provides local bus service throughout the Coachella Valley, including the cities of Palm Springs and Indio. The Palo Verde Valley Transit Authority provided service in the far eastern portion of the County (City of Blythe and surrounding communities).

The County seat, located in the City of Riverside, is within 20 miles of the Ontario International Airport in neighboring San Bernardino County. This airport is operated by the Los Angeles Department of Airports. Four major airlines schedule commercial flight service at Palm Springs Regional Airport. County-operated general aviation airports include those in Thermal, Hemet, Blythe and French Valley. The cities of Riverside, Corona and Banning also operate general aviation airports. There is a military base at March Air Reserve Base, which converted from an active duty base to a reserve-only base on April 1, 1996. Plans for joint military and civilian use of the base thereafter are presently being formulated by the March AFB Joint Powers Authority, comprised of the County and the Cities of Riverside, Moreno Valley and Perris.

**Education**

There are four elementary school districts, one high school district, eighteen unified (K-12) school districts and four community college districts in the County. Ninety-five percent of all K-12 students attend schools in the unified school districts. The three largest unified school districts are Riverside Unified School District, Moreno Valley Unified School District and Corona-Norco Unified School District.

There are seven two-year community college campuses located in the communities of Riverside, Moreno Valley, Norco, San Jacinto, Menifee, Coachella Valley and Palo Verde Valley. There are also three universities located in the City of Riverside: the University of California at Riverside, La Sierra University and California Baptist University.

**APPENDIX F**  
**ACCREDITED VALUES TABLE**

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-3

Date: September 21, 2010

Subject: Citrus Belt Savings and Loan Gallery, Culinary Arts Academy and District Office Building – Agreement for Construction Management Services

Background: On March 16, 2010, the Board of Trustees approved the Citrus Belt Savings & Loan Gallery project and a tentative budget in the amount of \$4 million using Redevelopment Pass-Through funds. On June 15, 2010, the Board of Trustees approved the Culinary Arts Academy and District Office Building project, and a tentative budget in the amount of \$23,043,996 using District/Riverside City College Measure C funds. Both projects are part of the Market Street Properties located between University Avenue and White Park on Market Street in downtown Riverside.

Staff now recommends that both projects; Citrus Belt Savings & Loan Gallery, and the Culinary Arts Academy and District Office Building, be delivered using Construction Management Multiple Prime (CMMP) contracting.

On June 15, 2010, the Board of Trustees approved five (5) construction management firms for future District project assignments on an individual, as needed basis. Staff recommends Tilden-Coil Constructors, Inc., a District pre-approved, minority owned, construction management firm, provide construction management services for the two projects located on University Avenue. The firm is recommended based on the College and District's preference, proximity to the project site and experience with renovating historic structures (such as the downtown historic courthouse) within the City of Riverside. Services under this agreement would include management and oversight of bid preparation; cost estimating; construction execution; ensuring compliance with bid drawings and specifications, code and labor compliance, and DSA requirements.

The total fixed fee for the construction management services for the *Citrus Belt Savings & Loan Gallery* project is identified as follows:

- Basic Compensation Fee - \$210,000
- General Conditions Costs - \$389,304
- Total Fee - \$599,304

The total fixed fee for the construction management services for the *Culinary Arts Academy and District Office Building* project is identified as follows:

- Basic Compensation Fee - \$1,013,935
- General Conditions Costs - \$1,475,989
- Total Fee - \$2,489,924

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-C-3

Date: September 21, 2010

Subject: Citrus Belt Savings and Loan Gallery, Culinary Arts Academy and District Office Building – Agreement for Construction Management Services (continued)

The agreements with Tilden Coil Constructors, Inc. are attached for the Board's review and consideration. The agreements would be funded by the approved project budget; Citrus Belt Savings & Loan Gallery – Redevelopment Pass-Through Funds (Resource 1180) and Culinary Arts Academy and District Office Building – District/Riverside City College Measure C Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve using Construction Management Multiple Prime contracting for the Citrus Belt Savings and Loan Gallery project, and the Culinary Arts Academy and District Office Building project; approve the agreements with Tilden-Coil Constructors, Inc. for construction management services in an amount not to exceed \$599,304 for the Citrus Belt, Savings and Loan Gallery project and \$2,489,924 for the Culinary Arts Academy and District Office Building project; and authorize the Vice Chancellor, Administration and Finance, to sign the agreements and future amendments.

Gregory W. Gray  
Chancellor

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

Norm Godin  
Vice President, Business Services  
Riverside City College

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



Construction Management – Multiple Prime  
Public Works Agreement

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

And

**TILDEN-COIL CONSTRUCTORS, INC.**

**Construction Management Services**

**Citrus Belt Savings & Loan Gallery Project  
(Market Street Properties)**

## CONSTRUCTION MANAGEMENT SERVICES (Citrus Belt Savings & Loan Gallery Project)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 22<sup>nd</sup> day of September, 2010 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Citrus Belt Savings & Loan Gallery Project for the Riverside Community College District located at 3845 Market Street, Riverside, California (the “Project”).

### ARTICLE 1 CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following:

Jason Howarth, LEED AP

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

#### 1.1 DESIGN PHASE.

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction



Management plan, the Construction Manager shall evaluate the local construction market, the District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate Bids in construction documents to adjust the construction costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

A fixed limit has been established to the project budget under Paragraph 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

## 1.2 PLAN CHECK AND BIDDING PHASE.

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;
- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
  - (i) Performance bond at 100% of the contract amount.
  - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

### 1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manger shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.

1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager



shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be

construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

#### 1.4 TIME.

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

## ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

### ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall

cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

#### ARTICLE 4 BASIS OF COMPENSATION AND PAYMENT

District shall compensate Construction Manager for the services required hereunder, as follows:

##### 4.1 BASIC COMPENSATION FEE.

4.1.1 The Construction Manager shall receive a Construction Management fee ("C/M Fee"), for all Construction Management Services for the Project. The amount of the C/M Fee has been determined on the basis of seven percent (7%) of the estimated cost of the Trade Contracts for the Project, currently estimated to be \$3,000,000 for an estimated C/M Fee of \$210,000. If the Construction Cost Budget is revised, during the preconstruction phase of the project, with the concurrence of the District, this agreement shall be amended with a revised budget and the C/M fee shall be adjusted according to the fee percentage. Prior to the completion of the project, the C/M fee shall be adjusted based on the value of all trade contracts and change orders. District shall compensate Construction Manager for the services required hereunder, as follows:

- 4.1.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$31,500 (Thirty-One Thousand Five Hundred Dollars)
- 4.1.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$31,500 (Thirty-One Thousand Five Hundred Dollars)
- 4.1.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$147,000 (One Hundred Forty-Seven Thousand Dollars)

##### 4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$389,304 (Three Hundred Eight-Nine Thousand, Three Hundred Four Dollars).

## 4.2 PAYMENT

### 4.2.1 BASIC COMPENSATION PAYMENT:

4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 30% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 60% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

### 4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

### 4.3.2 PAYMENT OF INVOICES.

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

## 4.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Principal In-Charge/Project Executive

\$ 160.00

Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00
BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

## ARTICLE 5 GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs not to exceed \$389,304 (Three Hundred Eighty-Nine Thousand, Three Hundred Four Dollars).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

## ARTICLE 6 TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

### 6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with



Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

## 6.2 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

## 6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

## 6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to

compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

#### 6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

### ARTICLE 7 INDEMNIFICATION

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

### ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

8.1 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

## ARTICLE 9 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any State funding for the Project, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

## ARTICLE 10 CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

## ARTICLE 11 INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

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

account of Construction Manager, and in such event Construction Manager shall reimburse District upon demand for the costs thereof.

ARTICLE 12  
EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

Tilden-Coil Constructors, Inc.

Riverside Community College District

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

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

Brian Jaramillo  
President  
3612 Mission Inn Ave  
Riverside, CA 92501

James L. Buysse  
Vice Chancellor  
Administration and Finance

## EXHIBIT "A"

### PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

## EXHIBIT "B"

### REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate.

EXHIBIT "B" (continued)

**Citrus Belt Savings & Loan Gallery Project  
 General Conditions Estimate**

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
Preconstruction Expense					X		
Production Director (TP)					X		
Supervision					X		
Project Manager					X		
Final Clean Up					X		
Punch List					X		
Safety Measures/ Badges					X		
Traffic Control / Signage					X		
Dust Control							
Dewatering/Erosion Control/SWPPP							
Weather Protection					X		
Temporary Heating							
Trailer Rental & Expenses					X		
Trailer Mobilization & Set up & tear down					X		
Trailer Alarm (include commissioning)					X		
Caretaker/Security						X	
Warehouse						X	
Signs & Bulletin Boards					X		
Temp Power Poles & Connection					X		
Toilets/ Hand Wash					X		
Trash Bins					X		
Storage Bins							
Fencing					X		
Temp Lighting							X
Extend Temp Utilities							
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios							X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive/ Storage					X		
Blueprints/Plans (does not include bid printing)					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	
Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services					X		
Telephones					X		
Pay Phones						X	
Cellular Phones					X		
Water							X
Hydrant Meters					X		
Power					X		
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Legal Advertising					X		
Permits/Fees/Licenses						X	
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
Allowances (Overtime/off hours work)							
District Directed Reimbursable Allowance						X	

Total General Conditions Estimate: \$ 389,304.84





Construction Management – Multiple Prime  
Public Works Agreement

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

And

**TILDEN-COIL CONSTRUCTORS, INC.**

**Construction Management Services**

**Culinary Arts Academy and District Office Project  
(Market Street Properties)**

## CONSTRUCTION MANAGEMENT SERVICES (Culinary Arts Academy and District Office Project)

This Construction Management Services Agreement (“Agreement”) is made and entered into this 22<sup>nd</sup> day of September, 2010 by and between Riverside Community College District (hereinafter “District”) and Tilden-Coil Constructors, Inc. (hereinafter referred to as “Construction Manager”) for construction management services relating to a multi-prime construction contract for construction of the Culinary Arts Academy and District Office Project for the Riverside Community College District located at 3845 Market Street, Riverside, California(the “Project”).

### ARTICLE 1 CONSTRUCTION MANAGER’S SERVICES AND RESPONSIBILITIES

Construction Manager represents to District that it has the necessary license for a Construction Manager as provided for in Government Code Section 4525, et seq. that it has expertise and experience in construction supervision; bid evaluation; project scheduling; cost benefit analysis; claims review and negotiation; and general management and administration of construction projects. Construction Manager covenants to provide its best skill and judgment in furthering the interests of District in the management of the construction of the Project. Construction Manager agrees to furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. The Construction Manager hereby designates the following:

Jason Howarth, LEED AP

The designee’s are Construction Manager’s representatives to the Owner. Any substitution of the Construction Manager’s representatives shall be approved in writing by the Owner. Construction Manager shall provide the following services with respect to the Project.

#### 1.1 DESIGN PHASE.

The services to be provided during the Design Phase for the Project include, but are not limited to, providing responsible reporting, documentation, recommendations and supervision of the following services: pre-construction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, preparation of conceptual and periodic estimates, budget assessment and cost containment advice, value engineering studies and recommendations, and Construction Manager reviews.

1.1.1 Construction Management Plan. In consultation with the District’s architect (“Architect”), the Construction Manager shall prepare a Construction Management Plan for the Project which shall establish the scope for the Project and the general basis for the sequence of contracting for construction of the Project. In preparation for this Construction Management plan, the Construction Manager shall evaluate the local construction market, the

District's schedule and budget goals for the Project, develop various alternative approaches, and make recommendations to the District. Upon approval by the District of the Construction Management Plan for the Project, the Construction Manager shall prepare the Construction Management Plan in final form. This document shall indicate the Project's rationale and recommend the strategy for purchasing, construction, the various bid packages for Project, and a Master Project Schedule.

1.1.2 Master Project Schedule. The Construction Manager shall develop a Master Project Schedule for the Project, subject to approval by District, which shall contain key milestones to be accomplished by the participants, including milestone completion dates for the Architect's and any consultant's design activities. The Master Project Schedule shall be consistent with the schedule attached hereto as Exhibit "A" and incorporated herein. The Master Project Schedule shall contain a critical path Master Construction Schedule for the Project and shall provide all major elements.

If necessary, the Construction Manager shall periodically update the Master Project Schedule for the Project and submit each update to the District for the District's approval.

1.1.3 Project Budget. The Construction Manager shall provide a budget based upon the amounts provided by the District pursuant to Paragraph 2.2 ("Project Budget"). This budget shall include: the anticipated total of all of the separate contracts for the Project pursuant to Section 1.1.10 ("Construction Cost"); Construction Manager's compensation; and the General Conditions costs as provided in this Agreement. The Construction Manager shall review any Project requirements of District, the District's schedule goals, and existing budget data.

The Construction Manager shall make a report of the Project Budget to the District indicating: (1) shortfalls or surpluses in the budget, and (2) recommendations for cost reductions, value engineering, or revisions to the District's Project requirements. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Projects, if any, and to suggest alternate Bids in construction documents to adjust the construction costs to conform to the Project Budget.

1.1.4 Cost Management Procedures. The Construction Manager shall implement and maintain cost management procedures throughout the Design Phase for the Project. When design or programmatic changes are made and approved by the District, these changes shall be recorded and the cost effect shall be documented.

1.1.5 Construction Management Coordination and Value Engineering Review. The Construction Manager shall perform constructability reviews, utilizing a checklist type method such as Redicheck or some other form acceptable to District, and shall provide input to the District relative to means and methods of construction, duration of construction, and constructability. This checklist shall be made available to the District and the Architect.

1.1.6 Coordination/Value Engineering Review. With respect to the Project, the Construction Manager shall review the Architect's 50% and 90% contract document submissions

and provide written comments on the coordination of the various disciplines, including civil, structural, architectural, mechanical, electrical, HVAC, plumbing, and landscape.

1.1.7 Design Review and Comments. The Construction Manager shall provide coordination between the Architect and the District on the proper flow of information for the Project. The Construction Manager shall develop written procedures for orderly communication to all Project consultants. Construction Manager shall advise on-site use and improvements.

1.1.8 Cost Adjustment Sessions. The Construction Manager shall prepare for the District's approval a more detailed estimate of Construction Cost, as defined in Article 3, developed by using estimating techniques which anticipates the various elements of the Project. The Construction Manager shall update and refine this estimate at 50% and 90% completion of the Construction Documents. The Construction Manager shall advise the District and the Architect if it appears that the Construction Cost may exceed the budgeted amount for Construction Cost as set forth in the Project Budget. The Construction Manager shall make recommendations for corrective action to bring the Construction Costs within the District Budget.

A fixed limit has been established to the project budget under Paragraph 2.2. The Construction Manager shall consult with the Architect and the District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents to adjust the Construction Cost to the budgeted amount for Construction Cost as set forth in the Project Budget, if necessary.

1.1.9 Assignment of Responsibility. The Construction Manager shall provide recommendations and information to the District regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of contractors. The Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed contract documents.

1.1.10 Separate Contracts (Multi-Prime Contracting). The Construction Manager shall advise on the separation of the Project into separate contracts for various categories of work ("Contracts"). The Construction Manager shall advise on the method to be used for selecting contractors and awarding individual bids. The Construction Manager shall prepare and revise contractor pre-qualification documents and identify potential contractors for District approval. The Construction Manager shall inspect, review, revise and assure proper delivery, assembly of the Project manuals and specifications and shall manage and coordinate the development of construction documents with the Architect. The Construction Manager shall review drawings and specifications for the Contracts to provide that (1) the work of the separate contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

1.1.11 Monthly Reports. With the District's assistance, Construction Manager shall provide a detailed cash flow tracking system for the Project. The system must be approved

and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

1.1.12 Coordination of Relocation of District Property. If applicable, Construction Manager shall coordinate the moving, relocation, temporary housing and storing of District's property prior to the construction phase for the Project.

1.1.13 State Chancellor and Other Public Agencies. The Construction Manager, in cooperation with the District and Architect, shall assist with the coordination and processing of all necessary paperwork and close-out documents with the State Chancellor, Division of the State Architect and any other applicable public agencies.

1.1.14 Professional Consultants. The Construction Manager shall assist the District, if required, in selecting and retaining the professional services of surveyors, special consultants and testing laboratories, and coordinate their services.

## 1.2 PLAN CHECK AND BIDDING PHASE.

1.2.1 Bidding Procedures. The Construction Manager shall develop and expedite bidding procedures for bid document issuance, bid tracking and receipt of proposals with regard to each of the Contracts. The Construction Manager shall also take the necessary procedures to administer any prequalification of potential contractors as directed by the District and ensure that all Contracts are competitively bid when required by law.

1.2.2 Public Relations Activities. The Construction Manager shall assist the District in all public relations including, but not limited to, preparation of Project information and attending internal and public meetings as required, including site meetings.

The Construction Manager shall be the point of contact for the entire community during all phases of construction in regards to any complaints, questions, safety issues, noise problems, dust problems, etc.

1.2.3 Generate Bidder Interest. The Construction Manager shall develop bidder's interest in the Project and shall maintain contact with potential bidders for the Contracts on a regular basis throughout the bid period. A telephone campaign shall be conducted by Construction Manager to stimulate and maintain interest in bidding on the Project.

1.2.4 Bid Advertisements. The Construction Manager shall coordinate the preparation and placement of the notices and advertisements to solicit bids for each of the Contracts as required by law in cooperation with the District.

1.2.5 Prepare and Expedite Bid Documents Delivery. The Construction Manager shall coordinate and expedite the preparation, assembly and delivery of bid documents and any addenda for each of the Contracts to the bidders including the following, as applicable:

- (a) Establish bid schedule by trade;

- (b) Prepare summaries of work bid packages;
- (c) Arranging for printing, binding and wrapping;
- (d) Arranging for delivery; and
- (e) Follow-up calls to the bidders.

The Construction Manager shall include the following requirements in all proposed Contract Documents:

- (a) The following bonding requirements:
  - (i) Performance bond at 100% of the contract amount.
  - (ii) Labor and material bond at 100% of the contract amount.
- (b) Insurance in amounts and coverage as directed by the District prior to bid.
- (c) All bonds must be provided by a California admitted surety.

1.2.6 Pre-Bid Conference(s). In conjunction with the Architect and District, the Construction Manager shall conduct the pre-bid conference(s). These conferences shall be a forum for the District, the Construction Manager, and Architect to present the District's Project requirements to the bidders, including prequalification requirements, as appropriate, and shall familiarize bidders with the particular Project, bid documents, management techniques and with any special systems, materials or methods.

1.2.7 Coordination and Inquiries. The Construction Manager shall coordinate communications related to bidder inquiries and seek resolution for the appropriate party and provide timely forwarding of such information to the bidders and District.

1.2.8 Addenda Review. The Construction Manager shall administer the addenda process and shall provide a review of each addendum during the bid phase for time, cost, or constructability impact, and make appropriate comments or recommendations.

1.2.9 Bidding of Work. All construction work for the Project shall be competitively bid when required by law and awarded in no more than two bid phases in accordance with normal requirements for general contractors. If the Project is funded with any State funds, Construction Manager shall comply with all applicable requirements. A bid phase summary shall be submitted with each bid phase package listing only the low bidders, their contract amounts, the Construction Manager's fee and General Conditions costs assigned to each bid phase, summed as a total committed cost. Construction Manager shall assist District and Architect to ensure compliance with any Disabled Veteran Business Enterprise goals.

1.2.10 Bid Evaluation. The Construction Manager in cooperation with Architect shall assist the District in pre-qualification, the bid opening, evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (if

applicable), shall make a formal report to the District with regard to the potential award of a Contract, shall receive bids, prepare bids. The Construction Manager shall include a copy of the proposed Contract for each bidder recommended by the Construction Manager.

If applicable, the summary of bids shall classify all bids according to cost allowance categories. When a bid includes work in more than one cost category, the summary shall assign an appropriate amount to each.

Construction Manager shall certify in writing that the Contracts contained in the submittal for the District represents all the contracts required to perform the work in the plans and specifications for the Project, and that no additional contracts are foreseen to complete the necessary work for such Project. In the event the contracts and the work deferred for the future does not represent 100% of the work, the additional necessary work shall be offset by a reduction in the Construction Manager's fees.

1.2.11 Rebidding. In the event the bids exceed the Project Budget and the District authorizes rebidding of all or portions of the Project, the Construction Manager shall cooperate in revising the scope and the quality of work as required to reduce the construction costs for the Project. The Construction Manager, without additional compensation, shall cooperate with the District and Architect as necessary to bring construction costs within the Project Budget.

1.2.12 Non-interest in Project. The Construction Manager shall not be a bidder, or perform work for any bidder on any individual Contract.

1.2.13 Purchase, Delivery and Storage of Materials and Equipment. If applicable, the Construction Manager shall investigate and recommend a schedule for the District's purchase of materials and equipment which are a part of the Project and require long lead time procurement, and coordinate the schedule with the early preparation of portions of the contract documents. The Construction Manager shall expedite and coordinate delivery of all purchases.

If applicable, the Construction Manager shall arrange for delivery and storage, protection and security for District-purchased materials, systems and equipment which are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall coordinate with or assign these activities to the appropriate contractor who is responsible for the installation of such materials, systems, and equipment.

1.2.14 Analysis of Labor. The Construction Manger shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations to minimize adverse effects of labor shortages.

### 1.3 CONSTRUCTION PHASE.

The Construction Phase for the Project shall commence with the award of the initial Contract and shall continue until sixty-five (65) days after the recording of a notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107 whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of a particular Project. The Construction Manager shall be responsible for coordinating the work for the Project pursuant to the Master Project Schedule. The Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the contractors' pre-construction conference and shall be responsible for coordinating the site construction services provisions (general conditions items) including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing contractors requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of change orders and payments to the contractors, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

1.3.1 Pre-Construction Conference(s). The Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) for the benefit of the successful contractors and shall serve to orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction. The Construction Manager shall obtain the certificates of insurance and bonds from the contractors and forward such documents after approval by the Construction Manager to the District.

1.3.2 Contract Administration. The Construction Manager, in cooperation with the Architect, shall administer the construction Contracts as set forth herein and as provided in the General Conditions of the Contacts for construction. The Construction Manager shall coordinate the preparation of construction staging areas on-site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. The Construction Manager shall also coordinate the mobilization of all contractors and shall coordinate construction sequencing.

In addition, the Construction Manager shall provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the Architect and District in order to complete the Project in accordance with the Contract Documents and this Agreement and within the Project Budget. The Construction Manger shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement.

The Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of the contractors.



1.3.3 Submittal Procedures. The Construction Manager shall establish and implement procedures with the Architect and coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures; and maintain logs, files and other necessary documentation. Construction Manager shall assist the Architect and the District's inspector with monitoring the certified payroll for the Project. The Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect and the District if any Contractor requests interpretations of the meaning and intent of the Contract Documents, and assist in the resolution of questions which may arise.

1.3.4 Meetings. The Construction Manager shall coordinate and conduct preconstruction, construction and weekly job-site progress meetings with the Contractors and shall work with the Architect to ensure that the Architect records, transcribes and distributes minutes to all attendees, the District, and all other appropriate parties. The Construction Manager shall assist in the resolution of any technical construction issues.

1.3.5 Coordination of Technical Inspection and Testing. The Construction Manager shall coordinate with the District's certified inspector all testing required by the Architect or other third parties. If requested, the Construction Manager shall assist the District in selecting any special consultants or testing laboratories. All inspection reports shall be provided to the Construction Manager on a regular basis.

1.3.6 Construction Observation. The Construction Manager shall assist the District's inspector in observing that the materials and equipment being incorporated into the work are handled, stored and installed properly and adequately and are in compliance with the contract documents for the Project. The Construction Manager shall report to the District regarding the status of such activity. The Construction Manager shall endeavor to guard against defects and deficiencies and shall advise the District of any deviations, defects or deficiencies the Construction Manager observes in the work. The Construction Manager's observation duties shall include reasonable diligence to discover work that is not in compliance with the contract documents. These observations shall not, however, cause the Construction Manager to be responsible for those duties and responsibilities which belong to the District's inspector.

1.3.7 Non-Conforming Work. The Construction Manger shall, in conjunction with the District's inspector, review contractor's recommendations for corrective action on observed non-conforming work. The Construction Manager shall make recommendations to the District, the Architect and District' inspector in instances where the Construction Manager observes work that, in its opinion, is defective or not in conformance with the contract documents. The Construction Manager shall assist the District's inspector in observing the Contractor's work to verify that all authorized changes are properly incorporated in the Project. The Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.

1.3.8 Exercise of Contract Prerogatives. The Construction Manager shall advise the District and make recommendations to the District for exercising the District's Contract

prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

1.3.9 Implementation of Master Project Schedule. The Construction Manager shall implement the Master Project Schedule and shall regularly update and maintain the Master Project Schedule incorporating the activities of Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. The Master Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update, reissue and distribute the Master Project Schedule as required to show current conditions and revisions required by the actual experience.

1.3.10. Safety Programs. To the extent required by OSHA or any other public agency, Construction Manager shall obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District.

1.3.11 Endorsements of Insurance, Performance/Payment Bonds. The Construction Manager shall receive and review Endorsements of Insurance, Performance/Payment Bonds from the Contractors and forward them to the District with a copy to the Architect prior to commencement of any work by such contractors. Construction Manager shall inform the District of any noted deficiencies in insurance, or books submitted.

1.3.12 Changes in Construction Cost. The Construction Manager shall revise and refine the approved estimate of Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed.

The Construction Manager shall provide regular monitoring of the approve estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. The Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's costs appear to be exceeding budgets or estimates.

1.3.13 Construction Progress Review. The Construction Manager shall keep a daily log containing a record of weather, the Contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. The Construction Manager shall make the log available to the District upon request. The Construction Manager shall prepare and distribute the construction schedule updates to the Master Project Schedule on a monthly basis to maintain the Master Project Schedule. After an evaluation of the actual progress as observed by the Construction Manager, scheduled activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion

of the Project. If requested by the District, the Construction Manager shall assist the Contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the Contractor(s), the District, Architect and other appropriate parties.

1.3.14 Maintain On-Site Records. The Construction Manager shall develop and implement a comprehensive document management program. The Construction Manager shall maintain at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. The Construction Manager shall maintain records in duplicate, of principal building layout lines, elevations for the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer, if necessary. The Construction Manager shall make all records available to the District. At the completion of the Project, the Construction Manager shall deliver all such records to the Architect, so the Architect may complete the record as-built drawings.

1.3.15 Schedule of Values and Processing of Payments. The Construction Manager shall review and approve each Contractor's schedule of values for each of the activities included in that Contractor's schedule of events. The Construction Manager shall develop and maintain a master schedule of values. The Construction Manager shall develop and implement procedures for the review and processing of applications by Contractors for progress and final payments. As part of the evaluation of progress payments, the Construction Manager shall review all "as-built" documents and ensure that the Contractor's "as-built" documents are updated and current. The Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to the Contractors.

1.3.16 Evaluate Proposal Costs. The Construction Manager shall evaluate Contractors' proposal costs and make a formal recommendation to the District regarding the acceptance of any proposals for a change order.

1.3.17 Negotiations of Change Order Costs and Time Extensions. The Construction Manager shall assist the District and the Architect representative in negotiating any change order costs and time extensions.

1.3.18 Change Order Reports. The Construction Manager shall not issue instructions contrary to the contract between District and a Contractor, or between the District and Architect. The Construction Manager shall ensure that all changes to the Contract between the District and a Contractor shall be by change order executed by the District. Any communication between the Construction Manager and the Contractors shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Contract. For the Project, the Construction Manager shall prepare and distribute

change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Contract price and Master Project Schedule as of the date of the report.

1.3.19 Contractor Claims. The Construction Manager shall be given copies of all notices of claims by Contractors against the District for any alleged cause. The Construction Manager, jointly with Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, the Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor(s) and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, the Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report which reflects the actual impact to the Master Construction Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, the Construction Manager shall negotiate claims with the Contractor(s) on behalf of the District. The Construction Manager shall make a written recommendation to the District concerning settlement or other appropriate action. Excepting those claims of which the Construction Manager is responsible, Construction Manager's obligations pursuant to this Paragraph shall cease upon completion of the Project as defined in Paragraph 1.3 of this Agreement.

1.3.20 Project Status Reports. The Construction Manager shall prepare and distribute monthly a Project Status Report. The Construction Manager shall ensure that the Verified Reports required by Title 24 of the California Code of Regulations be completed quarterly by the contractors for the Project.

1.3.21 Equipment Instruction Manuals, Warranties and Releases. The Construction Manager shall obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed and delivered to appropriate District personnel.

1.3.22 Completion of Contracts and Project. When the Construction Manager considers a Contractor's work or a designated portion thereof complete, the Construction Manager shall prepare for the Architect a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections.

The Construction Manager shall coordinate the correction and completion of the work. The Construction Manager shall assist the Architect in determining when the Project or a designated portion thereof is complete. The Construction Manager shall prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.

1.3.23 As-Built Documents. The Construction Manager shall perform coordination, supervisory and expediting functions in connection with the contractor's obligation to provide "as-built" documents and make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable "as-built" documents.

1.3.24 Training Sessions. The Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall require that the Contractor's obligation in providing this training is fulfilled.

1.3.25 Recommendations to District. The Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. The Construction Manager shall recommend courses of action to the District when requirements of a Contract are not being fulfilled, and the nonperforming party shall not take satisfactory corrective action.

1.3.26 Accounting Records. The Construction Manager shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

1.3.27 Permits. The Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.

1.3.28 Initial Start-up and Testing. With the Architect and the District's maintenance personnel, the Construction Manager shall observe the Contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project. The Construction Manager shall coordinate and assist District in the move-in for the Project.

1.3.29 Final Completion and Project Report. The Construction Manager, in conjunction with the Architect and the District's inspector, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether the Construction Manager and the Architect find the work performed acceptable under the Contract Documents and the relevant Project data, and make recommendations as to final payment and the notice of completion to the Contractor(s) for the Project. At the conclusion the Project, the Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

1.3.30 Warranty. The Construction Manager, shall assist the owner by coordinating and scheduling all warranty work as pertains to Section 1.3.21 (above), throughout the 1 year construction warranty period.

#### 1.4 TIME.

1.4.1 The Construction Manager shall perform the services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Projects.

1.4.2 In the event the construction time requirements set forth in Section 1.1.2 of this Agreement are exceeded, and the delay is caused by the Construction Manager, the Construction Manager's fee shall be reduced by an amount of \$1,250.00 per calendar day as liquidated damages, but not as a penalty, starting from the scheduled construction completion date for the Project until construction is substantially complete.

1.4.3 Construction Manager shall be entitled to an extension of time for the time of completion and shall not be subject to a claim for liquidated damages for delays which may arise due to an Act of God as defined in Public Contract Code Section 7105 if the act of God affects the governmental agency from which approvals are necessary for completion of the Project, but Construction Manager shall have no claim for any other compensation for such delay. Should the schedule for the Project be extended due to an act of God as discussed above, the Construction Manager's performance contract shall be extended and the Construction Manager shall be compensated for this extension under the provisions of Section 4.4 of this Agreement.

## ARTICLE 2 THE DISTRICT'S RESPONSIBILITIES

2.1 The District shall provide full information regarding the requirements of the Project including the District's objectives, constraints and criteria.

2.2 Prior to the commencement of the Design Phase for the Project, the District shall provide a financial plan and budget to be utilized by Construction Manager as set forth in Section 1.1.3 of this Agreement.

2.3 The District shall designate a representative ("District Representative") to act on the District's behalf with respect to each Project. The District, or the District Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of the Construction Manager's services.

2.4 The District shall furnish tests, inspections and reports as required by law or the contract documents.

2.5 The services, information and reports required by Paragraphs 2.1 through 2.4, inclusive, shall be furnished at District's expense.

2.6 If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the contract documents, prompt notice thereof shall be given by the District to the Construction Manager.

2.7 The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The Construction Manager shall notify the District within ten (10) days of actual knowledge of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project, if any such independent action shall in any way compromise the Construction Manager's ability to meet the Construction Manager's responsibilities under this Agreement.

2.8 The District shall retain an Architect whose services, duties and responsibilities are described in the Agreement between the District and the Architect. The terms and conditions of the District-Architect agreement shall be furnished to the Construction Manager.

### ARTICLE 3 CONSTRUCTION COST AND PROJECT BUDGET

3.1 The Construction Cost of the Project shall be the total of the final contract sums of all of separate contracts of contractors for the Project, and shall not exceed the budgeted amount for the Construction Cost as set forth in the Project Budget.

3.2 Construction Cost shall not include the compensation of Construction Manager, the Architect and other consultants, general conditions, the cost of land, rights-of-way and other costs which are the responsibility of District as provided in Article 2 hereof, inclusive.

3.3 The Project Budget has been established under paragraph 2.2 hereof by the allowance for construction. Construction Manager shall consult with the Architect and District to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the construction documents to adjust the construction Project costs so that it does not exceed the Project Budget.

3.4 If the fixed limit of Construction Cost as set forth in the Project Budget is exceeded by the sum of the lowest figures from bona fide bids, District shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding of the Project or portions of the Project within a reasonable time, (3) cooperate in revising the scope and the quality of the work as required to reduce the Construction Cost or (4) reject all bids and abandon the Project. In the case of items (2) and (3), Construction Manager, without additional compensation, shall cooperate with District and Architect as necessary, including providing services as set forth in Article I, to bring the Construction Cost within the fixed limit of the Project Budget.

3.5 With the District's assistance, Construction Manager shall provide, on a monthly basis, a detailed cash flow tracking system for the Project. The system must be approved and accepted by the District. The Construction Manager shall update the cash flow spread sheet monthly or as required by the District.

Construction Manager shall provide for the District's review and acceptance, a monthly report for the Project. This report shall show the status for the Project that is under construction pertaining to this contract. With the District's assistance, the Construction Manager shall provide all construction related agenda items. Examples: change orders, notices to proceed, notice of completion, authorization to bid, award of contracts, etc.

#### ARTICLE 4 BASIS OF COMPENSATION AND PAYMENT

District shall compensate Construction Manager for the services required hereunder, as follows:

##### 4.1 BASIC COMPENSATION FEE.

4.1.1 The Construction Manager shall receive a Construction Management fee ("C/M Fee"), for all Construction Management Services for the Project. The amount of the C/M Fee has been determined on the basis of five and one half percent (5.5%) of the estimated cost of the Trade Contracts for the Project, currently estimated to be \$18,435,196 for an estimated C/M Fee of \$1,013,935. If the Construction Cost Budget is revised, during the preconstruction phase of the project, with the concurrence of the District, this agreement shall be amended with a revised budget and the C/M fee shall be adjusted according to the fee percentage. Prior to the completion of the project, the C/M fee shall be adjusted based on the value of all trade contracts and change orders. District shall compensate Construction Manager for the services required hereunder, as follows:

- 4.1.1.1 Construction Manager's Services, as described in Article 1.1 shall be: \$152,090 (One Hundred Fifty-Two Thousand Ninety Dollars)
- 4.1.1.2 Construction Manager's Services, as described in Article 1.2 shall be: \$152,090 (One Hundred Fifty-Two Thousand Ninety Dollars)
- 4.1.1.3 Construction Manager's Services, as described in Article 1.3 shall be: \$709,755 (Seven Hundred Nine Thousand Seven Hundred Fifty-Five Dollars)

##### 4.1.2 GENERAL CONDITIONS COSTS.

General Conditions as described in Article 5 shall be reimbursed at cost in accordance with Article 5 with the total not to exceed \$1,475,989 (One Million, Four Hundred Seventy-Five Thousand, Nine Hundred Eight-Nine Dollars).

##### 4.2 PAYMENT

##### 4.2.1 BASIC COMPENSATION PAYMENT:



4.2.1.1 Pre-Construction Invoicing. Construction Manager shall invoice 30% of the Basic Services for the services set forth in Articles 1.1 and 1.2 in equal monthly increments, from the time the Construction Manager begins work on the Project to the commencement of the Construction Phase time the contractor is selected by the District.

4.2.1.2 Construction Invoices. Construction Manager shall invoice 60% of the Basic Services Fee in equal monthly increments during the Construction Phase.

4.2.1.3 Project Retention. Construction Manager shall invoice 10% of the Basic Services Fee 35 days after the District files the last Notice of Completion for the Project.

#### 4.2.2 GENERAL CONDITIONS PAYMENT.

Construction Manager shall invoice General Conditions costs monthly during the duration of the construction work. All General Condition costs must be supported by an invoice, receipt, an employee time sheet, or other acceptable documentation.

#### 4.3.2 PAYMENT OF INVOICES.

District shall make payments to Construction Manager within thirty (30) days of receipt of the appropriate and approved invoice from Construction Manager.

#### 4.4 ADDITIONAL COMPENSATION.

Construction Manager shall not be entitled to additional compensation unless there are unusual and unanticipated circumstances and only when approved in writing by District, in advance of such services being provided. If the Construction Manager shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Construction Manager shall, within ten (10) days after sustaining of such damage, make to the District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained, the Construction Manager shall file with the District an itemized statement of the details and amount of such damage in accordance with this Article, and unless such statement is submitted, any claims by Construction Manager shall be forfeited and invalidated and Construction Manager shall not be entitled to consideration for payment on account of any such damage. In the event extra compensation is approved, extra compensation shall be computed at cost plus ten percent (10%) of billings to Construction Manager by Construction Manager's consultants and for other costs incurred by the Construction Manager and at the following hourly rates for Construction Manager's employees:

Principal In-Charge/Project Executive	\$ 160.00
Project Manager	\$ 140.00
General Superintendent	\$ 130.00
Project Superintendent	\$ 120.00
Estimating/Precon Services Manager	\$ 120.00

BIM/Constructability Manager	\$ 120.00
Scheduling Manager	\$ 85.00
Field Engineer	\$ 85.00
Clerical Assistance	\$ 50.00

ARTICLE 5  
GENERAL CONDITIONS

Construction Manager shall provide the General Conditions for the Project. General Conditions of the Project are defined as those generic support activities which must be in place to support all construction aspects of the Project. These support activities are set forth in the Reimbursable Expenses and General Conditions Estimate attached hereto as Exhibit "B".

In no event shall the General Condition costs not to exceed \$1,475,989 (One Million, Four Hundred Seventy-Five Thousand, Nine Hundred Eight-Nine Dollars).

All General Condition items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. If Construction Manager desires to be reimbursed for any other General Conditions costs not specifically set forth in this Article, prior to the commencement of the Construction Phase, Construction Manager shall submit a list of these General Condition items to District for District's approval. The cost of any additional items shall not be reimbursable unless advance written authorization is provided by the District to Construction Manager to obtain the item.

ARTICLE 6  
TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF CONSTRUCTION MANAGER SERVICES.

The District may give seven (7) days written notice to Construction Manager of District's intent to suspend or terminate the Construction Manager's services under this Agreement for failure to satisfactorily perform or provide prompt, efficient or thorough service or Construction Manager's failure to complete its services or otherwise comply with the terms of this Agreement. If after the expiration of such seven (7) days, Construction Manager fails to cure the performance as set forth in the District's notice of intent to suspend or terminate the Construction Manager's services, District may issue a notice of termination or suspension. At that time, Construction Manager's services shall be suspended or terminated as set forth in District's notice.

District shall also have the right in its absolute discretion to terminate this Agreement in the event the District is not satisfied with the working relationship with Construction Manager and without cause following twenty-one (21) days prior written notice from District to Construction Manager.

6.2 CONTINUANCE OF WORK.

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Construction Manager agrees to continue the work diligently to completion. If the dispute is not resolved, Construction Manager agrees it shall neither rescind the Agreement nor stop the progress of the work, but Construction Manager's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

### 6.3 ABANDONMENT OF A PROJECT.

The District has the absolute discretion to suspend or abandon all or any portion of the work on the Project and may do so upon fourteen (14) day written notice to the Construction Manager. Upon notice of suspension or abandonment, Construction Manager shall immediately discontinue any further action on the Project. If the entire work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligations of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

### 6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION.

In the event the District terminates, abandons or suspends the work on the Project, there shall be due and payable within thirty (30) days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Construction Manager to an amount which bears the same proportion to the total fee as the amount of services performed or provided by Construction Manager prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire services Construction Manager is required to perform or provide for the Project.

In the event of termination due to a breach of this Agreement by Construction Manager, the compensation due Construction Manager upon termination shall be reduced by the amount of damages and liquidated damages sustained by District due to such breach.

In the event that District chooses to abandon the Project or terminate the Agreement without cause, Construction Manager shall, in addition to the compensation described above, also be reimbursed for reasonable termination costs through the payment of (1) 3% of the Construction Management Fees incurred to date if less than 50% of the Construction Management Fees have been paid; or (2) 3% of the remaining Construction Management Fees if more than 50% of the Construction Management Fees have been paid. This payment is agreed to compensate Construction Manager for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

### 6.5 DELIVERY OF DOCUMENTS.

Upon termination, abandonment or suspension, Construction Manager shall deliver to District all documents and matters related to the Project.

## ARTICLE 7 INDEMNIFICATION

To the fullest extent permitted by law, Construction Manager agrees to indemnify, defend and hold District entirely harmless from all liability arising out of:

(a) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Construction Manager's employees or Construction Manager's subcontractors' employees arising out of Construction Manager's work under this Agreement; and

(b) Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Construction Manager or any person, firm or corporation employed by the Construction Manager upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent contractor's who are directly employed by the District;

(c) Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the Construction Manager, or any person, firm or corporation employed by the Construction Manager, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the District.

The Construction Manager at Construction Manager's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy and judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## ARTICLE 8 SUCCESSORS AND ASSIGNS OR CONFLICT OF INTEREST

8.1 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Construction Manager shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment without such consent shall be invalid.

8.2 Corporate Status. In the event of a change in the corporate status of the Construction Manager, the Owner shall have the right to review the conditions of said change, and if warranted, exercise Section 6.1 Termination of Construction Manager Services.

8.3 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Owner, during the term of his or her service with the Owner, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

8.4 Conflict of Employment. Employment by the Construction Manager of personnel on the payroll of Owner shall not be permitted in the performance of the Services, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Construction Manager of personnel who have been on the Owner's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Construction Manager securing this or related Agreements with the Owner, is prohibited.

8.5 Fiduciary Responsibilities. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner's Design Professional in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use the Construction Manager's best efforts at all times in the most expeditious and economical manner consistent with the interest of the Owner.

## ARTICLE 9 APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, however, in the event that the District receives any State funding for the Project, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding ("Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

## ARTICLE 10 CONSTRUCTION MANAGER NOT AN OFFICER OR EMPLOYEE OF DISTRICT

While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not an officer or employee of the District.

## ARTICLE 11 INSURANCE

11.1 The Construction Manager shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Construction Manager and District from claims which may arise out of or result from Construction Manager's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) The Construction Manager shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California in an amount not less than One Million Dollars (\$1,000,000).

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage
4. Products/completed operations; and
5. Personal injury.

(c) Professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least three (3) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation.

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

ARTICLE 12  
EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the District and the Construction Manager for this Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Construction Manager

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONSTRUCTION MANAGER:

DISTRICT:

Tilden-Coil Constructors, Inc.

Riverside Community College District

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

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

Brian Jaramillo  
President  
3612 Mission Inn Ave  
Riverside, CA 92501

James L. Buysse  
Vice Chancellor  
Administration and Finance

EXHIBIT "A"

PROPOSED PROJECT SCHEDULE

The Proposed Project Schedule shall be submitted for District approval once the project scope has been finalized.

## EXHIBIT "B"

### REIMBURSABLE EXPENSES

The following Reimbursable Expenses shall be provided under the Construction Manager's direction and shall be reimbursable items under this Agreement. These items and services shall be billed at their actual cost, and the Construction Manager shall take all reasonable steps necessary to obtain the most competitive prices available for these items. The cost for any additional items shall not be reimbursable unless advance written authorization is provided by the Owner to the Construction Manager to obtain the item. Reimbursable expenses to be submitted at time of project estimate.



EXHIBIT "B" (continued)

Culinary Arts Academy and District Office  
 General Conditions Estimate

Description	Qty	Unit	Unit Cost	Total	General Conditions	Owner Expense	By Others
Preconstruction Expense					X		
Building Development Director					X		
Production Director					X		
Supervision					X		
Project Manager					X		
Project Engineer					X		
Project Administrative Assistant					X		
General Labor							
General Clean Up (labor & bins)							X
Final Clean Up					X		
Punch List					X		
Safety Measures/ Badges					X		
Traffic Control / Signage							X
Dust Control					X		
Dewatering/Erosion Control					X		
Weather Protection					X		
Temporary Heating							
Trailer Rental & Expenses					X		
Trailer Mobilization & Set up & tear down					X		
Trailer Alarm (includes commissioning)					X		
Caretaker/Security						X	
Warehouse						X	
Signs & Bulletin Boards					X		
Temp Power Poles & Connection					X		
Toilets/ Hand Wash					X		
Trash Bins					X		
Storage Bins					X		
Fencing					X		
Temp Lighting							X
Extend Temp Utilities					X		
Management Fuel					X		
Supervision Fuel					X		
Equipment Fuel							X
Small Tools/Equipment Repair							X
Equipment Rental							X
Radios							X
Management Vehicle					X		
Supervision Vehicle					X		
Document Archive / Storage					X		
Blueprints/Plans (does not include bid printing)					X		
Photos/Film/Video					X		
Surveying					X		
C.P.M. Schedule					X		
Material Testing						X	
Special Inspections						X	
Soils Testing						X	
Daily Work Transcriptions					X		
Internet Services					X		
Telephones					X		
Pay Phones						X	
Cellular Phones					X		
Water							X
Hydrant Meters					X		
Power					X		
Office Equipment					X		
Office Supplies					X		
Office Cleaning					X		
Drinking Water					X		
Postage/Shipping					X		
Legal Advertising					X		
Permits/Fees/Licenses						X	
Course of Construction Insurance						X	
Professional Errors & Omission Insurance					X		
District Directed Reimbursable Allowance	1	Yrs	\$ 50,000	\$ 50,000.00		X	
Total General Conditions Estimate					\$	1,476,989	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: September 21, 2010

Subject: Revised and New Board Policies – Second Reading

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

Board of Trustees

BP/AP 2015 – Student Trustee - This is a revision of the current Policy and Procedure, which were last adopted/revised on August 18, 2009.

Student Services

BP 5410 – Associated Students Elections - This is a revision of the current Policy, which was adopted by the Board on August 18, 2009.

BP 5420 – Associated Students Finance – This is a revision of the current Policy which was adopted on August 18, 2009.

Human Resources

BP 7200 – Faculty Internship Program – This is a revision of the current Policy which was adopted on May 20, 2008.

Recommended Action: It is recommended that the Board of Trustees approve Board Policy and Administrative Procedure 2015 and Board Policies 5410, 5420 and 7200.

Gregory W. Gray  
Chancellor

Prepared by: Ruth W. Adams, Esq.  
General Counsel

## Riverside Community College District Policy

No. 2015

Board of Trustees  
DRAFT 6/1/10

### BP 2015 STUDENT TRUSTEE

#### References:

Education Code Sections 72023.5 and 72103

The Board of Trustees shall include one non-voting student trustee.

The student trustee shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of **six (6)** ~~five (5)~~ semester units in the District at the time of nomination and throughout the term of service. The student shall maintain a 2.5 GPA throughout their term on the Board. The student trustee is not required to give up employment with the District.

The student trustee shall be seated with the Board of Trustees and shall be recognized as a full member of the Board at meetings. Except for closed sessions, the student trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board of Trustees. The student trustee shall be entitled to any mileage allowance necessary to attend Board Meetings to the same extent as publicly elected Board members.

The student trustee shall be chosen by the students enrolled in the District as follows:

The student trustee shall be elected by all the students of the student body in a general election held for that purpose. The election will be held in the Spring semester. The term of office shall begin the first day after the end of the spring semester and remain in office until the last day of the following spring semester.

Special elections shall be held if the office becomes vacant by reason of the resignation or disqualification of an elected student member, or by any other reasons. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Chancellor.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law, ~~these~~ **Board** policies and **administrative procedures**. The election will be conducted in accordance with administrative procedures established by the Chancellor or designee.

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Date Adopted: September 16, 2008

(Replaces Policies 1016 & 6016)

Revised: August 18, 2009

**Revised:**

## **Riverside Community College District Procedure**

**No. 2015**

**Board of Trustees  
DRAFT 6/1/10**

### **AP 2015 STUDENT TRUSTEE**

**Reference:**

Education Code Sections 72023.5, 72122, 72129

Election of Student Trustee

The student member(s) shall be elected by a plurality vote of those voting in a regular election of the student body. All members of the student body may vote. The election will be conducted during the spring semester. The student trustee will take office at the first Board meeting following the end of the Spring semester.

I. Term of Office

The term of office shall be from the first day after the end of the spring semester and will remain in office until the last day of the following spring semester. The Student Trustee may **only** serve **one term**. ~~up to two (2) terms, if the qualifications in the ASRCCD by-laws are met.~~

II. Duties and Responsibilities

The student trustee of the governing board shall be sworn in, given the oath of office, seated with the elected members of the governing board, and shall carry out all of the duties delineated **herein** ~~the ASRCCD constitution~~.

The student trustee shall be accorded the normal privileges and responsibilities of a board member except that the student trustee shall not:

- A. Vote on any matter before the governing board.
- B. Attend closed or special sessions.
- C. Make, amend or second motions.

***The student trustee, with regard to issues "that have, or will have a significant effect on students", shall:***

- A. Provide individual college reports to the Board of Trustees.**
- B. Indicate recommendation/vote breakdown, where applicable, per College on issues requiring a formal student response.**

**In addition, the Student Trustee shall, as a part of the Trustee's regular duties:**

- A. Convene and chair all regular and emergency ~~Student District Executive Board(SDEB)/Student District Consultation Council (SDCC)~~ meetings.**
- B. Disseminate, in a timely manner, all information pertaining to student issues to the ~~SDEB/SDCC~~**
- C. Act as liaison between all three Colleges.**
- D. Perform other duties as outlined in the Bylaws of all three colleges in the District.**

**Student Trustees shall not:**

- A. Be a voting member of the ~~SDEB/SDCC~~, except to break a tie vote.**
- B. Be a member of any College Associated Students organization**
- C. Be on disciplinary suspension at any time during his/her term**

#### IV. Scholarship

The Student Trustee, in recognition of his/her service on the Board of Trustees, shall receive a \$300 scholarship at the end of each Spring and Fall semester, for a total of \$600.

#### V. Vacancy

If a vacancy occurs for any of the following reasons,

- Written notification of resignation by any means of written communication;
- Impeachment or dismissal;
- ***Inability or*** failure to comply with ***any duties as outlined in all three College associated students organization student government association Constitution/By-Laws*** ~~expressed ASRCCD Constitutional qualifications for holding office; or~~
- Death,

the ***President of the associated students organization of the College that the Student Trustee has indicated as his/her home campus will serve as the Student Trustee Pro Tempore*** ~~ASRCCD Student Trustee Pro Tempore will serve as the ASRCCD Student Trustee in accordance with Article IV, Section 2B of the ASRCCD Constitution, until a special election occurs. In the occasion of a vacancy also in the position of the ASRCCD Student Trustee Pro Tempore, then the District Student Executive Secretary will assume the duties of the ASRCCD Trustee until a special~~

~~election occurs.~~ ***For a complete line of succession, please refer to the three College associated students organizations' Constitution/By-Laws.***

#### VI. Recall

The ASRCCD Student Trustee shall be subject to recall by the RCCD student body. A written petition with signatures of at least **five** ~~ten~~ percent (**5**~~10~~%) of the current semester enrollment of the RCCD student body shall constitute a request for recall. Upon presentation of said petition to the **SDCC** ~~District Student Executive Board~~ and Chancellor or designee, a recall election shall be called within fifteen (15) calendar days. A two-thirds (2/3) majority of the votes cast shall be required to recall the ASRCCD Student Trustee, with this number being at least two-thirds (2/3) the number of votes cast in the Trustee's original election.

***Office of Primary Responsibility: Vice Chancellor, Educational Services and College Chief Student Services Officers***

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Date Approved: August 18, 2009  
(Replaces RCCD Regulations 1016/6016)

***Revised:***

**Riverside Community College District Policy**

**No. 5410**

**Student Services  
DRAFT 6/2/10**

**BP 5410 ASSOCIATED STUDENTS ELECTIONS**

**References:**

Education Code Section 76061

The Associated Students shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the Chancellor or designee and the Associated Students' ***Constitutions and By-Laws of all three (3) Colleges in the RCCD as applicable.*** ~~of the Riverside Community College District's Constitution and by-laws.~~

Any student elected as an officer in the Associated Students shall meet both of the following requirements:

1. The student shall be enrolled in the District/*College* at the time of election and throughout his or her term of office, with a minimum of five semester units or the equivalent.
2. The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 titled Standards of Scholarship and related administrative procedures).

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Date Adopted: August 18, 2009

**Revised:**

**Riverside Community College District Policy**

**No. 5420**

**Student Services  
DRAFT 6/1/10**

**BP 5420 ASSOCIATED STUDENTS FINANCE**

**References:**

Education Code Sections 76063-76065

Associated Student funds shall be deposited with and disbursed by **Accounting Services** ~~the District's Auxiliary Business Services~~, after approval from the **applicable College** District Chief Student Services Officer (DCSSO), **or designee**.

The funds shall be deposited, loaned or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by the Associated Students, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- the applicable **College** CSSO (~~District or Campus~~) or designee;
- the employee who is the designated advisor of the particular student body organization; and
- a representative of the applicable student body organization.

The funds of the Associated Students shall be subject to an annual audit.

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Date Adopted: August 18, 2009

**Revised:**



**Human Resources  
DRAFT**

**BP 7200 Faculty Internship Program**

**References:**

Education Code Sections 87482.5 AND 87487;  
Title 5 Sections 53500-53502

Inasmuch as the District is continually seeking qualified candidates for faculty positions within the District, it is deemed to be in the best interests of the District to establish a Faculty Internship Program.

The purpose of the program includes, but is not limited to, the following:

- To enhance the recruitment of qualified persons pursuing an associates, master's or doctoral degree, as well as recent recipients of such degrees with limited teaching experience, into faculty positions in the District, particularly for disciplines for which recruitment is difficult, where current industry experience is important, or for disciplines in which a shortage of qualified faculty is anticipated. ~~The internship program shall serve to introduce graduate students, before they approach the end of their graduate studies, as well as industry practitioners, while encouraging them to complete their associates degree, to the community college environment and student population;~~
- To enhance the District's efforts toward building a diverse faculty ~~The internship program shall place special emphasis on promoting inclusive efforts to locate and attract qualified graduate students who are members of monitored groups as defined in Title 5.~~

The District may employ, as faculty interns, graduate students enrolled in the California State University, the University of California, or any other accredited institution of higher education, or, in career and technical fields where a master's degree is not generally expected or available, persons who are within one year of meeting the regular faculty minimum qualifications. Persons who meet the regular faculty minimum qualifications, but who lack teaching experience, may also be included in the internship program.

~~Individuals employed as faculty interns shall be employed as temporary faculty members and shall meet the minimum qualifications for faculty interns.~~

Faculty interns are not guaranteed a full time position within the District. All prospective faculty candidates, including faculty internship participants, for full time positions in the District, will be selected through the District's faculty hiring process.

The term “faculty intern” does not include any person, no matter how designated, who only assists in a class taught by a regularly qualified faculty member, and who has no independent responsibility for instruction or supervision of students. Such a person may be termed an “intern” and may serve as a volunteer or receive a stipend.

The Chancellor, ***in consultation with the Academic Senate***, shall prepare administrative procedures, which outline the minimum qualifications for faculty interns, as well as requirements for faculty intern mentors.

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Date Approved: May 20, 2008

***Revised:***

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-1

Date: September 21, 2010

Subject: Division of the State Architect Project Closure Presentation/Closeout Project  
Budget Approval

Background: District staff are requesting funding for costs related to the proper and legal closure of projects with Division of the State Architect (DSA) for past construction projects which were closed without certification. Funding is needed because the uncertified project budgets are unavailable to finalize required testing, fees and paperwork. With Board of Trustees approval, the funds would be used to pay for said project closure fees and services. Diligent monitoring and closure of these projects limits District and Board of Trustees liability.

Staff now presents to the Board of Trustees a status report for the Board's review (Exhibit I and Attachment A). It is worth noting that in the last two years the District has closed with certification (27) of the total (31) District's uncertified projects. While (4) of the known projects are still uncertified after project completion, staff expects to close all identified project by January 2011. Closure of all these projects will make RCCD one of the few DSA compliant Districts in California. Additionally, staff requests the Board of Trustees approve a budget for the DSA Closeout Project in an amount not to exceed \$75,000. The budget includes funding to close with certification projects for each of the three District colleges.

Project to be funded by District Measure C Funds (Resource 4160).

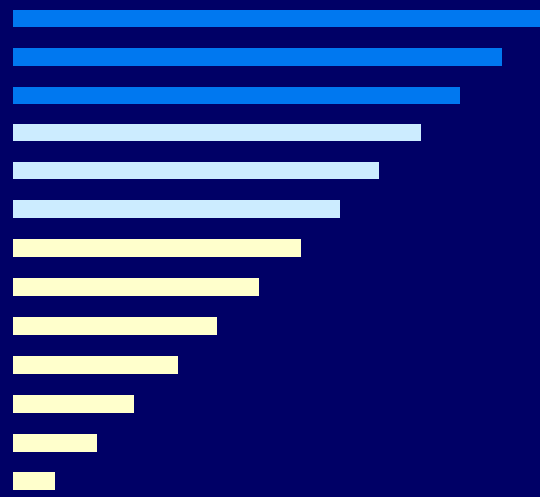
Recommended Action: It is recommended that the Board of Trustees approve a budget for the Division of the State Architect Closeout Project in a total amount not to exceed \$75,000; and approve the use of District Measure "C" funds for the project.

Gregory W. Gray  
Chancellor

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

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

Dale T. Adams  
Project Manager  
Facilities Planning, Design and Construction



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# Division of the State Architect (DSA)

## Project Closure Without Certification

### STATUS REPORT

By Dale T. Adams

Project Manager

September 7, 2010

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## Project Closure Without Certification Status Report to the Board of Trustees

- ❑ **YOUR PAST CAN IMPACT YOUR FUTURE!**
  - ❑ **The Board of Trustees are personally liable for any project not closed with certification.**
  - ❑ **Future college construction planned in the area of a project closed without certification will not be considered by the Division of the State Architect for construction until the project number is certified.**
  - ❑ **In 2007 the Division of the State Architect closed several thousand projects without certification.**
  - ❑ **Currently of the 112 California Community Colleges there are approximately 1,000 projects that are closed without certification.**
  - ❑ **The Statewide average for these uncertified projects equals approximately nine (9) projects per college.**
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## Project Closure Without Certification Status Report to the Board of Trustees

- In 2007 – 2008, Riverside Community College District had 31 of these uncertified projects.
- Today, through research, perseverance, negotiating with the Division of the State Architect and using District Measure C funding...
  - Riverside Community College District has only four (4) uncertified projects which are anticipated to close with certification by January 2011 (referenced on Attachment A) :
    - 04-58868-Headstart Bldg. (Norco)
    - 04-102993-Bridge Over Drainage (Riverside)
    - 04-109859 and 896-Shade Structures (Norco & Moreno Valley)
- Any other “open” projects (13) are currently under construction.

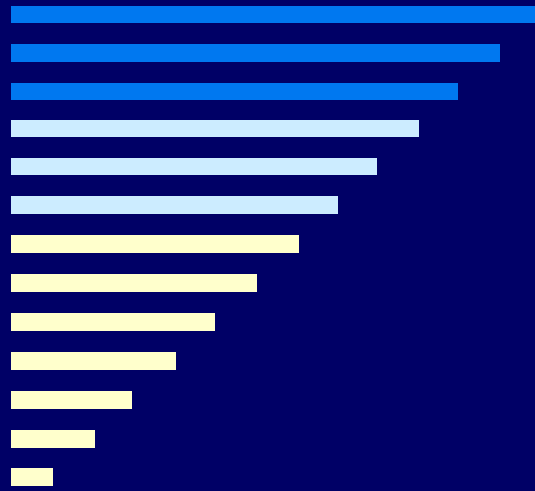
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# Project Closure Without Certification

## STATUS REPORT

## Questions ?

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DSA Closeout Tracking Sheet

Project Code DSA #	Project Name	Project Location	Disposition
04-58868	Construction of Head Start Building Relocatable Site Work	Riverside City College RCOE	<p>Closed w/o Certification, 03/22/09, #3 DTA asked N. Melendrez to look into project. 07/14/10 DTA spoke w/R. Gurrola, RCOE in regards to project. Robert said he would stay in touch. 07/14/10. R. Gurrola identified the building on Norco campus adjacent to the ECS as the bldg. in question. 7/14/10. DSA work card identifies D. Higginson as the architect of record (PCH). I am now collaborating with HCA to close this file. 07/15/10.</p>
04-102993	Bridge Over Drainage Channel	Riverside City College	<p>90 Day Letter, 4/23/2008 Closed w/o Certification, 09/18/08, #4 Safety Lonnie Mount, S.E. Johnson &amp; Nielsen Associates Assigned to R. Johnston 07/18/08 Plans have been found. Will need more funding to close properly. R. Johnston will construct proposal. 04/24/09 R.J. still waiting for drawings from DSA Sacramento, 07/17/09. DTA found unstamped drawings at RCC. Gave to R.J. 08/21/09. R.J., 11/20/09, This number will need new drawings; inspections etc. unless all information can be found through L. Mount. DTA will be contacting Inland Inspections/River City Testing for info per O. Williams. M. Stephens coordinating w/D. Edison (KCT, Primary) and L. Mount (Engr.) DSA check for file reopen fees \$250.00 requested by KCT. PO # 24890 issued. 07/02/10 DTA delivered DSA check to KCT. 07/13/10</p>
04-104598	New Childhood Education Center	Norco Campus	<p>Tbp Architects Close of File Without Certification Due to Exceptions, 07/23/2007 07/18/08, R. Johnston, Awaiting DSA Certification Letter</p>
04-108588	Construction of 3 C.R. Bldgs. CIMJ Site Walls Site Work	Norco Campus Phase III Project	<p>Tbp Architects Pro-West, CM Bart Doering, CPA Tbp has 4 outstanding CO's to be approved by DSA and team form 6's to be submitted. 07/15/10 90 Day Letter, 07/20/10, Expires 09/19/10</p>
04-108945	Install 9 Light Poles	Moreno Valley Campus (College Park)	<p>Rick Hernandez, Director Bart Doering, CPA Dale T. Adams, PM Letter-1st Extension-11/09/08-Expired Letter-2nd Extension-11/09/09-Expired</p>
04-109079	District Modular Projects-MVAHS	Moreno Valley Campus	<p>Dale T. Adams, PM HCA-Architect of Record ADA Issues must be completed. Waiting for funding go ahead from O. Williams. HCA has 90 day Letter, 08/20/09. ADA issue will be completed through RCCD Modulars RCC/MVC ADA Upgrades. 11/20/09, dia Close of File Without Certification-Exceptions, 04/26/10, #3, HCA Copied. Closeout procedures initiated. All checks to HCA. 08/10/10</p>



DSA Closeout Tracking Sheet

<u>Project Code DSA #</u>	<u>Project Name</u>	<u>Project Location</u>	<u>Disposition</u>
04-109594	Construction of 1-Student Service Center Building	Norco Campus	HED, Architect Pro-West, CM Bart Doering, CPA
04-109691	District Modular Projects	Riverside Campus	HCA, Architect Dale T. Adams, PM DSA will not close until ADA from previous project (04-106821) is completed. ADA issue will be completed through RCCD Modularity RCC/MVC ADA Upgrades. 11/20/09, dia HCA confirms all paperwork is at DSA 06/09/10. 07/12/10 90 Day Letter, 07/20/10, Expires 09/19/10 All checks to HCA, 08/10/10.
04-109780	Construction of 1-Soccer Field Support Building, 1-Parking Replacement & Site Improvements	Norco Campus	GKK, Architect Bart Doering, CPA Phase I NOC Issued 03/26/2009 90 Day Letter, 04/26/10
04-109895	Construction of Shade Structure (ECE)	Moreno Valley Campus	HCA, Architect D. Barajas, Director NOC 08/18/09, BOT HCA has 90 day Letter, 08/27/09 DSA Letter, Close of File Without Certification Due to Exception(s), 06/22/10, Expires 09/21/10, sent to MVC, VP by DTA, Received, 07/14/10
04-109896	Construction of Shade Structure (ECE)	Norco Campus	HCA, Architect S. Monsanto, Director NOC 08/18/09, BOT HCA has 90 day Letter, 08/27/09 DSA Letter, Close of File Without Certification Due to Exception(s), 06/25/10, sent to NC, VP by DTA, Received, 07/14/10 90 Day Letter, 06/25/10, Expires 09/24/10
04-109948	Construction of 1-Classroom Building/Science Building, 1-Laboratory Building, Nursing/Sciences	Riverside Campus	GKK, Architect Barnhart-Balfour Beatty, CM Michael Stephens, CPA Dale T. Adams, PM
04-109973	Alterations to 1-Food Service, Building C (A-52035) Addition to 1-Food Service, Building C (A52035), Lion's Den	Moreno Valley Campus	HCA, Architect Michael Stephens, CPA Dale T. Adams, PM
04-110015	Alterations to 1-Central Plant (A-5311) HVAC Upgrade (Part of Student Support Center Project)	Norco Campus	Bart Doering, CPA DSA Approval of Plans, 03/05/09 90 Day Letter, 04/26/10
04-110100	Construction of 1-Aquatic Bldg., 1-Swimming Pool, 1-Mechanical Bldg., 1-Surge Bldg., 1-Dive Tower & Platform	Riverside City College Riverside Aquatics Center	AVRPS, Architects Tilden-Goll, CM Michael Stephens, CPA Dale T. Adams, PM

DSA Closeout Tracking Sheet

<u>Project Code</u> <u>DSA #</u>	<u>Project Name</u>	<u>Project Location</u>	<u>Disposition</u>
04-110455	MVC-Construction of 1-Network Operating Center (NOC)	Moreno Valley College Network Operations Center	HCA, Architect Bart Doering, CPA Dale T. Adams, PM <b>On Hold, IT/Data Audit</b>
04-110599	Construction of 1-Sidewalk, Landscaping & Lighting on 3rd Street	Norco College	GKK, Architect Bart Doering, CPA
04-110664	Alterations to 1-Gymnasium Bldg., Construction of 3-Stair Elevator Towers	Riverside City College Wheelock Gymnasium Seismic Retro-Fit Phase II	GKK, Architect Tilden-Coil, CM Michael Stephens, CPA Dale T. Adams, PM
04-110723	Alterations to 1-Music Bldg. HVAC Upgrade	Riverside City College	
04-110783	Alterations to 1-Industrial Technology Bldg.-New Roll-up Door	Norco College	HCA, Architect Bart Doering, CPA
04-110890	Construction of 1-Soccer Field Scoreboard	Norco College Soccer Fields	Bart Doering, CPA <b>90 Day Letter, 07/10/10. Expires 10/09/10</b>
04-110962	Construction of 1-Shade Structure	Riverside City College Stokoe Elementary School	HCA-Architect Michael Stephens, CPA Calvin Belcher, PM
NOTE: Numbers 04-106000 and higher are on a DSA backlog			

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-2

Date: September 22, 2010

Subject: Operations Center Project at the Norco College

Background: On May 19, 2009, the Board of Trustees approved the planning and design of the Operations Center project located at the Norco College and allocated funding in the amount of \$1,600,000 using District Measure “C” funds. An agreement with Hill Partnership, Inc. (HPI) in the amount of \$809,600 was also approved in order to provide design and engineering services for the project. On January 26, 2010, the Board of Trustees approved Amendment No. 1 with HPI, for additional design and engineering services in the amount of \$11,385. On May 18, 2010, the Board of Trustees approved Amendment No. 2 with HPI to extend site improvements for the Operations Center in the amount of \$22,451.50, totaling HPI’s agreement to \$843,436.50.

Staff now requests approval of Amendment No. 3 with HPI in an amount not to exceed \$112,040 for site and building modifications required for revising and reducing the project scope as requested by the College. HPI’s services include architectural, civil, structural, mechanical, plumbing, electrical and fire alarm engineering services. Services also include the Leadership in Energy and Environmental Design (LEED) documentations modifications; updating the matrix and revision of the energy model. Amendment No. 3 is attached for the Board’s review and consideration. The HPI agreement, including the amendments and reimbursable expenses, totals \$955,476.50.

To be funded by the Board-approved project budget, Norco College allocated Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve Amendment No. 3 with Hill Partnership, Inc. in an amount not to exceed \$112,040, for site and building modifications required to revise and reduce Norco College’s Operations Center scope of work; and authorize the Vice Chancellor, Administration and Finance to sign the amendment.

Gregory W. Gray  
Chancellor

Prepared by: Brenda Davis, President  
Norco College

Curt Mitchell, Vice President, Business Services  
Norco College

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

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

THIRD (3) AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
HILL PARTNERSHIP, INC.  
*(Operations Center Project – Norco College)*

This document amends the original agreement, Amendment No. 1 and Amendment No. 2 between the Riverside Community College District and Hill Partnership, Inc., which was approved by the Board of Trustees on May 19, 2009, January 26, 2010 and May 18, 2010.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$112,040, including reimbursable expenses. Hill Partnership, Inc.'s agreement, including amendments and reimbursable expenses, now totals \$843,436.50. The term of this agreement shall be from the original agreement date of May 20, 2009, to the estimated completion date of January 31, 2012. Payments and final payment shall coincide with the original agreement.
- II. The additional scope of work is described in Exhibit I, attached.

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

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 3 as of the date written below.

HILL PARTNERSHIP, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

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

Lawrence A. Frapwell  
President  
115 Twenty-Second St.  
Newport Beach, CA 92663

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

James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

Project: Operations Center at Norco College

### SERVICES

Provide architectural, civil, structural, mechanical, plumbing, electrical and fire alarm engineering services for site and building modifications required for de-scoping the project. Leadership in Energy and Environmental Design (LEED) documentations modifications include updating matrix and revision of energy model.

### SITE CHANGES:

The site changes and modifications include the following:

- Reconfiguration of new service road. This change will result in the elimination of the service road to the north and west of the site and all related site improvements and modifications of existing service road.
- Elimination of PV Field.
- Elimination of Wind Turbines.
- Elimination of all improvements at existing Maintenance and Operations (M&O) building site including covered cart parking.
- Elimination of infiltration trench and detention basin.
- Addition of surrounding chain link fence at existing M&O Buildings.
- Elimination of proposed canopy structure between administration/warehouse building and shops building.
- Elimination of canopy for grounds equipment and cart parking.

### BUILDING CHANGES:

The building's modifications are as follows:

- Elimination of shop building. New site shall accommodate the future construction of the shop building as originally designed.
- Modification in the Administration/warehouse building to accommodate some of the shop building functions.

### EXCLUSIONS

- Services specifically exclude Security Design and Fire Sprinkler Engineering. The referenced services will be provided by consultants directly contracted to the District. HPI shall endeavor to coordinate its services with consultants retained by the District.
- It is understood that design and engineering of Information Technology (IT) services are currently on hold at the request of the District pending contracted audit of IT services. Therefore this proposal excludes changes to the design of IT services.

## COMPENSATION

HPI to provide the services outlined above on a fixed fee basis of One Hundred Twelve Thousand and Forty Dollars (\$112,040) as outlined below:

### SITE IMPROVEMENTS

Architectural Services (HPI)		\$ 47,800.00
Civil Engineering (Hall and Foreman)	\$ 17,500.00x 1.1	\$ 19,250.00
Structural Engineering (MHP):	\$ 4,000.00x 1.1	\$ 4,400.00
MEP Engineering (S&K):	\$ 32,000.00x 1.1	\$ 35,200.00
LEED (Ecotype)	\$ 4,900.00x 1.1	\$ 5,390.00

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*Total Fixed Fee of Amendment No. 3:*

*\$112,040.00*

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FACILITIES COMMITTEE

Report No.: VI-E-3

Date: September 21, 2010

Subject: Central Plant Boiler Replacement at the Norco College

Background: Riverside Community College District's Norco College is seeking replacement of two existing Ajax hot water space heating boilers, located in the Central Plant (F2). The replacement will increase efficiency, comply with new Southern California Air Quality Management District (SCAQMD) Standards, enable future projects to achieve Leadership in Energy and Environmental Design (LEED) points and to provide capacity for future expansion. The District has selected S&K Engineers to provide professional mechanical engineering services for this project.

Staff now requests the Board of Trustees approve an agreement with S and K Engineers in an amount not to exceed \$10,700 to provide design services for the utility connections and required services to the replacement boilers. Services also include: reviewing boiler replacement manufacture alternatives and sizes with respect to future requirements; budget and operating efficiencies; as well as verification of the suitability for reuse of the existing mechanical mounting pad and prepare documents to modify the existing facility, if necessary. The agreement and project budget is attached for the Board's review and consideration.

Additionally, staff will purchase and furnish for contractor installation two boilers specified by S and K Engineers. The value of these replacement boilers is estimated to be \$40,000 including tax, shipping, warranty and other charges.

Project to be funded by the Norco College's allocated Measure "C" Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve a tentative project budget for the Central Plant Boiler Replacement project in an amount not to exceed \$50,700 using Norco College's allocated Measure C Funds; approve an agreement with S and K Engineers to provide design engineering services for the project in an amount not to exceed \$10,700 using the approved project budget; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Gregory W. Gray  
Chancellor

Prepared by: Curt Mitchell, Vice President Business Services  
Norco College

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

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

Calvin Belcher, Project Manager, Facilities Planning, Design and Construction

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

S&K ENGINEERS

THIS AGREEMENT is made and entered into on the 22<sup>nd</sup> day of September, 2010, by and between S&K ENGINEERS hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College District's, Norco College.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from September 22, 2010, to the estimated completion date of December 31, 2011, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$9,500 and \$1,200 for reimbursable expenses, totaling \$10,700. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder for the Central Plant Boiler Replacement project; such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this



Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified and defended against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such actual negligence, recklessness or willful misconduct and only in proportion thereto. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based upon any adjudicated negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such actual negligence, recklessness, or willful misconduct and only in proportion thereto. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such actual negligent acts are fully and finally barred by the applicable statute of limitations.

10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services or employment of persons on the basis of race, religion, sex or gender, disability, medical condition, marital status, age or sexual orientation. Consultant understands that harassment of any student or employee of District with regard to religion, sex or gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

S&K Engineers

Riverside Community College District

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John G. Holland, P.E.  
Director of Engineering  
421 E. Huntington Drive  
Monrovia, CA 91016

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James L. Buysse  
Vice Chancellor  
Administration and Finance

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

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

## Exhibit I

### SCOPE OF WORK

- A. Project Description: The project consists of replacing two existing Ajax hot water space heating boilers.
  - 1. Provide specifications or Purchase Order wording for RCCD to be able to purchase two new replacement boilers.
  - 2. Provide MEP drawings suitable for bidding to demolish existing boilers and install two new replacement boilers.
  - 3. S&K understand the documents will be bid by a select group of three or four qualified bidders
  - 4. It is being assumed that all utilities are available within the building.
  
- B. General
  - 1. Site utility design work is excluded.
  - 2. CCR Title 24 energy compliance calculations and forms for new equipment only.
  - 3. The plans will be not submitted to the plan check authorities (DSA).
  - 4. All work will be done on AutoCAD Release 2008 or later.
  - 5. All layout of existing equipment, floor plans, existing MEP drawings, and elevations will be provided by the District to S&K Engineers in AutoCAD format for their use.
  - 6. Noise and vibration analysis/design is not included in our scope of work.
  - 7. Our scope of work does not include any off-site work or any street improvement work.
  - 8. Our work does not include any planning for future facilities. (See Mechanical below.)
  - 9. S&K will obtain the services of a Structural Engineer to verify suitability of existing house keeping pad and enlarge it if required.
  - 10. Specifications will be provided in CSI format and shown on the drawings.
  
- C. Mechanical
  - 1. HVAC
    - a. Our scope of work will include the design for heating, ventilation, and air-conditioning.
      - (1) Review possible boiler replacement sizes with the District with respect to future requirements, budget, and operating efficiencies.
      - (2) Prepare demolition drawing
      - (3) Prepare drawings for two new boilers including Points of Connection and interface with existing piping, DDC controls, etc.
  - 2. Plumbing
    - a. Site Utility Design
      - (1) Review existing Site Natural Gas drawings and District provided calculations for capacity available should the District decide to increase the boiler capacity.
    - b. Building Design
      - (1) Provide demolition drawing of existing natural gas piping if required, and extend new gas piping to new boilers.
  - 3. Fire protection; Not in Scope.
  
- D. Electrical
  - 1. Site Utility Design; Not in Scope
    - a. Emergency Power; None required.
  - 2. Building Design
    - a. Power
      - (1) Provide 120 volt single phase power if required for DDC controls

- b. Lighting
    - (1) Provide relocated or new light fixtures if required by new boiler design.
  - c. Other systems; None included.
- E. Other Services
- 1. LEED certification; None
  - 2. Commissioning. None
  - 3. Telecommunication and Audio-Visual Systems; None
- F. Coordination and meetings. S&K will attend up to two meetings as required for the project and as requested by the District.
- G. Bid/Negotiation Phase
- 1. Contractor will submit any questions in writing to the District to be forwarded to us. S&K will respond in writing to the District for distribution.
  - 2. S&K will review the Contractors' bids with the District and provide our opinion to assist with Contractor selection.
- H. Construction Phase Services
- 1. S&K will review submittals, answer reasonable RFI's., review change orders, and visit the site at intervals appropriate to review the progress of completion. Our work does not include weekly job meetings or exhaustive site visits.
  - 2. Final punch list will be provided.
  - 3. As-built documents will be reviewed. Drafting of as-built documents is not included in our scope of work.

COMPENSATION

- A. Basic services for a fixed fee are as follows:

Phase		Building Design
Design Phase	80%	\$7,600
Bidding/Construction Phases Phases	20%	\$1,900
Reimbursable Expenses		\$1,200
<i>Total</i>		<i>\$10,700</i>

- B. Reimbursable Expenses include:
- 1. All delivery/shipping costs beyond first class mail.
  - 2. All plotting of reproducible documents for submissions, plan check and bidding.
  - 3. Travel expenses for travel outside the counties of Riverside or Los Angeles.
  - 4. Reimbursable expenses will be billed separately at 1.10 times direct cost.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BUSINESS FROM BOARD MEMBERS

Report No.: X-B

DATE: September 21, 2010

Subject: Presentation of Annual Report By Measure C Citizens' Bond Oversight Committee

Background: Proposition 39 and the Bylaws of the RCCD Measure C Citizens' Bond Oversight Committee require that the Committee submit an annual report to the Board of Trustees each year. The report is submitted as an information item and details the activities of the Committee during the past year in a format determined by Committee members. The RCCD administrator who staffs the Committee prepares the report; its content is reviewed and approved by the Committee prior to presentation to the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees accept the RCCD Measure C Citizens' Bond Oversight Committee 2009/10 Annual Report as an information item.

Gregory W. Gray  
Chancellor

Prepared by: Jim Parsons  
Associate Vice Chancellor  
Strategic Communications and Relations  
(Staff to Citizens' Bond Oversight Committee)



# Summary of the Citizens' Bond Oversight Committee

## Proceedings and Activities 2009-10

### Meetings of the Citizens' Bond Oversight Committee

The Committee conducts its meetings in accordance with the provisions of the Ralph M. Brown Public Meeting Act, Government Code Sections 54950 et seq. Meeting notices and agendas are sent to members of the Committee within the required period and are posted at RCCD campuses and education centers. Meeting notices, agendas, minutes, and documents and reports received by the Committee are a matter of public record and are available through the RCCD website: <http://www.rccd.edu/cboc> or by calling the RCCD Strategic Communications and Relations office at (951) 222-8857.

### Meeting – October 15, 2009

Riverside City College  
Digital Library & Learning Resource Center  
4<sup>th</sup> Floor Conference Room  
4800 Magnolia Avenue  
Riverside, CA 92506

- New committee members Allison Dale, Robert Taylor, and David Barnhart were introduced.
- Student representative Israel Landa was selected to serve as Chair of the Committee. Committee member Richard Chavez was selected to serve as Vice Chair.
- Committee members discussed major Measure C projects, including the School of Nursing/Science/Math Complex, the issuance of FFPs and IPPS, and overall project planning, as well as construction management and multi-prime contracting. Committee members discussed and requested clarification on several topics:
  - o Environmental aspects of current construction
  - o District construction master plan
  - o Construction timelines
  - o Impact on students from construction
- The Committee received the annual Financial Audit, presented by representatives of Vicenti, Lloyd & Stutzman. Topics of discussion included definition of terminology, scope of the audit, and the audit finding regarding difficulty in maintaining a quorum at CBOC meetings over the past year.
- The Committee approved the 2010 meeting schedule through July 2010.

### Meeting – January 14, 2010

Norco College  
Science & Technology Building  
Room 107  
2001 Third Street  
Norco, CA 92860

- An orientation session was conducted for new committee members by various district staff members. Topics covered included the purpose of the committee, the committee's charge as authorized by the Board of Trustees, the financial processes of the District, the Measure C bond measure, and the state construction approval process.
- College president, Dr. Brenda Davis, updated the committee on Norco's recently announced accreditation as a college.
- Vice President of Academic Affairs Gaither Loewenstein previewed Measure C-funded projects at Norco College, including the recently opened Industrial Technology Building, the Student Success Center (under construction), secondary impacts from these projects, and planning for the future Center for Health, Wellness and Kinesiology and an education center in South Corona.
- Committee members received an update on assessed valuation of parcels within the District, the current tax rate assessed under Measure C, and the possibility of a new issuance occurring in 2010.
- Committee members reviewed a report of Measure C projects across the District; the format of that report had been revised to present additional information requested by the Committee related to percentage of Measure C vs. state funding for projects, location of projects on college campuses, and a glossary of terms. The Committee requested the information to make it easier for members and the public to understand and assess the data.



Construction of the  
Riverside Aquatics Complex,  
Riverside City College



### Meeting – April 15, 2010

Moreno Valley College  
Humanities Building  
Room 234  
16130 Lasselle Street  
Moreno Valley, CA 92551

- Committee members participated in a visual tour of the Moreno Valley College upper campus.
- District Chancellor Gregory Gray welcomed the Committee on behalf of Moreno Valley College and the District. He discussed his commitment to using Measure C funds to advance the colleges, presented the approach he was recommending to the colleges in terms of developing a Measure C allocation model, and discussed the Project Labor Agreement and the pending selection of a PLA administrator.
- Committee members received a comprehensive project commitments financial summary from the District Finance Office, and Vice Chancellor Jim Buysse discussed the concept and potential of leveraging Measure C funds to generate an additional \$500-600 million in state funding for projects at the three RCCD colleges.
- Committee members received a newly designed Executive Summary spreadsheet from the District's Facilities & Planning Office, highlighting Measure C project priorities, current and future project costs, and current and future construction schedules. The summary showed how projects aligned with current Measure C funding and future bond issuances.



Architectural rendering of the planned Moreno Valley College Learning Gateway project

### Meeting – July 15, 2010

Riverside City College  
Digital Library & Learning Resource Center  
4<sup>th</sup> Floor Conference Room  
4800 Magnolia Avenue  
Riverside, CA 92506

- Committee members received an update on the current Measure C cash balance and the anticipated next issuance. Once projects have been approved under the new Measure C allocation model, Finance will work to developing size and timing for the next issuance; an eight-month window is projected.
- Committee members asked about the interim parking lease with the City of Riverside related to overflow student/staff parking during construction at RCC. Measure C is an appropriate source of funding.
- Committee members received an update about the selection of Padilla & Associates as the PLA administrator. Members asked questions regarding labor compliance, the amount of the contract, scope of contract, and requested that Padilla & Associates make a presentation to the CBOC in the fall.
- Members reviewed the executive project summary and received an update on the Measure C allocation model that was under development and the fact that the colleges may adjust project priorities based on the model. The District expects to bring the Measure C allocation model to the Board of Trustees for approval in September.
- Members received an update on the status of a statewide education bond and discussed the benefits a statewide bond would have for RCCD and college projects in the queue.

## Statement of Compliance

This Annual Report is submitted to the Board of Trustees by the Riverside Community College District Citizens' Bond Oversight Committee.

This Committee advises that, to the best of its knowledge, the Riverside Community College District complies with the requirements in Article XIII A, Section 1(b) (3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure C and no funds were used for any teacher or administrative salaries or other operating expenses as prohibited by Article XIII A, Section (b) (s) (a) of the California Constitution.

Respectfully submitted:  
Israel Landa, Chair  
Citizens' Bond Oversight  
Committee

Date: September 21, 2010



Student Success Center at Norco College

Riverside Community College District  
Citizens' Bond Oversight Committee

### 2009/10 Annual Report



Submitted to the  
Riverside Community College District  
Board of Trustees  
September 21, 2010

# 2009/10 Annual Report



**Riverside Community College District  
Citizens' Bond Oversight Committee**

Israel Landa, Chair  
Richard Chavez, Vice Chair  
Dave Barnhart  
Allison Dale  
Tom Kinney  
Robert Taylor



School of Nursing/Science/Math Complex,  
Riverside City College



Industrial Tech Building, Norco College