



Board of Trustees - Regular Meeting Tuesday, August 21, 2018 6:00 PM District Office, Board Room, 3801 Market Street, Riverside, CA 92501

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. (This time limit will be doubled for members of the public utilizing a translator to ensure the non-English speaker receives the same opportunity to directly address the Board, unless simultaneous translation equipment is used.)

Anyone who requires a disability-related modification or accommodation in order to participate in any meeting should contact the Chancellor's Office at (951) 222-8801 and speak to an Executive Administrative Assistant as far in advance of the meeting as possible.

Any public records relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the Riverside Community College District Chancellor's Office, 3rd Floor, 3801 Market Street, Riverside, California, 92501 or online at www.rccd.edu/administration/board.

I. COMMENTS FROM THE PUBLIC

Board invites comments from the public regarding any matters within the jurisdiction of the Board of Trustees.

Pursuant to the Ralph M. Brown Act, the Board cannot address or respond to comments made under Public

II. APPROVAL OF MINUTES

- A. Minutes of the Board of Trustees Special Meeting of June 4, 2018
 Recommend approving the June 4, 2018 Board of Trustees Special Meeting minutes as prepared.
- B. Minutes of the Board of Trustees Regular/Committee Meeting of June 12, 2018 Recommend approving the June 12, 2018 Board of Trustees Regular/Committee Meeting minutes as prepared.
- C. Minutes of the Board of Trustees Regular Meeting of June 19, 2018
 Recommend approving the June 19, 2018 Board of Trustees Regular Meeting minutes as prepared.
- III. PUBLIC HEARING (NONE)
- IV. CHANCELLOR'S REPORTS
 - A. Chancellor's Communications
 Information Only
 - B. Swearing In of 2018-2019 Student Trustee *Information Only*
 - C. Moreno Valley College Promise Initiative *Information Only*

- D. Five to Thrive Presentation: Human Services Program at Moreno Valley College Information Only
- E. Healthcare Update Information Only
- F. Future Monthly Committee Agenda Planner and Annual Master Planning Calendar *Information Only*
- V. STUDENT REPORT
 - A. Student Report Information Only
- VI. CONSENT AGENDA ACTION
 - A. Diversity/Human Resources
 - 1. Academic Personnel Recommend approving/ratifying academic personnel actions.
 - 2. Classified Personnel Recommend approving/ratifying classified personnel actions.
 - 3. Other Personnel Recommend approving/ratifying other personnel actions.
 - B. District Business
 - 1. Purchase Order and Warrant Report All District Resources
 Recommend approving/ratifying the Purchase Orders and Purchase Order
 Additions totaling \$17,888,244, and District Warrant Claims totaling \$15,997,467.
 - 2. Budget Adjustments (None)
 - 3. Resolution(s) to Amend Budget (None)
 - 4. Contingency Budget Adjustments (None)
 - 5. Bid Awards
 - a. Purchase Maintenance, Repair and Operating Commodities from Home Depot U.S.A., Inc., Utilizing the U.S. Communities Government Purchasing Alliance Contract
 - Recommend approving the purchase of Maintenance, Repair and Operating Commodities from Home Depot U.S.A., Inc., Utilizing the U.S. Communities Government Purchasing Alliance Contract No. 16154.
 - Purchase Copiers, Printers, and Related Accessories, Supplies, and Services, Utilizing the Sourcewell/National Joint Powers Alliance (NJPA) Contract Number 083116-SEC
 - Recommend approving the purchase of copiers, printers, accessories, supplies and services from Sharp Electronics Corporation, utilizing the Sourcewell/National Joint Powers Alliance (NJPA) Contract Number 083116-SEC.
 - c. Purchase Computer Hardware, Software, and IT Services, Utilizing the Foundation for California Community Colleges Contract Number CB-194-16
 - Recommend approving the purchase of computer hardware, software, and IT services from SHI International Corp., utilizing the Foundation for California Community Colleges Contract Number CB-194-16.
 - d. Purchase Food Products and Related Supplies Utilizing the U.S. Communities Government Purchasing Alliance Contract
 - Recommend approving the purchase of food products and related supplies from Premier-U.S. Foodservice, utilizing the U.S. Communities Government Purchasing Alliance Contract No. 42356 through June 30, 2023.
 - e. Purchase of Operational and Janitorial Supplies Solutions Utilizing the Foundation for California Community Colleges (FCCC)/ University of California Office of the President (UCOP) Administrative Services Agreement No. CB-213-17

Recommend approving the purchase of operational and janitorial supplies from Waxie Enterprises, Inc., dba Waxie Sanitary Supply, utilizing the FCCC/UCOP Administrative Services Agreement No. CB-213-17.

f. RFP Award for Moreno Valley College Makerspace Consulting and Design Services

Recommend authorizing the selection of Base 11 for consulting and design services for the Moreno Valley College Makerspace Project.

- 6. Grants, Contracts and Agreements
 - a. Contracts and Agreements Report Less than \$90,200 All District Resources

Recommend ratifying contracts totaling \$1,572,674 for the period of June 1, 2018 through July 31, 2018.

b. Agreement for Legal Services with Atkinson, Andelson, Loya, Ruud and Romo

Recommend approving the agreement with Atkinson, Andelson, Loya, Ruud and Romo for legal services.

- c. Agreement for Legal Services with Liebert Cassidy Whitmore Recommend approving the agreement with Liebert Cassidy Whitmore, pursuant to the agreement hourly rates.
- d. Lease Agreement with Rexco Norco, LCC for Norco College
 Recommend ratifying the lease agreement with Rexco Norco, LLC beginning
 July 1, 2018 through June 30, 2023 not to exceed \$461,647.
- e. Agreement Amendment for Training Services with Cerritos College Foundation

Recommend approving the Agreement Amendment to provide additional Employment Training Panel funds to Cerritos College Foundation.

f. Agreement Amendment for the Inland Empire/Desert Regional Consortium (IE/DRC) CTE Rebranding and Marketing Campaign

Recommend reviewing and approving Amendment No. 2 with Interact to renew the contract period to December 31, 2018 not to exceed \$233,433.

7. Out-of-State Travel

Recommend approving the out-of-state travel.

- 8. Other Items
 - a. Resolution Regarding Appropriations Subject to Proposition 4 Gann Limitation Resolution No. 01-18/19

Recommend adopting Resolution No. 01-18/19 which establishes the 2018-2019 Gann Limit for the Riverside Community College District at \$230,794,125.

b. Signature Authorization

Recommend authorizing Dr. Susan R. Mills, Vice Chancellor, Educational Services & Strategic Planning, to sign vendor warrant orders, salary payment orders, notices of employment, bank checks, investment and brokerage accounts, purchase orders, change orders, and grant documents.

c. Surplus Property

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

d. Surplus Property-Donation

Recommend by unanimous vote declaring the property on the attached list to be surplus; finding the property does not exceed the total value of \$5,000; and authorizing the property to be donated to the March Field Air Museum.

e. Notices of Completion

Recommend accepting the projects listed on the attachment as complete, and approving the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works).

VII. CONSENT AGENDA INFORMATION (NONE)

VIII. BOARD COMMITTEE REPORTS

- A. Governance (None)
- B. Teaching and Learning
 - 1. Proposed Curricular Changes

Recommend approving the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings.

C. Planning and Operations

1. Student Services Welcome Center Project

Recommend amending the Moreno Valley College Student Services Project and approving the development of the Moreno Valley College Student Services Welcome Center Project; and approving a total project budget of \$14 million, including the reallocation of \$11 million from the Student Services Project.

2. Architectural Services for the Student Services Welcome Center Project

Recommend approving the selection of HPI Architecture for architectural services for the Moreno Valley College Student Services Welcome Center Project and approve the agreement in the amount of \$1,089,050, including reimbursable expenses.

- D. Resources (None)
- E. Facilities (None)

TX. ADMINISTRATIVE REPORTS

- A. Vice Chancellors
- B. Presidents

X. ACADEMIC SENATE REPORTS

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

XI. BARGAINING UNIT REPORTS

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

XII. BUSINESS FROM BOARD MEMBERS

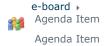
A. Appointment of Individuals to the Measure C Citizens' Bond

Recommend considering the applications submitted by individuals interested in serving on the Measure C Citizens' Bond Oversight Committee and select one individual to serve in the open category --Member of a Bona-Fide Taxpayer Organization--for initial two-year terms.

B. Update from Members of the Board of Trustees on Business of the Board *Information Only*

XIII. CLOSED SESSION

- A. Pursuant to Title 5, Cal. Code Regs., Section 59338, Regarding Complaint of Discrimination Employee Appeal From the District's Administrative Determination 1 case
 - Recommended Action to be Determined.
- B. Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/ Release
 - Recommended Action to be Determined.
- XIV. ADJOURNMENT



Agenda Item (II-A)

Meeting 8/21/2018 - Regular

Agenda Item Approval of Minutes (II-A)

Subject Minutes of the Board of Trustees Special Meeting of June 4, 2018

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the June 4, 2018 Board of Trustees Special meeting minutes as prepared.

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

06042018 Minutes

MINUTES OF THE SPECIAL BOARD OF TRUSTEES MEETING OF JUNE 4, 2018

President Vackar called the special meeting of the Board of Trustees to order at 6:03 p.m., in the District Office, Board Room, 3801 Market Street, Riverside California.

CALL TO ORDER

Trustees Present

Tracey Vackar, President Janet Green, Vice President Mary Figueroa, Secretary Virginia Blumenthal, Board Member Bill Hedrick, Board Member

Trustees Absent Jeanette Hazelwood, Student Trustee

Staff Present

Dr. Wolde-Ab Isaac, Chancellor

Guest Present

Mr. Bradley Neufeld, Attorney, Varner & Brandt

Dr. Isaac led the Pledge of Allegiance.

The Board adjourned to closed session at 6:04 p.m. to consider the following closed session items:

PLEDGE OF ALLEGIANCE

ADJOURNED TO CLOSED SESSION

The Board announced no action was taken.

Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiators Property: A Portion of 2001 3rd Street, Norco, CA 92860 Agency Negotiator: Bradley Neufeld Negotiating Parties: Y.K. Bae

Corporation

Under Negotiations: Price and Terms

of Payment

The Board announced no action was taken.

Conference with Legal Counsel-Anticipated Litigation Initiation of Litigation Pursuant Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: 1 Potential Case

The Board adjourned the meeting at 7:40 p.m. with no reportable actions.

ADJOURNED



Agenda Item (II-B)

Meeting 8/21/2018 - Regular

Agenda Item Approval of Minutes (II-B)

Subject Minutes of the Board of Trustees Regular/Committee Meeting of June 12, 2018

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the June 12, 2018 Board of Trustees Regular/Committee meeting minutes as prepared.

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

06122018 Minutes

MINUTES OF THE BOARD OF TRUSTEES REGULAR AND COMMITTEE MEETINGS OF THE GOVERNANCE, TEACHING AND LEARNING, PLANNING AND OPERATIONS, RESOURCES AND FACILITIES COMMITTEES OF JUNE 12, 2018

President Vackar called the Board of Trustees meeting to order at 6:00 p.m. in the District Office, Board Room, 3801 Market Street, Riverside, California

Trustees Present

Tracey Vackar, President
Janet Green, Vice President
Mary Figueroa, Secretary
Bill Hedrick, Member
Virginia Blumenthal, Member
Jeanette Hazelwood, Student Trustee

Staff Present

Dr. Wolde-Ab Isaac, Chancellor

Mr. Aaron Brown, Vice Chancellor, Business and Financial Services

Dr. Terri Hampton, Vice Chancellor, Human Resources and Employee Relations

Dr. Robin Steinback, President, Moreno Valley College

Dr. Bryan Reece, President, Norco College

Dr. Carol Farrar, Vice President, Academic Affairs, Riverside City College

Dr. Dyrell Foster, Vice President, Student Services, Moreno Valley College

Dr. Monica Green, Vice President, Student Services, Norco College

Dr. FeRita Carter, Vice President, Student Services, Riverside City College

Ms. Sue Tarcon, Director, Health Services, Moreno Valley College

Ms. Lisa McAllister, Director, Health Services, Norco College

Dr. Renee Martin-Thornton, Director, Health Services, Riverside City College

Mr. Robert Gunzel, Chief of Police, Riverside Community College District

Mr. Bart Doering, Director, Facilities Development

Dr. Nathaniel Jones, Vice President, Business Services, Moreno Valley College

Mr. James Reeves, Vice President, Business Services, Norco College

Dr. Chip West, Vice President, Business Services, Riverside City College

Ms. Lorraine Jones, District Compliance Officer, Human Resources and Employee Relations

Guests Present

Lieutenant Kevin Townsend, North Area Commander, Riverside Police Department

Student Trustee Jeanette Hazelwood led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

The Committee Chair Tracey Vackar convened the meeting at 6:09 p.m. Committee members in attendance: Dr. Wolde-Ab

TEACHING AND LEARNING COMMITTEE

Isaac, Chancellor.

Ms. Tarcon, Ms. McAllister and Dr. Martin-Thornton presented a report on the RCCD Mental Health Services Overview.

RCCD Mental Health Services Overview Discussion followed.

Drs. Foster, Green and Carter presented the proposed Auto-Awarding Pilot Project that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Auto-Awarding Pilot Project-RCCD

Dr. Carter reviewed the MOU with the City of Riverside Economic Development Agency Workforce Development Division, Housing Authority of the County of Riverside, Alvord Unified School District and Riverside Unified School District that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Foster Youth MOU with the City of Riverside Economic Development Agency Workforce Development Division, Housing Authority of the County of Riverside, Alvord Unified School District and Riverside Unified School District

Dr. Reece presented the Institutional Reorganization of Norco College. Discussion followed.

Presentation on the Institutional Reorganization of Norco College

Dr. Isaac led the committee review of the proposed, revised, academic calendars for 2018/2019 and 2019/2020 that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Proposed, Revised, Academic Calendar(s) 2018/2019 and 2019/2020

Dr. Isaac led the committee review of the proposed curricular changes for inclusion in the college catalog and in the schedule of class offerings that will be presented to the Board for acceptance at the June 19 regular meeting. Discussion followed.

Proposed Curricular Changes

The committee adjourned the meeting at 7:22 p.m.

Adjourned

The Committee Chair Mary Figueroa convened the meeting at 7:23 p.m. Committee members in attendance: Mr. Aaron Brown, Vice Chancellor, Business and Financial Services.

PLANNING AND OPERATIONS

Chief Gunzel and Lt. Townsend presented a report on the Centennial Plaza Complex Safety and Security. Discussion followed.

Centennial Plaza Complex Safety and Security Update

Mr. Brown, Mr. Doering, Dr. Jones, Mr. Reeves and Dr. West presented on the 2020-2024 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

2020-2024 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals

The committee adjourned the meeting at 8:07 p.m.

Adjourned

The Committee Chair Janet Green convened the meeting at 8:08 p.m. Committee members in attendance: Mr. Aaron Brown, Vice Chancellor, Business and Financial Services.

RESOURCES COMMITTEE

Ms. Jones discussed the RCCD EEO Fund Multiple Method Certification that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

RCCD EEO Fund Multiple Method Certification

Mr. Brown presented the Capital Program Executive Summary Update that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Capital Program Executive Summary Update

Mr. Brown facilitated a presentation on the Tentative Budget for FY 2018-2019 that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Tentative Budget for FY 2018-2019 and Notice of Public Hearing on the FY 2018-2019 Final Budget

The committee adjourned the meeting at 8:34 p.m.

Adjourned

The Committee Chair Bill Hedrick convened the meeting at 8:35 p.m. Committee members in attendance: Mr. Aaron Brown, Vice Chancellor, Business and Financial Services.

FACILITIES COMMITTEE

Mr. Brown presented the Cost Proposal for Structural Review for RCC Life Science/Physical Science Buildings with Rodriguez Engineering, Inc. that will be presented to the Board for approval at the June 19 regular meeting. Discussion followed.

Cost Proposal for Structural Review for RCC Life Science/Physical Science Buildings with Rodriguez Engineering, Inc.

The committee adjourned the meeting at 8:36 p.m.

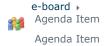
Adjourned

The Board adjourned the meeting at 8:37 p.m.

ADJOURNMENT

Official Minutes Approved on 08/21/18

Certified By:_____



Agenda Item (II-C)

Meeting 8/21/2018 - Regular

Agenda Item Approval of Minutes (II-C)

Subject Minutes of the Board of Trustees Regular Meeting of June 19, 2018

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees review and approve the minutes.

Background Narrative:

Recommended approving the June 19, 2018 Board of Trustees Regular meeting minutes as prepared.

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

06192018 Minutes

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING OF JUNE 19, 2018

President Vackar called the Board of Trustees meeting to order at 6:00 p.m. in the District Office, Board Room, 3801 Market Street, Riverside, California.

CALL TO ORDER

Trustees Present

Tracey Vackar, President
Janet Green, Vice President
Virginia Blumenthal, Board Member
Bill Hedrick, Board Member
Jeanette Hazelwood, Student Trustee

<u>Trustees Absent</u> Mary Figueroa, Secretary

Staff Present

Dr. Irv Hendrick, Acting Chancellor

Mr. Aaron Brown, Vice Chancellor, Business and Financial Services

Dr. Terri Hampton, Vice Chancellor, Human Resources and Employee Relations

Dr. Dyrell Foster, Vice President, Student Services, Moreno Valley College

Dr. Bryan Reece, President, Norco College

Dr. Carol Farrar, Vice President, Academic Affairs, Riverside City College

Dr. LaTonya Parker, Academic Senate Representative, Moreno Valley College

Dr. Rhonda Taube, Professor, Art, Riverside City College

Ms. Elena Santa Cruz, Vice President, CSEA

Guests Present

Ms. Debra Yorba, Vice President, Keenan and Associates

Student Trustee Jeanette Hazelwood led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Green/Blumenthal moved that the Board of Trustees approve Trustee Figueroa's absence as excused. Motion carried. (4 ayes, 1 absent [Figueroa])

MOTION TO EXCUSE ABSENCE

David Santillan, Assemblymember Sabrina Cervantes representative, spoke on state budget accomplishments. **PUBLIC COMMENTS**

Earl Burnett and Lisa Cooks discussed janitorial and vocational training options in Moreno Valley.

Green/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Regular/Committee Meeting of May 1, 2018. Motion carried. (4 ayes, 1 absent [Figueroa])

MINUTES OF THE BOARD OF TRUSTEES REGULAR/COMMITTEE MEETING OF MAY 1, 2018

Green/Hedrick moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of May 11 and MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF MAY 11 AND 12, 2018 12, 2018. Motion carried. (4 ayes, 1 absent [Figueroa])

Hedrick/Green moved that the Board of Trustees approve the minutes of the Board of Trustees Regular Meeting of May 15, 2018. Motion carried. (4 ayes, 1 absent [Figueroa])

MINUTES OF THE BOARD OF TRUSTEES REGULAR MEETING OF MAY 15, 2018

Green/Blumenthal moved that the Board of Trustees approve the minutes of the Board of Trustees Special Meeting of May 29, 2018. Motion carried. (3 ayes, 1 abstention [Hedrick], 1 absent [Figueroa])

MINUTES OF THE BOARD OF TRUSTEES SPECIAL MEETING OF MAY 29, 2018

CHANCELLOR'S REPORTS

Acting Chancellor Hendrick recognized the following faculty who were granted the Rank of Emeritus: Dr. Diane Marsh, Chemistry; Dr. Bonavita Quinta-MacCallum, Spanish, Ms. Cynthia Tenpas, Library Services; Dr. Joanne Dierdorff, Dance and Theatre Arts; Dr. Rachel Stone, World Languages; and Mr. Charles Wyckoff, Business Administration.

Presentation of Rank of Emeritus for 2017-2018

Dr. Taube presented on the Art History program at Riverside City College.

Five to Thrive Presentation on Art History

Green/Blumenthal moved that the Board of Trustees approve Resolution Number 65-17/18, Order of Election of Riverside Community College District, Riverside, California – Resolution ordering consolidated governing board member biennial election, specifications of the election order, and request for consolidation for the November 6, 2018 election; and send Order of Election to the Registrar of Voters and County Superintendent of Schools. Motion carried. (4 ayes, 1 absent [Figueroa])

Resolution Number 65-17/18 Ordering of Consolidated Governing Board Member Biennial Election, Specification of the Election Order and Request for Consolidation

Ms. Yorba reported they are finalizing the renewals for next year and are actively working on one open case. Healthcare Update

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

Future Monthly Committee Agenda Planner and Annual Master Planning Calendar Student Trustee Hazelwood presented the report about recent and future student activities at Moreno Valley, Norco, and Riverside City colleges and Riverside Community College District.

STUDENT REPORT

CONSENT ITEMS

Action

Green/Hedrick moved that the Board of Trustees:

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

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

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

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$8,681,335, and District Warrant Claims totaling \$7,541,134;

Approve adding the revenue and expenditures of \$82,896 to the budget;

Approve adding the revenue and expenditures of \$185,000 to the budget;

Approve adding the revenue and expenditures of \$50,000 to the budget;

Approve adding the revenue and expenditures of \$22,978 to the budget;

Approve adding the revenue and expenditures of \$35,000 to the budget;

Approve adding the revenue and expenditures of \$8,000 to the budget;

Academic Personnel

Classified Personnel

Other Personnel

Purchase Order and Warrant Report

– All District Resources

Resolution No. 66-17/18 – 2017-2018 Basic Skills Program

Resolution No. 67-17/18 – 2017-2018 Full Time Student Success Program

Resolution No. 68-17/18 – 2017-2018 Community College Completion Grant

Resolution No. 69-17/18 – 2017-2018 CA STEP Grant

Resolution No. 70-17/18 – 2017-2018 Deputy Sector Navigator Grant

Resolution No. 71-17/18 – 2017-2018 Growing Inland Achievement

Grant

Award Bid Number 2017/18-34, Library Re-Roofing at Norco College in the total amount of \$536,245 to C.I. Services, Inc.;

Bid Award for Library Re-Roofing

Approve the purchase of athletic equipment and uniforms, from BSN Sports, LLC, utilizing the National IPA Contract No. R160701;

Purchase Athletic Equipment and Uniforms, Utilizing the National Intergovernmental Purchasing Alliance Company (National IPA) Contract

Approve the purchase of first aid safety products and services, from Cintas Corporation, utilizing the U.S. Communities Government Purchasing Alliance Contract No. 12-HLH-011C;

Purchase First Aid Safety Products and Services, from Cintas Corporation, Utilizing the U.S. Communities Government Purchasing Alliance Contract No. 12-HLH-011C

Approve the selection of REACH Employee Assistance, Inc. to provide Employee Assistance Program Services for the District; RFP Award for Employee Assistance Program Services

Approve the purchase of carpet and resilient flooring; synthetic turf and sports flooring; sports equipment; interior finishing materials; and exterior landscape beatification products from the KYA Group, utilizing the Foundation of California Community Colleges Contract Numbers CB #14-205, CB #14-206; CB #14-207, and CB #224-17;

Purchase Carpet and Resilient Flooring; Synthetic Turf and Sports Flooring and Equipment; Interior Finishing Materials; and Exterior Landscape Beatification Products, Utilizing the Foundation for California Community Colleges Contract

Ratify contracts totaling \$1,017,596 for the period of May 1, 2018 through May 31, 2018;

Contracts and Agreements Report Less than \$90,200 – All District Resources

Approve Amendment No. 1 for Architectural and Design Services for the Veterans Resource Center (VRC) and Site Planning project with Ruhnau Clarke Architects in the amount not to exceed \$23,000 plus an additional allowance of \$2,000 for reimbursable expenses related to the site Master Planning; Amendment No. 1 for Architectural and Design Services for Veterans Resource Center (VRC) and Site Planning project with Ruhnau Clarke Architects

Approve the selection of Dudek to conduct a Mitigated Negative Declaration (MND) report in compliance with the California Environmental Quality Act (CEQA), for the Construction of the Veterans Resource Center at Norco College; and the Agreement with Dudek in the amount of Agreement for Mitigated Negative Declaration (MND) Report in Compliance with CEQA for the Norco College Veterans Resource Center \$126,134;

Approve the contract for the period of July 1, 2018 through June 30, 2019 not to exceed \$600,000;

Contract for Apprentice Training Program Remittance to Riverside County Educational and Training Trust Fund

Approve the contract for the period of July 1, 2018 through June 30, 2019 not to exceed \$600,000;

Contract for Apprentice Training Program Remittance to Local Union 477, I.B.E.W. – Southern Sierras, N.E.C.A. Educational and Training Trust

Approve Out-of-State-travel;

Out-of-State-Travel

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

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

Notice of Completion

Motion carried. (4 ayes, 1 absent [Figueroa])

CONSENT AGENDA INFORMATION

The Board received the Monthly Financial Report for month ending May 31, 2018

Monthly Financial Report for Month Ending –May 31, 2018

BOARD COMMITTEE REPORTS

Governance

Blumenthal/Green moved that the Board of Trustees approve Board Policy and Administrative Procedure 6307 – Debt Issuance and Management. Motion carried. (4 ayes, 1 absent [Figueroa])

Board Policy for Approval and Second Reading – BPAP 6307 Debt Issuance and Management

Teaching and Learning

Vackar/Blumenthal moved that the Board of Trustees approve the use of the Auto-Awarding Pilot Project-RCCD. Motion carried. (4 ayes. 1 absent [Figueroa])

Auto-Awarding Pilot Project-RCCD

Vackar/Blumenthal moved that the Board of Trustees approve the Foster Youth MOU with the City of Riverside Economic Development Agency Workforce Development Division, Housing Authority of the County of Riverside, Alvord Unified School District and Riverside Unified School District. Motion carried. (4 ayes, 1 absent [Figueroa])

Foster Youth MOU with the City of Riverside Economic Development Agency Workforce Development Division, Housing Authority of the County of Riverside, Alvord Unified School District and Riverside Unified School District

Vackar/Blumenthal moved that the Board of Trustees approve the revised academic calendars for 2018-2019 and 2019-2020. Motion carried. (4 ayes, 1 absent [Figueroa])

Proposed, Revised, Academic Calendar(s) 2018/2019 and 2019/2020

Vackar/Green moved that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and in the schedule of class offerings. Motion carried. (4 ayes, 1 absent [Figueroa]) **Proposed Curricular Changes**

Hedrick/Green moved that the Board of 2020-2024 Five

Trustees approve the 2020-2024 Five-Year Capital Construction Plan; the Initial Project Proposals for Library Learning Resource Center (Norco College), MLK Renovation (Riverside City College), Center for Human Performance (Moreno Valley College), Cosmetology Building (Riverside City College); and the Final Project Proposals for Library Learning Center (Moreno Valley College), Center for Human Performance and Kinesiology (Norco College), and Life Science/Physical Science (Riverside City College). Motion carried. (4 ayes, 1 absent [Figueroa])

2020-2024 Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals

Planning and Operations

Resources

Green/Blumenthal moved that the Board of Trustees approve the RCCD EEO Fund Multiple Method Certification Form and authorize Human Resources and Employee Relations to submit it. Motion carried. (4 ayes, 1 absent [Figueroa])

RCCD EEO Fund Multiple Method Certification

Green/Blumenthal moved that the Board of Trustees approve the updated Capital

Capital Program Executive Summary Update

Program Executive Summary report reflecting the status of Measure C project commitments, income allocations, and remaining Measure C project balances; and adding additional income in the amount of \$4,251,338 as of June 30, 2017. Motion carried. (4 ayes, 1 absent [Figueroa])

Green/Blumenthal moved that the Board of Trustees approve the FY 2018-2019 Tentative Budget, as presented, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools. Announcing that the proposed FY 2018-2019 Final Budget will be available for public inspection beginning September 13, 2018, at the Office of the Vice Chancellor, Business and Financial Services: and the public hearing will be held at 6:00 p.m. at a Board meeting on September 17, 2018, to be followed by the adoption of the FY 2018-2019 Final Budget. Motion carried. (4 ayes, 1 absent [Figueroa])

Tentative Budget for FY 2018-2019 and Notice of Public Hearing on the FY 2018-2019 Final Budget

Facilities

Hedrick/Green moved that the Board of Trustees ratify the cost proposal with Rodriguez Engineering, Inc. to provide a structural review for the Riverside City College Life Sciences/Physical Science Reconstruction project, and authorize use of the College's Measure C Allocation in the amount not to exceed \$29,500. Motion carried. (4 ayes, 1 absent [Figueroa])

Cost Proposal for Structural Review for RCC Life Science/Physical Science Buildings with Rodriguez Engineering, Inc.

ADMINISTRATIVE REPORTS

Presidents

Dr. Foster, Vice President, Moreno Valley College, Dr. Reece, President, Norco College and Dr. Farrar, Vice President, Riverside City College updated the Board on the upcoming events and activities occurring at their colleges.

ACADEMIC SENATE REPORTS

Dr. Parker presented the report on behalf of Moreno Valley College.

Moreno Valley College

Dr. Taube presented the report on behalf of the CTA.

Ms. Santa Cruz presented the report on behalf of the CSEA.

Trustee Green thanked Dr. Hendrick for serving as Acting Chancellor; appreciated all the various presentations at tonight's meeting.

Trustee Blumenthal commented on the events she attended last month; congratulated the colleges on their commencement ceremonies and the graduates for their pride and accomplishments; thanked Student Trustee Hazelwood for her service on the Board.

Trustee Hedrick thanked Student Trustee Hazelwood for her service on the Board; commented on the events he attended last month.

Trustee Vackar thanked Student Trustee
Hazelwood and the other trustees for their service
on the Board; acknowledged Trustee Blumenthal
for the past several years as Board President;
looking forward to the ACCT Conference in
October where Chief Gunzel, Mike Simmons and
Trustee Figueroa will present on the District's
safety program; currently working with Strategic
Communications/Web Development on updating
the Board's web page.

The Board adjourned the meeting at 7:45 p.m.

Official Minutes Approved on 08/21/18

Certified By:

BARGAINING UNIT REPORTS

CTA – California Teachers Association

CSEA – California School Employees Association

BUSINESS FROM BOARD MEMBERS

Update from Members of the Board of Trustees on Business of the Board

ADJOURNMENT



Agenda Item (IV-A)

Meeting 8/21/2018 - Regular

Agenda Item Chancellor's Reports (IV-A)

Subject Chancellor's Communications

College/District District

Information Only

Background Narrative:

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

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

None.



Agenda Item (IV-B)

Meeting 8/21/2018 - Regular

Agenda Item Chancellor's Reports (IV-B)

Subject Swearing In of 2018-2019 Student Trustee

College/District District

Information Only

Background Narrative:

The Chancellor will administer the oath of office for the 2018-2019 Student Trustee, Jacob Alexander Velasquez.

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

None.



Agenda Item (IV-C)

Meeting 8/21/2018 - Regular

Agenda Item Chancellor's Reports (IV-C)

Subject Moreno Valley College Promise Initiative

College/District Moreno Valley

Information Only

Background Narrative:

Dr. Andrew Sanchez, Dean, Grants and Equity Initiatives and Ed Alvarez, Director, First Year Experience will provide a presentation on the development, success and future of the College Promise Initiative at Moreno Valley College.

Prepared By: Robin Steinback, President, Moreno Valley College Dyrell Foster, Vice President, Student Services (MVC)

Attachments:

MVC Promise Initiative Presentation



Moreno Valley College Promise Initiative

Riverside Community College District Board of Trustees – Regular Meeting Tuesday, August 21, 2018



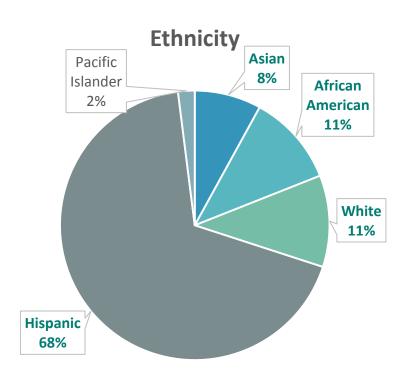
MVC Promise

The Moreno Valley College Promise is a commitment to creating equitable opportunities that allow students within our community to access post-secondary education and achieve educational and career success





College Promise Student Demographics Snapshot



■ Asian ■ African American ■ White ■ Hispanic ■ Pacific Islander

Students at or below poverty line: 65%

MVC Ethnicity Representation

Latinx (Hispanic) 58%

White 19%

African American 16%

Asian 3%

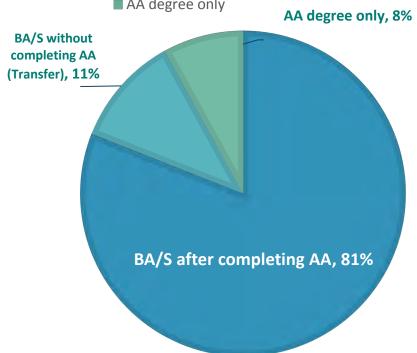
Pacific Islander 4%



College Promise Student Impact Snapshot

EDUCATIONAL GOAL

- BA/S after completing AA
- BA/S without completing AA (Transfer)
- AA degree only



TOP THREE MAJORS:

- Math & Science
- Social & Behavioral Studies
 - Business Administration

STUDENT SUCCESS

- Summer Guidance Course: 100%
 - Median GPA: 2.85
 - Average Units Completed: 30



College Promise Benefits & Activities

- Enrollment fees, college fees and textbooks covered
 - for the first year of college
- Early priority registration
- Dedicated College Promise counselors
- Access to a student success coach
- Academic support including supplemental instruction and tutoring
- One Book/One College Program (book titles)
- College enrollment assistance at local high schools
- UC campus visit





College Promise Student Requirements

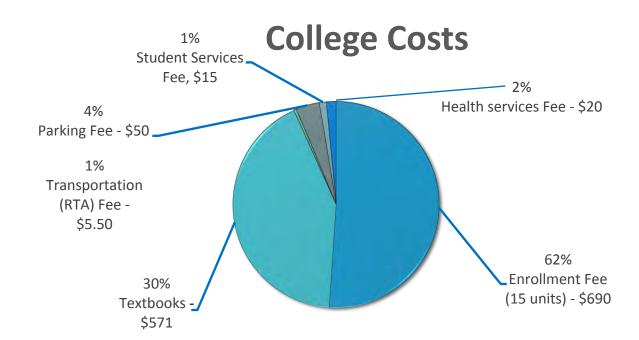
- Successfully complete minimum of 30 units per year
- Enroll full-time during fall and spring and in at least one class in winter, & spring
- Enroll in a college success strategy course
- Enroll in English and math courses during the first year
- Meet with a Counselor each semester
- Complete a comprehensive educational plan





MVC Promise

The Moreno Valley College Promise Program covers student enrollment other college fees, and textbooks during the first year of college.



Average cost per student per semester: \$1,351.00

Average cost per student per year: \$2,703.00



College Promise 2016-17

Summer 2016

- Student Equity Workgroup
- Creation of a First Year Experience Program
- To begin with Summer Bridge 2016
- Summer workshops
- 81 participating students
- Fall 2016
 - Faculty driven
 - Acceleration and Basic Skills Completion
 - Enrollment in twelve units
 - Students took math, English, and guidance
 - 77 participating students





College Promise 2017-18

Summer 2017

- Expand the student participation goal
- Offer credit courses during summer
- Enhance community building activities
- 294 participating students

Fall 2017

- Student Equity & faculty recommendations
- Coordinated enrollment similar to cohort model
- Coordinated Supplemental Instruction and tutoring
- 506 participating students





College Promise 2018-19

- Summer 2018
 - Significant College Promise outreach with partners
 - Off campus and on campus program orientations
 - One-stop enrollment activities
 - Credit courses during summer
 - English 1A
 - Math
 - Guidance 45
 - English workshop for basic skills placements
 - Community building activities / college success skills
 - 582 participating students





College Promise 2018-19

- Fall 2018
 - Faculty recommendations
 - Enhanced coordinated cohort style enrollment
 - English 1A
 - English 91+1A
 - Math
 - Guidance
 - Enhanced Supplemental Instruction and tutoring
 - 585 participating students as of summer 18
 - Moreno Valley College Welcome Day Participation





Promise Program Moving Forward...

1st year promise students are now connected and engaged on campus and will be purposefully transitioned into second year support programs that maybe available to them such as: ACES/TRIO, EOP&S, UMOJA, Puente; they will also continue to receive early registration during their 2nd year

Lessons Learned:

- Student academics
- Program sustainability
- Sustained financial support

Contributed to a 7.7% increase in overall student enrollment at MVC compared last year

Contributed to an 10% increase in the percent of students enrolled full-time at MVC, from 11% last year to 21% this year



Thank you Riverside Community College District Board of Trustees for supporting the MVC College Promise





Agenda Item (IV-D)

Meeting 8/21/2018 - Regular

Agenda Item Chancellor's Reports (IV-D)

Subject Five to Thrive Presentation: Human Services Program at Moreno Valley College

College/District Moreno Valley

Information Only

Background Narrative:

Each month a faculty member is invited through the Academic Senate to present on a topic related to educational programs and services. This month, Professor of Human Services, James Banks, Assistant Professor, Rachel Dyer, and HMS students will present on the development of the Human Services Program and Human Services Club. The program anticipates forty-one new curriculum-approved course offerings and seven new certificates which include: Behavioral Therapist, Careers in Social Work, Drug and Alcohol Studies, Family Studies, Multi-Cultural Counseling, Social Justice System Studies and Social Work Administration Studies. A Human Services Learning Community has been developed with the Guidance Department as well as a partnership with the BSSOT (Basic Skills Student Outcomes and Transformation) grant to create contextualized courses for students in the human services and related fields of study. This presentation will include projected program goals, college-based activities and community engagement practices. C.A.P.E. (Community Achievement Programs in Education) is presented as the discipline's program which provides a myriad of resources and internship/externship opportunities for students. This briefing will also cover developments in student equity regarding outcomes of the campus food bank and clothing closet. The club is privileged to announce that over 550 meals have been provided to families of the Moreno Valley community in the past academic year and continues to provide service-based learning opportunities for students to respond to the needs of the community as a part of the program each semester.

Prepared By: Robin Steinback, President, Moreno Valley College Carlos Lopez, Interim Vice President, Academic Affairs

Attachments:

MVC Human Services Club Presentation





Newly Proposed Program Name

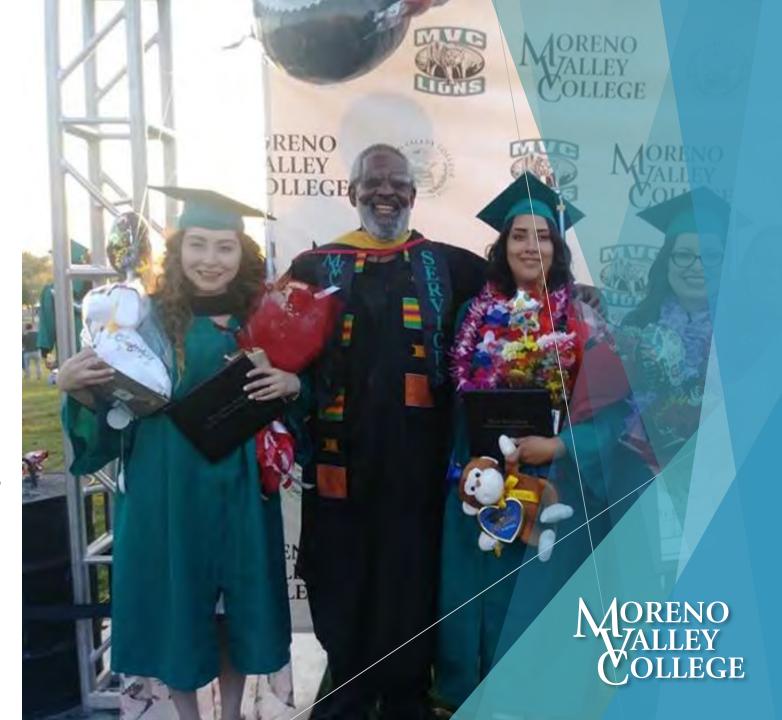
Human Services, Social Work, and Counseling Practices Program

"A Passion for Helping Others"



New Certificate Programs

- Behavioral Therapist
- Careers in Social Work
- Drug and Alcohol Studies
- ► Family Studies
- Multi-Cultural Counseling
- Social Justice System Studies
- Social Work Administration Studies





New Course Developments

- Implemented Fall 2017
 - Contextualized MAT-37/Transfer Support: Transition to MAT-12 Statistics
- Implementing Fall 2018
 - Guidance 46 Intro Transfer Process/Human Services Learning Community
- Implementing Spring 2019
 - Contextualized English/Transfer Support: Transition to English 1A + 91
- Implementing 41 newly approved Human Services Courses

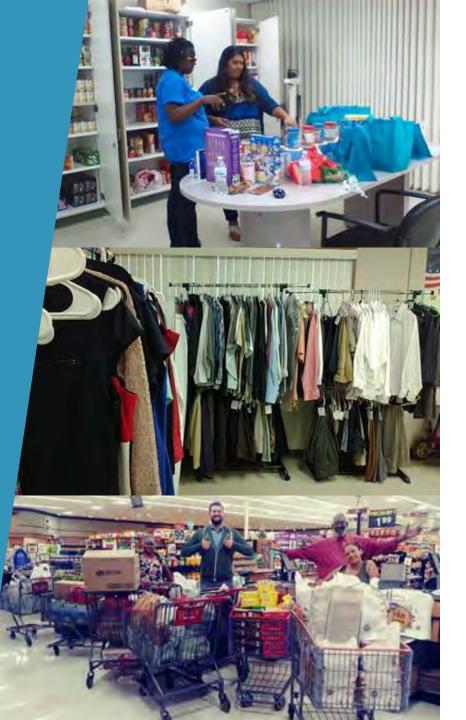


C.A.P.E. "We've Got You Covered"

Community Achievement Programs in Education (C.A.P.E.)

- Service-based learning
- Primary & secondary school volunteer opportunities
- Collegiate-based internship & externship experiences
- Community & collegiate exchange program
- HMS faculty development program





Food Bank and Clothing Closet

► Food Bank:

- 7,800 lbs. of food went to 191 underserved students and their families in Spring 2018
- Clients included foster youth, veterans, and EOPS students
- Over 400 hours of volunteer opportunities given to students

Clothing Closet

- Distributed interview clothing to 22 students in Spring 2018
- Allowed for confidence-building and empowerment
- Over 100 hours of volunteer opportunities given to students





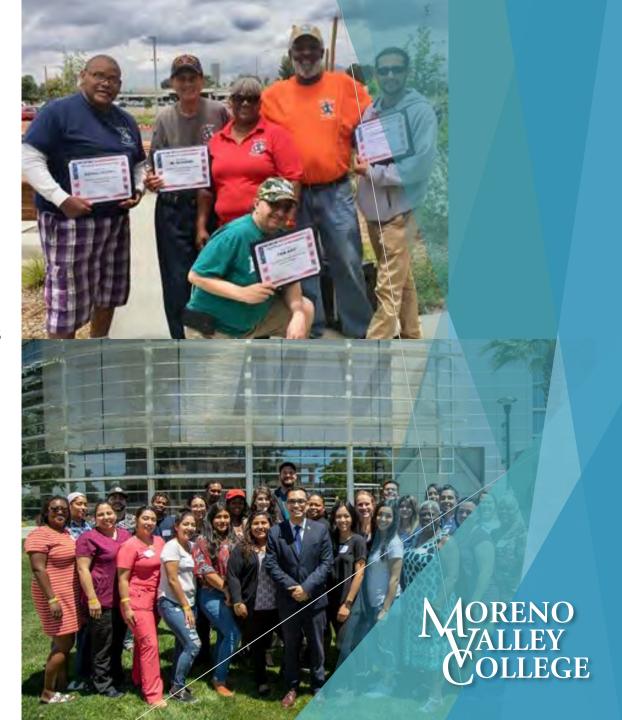
Human Services Office and Resource Center

- ► 180+ students frequented the HMS Office and Resource Center (Spring 2018)
- ▶ We offer our students referral information for:
 - Suicide Prevention
 - Health Services
 - Stress Management
- Specialized Student Resources:
 - Peer-to-Peer Counseling
 - Volunteer Coordination
 - ► Employment Assistance
 - Computer & Printer Access
 - Academic Assistance
 - Financial Aid Assistance



Community Engagement

- MoVaLEARNS Mayoral Challenge Program
 - ▶ Helping to alleviate the Earn vs. Learn Dilemma
- Annual U.S. Veterans Barbeque
 - Provided 200 meals to vets and their families
- Community Egg Hunt
 - ► Gift baskets distributed to 90 local children and families
- Annual Mothers Day Brunch
 - ▶ 100 meals distributed to underserved families
- Annual Thanksgiving Dinner Outreach
 - ▶ 125 meals distributed to underserved families
- Annual Christmas Gift Outreach
 - ▶ 125 meals and 125 gift cards distributed to underserved families
- Adopt-a-Street Program
 - New program beginning Fall 2018



In Loving Memory of Emily Beal



► The Human Services Program dedicates the 2018-2019 school year to Emily Beal who was a graduate of the HMS Program and was an ardent supporter of the Human Services Club.

May She rest in Peace.





Agenda Item (IV-E)

Meeting 8/21/2018 - Regular

Agenda Item Chancellor's Reports (IV-E)

Subject Healthcare Update

College/District District

Information Only

Background Narrative:

At the November 5, 2013 regular Board of Trustees meeting, the Board of Trustees requested an update of the healthcare issue at each Board meeting.

Any new claims or concerns will be brought forward.

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

None.



Agenda Item (IV-F)

Meeting 8/21/2018 - Regular

Agenda Item Chancellor's Reports (IV-F)

Subject Future Monthly Committee Agenda Planner and Annual Master Planning Calendar

College/District District

Information Only

Background Narrative:

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

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

Master Planning Calendar

RECOMMENDED 2018-19 GOVERNING BOARD AGENDA MASTER PLANNING CALENDAR

Month	Planned Agenda Item *(Consent Item)
August	Resolution Regarding Appropriations Subject to Proposition 4 – Gann Limitation*
September	CCFS-311Q-Quarterly Financial Status Report (4 th Quarter) *
	Public Hearing and Budget Adoption for the Fiscal Year RCCD Budget
October	Annual Master Grant Submission Schedule
	Emeritus Awards, Faculty
	Presentation of Annual Report by Measure C Citizens' Bond Oversight Committee
	CCFS 311 Annual Financial and Budget Report*
	Jeanne Clery Act Report
November	CCFS-311Q Financial and Budget Report (1st Quarter)*
Dagarahan	Annual Proposition 39 Financial and Performance Audits Operational Machines Float the President Vise President and Country of the Pound of
December	Organizational Meeting: Elect the President, Vice President and Secretary of the Board of Trustees Passed association and appreciate an
	Trustees; Board association and committee appointments.
	 Annual Board of Trustees Meeting Calendar for January-December Annual District Academic Calendar
	 Annual Independent Audit Report for RCCD Annual Independent Audit Report for RCCD Foundation
	Fall Scholarship Award to Student Trustee
	Signature Authorization*
January	Grants Office Annual Winter Report
January	Federal Legislative Update
	Annual Nonresident Tuition and Capital Outlay Surcharge Fees*
	Proposed Curricular Changes
February	CCFS-311Q-Quarterly Financial Status Report (2 nd Quarter)*
, , ,	Presentation of Governor's Budget Proposal
	Recommendation Not to Employ (March 15 th Letters)
March	Annual Adoption of Education Protection Account Funding and Expenditures
April	Academic Rank – Full Professors
•	Annual Authorization to Encumber Funds (Resolution for RCOE)
	Proposed Curricular Changes
	Agreement for Information Technology Support Services to the Galaxy System with
	Riverside County Superintendent of Schools*
May	CCFS-311Q-Quarterly Financial Status Report (3 rd Quarter)
	Presentation on New Student Centered Funding Formula Proposal and RCCD Budget
	Planning
	Spring Scholarship Award to Student Trustee
	Summer Workweek
	College Closure – Holiday Schedule Resolution to Recognize Closeified School Employee Wools
	 Resolution to Recognize Classified School Employee Week Board of Trustees Annual Self-Evaluation
	 Board of Trustees Annual Self-Evaluation Chancellor's Evaluation
	 Annual Institutional Effectiveness Goals for Fiscal Viability and Programmatic Compliance
	with State and Federal Guidelines
June	Administration of Oath of Office to Student Trustee
Julie	Department Chairs and Stipends, Academic Year
	Coordinator Assignments
	Extra-Curricular Assignments
	Notices of Employment–Tenured Faculty; Contract Faculty; and Categorically Funded
	Academic Administrator Employment Contracts
	Tentative Budget and Notice of Public Hearing on the Final Budget
	Five-Year Capital Construction Plan, Initial Project Proposals and Final Project Proposals
	Moreno Valley College Catalog
	Norco College Catalog
	Riverside City College Catalog
	Board Self Evaluation – Reporting Out

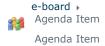
A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff and Facilities Development	Vice Chancellor, Business & Financial Services; Vice Chancellor, Diversity and Human Resources	Chief of Staff and Facilities Development
Updated 11/8/17	 ■ Board report and/or backup not yet complete – review pending. ✓ Board report & backup materials attached for review by the Cabinet. ★ Approved by the Cabinet for placement on the Board agenda. ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 07/31/2018 & 08/14/2018. 	 Student Services Welcome Center Project (Brown/Doering) Architecture Services for the MVC Student Services Welcome Center Project (Brown/Doering) 		

Updated 11/8/17

COMMITTEES OF THE BOARD OF TRUSTEES - PLANNING WORKSHEET

A. Governance	B. Teaching and Learning	C. Planning and Operations	D. Resources	E. Facilities
Chancellor	Vice Chancellor, Academic Affairs	Chief of Staff and Facilities Development	Vice Chancellor, Business & Financial Services; Vice Chancellor, Diversity and Human Resources	Chief of Staff and Facilities Development
	■ Board report and/or backup not yet complete — review pending. ✓ Board report & backup materials attached for review by the Cabinet. ★ Approved by the Cabinet for placement on the Board agenda. ALL FINAL REPORTS DUE TO THE CHANCELLOR'S OFFICE BY 08/28/2018 & 09/10/2018.	 Licensing Agreement for Corrections Platform Training Facility at BCPSTC with County of Riverside (Brown/Doering) Amendment to Ground Lease for Educational Center at BCPSTC with County of Riverside (Brown/Doering) 	■ Public Hearing and Budget Adoption for the FY 2018-2019 RCCD Budget (Brown)	

Updated 11/8/17



Agenda Item (V-A)

Meeting 8/21/2018 - Regular

Agenda Item Student Report (V-A)

Subject Student Report

College/District District

Information Only

Background Narrative:

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

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

Moreno Valley College Norco College Riverside City College



MORENO VALLEY COLLEGE ASSOCIATED STUDENTS BOARD REPORT August, 2018

- ASMVC held its Annual Mandatory Summer Training, Tuesday, July 31, 7:30 am 4:30 pm. Approximately thirty ASMVC officers, and student commissioners attended the event. Student Services and Academic Services Personnel were invited to speak and share information about the services they offer.
- The Student Senate have been meeting this summer to approve ASMVC Applicants, approve projected expenses, and provided with brief orientations/trainings at the end of each meeting to share the duties, roles and responsibilities of being a Student Senate. Additionally, the Senators developed a "2-Resolutions" to be presented at the Student Senate for California Community Colleges, General Assembly in October. The resolutions addresses, "ease of students to drop/withdraw from classes currently enrolled in without penalties due to "Natural Disasters" i.e., as a result of current fires or other natural disasters in our state and advocating for all community colleges in the state of California to host a "Mental Health Awareness Week". Will keep everyone posted on the results of this resolutions.
- On Monday, July 2, 2018, we welcomed a new member to our MVC/ASMVC family, Ms. Barbra Retana, the new Student Activities Clerk.
- On Saturday, August 25, ASMVC will be participating in the "Annual MVC Community Welcome Day" event on campus. ASMVC will serve as College Ambassadors, "table" the event, and speak with students as they visit the Student Activities Center.



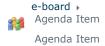
Status Report

Norco College is having their annual Welcome Day on Saturday, August 25, 2018 at 9am. ASNC is planning to have campus tours, to allow students to feel more comfortable knowing their campus, student panels, and have students ask questions about different opportunities on campus as well as tips for first year college students. ASNC is also planning to have their semester Welcome Week on August 27 – August 30 where students can attend information booths and have access to campus maps, spirited school supplies, as well as access to resources around campus. ASNC is also working with facilities on having more shade on campus for students to enjoy sitting under and have more study space without the heat from the sun bothering them. The Associated Students of Norco College has a full executive board for the 2018-2019 school year and plan on taking the incoming student body, as a whole, to a retreat on Friday, August 17, 2018 to learn the responsibilities of their positions as well as how to help the students on campus and making their concerns heard.



Riverside City College Board Report August 2018

- Riverside City College's Associated Students held multiple Senate meetings to have Committee Directors Angel Contreras, Brian Colon, Tristin Morales, Oscar Pizano, and augYamina Inzunza approved into their appointed positions.
- Throughout the summer we held an information booth on campus as a recruiting technique to bolster our membership. We also had a booth held during the Promise Program orientation's lunch three times for the same reasoning, both of which were successful in garnering interest.
- ASRCC held a large office, lounge, and club room organization and cleaning event on August 7th to improve the cleanliness and therefore professionalism of the spaces.
- Welcoming Day will be participated in by holding touring for new students as well as having booths set up for the difference branches of student government to recruit new members. We will also assist several clubs which will be present as well.
- An information booth will be held on campus 7:00 AM to 6:00 PM August 27th and 28th to assist new students.
- A book exchange will be held 8:00 AM to 5:00 PM August 28th, 29th, and 30th to allow students to buy and sell text books with one another.
- ASRCC will hold its first recurring "Tiger Pride" event on August 30th from 12:00 PM to 2:00 PM as a back to school barbecue.
- ASRCC will also be holding an open house event on September 4th and 5th from 12:00 PM to 2:00 PM for new students to meet with different staff members and join the organization in the branch of their choosing.



Agenda Item (VI-A-1)

Meeting 8/21/2018 - Regular

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

Subject Academic Personnel

College/District District

Funding

Recommended

Action

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

Background Narrative:

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

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

20180821_Academic Personnel

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES AND EMPLOYEE RELATIONS

Subject: Academic Personnel Date: August 21, 2018

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 appointment(s) and authorizes the Vice Chancellor, Human Resources and Employee Relations to sign the employment contracts:

a. Management Contract

	Term of	Salary
Position	Employment_	<u>Placement</u>
Dean, Student Services	07/01/18-06/30/20	X-2
LEGE		
Dean of Instruction	07/01/18-06/30/20	Z-5
(Languages, Humanities		
& Social Sciences)		
	EGE Dean of Instruction (Languages, Humanities	Position Employment Dean, Student Services 07/01/18-06/30/20 EGE Dean of Instruction (Languages, Humanities 07/01/18-06/30/20)

b. Contract Faculty

		Effective	Salary
<u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Placement</u>
MORENO VALLEY CO	DLLEGE		
ASSISTANT PROFESS	OR		
Yerushalmian, Sara	Psychology	08/21/18	H-6
NORCO COLLEGE			
ASSISTANT PROFESS	OR		
Mirzaei, Farshid	Drafting	08/21/18	F-6
Davis, Anthony Sean	Counselor/Coordinator,	08/21/18	G-6
	Umoja		
RIVERSIDE CITY COL	_		
ASSISTANT PROFESS	OR		
Delgadillo, Guadalupe	Counseling	08/21/18	E-3
Orlando, Joshua	Pastry Arts	08/21/18	F-6
INSTRUCTOR			
Alcantar, Angelina	Automotive Technology	08/21/18	D-4

Subject: Academic Personnel Date: August 21, 2018

1. Appointments (Continued)

c. Long-Term, Temporary Faculty

		Effective	Salary
<u>Name</u>	<u>Position</u>	Date	<u>Placement</u>
MORENO VALI	LEY COLLEGE		
VISITING ASSIS	STANT PROFESSOR		
Cruz, Luciano	Sociology (2018-2019 Academic	08/21/18	G-1
	Year)		
NORCO COLLE	GE		
VISITING ASSIS	STANT PROFESSOR		
Standen, Susan	Biology/Anatomy & Physiology	08/21/18	D-6
	(2018-2019 Academic Year)		
RIVERSIDE CIT			
VISITING ASSIS	STANT PROFESSOR		
Denham,	Communication Studies (2018-19	08/21/18	H-6
Jonathan	Academic Year)		
Pennington,	Biology (2018-19 Academic Year)	08/21/18	H-1
Marcus			
Silver, Patricia	Nursing (2018-19 Academic Year)	08/21/18	G-6

d. Extra-Curricular, Academic Year 2018-19

Additions/Changes to the list submitted/approved by the Board of Trustees on June 19, 2018.

<u>Name</u>	<u>Activity</u>	Add/Change/Remove
Diaz, Jonathan	Asst. Soccer Coach (M)	Add 100%
Jalayer, Lynsey	Head Cross Country Coach (W)	Add 100%
McMahon, James	Asst. Cross Country Coach (W)	Add 100%
Moreno, Jose Angel	Asst. Soccer Coach (M)	Add 100%
Tongg, Michael	Head Soccer Coach (W)	Add 100%

e. Department Chairs and Stipends, Academic Year 2018-19

Changes to the list submitted/approved by the Board of Trustees on June 19, 2018.

<u>Name</u>	<u>Department</u>	<u>Stipena</u>
Tran, Phu	Science & Technology	32.5% (Spring 2019)
Gutierrez, Monica	Science & Technology	32.5% (Fall 2018)

Subject: Academic Personnel Date: August 21, 2018

2. Salary Placement Correction

At their meeting of August 15, 2017 & June 19, 2018, the Board of Trustees approved the appointments of the following faculty members. The employees have provided appropriate verification of experience and/or coursework completed that will affect their salary placement.

It is recommended the Board of Trustees approve the correction of salary placement for the faculty members listed below:

<u>Name</u>	<u>Discipline</u>	Placement	Effective Date
Felton, Adam	Psychology	H-6	08/22/17
Patterson, Carrie	Communication	C-3	08/21/18
	Studies		
Rosales, Carolyn	English	D-5	08/23/16
Van Holland, Denise	Dental Hygiene	E-6	08/21/18
Webber, Kendralyn	Political Science	H-4	08/21/18

3. Categorically Funded Academic Administrator Contracts

At their meeting of June 19, 2018, the Board of Trustees approved the Academic Administrator Contract of Alberto Jimenez for the period of 07/01/18 – 06/30/19. The contract should have been listed as a Categorically Funded Academic Administrator Contract.

It is recommended the Board of Trustees approved the corrected Categorically Funded Academic Administrator contract for Alberto Jimenez for the period of 07/01/18 - 06/30/19.

4. Rescind request for an Unpaid Leave of Absence

Ms. Maria Jurado, Assistant Professor, Counseling requested to rescind the unpaid leave of absence from September 5, 2018 – September 15, 2018 that was approved by the Board of Trustees at the May 15, 2018 meeting.

It is recommended the Board of Trustees rescind the approval for an unpaid leave of absence for Ms. Maria Jurado, Assistant Professor, Counseling, for the period from September 5, 2018 – September 15, 2018.

Subject: Academic Personnel Date: August 21, 2018

5. Separation(s) – Resignation(s) and Retirement(s)

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

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

Name Position Title Last Day of Employment

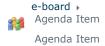
RESIGNATION(S)

Haley, Michael Assistant Dean, Center for International 10/05/18

Students and Programs

RETIREMENT(S)

(None)



Agenda Item (VI-A-2)

Meeting 8/21/2018 - Regular

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

Subject Classified Personnel

College/District District

Funding

Recommended

Action

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

Background Narrative:

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

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

20180821_Classified Personnel

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES AND EMPLOYEE RELATIONS

Subject: Classified Personnel Date: August 21, 2018

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 the Board of Trustees approve/ratify the following appointments:

	<u>Name</u>	<u>Position</u>	Effective Date (On/After)	Contract/ Salary	<u>Action</u>
a.	Management/Supervi RIVERSIDE CITY C Mohtasham, Mehran	OLLEGE	08/01/18	V-3	Promotion
b.	Management/Supervi NORCO COLLEGE	sory – Categorically Funded			
	Carlson, Kevin	Research and Assessment Manager	08/23/18	P-5	Appointment
	Owashi, Katherine	Instructional Department Specialist	07/30/18	K-1	Transfer
c.	Classified/Confidenti	al			
	Turner, Rebecca Shah, Paula	Administrative Assistant III Budget Analyst	07/16/18 08/27/18	I-1 O-3	Appointment Appointment
	MORENO VALLEY	COLLEGE			
	Coston, Olayide	Student Financial Services Analyst	08/06/18	M-5	Promotion
	RIVERSIDE CITY C	COLLEGE			
	Askins, Javonn Fries, Melody Lee, Jeong-Eun Motoyama, Akina Valencia, Jennifer	Athletic Equipment Manager Administrative Assistant II Piano Accompanist Piano Accompanist Cashier/Clerk (Part-Time 48.75%)	07/25/18 08/22/18 08/27/18 08/27/18 08/27/18	G-2 G-2 M-1 M-1 G-4	Appointment Transfer Appointment Appointment Rehire
	NORCO COLLEGE Chavira, Victor Iglesias, Azadeh	Sprinkler Repair Person Student Success Coach	08/08/18 07/01/18	H-5 M-2	Promotion Transfer

Subject: Classified Personnel Date: August 21, 2018

1. Appointments (Cont'd)

	<u>Name</u>	<u>Position</u>	Effective Date (On/After)	Contract/ Salary	<u>Action</u>
d.	Classified/Confiden	ntial - Categorically Funded			
	MORENO VALLE	Y COLLEGE			
	Steckman, Dean	Educational Advisor (Part-Time 48.75%)	08/22/18	M-1	Appointment
	Castro, Jonathan	Student Financial Services Analyst	08/06/18	M-2	Promotion
	RIVERSIDE CITY	COLLEGE			
	Blunt, Elia Carrasco, Rocio	Financial and Technical Analyst Student Activities Clerk (Part-Time, 50%)	08/22/18 07/16/18	P/LS-2 G-1	Promotion Appointment

2. Request(s) for Permanent Increase/Decrease in Workload

It is recommended the Board of Trustees approve the permanent increase/decrease in workload for the following individual(s). The request(s) have the approval of the college President(s).

<u>Name</u>	<u>Title</u>	From/To Workload	Effective Date(s)
Barrera, Paula	Administrative Assistant II	48.75% to 100%	07/01/18
Cook, Rochelle	Admissions & Records	48.75% to 100%	07/01/18
	Operations Assistant		
Gonzalez, Guadalupe	Medical Office Receptionist	47.5% to 70%	07/01/18
LeDuff, Nicole	CalWORKs Specialist	48.75% to 65%	08/13/18
Vasquez, Cesar	Computer Technician	48.75% to 100%	06/20/18

3. Request(s) for Temporary Increase/Decrease in Workload

It is recommended the Board of Trustees approve the temporary increase/decrease in workload for the following individual(s). The request(s) have the approval of the college President(s).

<u>Name</u>	<u>Title</u>	From/To Workload	Effective Date(s)
Diaz, Jessica	Community Service Aide I	48.75% to 100%	06/18/18
Fries, Melody	Student Activities Clerk	70% to 100%	07/01/18
Turrubiartes, Daniel	Grants Administrative Specialist	t 70% to 100%	07/01/18

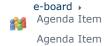
Subject: Classified Personnel Date: August 21, 2018

4. Separation(s) – Resignation(s) and/or Retirement(s)

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

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

<u>Name</u>	Position	Last Date of Employment
RESIGNATION(S)		
Huizar, Monica	Educational Advisor	08/23/18
Jimenez, Rosario	Learning Center Assistant	08/15/18
Nabours, Gregory	Piano Accompanist	06/07/18
Ochoa, Michael	Community Service Aid	08/21/18
Spivey, Ayanna	Student Activities Clerk	07/26/18
Thomas, Rowana	Academic Evaluations Specialist	08/03/18
Worley, Carrie	ECE Center Manager	06/20/18
RETIREMENT(S)		
Garza, Carlos	Maintenance Mechanic (Spec Elect)	08/31/18
Oliver, Mark	Network Manager	09/04/18
Ramirez, Hector	Grounds Person	08/31/18
Varela, Mary V.	Administrative Assistant III	08/31/18
END OF INTERIM ASSIC	GNMENT	
Reeves, James	Interim Vice President, Business Services	06/30/18



Agenda Item (VI-A-3)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-A-3)

Subject Other Personnel

College/District District

Funding n/a

Recommended

Action

It is recommend that the Board of Trustees approve/ratify the other personnel actions

Background Narrative:

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

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

20180821_Other Personnel 20180821 Other Personnel Backup

RIVERSIDE COMMUNITY COLLEGE DISTRICT HUMAN RESOURCES AND EMPLOYEE RELATIONS

Subject: Other Personnel Date: August 21, 2018

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 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 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 indicated on the attached list.

4. Professional Experts

Pursuant to Ed Code 88003, a professional expert is any person employed on a temporary basis for a specific project, regardless of length of employment. It is recommended that the Board of Trustees approve the employment of the professional experts indicated on the attached list and authorize the Vice Chancellor, Human Resources and Employee Relations to sign the employment agreement.

SUBSTITUTE ASSIGNMENTS

<u>NAME</u>	<u>POSITION</u>	DEPARTMENT	DATE	RATE
DISTRICT				
De Santiago, Beatriz	Community Service Aide I	Safety & Police	07/11/18-06/30/19	\$18.22
Foley, Naomi	Administrative Assistant III Instructional Support	Educational Services	07/01/18-06/30/19	\$32.33
Foley, Naomi	Coordinator	Educational Services	06/26/18-06/30/19	\$37.04
Medina, Briana	Community Service Aide I	College Safety and Police	07/30/18-09/30/18	\$18.22
NORCO				
Alexander Jr, Jerry	Custodian	Facilities	05/24/18-06/30/19	\$18.22
Alexander Jr, Jerry	Groundsperson	Facilities	07/01/18-06/30/19	\$19.93
Aparicio, Sergio	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Gutierrez, Nicholaus	College Receptionist	Enrollment Services	08/20/18-10/30/18	\$18.22
MORENO VALLEY				
Dean, Sunselurae	Library Clerk I	Library	07/01/18-06/30/19	\$19.93
Bean, Banserarae	Enrollment Services	Liolary	07701710 00750715	Ψ19.95
Granado, Carmen	Assistant	Counseling	07/19/18-09/18/18	\$19.93
orwinde, cwilliam		Career and Technical		4-2-12-0
Rivas, Sandra	ECE Center Manager	Education	06/21/18-08/20/18	\$38.18
Pacheco, Eric	Customer Service Clerk	Office of Instruction	07/01/18-06/30/19	\$19.04
Sanchez, Carlos	Customer Service Clerk	Office of Instruction	07/01/18-06/30/19	\$19.04
Stackhouse, Holden	Customer Service Clerk	Office of Instruction	07/01/18-06/30/19	\$19.04
RIVERSIDE				
Alexander Jr, Jerry	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Carrillo, Juan	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Cash, Essence	Custodian	Facilities	08/02/18-06/30/19	\$18.22
Cortes, Brian	Custodian	Facilities	07/01/18-06/30/18	\$18.22
Cortez, Faith	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Cruz, Meg Anne	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Diaz, Bobbi	Administrative Assistant II	Academic Support	06/20/18-06/30/19	\$21.85
DeAro Sr., Jerry	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Flores, David	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Flores, Ernesto	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Fluker, Mark	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Gutierrez, Raul	Custodian	Facilities	07/01/18-06/30/19	\$18.22
Hutchison, Mark	Custodian	Facilities	07/01/18-06/30/19	\$18.22
	Instructional Media/	Technology Support		
Ruiz, Nancy	Broadcast Coordinator	Services	07/01/18-12/31/18	\$32.01
Schmidt, Austin	Outreach Specialist UB	Upward Bound	07/01/18-08/10/18	\$26.29
Rodriguez, Cruz	Custodian	Facilities	07/01/18-06/30/19	\$17.39

<u>NAME</u> DISTRICT	<u>POSITION</u>	DEPARTMENT	<u>DATE</u>	RATE
		Disability Resource		
Alexander, Tameka	Interpreter III	Center	07/01/18-06/30/19	\$35.00
Buckley, Beverly	Proofreader	Strategic Communications	07/01/18-06/30/19	\$25.00
Evans, Brittanie	Office Assistant IV	Foundation Disability Resource	07/01/18-06/30/19	\$14.00
Torrez, Jose	Interpreter I	Center	07/01/18-06/30/19	\$25.00
MORENO VALLEY				
	Upward Bound College			
Acevedo, Jesse	Mentor	TRiO	07/01/18-06/30/19	\$12.00
		Writing and Learning		
Anderson, Benita	Tutor II	Center	07/01/18-06/30/19	\$11.00
A . X7	T . I	Writing and Learning	07/01/10 06/20/10	#11.00
Arias, Vivian	Tutor I	Center	07/01/18-06/30/19	\$11.00
Ballew, Jacob	Tutor I	Writing and Learning Center	07/01/18-06/30/19	\$11.00
Danew, Jacob	Tutor I	Disability Resource	07/01/10-00/30/19	\$11.00
Brown, Brittan	Interpreter III	Center	07/01/18-06/30/19	\$35.00
Biown, Biwan		Law Enforcement	0,7,01,10,00,00,1	φεε.σσ
Cammon, David	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
	•	Disability Resource		
Campos, Margarita	Interpreter I	Center	08/13/18-06/30/19	\$25.00
		Writing and Learning		
Cordero, Anel	Tutor II	Center	07/01/18-06/30/19	\$11.00
		Writing and Learning		
Carroll, Lawerence	Tutor I	Center	08/09/18-06/3/19	\$11.00
C	T . I	Writing and Learning	5 /1/2010 06/20/10	#11.00
Cruz, Michelle	Tutor I	Center	7/1/2018-06/30/19	\$11.00
Formandaz Emiliana	Tutor I	Writing and Learning	07/01/19 06/20/10	¢11.00
Fernandez, Emiliano	Tutor I	Center Writing and Learning	07/01/18-06/30/19	\$11.00
Fields, Amara	Tutor I	Center	07/01/18-06/30/19	\$11.00
ricius, Amara	Tutor I	Law Enforcement	07/01/10-00/30/17	\$11.00
Flores, Brittney	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
, — <i>J</i>	<i>y</i> 	Writing and Learning		,
Franco, Andrea	Tutor IV	Center	06/20/18-06/03/19	\$11.00

<u>NAME</u>	<u>POSITION</u>	DEPARTMENT Law Enforcement	<u>DATE</u>	RATE
Ganley, James	Role Player	Training Programs Writing and Learning	07/01/18-06/30/19	\$11.00
Garcia, Luis	Tutor I	Center Law Enforcement	07/01/18-06/30/19	\$11.00
Garcia, Rico	Role Player	Training Programs Writing and Learning	07/01/18-06/30/19	\$11.00
Gudino, Catherine	Tutor I	Center Writing and Learning	07/01/18-06/30/19	\$11.00
Lopez, Esly	Tutor II	Center	07/01/18-06/30/19	\$11.00
Magana-Saenz, Maria	Grant Facilitator	TRiO	08/01/18-06/30/19	\$40.00
,		Law Enforcement		·
McNamara, Joseph	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
		Law Enforcement		
Medina, Felix	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
Mitchell, Taiyler	Tutor IV	TRiO	07/01/18-06/30/19	\$11.00
Offor, Paris	Tutor IV	TRiO	07/01/18-06/30/19	\$11.00
O'Neil, Ian	Stage Tech I	Theatre	07/01/18-06/3/19	\$11.00
Rodriguez Cerda, Erik	Tutor II	The Learning Center Disability Resource	07/01/18-06/30/19	\$11.00
Rodriguez, Christopher	Intrepreter III	Center	07/01/18-06/30/19	\$35.00
Saenz, Isidro	Grant Facilitator	TRIO	07/21/18-06/30/19	\$40.00
Silva, Andress	Tutor II	The Learning Center	07/01/18-06/30/19	\$11.00
· ·		Tutorial Services	07/01/18-06/30/19	
Soto, Jake	Study Group Leader	Law Enforcement	07/01/18-00/30/19	\$12.00
Soto-Daughters, Nadia	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
StClaire, Samantha	Tutor II	The Learning Center	07/01/18-06/30/19	\$11.00
Susurac, David	Grant Facilitator	TRIO	07/01/18-06/30/19	\$40.00
,		Law Enforcement		
Torres, Teddy	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
		Law Enforcement		
Valadez, Hannah	Role Player	Training Programs Law Enforcement	07/07/18-06/30/19	\$11.00
Vam Cardar Michael	Dala Dlavor		07/01/19 06/20/10	¢11 00
Vam Gorder, Michael	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
Villalta, Katherine	Tutor II	The Learning Center	07/01/18-06/30/19	\$11.00
Walker, Justin	UB Mentor	TRiO Law Enforcement	06/20/18-06/30/19	\$12.00
Whitford, Kevin	Role Player	Training Programs	07/01/18-06/30/19	\$11.00
Williams, Kadie-Ann	Grant Facilitator	TRIO	07/01/18-06/30/19	\$40.00
,		-		,

NAME	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Workman, Daniel	Role Player	Law Enforcement Training Programs	07/01/18-06/30/19	\$11.00
NORCO				
Abdulhadi, Noha	Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
Aguilar, Emily	Study Group Leader Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
Bakeer, Mohammed	Study Group Leader Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
Barcenas, Mayra	Grant Facilitator	Upward Bound	07/01/18-06/30/19	\$40.00
, ,	Grant Facilitator	•	06/13/18-06/30/19	\$40.00
Bourne, Lisette		Upward Bound Tutorial Services		
Bredehoft, Brandalyn	Study Group Leader	Student Financial	07/01/18-06/30/19	\$12.00
Castro, Brizeida	Office Assistant IV	Services	08/08/18-01/31/19	\$14.00
Chima, Stanley	Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
Cortez, Kimberly	Office Assistant III	STEM	08/06/18-06/30/19	\$12.50
Gallardo, Gustavo	Grant Project Technician	Student Equity	06/21/18-06/30/18	\$20.00
Jarquin, Ethan	STEM Mentor	STEM	07/01/18-08/24/18	\$12.50
Martinez, Jennifer	STEM Mentor	STEM	07/01/18-08/24/18	\$12.50
Mosqueda, Denise	Grant Facilitator	Upward Bound	07/01/18-06/30/19	\$40.00
1,	Supplemental Instructional	Learning Resource		•
Paul, Arup	Leader	Center	07/30/18-06/30/19	\$12.00
Pham, Kevin	STEM Mentor	STEM	07/01/18-08/24/18	\$12.50
Rami, Ronak	STEM Mentor	STEM	07/01/18-06/30/19	\$12.50
		Disability Resource		
Ramos, Hector	Classromm Assistant	Center	07/02/18-07/26/18	\$11.00
		Disability Resource		
Rodriguez, Christopher	Intreperter III	Center	07/01/18-06/30/19	\$35.00
Ronak, Ramie	STEM Mentor	STEM	07/01/18-08/24/18	\$12.50
Soto, Jake	STEM Mentor	STEM	07/01/18-08/24/18	\$12.50
Talwar, Preety	Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
Torres, Erick	Office Assistant III	STEM	07/01/18-08/24/18	\$12.50
Vandenburg, Christophe	ei Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
White, Austin	Study Group Leader	Tutorial Services	07/01/18-06/30/19	\$12.00
RIVERSIDE				
	Supplemental Instructional			
Almanza, Jose	Leader	Academic Support	05/01/18-06/30/18	\$12.00
Corathers, Tim	Laboratory Aide I	CTE Projects	08/16/18-06/30/19	\$11.00
	Coaching, Summer	A 44 4 4	0=1041401221=511=	
Dupree, James	Activities	Athletics	07/01/18/08/26/18	\$17.54

NAME	POSITION	DEPARTMENT	DATE	RATE
		Fine and Performing		
Gallardo, Amanda	Box Office Specialist	Arts	07/01/18-06/30/19	\$13.00
Gilbertson, Beth	Grant Project Technician	CTE Projects	08/01/18-06/30/19	\$20.00
Lafaele, Jocelee	Coach, Summer Activities	Athletics	07/01/18-08/26/18	\$17.54
Lillard, Randy	Laboratory Aide I	Art	07/01/18-06/30/19	\$11.00
	Coaching, Summer			
Mathews, Philip	Activities	Athletics	07/01/18-08/26/18	\$17.54
	Matriculation Educational	Student Success &		
Perez, Rita	Support Associate	Support	07/02/18-06/30/19	\$20.00
Philippsen, Emily	Office Assistant IV	Faculty Association	08/27/18-06/30/19	\$14.00
Rubalcaba, Alysa	Tutor IV	Upward Bound	07/01/18-06/30/19	\$11.00
	Coaching, Summer			
Ruffa, Tori	Activities	Athletics	07/01/18-08/26/18	\$17.54

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

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
DISTRICT FUNDS				
RIVERSIDE COMMUNITY	Y COLLEGE DISTRICT			
Long, Daniel	Student Aide III	Printing and Graphics / RCC	07/18/18	\$13.00
MORENO VALLEY COLL	LEGE			
Alonso, Sherlyn	Student Aide I	Food Services	07/26/18	\$11.00
Ambriz, Ninive	Student Aide II	First Year Experience	07/09/18	\$12.50
Angulo, Melissa G	Student Aide II	Supplemental Instruction	07/01/18	\$12.00
Arrington-Harris, Derek	Student Aide II	First Year Experience	07/01/18	\$12.50
Arroyo De Santi, Esaheas	Student Aide III	Academic Support	08/09/18	\$13.00
Arteaga, Anthony	Student Aide I	Math Lab	07/01/18	\$11.00
Bauder, Brandon	Student Aide II	Tutorial Services	07/11/18	\$12.00
Bridgman, Simorian Heaver	Student Aide I	Food Services	07/01/18	\$11.00
Campbell, Edward	Student Aide III	Supplemental Instruction	07/26/18	\$13.00
Carranza, Vanessa	Student Aide II	First Year Experience	07/19/18	\$12.00
Carroll, Lawrence	Student Aide II	Supplemental Instruction	07/01/18	\$12.00
Castellanos Lopez, Lourdes	Student Aide II	Middle College Technology Support	07/01/18	\$12.00
Dissanayake, Deepani	Student Aide III	Services	07/01/18	\$13.00
Estudillo, Byanka	Student Aide II	Math Lab	07/01/18	\$12.00
Esparza, Gisella	Student Aide II	Math Lab	07/01/18	\$12.75
Ezquivel, Jenny	Student Aide I	Food Services	07/01/18	\$11.00
Fernandez, Lee	Student Aide I	Food Services	07/01/18	\$11.00
Flores, Miguel	Student Aide I	Food Services Early Childhood	07/01/18	\$11.00
Frederique, Kimberly	Student Aide I	Education	07/01/18	\$11.00
Fuentes, Jaylene	Student Aide I	Food Services	07/26/18	\$11.00
Fuentes Gamboa, Tiffany	Student Aide II	First Year Experience	07/09/18	\$12.00
Fukushima, Eiko	Student Aide III	Supplemental Instruction	08/08/18	\$13.00
Garcia, Rachelle	Student Aide I	Food Services	07/01/18	\$11.00
Garcia, Oscar	Student Aide I	Outreach	07/11/18	\$11.00
Garrett, Shauna	Student Aide IV	First Year Experience	07/01/18	\$14.00
Gomez, Miriam	Student Aide III	Supplemental Instruction	07/18/18	\$13.00
Gomez Salcedo, Brenda	Student Aide II	Tutorial Services	07/11/18	\$12.00
Granados, Kristina	Student Aide I	Outreach	07/11/18	\$11.00
Gutierrez, Estefany	Student Aide II	First Year Experience	07/11/18	\$12.00

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
MORENO VALLEY COLL	LEGE (Continued)	D: 131. 0		
		Disability Support		
Guzman, Destiny	Student Aide II	Services	07/01/18	\$12.00
Jackson, Mykaila	Student Aide I	The Learning Center	08/09/18	\$11.00
Jacobs, Tariq	Student Aide I	Outreach	07/09/18	\$11.00
Janosky, Kyle	Student Aide II	Math Lab	07/01/18	\$12.75
Kajiki-Biscailuz, Jennifer	Student Aide II	Tutorial Services	07/11/18	\$12.00
Lin, Tingli	Student Aide II	Math Lab	07/26/18	\$12.75
Lomeli, Bianca	Student Aide I	Food Services	07/26/18	\$11.00
Martin, Jennifer	Student Aide I	Food Services	07/01/18	\$11.00
McDuffey, Carlton	Student Aide III	Supplemental Instruction	07/17/18	\$13.00
Mendez, Marline	Student Aide III	Assesment Center	07/01/18	\$13.50
Mendoza, Alana	Student Aide I	Food Services	07/26/18	\$11.00
Mojica, Emmanuel	Student Aide II	Math Lab	07/24/18	\$12.75
Mubtakir, Musamim	Student Aide III	Supplemental Instruction	07/24/18	\$13.00
Mura-Duarte, Melanie	Student Aide I	Food Services	07/01/18	\$11.00
Myers, Kathryn Ann	Student Aide I	Food Services	07/01/18	\$11.00
Nava, Nicholas	Student Aide I	Outreach	07/09/18	\$11.00
Negrete, Miguel	Student Aide I	Outreach Disability Support	07/09/18	\$11.00
Ochoa, Angeles	Student Aide IV	Services Disability Support	07/01/18	\$14.50
Ochoa, Marvella	Student Aide II	Services	07/01/18	\$12.00
Ochoa Horta, Katherine	Student Aide II	Academic Support	07/01/18	\$12.00
Palacios, Geisi	Student Aide II	First Year Experience	07/01/18	\$12.00
Palay, Erica	Student Aide I	Math Lab	08/09/18	\$11.75
Rendon, Daisy	Student Aide I	Food Services	07/23/18	\$11.00
Rigsby, Stephanie	Student Aide IV	Student Services	07/01/18	\$14.00
3 1		Early Childhood		
Rios, Guadalupe	Student Aide I	Education	07/01/18	\$11.00
, 1		Early Childhood		
Rivas, Claudia	Student Aide I	Education	07/01/18	\$11.00
,		Disability Support		
Rivera, Lara	Student Aide II	Services	07/01/18	\$12.00
Rocha, Alejandra	Student Aide IV	Veterans Resource Center	07/17/18	\$14.00
Rodriguez, Andrea	Student Aide I	Food Services	07/01/18	\$11.00
Sanchez, Nancy	Student Aide I	Food Services	07/01/18	\$11.00
Sanchez Ledezma, Gabriela	Student Aide II	Tutorial Services Early Childhood	07/01/18	\$12.00
Smith, Aylese	Student Aide I	Education	07/01/18	\$11.00

NAME MORENO VALLEY COLI	POSITION LEGE (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Smith, Rajean	Student Aide II	Supplemental Instruction Disability Support	07/01/18	\$12.00
Sua, Josephine	Student Aide I	Services	07/23/18	\$11.00
Thabatah, Eman	Student Aide I	Food Services	07/01/18	\$11.00
Thompson, Oriana	Student Aide I	Food Services	07/23/18	\$11.00
Valencia, Cristian	Student Aide I	Food Services	08/08/18	\$11.00
Vega, Maria	Student Aide I	Food Services	07/01/18	\$11.00
Williams, Elizabeth	Student Aide I	Math Lab	07/01/18	\$11.00
Williams, Elizabeth	Student Aide II	Academic Support	07/01/18	\$12.00
Youngblood, Iiyshaa	Student Aide II	First Year Experience	07/03/18	\$12.75
Yuan, Jingwei	Student Aide III	Academic Support	08/09/18	\$13.00
Zepeda Valle, Edgar	Student Aide III	Supplemental Instruction	07/01/18	\$13.00
NORCO COLLEGE				
Abassy, Qais	Student Aide II	Student Life	07/02/18	\$12.00
Ahedo, Javier	Student Aide I	Student Support Services	07/02/18	\$11.00
Antony, Harsha	Student Aide III	Tutorial Services	08/13/18	\$13.00
		Extended Opportunity Programs/Cooperative Agencies Resources for		
Arias, Summer	Student Aide I	Education	07/02/18	\$11.00
Ashour, Safa	Student Aide III	Tutorial Services	08/13/18	\$13.00
Avita-Davila, Alejandra		Tutorial Services	08/02/18	\$13.00
Avitia-Davila, Alejandra	Student Aide III	Tutorial Services	08/02/18	\$13.00
Basily, Ghanda	Student Aide I	Food Services	08/13/18	\$11.00
Bello-Carrilo, Karla	Student Aide III	Tutorial Services	08/13/18	\$13.00
Benavides, Janette	Student Aide I	Food Services	07/02/18	\$11.00
Bian, Lihong	Student Aide II	Student Life	08/02/18	\$12.00
Birdwell, Austin	Student Aide III	Tutorial Services	08/02/18	\$13.00
Braquet, Brittney	Student Aide II	Student Life	08/02/18	\$12.00
Bray, Andrew	Student Aide III	Tutorial Services	08/02/18	\$13.00
Bredehoft, Brandalyn	Student Aide III	Tutorial Services	08/02/18	\$13.00
Bustamante, Itaty	Student Aide III	Tutorial Services	08/02/18	\$13.00
Cao, Junhe	Student Aide III	Learning Resource Center	08/02/18	\$13.00
Cardenas, Emily	Student Aide II	Student Life	08/06/18	\$12.00
Carter, Rebecca	Student Aide III	Tutorial Services	08/02/18	\$13.00
Chandra, Esha	Student Aide II	Student Life	07/02/18	\$12.00
Chatman, Tajza	Student Aide I	Food Services	08/02/18	\$11.00
Cisneros, Selena	Student Aide I	Student Life	08/02/18	\$12.00

NAME	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	RATE	
NORCO COLLEGE (Conti	nued)	Grants and Equity			
Cortez, Rosa	Student Aide III	Initiatives	08/02/18	\$12.50	
Daniel, Jasmine	Student Aide II	Student Equity	08/02/18	\$12.50	
Dedakia, Aayushiben	Student Aide III	Tutorial Services	08/02/18	\$13.00	
, •					
		Learning Resource Center			
Dewey, Ty	Student Aide III	Supplemental Instruction		\$13.00	
Dufore, Tessa	Student Aide III	Tutorial Services	08/13/18	\$13.00	
Fabian, Edgar	Student Aide III	Learning Resource Center Grants and Equity	08/02/18	\$13.00	
Felix, Roberto	Student Aide II	Initiatives	08/13/18	\$12.50	
Garde, Joshua	Student Aide III	Tutorial Services	08/02/18	\$13.00	
		Grants and Equity			
Harris, Alijah	Student Aide III	Initiatives	08/02/18	\$12.50	
Hickman, Ryan	Student Aide III	Learning Resource Center	08/02/18	\$13.00	
Hinojosa, Miguel	Student Aide III	Student Life	08/02/18	\$13.00	
Jneidi, Anfal	Student Aide II	Student Life Student Life	08/02/18	\$12.00	
Jileiui, Ailiai	Student Alde II	Grants and Equity	00/02/10	\$ 12.00	
Johnson, Mariah	Student Aide III	Initiatives	08/02/18	\$12.50	
		Grants and Equity			
Johnson, Whitney	Student Aide III	Initiatives	08/02/18	\$12.50	
Kemberling, Cristina	Student Aide III	Learning Resource Center	08/02/18	\$13.00	
Khalique, Hamza	Student Aide III	Learning Resource Center	07/11/18	\$13.00	
Khalique, Muneeb	Student Aide III	Tutorial Services	08/13/18	\$13.00	
Kincer, James	Student Aide III	Tutorial Services	08/02/18	\$13.00	
Konechy, Joshua	Student Aide III	Tutorial Services	08/13/18	\$13.00	
LaFond, Ann	Student Aide II	Student Life	07/02/18	\$12.00	
Lazatin, Kristine	Student Aide II	CalWorks / Outreach	07/02/18	\$11.50	
		Student Support Services			
Le, Diane	Student Aide I	TRIO	07/02/18	\$11.00	
Lee, Stella	Student Aide III	Tutorial Services	08/13/18	\$13.00	
Luu, Mai	Student Aide III	Tutorial Services	08/13/18	\$13.00	
McNulty, Toni	Student Aide III	Tutorial Services	08/13/18	\$13.00	
Melgarejo, Abraham	Student Aide II	Student Life	08/02/18	\$12.00	
Menor, Marc	Student Aide III	Tutorial Services Grants and Equity	08/13/18	\$13.00	
Moscoso, Daniel	Student Aide I	Initiatives	08/02/18	\$12.50	
Niazi, Waquak	Student Aide III	Tutorial Services	08/02/18	\$12.30	
Nunez, Isaac	Student Aide II	Student Life	07/02/18	\$12.00	
rance, isaac	Stadent Mac II	Stadelit Lille	07/02/10	ψ 12.00	

FULL-TIME STUDENTS EMPLOYED PART-TIME AND PART-TIME STUDENTS EMPLOYED PART-TIME ON WORK STUDY August 21, 2018

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<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
NORCO COLLEGE (Contin	nued)			
Obeid, Diala	Student Aide III	Tutorial Services	08/02/18	\$13.00
Oliva, Jazline	Student Aide I	Food Services	08/02/18	\$11.00
Ontiveros Najera, Estefani	Student Aide III	Tutorial Services	08/02/18	\$13.00
Ontiveros, Estefani	Student Aide I	Tutorial Services	08/02/18	\$13.00
Ortiz, Amanda	Student Aide I	Career Center	07/02/18	\$11.00
		Grants and Equity		
Ortiz, Evangelina	Student Aide III	Initiatives	08/02/18	\$12.50
Parra, Autumn	Student Aide II	Student Life	07/12/18	\$12.00
Perez-Stackhouse, Amanda	Student Aide III	Tutorial Services	08/02/18	\$13.00
		Grants and Equity		
Pinedo, Anthony	Student Aide II	Initiatives	08/13/18	\$12.50
Rahmani, Mateen	Student Aide II	Music	08/13/18	\$12.00
Ramos, Jesus	Student Aide III	Tutorial Services	08/02/18	\$13.00
Richardson, Joshua	Student Aide III	Tutorial Services	08/02/18	\$13.00
Rivera, Bridget	Student Aide III	Tutorial Services	08/13/18	\$13.00
Rivera, Sergio	Student Aide III	Tutorial Services	08/13/18	\$13.00
Robles, Vanessa	Student Aide III	STEM	08/02/18	\$12.50
Rodriguez, Mireya	Student Aide III	Counseling	07/02/18	\$13.00
Rojas, Linda	Student Aide I	Food Services	07/12/18	\$11.00
Romero, Jason	Student Aide I	Student Support Services Student Support Services	07/02/18	\$11.00
Santos, Maria	Student Aide I	/ TRIO	07/02/18	\$11.00
Saputo, Santino	Student Aide II	Student Life	07/02/18	\$12.00
Sarrett, Alisyn	Student Aide I	Career Center	07/02/18	\$11.00
Sawiras, Sawsan	Student Aide I	Food Services	07/02/18	\$11.00
		Grants and Equity		
Sharkas, Nancy	Student Aide II	Initiatives	08/13/18	\$12.50
		Grants and Equity		
Sharkas, Sausan	Student Aide II	Initiatives	08/13/18	\$12.50
Song, Sophia	Student Aide II	Student Life	08/13/18	\$12.00
Sotelo, Vicente	Student Aide III	Tutorial Services	08/02/18	\$13.00
Spradlin, Shannon	Student Aide II	Student Life	07/02/18	\$12.00
Stephens, Wade	Student Aide II	Student Life	07/02/18	\$12.00
Supernova, Marika	Student Aide I	Food Services	07/02/18	\$11.00
Tessitore, Sienna	Student Aide I	Student Support Services	07/03/18	\$11.00
Thiel, Nicholas	Student Aide III	Tutorial Services	08/13/18	\$13.00
Trujillo, Sara	Student Aide II	Student Life	07/02/18	\$12.00
Ugalde, Remelyn	Student Aide II	Student Life	07/02/18	\$12.00
		Grants and Equity		
Vasquez-Bonilla, Juio	Student Aide II	Initiatives	08/13/18	\$12.50

NAME	POSITION	<u>DEPARTMENT</u>	DATE	RATE
NORCO COLLEGE (Conti	nued)	Grants and Equity		
Volosquoz Paul	Student Aide III	Initiatives	08/02/18	\$12.50
Velasquez, Raul Vera, Victor	Student Aide II	Food Services	08/02/18	\$12.30
•				
Winberg, Holly	Student Aide II	Tutorial Services	08/13/18	\$13.00
Witkowski, Mary	Student Aide III	Tutorial Services	08/02/18	\$13.00
Yim, Tony	Student Aide III	Tutorial Services Grants and Equity	07/12/18	\$13.00
Yurkins, Victoria	Student Aide III	Initiatives	07/11/18	\$12.50
RIVERSIDE CITY COLLE	EGE			
Abbas, Wade	Student Aide II	Academic Support Student Support /	07/01/18	\$12.00
Aguilar, Michelle	Student Aide II	Promise	07/01/18	\$12.00
Alejandro, Angel	Student Aide I	Testing Center Student Support /	08/13/18	\$11.00
Ali, Asmah	Student Aide II	Promise	07/01/18	\$12.00
Alva Patino, Miguel	Student Aide II	Academic Support Technical Support	07/01/18	\$12.50
Alvarado, Krystal	Student Aide I	Services	07/01/18	\$11.00
Alvarez, Christopher	Student Aide III	Academic Support Student Support /	07/01/18	\$13.00
Alvarez, Cynthia	Student Aide II	Promise Student Support /	07/01/18	\$12.00
Alvarez-Ruiz, Shakira	Student Aide II	Promise	07/01/18	\$12.00
Avie, Donavyn	Student Aide II	Counseling	08/13/18	\$12.00
Avila, Carina	Student Aide I	Testing Center	07/09/18	\$11.00
		Writing and Reading		,
Babalola, Amal	Student Aide I	Center Student Support /	07/03/18	\$11.00
Barnes, Elijah	Student Aide II	Promise	07/01/18	\$12.00
Barrett, Chelsea	Student Aide II	Academic Support	07/01/18	\$12.00
Barrientos, Cynthia	Student Aide II	Academic Support Early Childhood	07/01/18	\$12.25
Barriga Sierra, Gabriela	Student Aide I	Education Early Childhood	07/01/18	\$11.00
Barriga Sierra, Liliana	Student Aide I	Education	07/01/18	\$11.00
Barron, Christopher	Student Aide I	Food Services	07/01/18	\$11.00
, J		Performing Arts /	202/10	
Bautista, Alejandro	Student Aide I	Marching Band	07/01/18	\$11.00
Beltran, Jaime	Student Aide IV	Student Support / TRIO	07/10/18	\$14.00
Bennett, Toryona	Student Aide III	Academic Support	07/01/18	\$13.00
Bernal, Yanira	Student Aide I	Academic Support	08/13/18	\$11.00

NAME RIVERSIDE CITY COLLE	POSITION CCF (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Berumen, Celina	Student Aide I	Performing Arts / Music	07/26/18	\$11.00
Besson, Guillaume	Student Aide I	Tutorial Services	08/13/18	\$11.00
Blair, Joyanna	Student Aide I	Library	08/13/18	\$11.00
,	~	Student Support /	00, 10, 10	4
Bohrer, Rachel	Student Aide II	Promise	07/01/18	\$12.00
		Center for		
		Communication		
Bombon, Christopher	Student Aide I	Excellence	07/01/18	\$11.00
D W	G: 1 : A:1 TTT	Student Support /	06/11/10	# 10 00
Bowes, Kristina	Student Aide III	Promise	06/11/18	\$12.00
Dawas Vrietina	Student Aide II	Student Support / Promise	08/13/18	\$12.00
Bowes, Kristina	Student Aide II	rionnise	06/13/16	\$ 12.00
Bowser, Brittany	Student Aide I	Early Childhood Educ.	07/01/18	\$11.00
,	~	Student Support /	0 , , 0 = , = 0	4
Brown, Ashllie	Student Aide II	Promise	08/13/18	\$12.00
Cagle, Caitlyn	Student Aide II	Academic Support	08/13/18	\$12.50
Cain, DaVante	Student Aide I	Math Learning Ctr	07/02/18	\$11.00
,		Student Support /		
Candray, Danielle	Student Aide III	Promise	06/11/18	\$12.00
		Student Support /		
Candray, Danielle	Student Aide II	Promise	08/13/18	\$12.00
Cano, Alissa	Student Aide I	Food Services	07/01/18	\$11.00
	G: 1 : A:1 T	Disability Resource	00/10/10	# 10 00
Carpenter, Alexander	Student Aide II	Center	08/13/18	\$12.00
Castillo, Lorenzo Catalano, Cassidy	Student Aide II Student Aide I	Health Services Food Services	07/01/18 07/01/18	\$ 12.00 \$ 11.00
Catalano, Cassiny	Student Aide I	Administrative Support	0//01/18	\$11.00
Cerda Martinez, Laura	Student Aide I	Center	07/01/18	\$11.00
Cerna, Luis	Student Aide II	Tutorial Services	07/01/18	\$12.00
Cervantes, Jose	Student Aide I	Math Learning Ctr	07/01/18	\$11.00
		<i>8</i> - 1		,
Chacon, Xochitl	Student Aide IV	Student Support / TRIO Student Support /	07/01/18	\$14.00
Chavez, Richard	Student Aide III	Promise	06/12/18	\$12.00
		Student Support /		
Chavez, Richard	Student Aide II	Promise	07/01/18	\$12.00
Charag Zamara Amada-	Student Aide II	Extended Opportunity	07/01/10	¢ 12 50
Chin Alayandar	Student Aide II Student Aide I	Programs & Services Moth Logrania Ctr	07/01/18	\$12.50
Chin, Alexander		Math Learning Ctr	07/19/18	\$11.00
Clements, Serene	Student Aide I	Food Services	08/13/18	\$11.00
Colindres, Brandon	Student Aide III	Academic Support	07/01/18	\$13.00

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
RIVERSIDE CITY COLLE	GE (Continued)			
		G. 1 . G /		
0 4 0 1 :	Ct 1 t A 1 II	Student Support /	07/01/10	¢ 12 00
Compton, Sydni	Student Aide II	Promise	07/01/18	\$12.00
Contreras, Olivia	Student Aide I	Testing Center Early Childhood	07/01/18	\$11.00
Cortez, Evelyn	Student Aide I	Education Business Administration/	07/01/18	\$11.00
Crane, Bradley	Student Aide I	Info Systems and Tech.	07/01/18	\$11.00
Crawford, Naiejhcia	Student Aide I	Tutorial Services	07/01/18	\$11.00
Davidson, Scott	Student Aide II	Writing and Reading Ctr.	07/01/18	\$12.00
Delos Santos	Student Aide I	Math Learning Ctr	07/19/18	\$11.00
DePew, Marcus	Student Aide III	Library Student Support /	07/12/18	\$13.00
Diaz, Gabriela	Student Aide II	Promise	07/01/18	\$12.00
Diaz, Omar	Student Aide II	Writing and Reading Ctr.	07/01/18	\$12.00
Diaz Jr., Hipolito	Student Aide I	Early Childhood Educ. Student Support /	07/01/18	\$11.00
DiDonna, Marikit	Student Aide II	Promise	07/01/18	\$12.00
		Center for		
		Communication		
Drake, Alyssa	Student Aide I	Excellence	07/03/18	\$11.00
Emmons, Trevor	Student Aide I	Tutorial Services	08/13/18	\$11.00
		Student Support /		
Erickson, Lana	Student Aide II	Promise	07/01/18	\$12.00
Etzweiler, Kaitlyn	Student Aide I	Tutorial Services	08/13/18	\$11.00
Fernandez, Keith	Student Aide I	Math Learning Ctr Administrative Support	07/02/18	\$11.00
Flores, Jennifer	Student Aide I	Center	07/01/18	\$11.00
Flores, Marina	Student Aide I	Food Services	07/01/18	\$11.00
		Extended Opportunity		
Flores, Sarafin	Student Aide II	Programs & Services Center for	07/01/18	\$12.50
		Communication		
Franco, Alyssa	Student Aide I	Excellence	08/13/18	\$11.00
French, Asten	Student Aide III	Academic Support	08/13/18	\$13.00
1 1011011, 1 150011	Stadent Fride III	Student Support /	00/13/10	Ψ12.00
Galvez McDonough, Andrea	a Student Aide III	Promise	06/12/18	\$12.00
2, 2	~	Student Support /	30/12/10	ψ 1 2. 00
Galvez McDonough, Andrea	a Student Aide II	Promise	07/01/18	\$12.00
Gamon, Shekina	Student Aide II	Tutorial Services	08/13/18	\$12.00
Camon, Silvinia	~,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	_ 000101 00111000	55, 15, 10	Ψ 12.00

NAME	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
RIVERSIDE CITY COLLE	` /	F 10 :	07/10/10	Ф 1 1 00
Garcia, Alexis	Student Aide I	Food Services	07/10/18	\$11.00
Garcia, Alicia	Student Aide I	Transfer Center	07/12/18	\$11.00
Garcia, Daniel	Student Aide IV	Student Support / TRIO	07/01/18	\$14.00
Garcia, Erika	Student Aide I	Food Services	07/01/18	\$11.00
Garcia, Juliana	Student Aide I	Guardian Scholars Early Childhood	08/13/18	\$11.50
Garcia, Sandra	Student Aide I	Education Early Childhood	07/01/18	\$11.00
Garcia, Silvia	Student Aide I	Education International Student	07/01/18	\$11.00
Garcia Garate, Isabel	Student Aide I	Center	07/01/18	\$11.00
Garcia Vaca, Raylene	Student Aide II	Academic Support	07/12/18	\$12.25
Gaskins, Carole	Student Aide II	Academic Support	07/01/18	\$12.00
,		Student Support /		
Glancy, Mercades	Student Aide II	Promise	07/01/18	\$12.00
2.1		Student Support /		
Gomez, Kaylen	Student Aide II	Promise	07/01/18	\$12.00
		Student Support /		
Gomez, Samantha-Grace	Student Aide II	Promise	07/01/18	\$12.00
		Student Support /		
Gonzales, Alec	Student Aide II	Promise	07/01/18	\$12.00
Gonzalez, Brian	Student Aide I	Testing Center	07/01/18	\$11.00
		Early Childhood		
Gonzalez, Jacquelyn	Student Aide I	Education	07/01/18	\$11.00
		Student Support /		
Gonzalez, Janelle	Student Aide II	Promise	07/01/18	\$12.00
Gonzalez, Jennifer	Student Aide I	Library	07/02/18	\$11.00
Gonzalez Bellenkes, Logan	Student Aide I	Performing Arts / Music Early Childhood	07/12/18	\$11.00
Graham, Carly	Student Aide III	Education	07/01/18	\$12.50
		Business Administration/		
		Info Systems and		
Grant, Rylan	Student Aide I	Technology	07/01/18	\$11.00
		Business Administration/		
		Info Systems and		
Gregory, Mariia	Student Aide I	Technology	07/01/18	\$11.00
Guillen Ramirez, Viridiana	Student Aide I	Early Childhood Educ.	07/01/18	\$11.00

NAME	POSITION (See A)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
RIVERSIDE CITY COLLE	GE (Continued)	Student Support /		
Gutierrez, Maria	Student Aide II	Student Support / Promise	07/01/18	\$12.00
,		Student Support /		
Hampton, Autumn	Student Aide II	Promise	07/01/18	\$12.00
Hanson, Sarah	Student Aide II	Academic Support	07/01/18	\$12.00
		Disability Resource		
Harmon, Jessica	Student Aide II	Center	07/10/18	\$12.00
		Early Childhood		
Hauck-Maciel, Janelle	Student Aide I	Education	07/01/18	\$11.00
Hay Jr., Isaac	Student Aide II	Tutorial Services	07/01/18	\$12.00
		International Student		
Hejazi, Faris	Student Aide I	Center	07/03/18	\$11.00
		Student Support /		
Herbert, Croix	Student Aide II	Promise	07/01/18	\$12.00
Hernandez, Elizabeth	Student Aide I	Testing Center	07/01/18	\$11.00
Hernandez, Nicole	Student Aide I	Food Services	07/01/18	\$11.00
		Career and Technical		
Hernandez-Carmona, Alond		Educ. / Rubidoux	07/01/18	\$12.00
Hines, Dominick	Student Aide II	Academic Support Disability Resource	08/13/18	\$12.00
Hinojosa, Gabriela	Student Aide II	Center	08/13/18	\$12.00
Hooi, Rene	Student Aide II	Tutorial Services	07/10/18	\$12.00
Jacobo, Jazleen	Student Aide I	Testing Center	07/01/18	\$11.00
		Student Services /		
Jeronimo Serrano, Maritzza	Student Aide III	La Casa	07/30/18	\$13.00
		Student Support /		
Johnson, Helena	Student Aide III	Promise	06/11/18	\$12.00
		Student Support /		
Johnson, Helena	Student Aide II	Promise	08/13/18	\$12.00
Johnson, Matthew	Student Aide I	Performing Arts / Theatre	08/13/18	\$11.00
		Student Support /		
Joiner, Jameka	Student Aide II	Promise	07/01/18	\$12.00
		Disability Resource		
Jones Jr., Matthew	Student Aide II	Center / TRIO	08/13/18	\$12.00
		Performing Arts /		
Juarez, Vivian	Student Aide I	Theatre	07/19/18	\$11.00
Kaghazchi, Tannaz	Student Aide I	Writing and Reading Ctr.	07/01/18	\$11.00
Kahn, Christian	Student Aide II	Academic Support	08/13/18	\$12.00
		Student Support /		
Ketenbrink, Cassandra	Student Aide II	Promise	07/01/18	\$12.00

NAME	POSITION (See A)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
RIVERSIDE CITY COLLE	GE (Continued)	Student Support /		
Kinnane, Rachel	Student Aide II	Promise Student Support /	07/01/18	\$12.00
Ko, Krystal	Student Aide II	Promise	07/01/18	\$12.00
Langarica, Sonia	Student Aide I	Tutorial Services	07/01/18	\$11.00
Lanning, Ean	Student Aide IV	Student Support / TRIO International Student	07/01/18	\$14.75
Leon Du, Edwin	Student Aide I	Center	07/03/18	\$11.00
Li, Xuemei	Student Aide I	Tutorial Services Student Support /	08/13/18	\$11.00
Litana, John Kurl	Student Aide II	Promise International Student	08/13/18	\$12.00
Liu, Kejia	Student Aide I	Center	07/03/18	\$11.00
Lombera, Cynthia	Student Aide IV	Student Support / TRIO Student Support /	07/01/18	\$14.00
Lopez, Elizabeth	Student Aide II	Promise	07/01/18	\$12.00
Lopez, Michaelangelo	Student Aide I	Tutorial Services Early Childhood	07/01/18	\$11.00
Lozano, Maria	Student Aide I	Education	07/01/18	\$11.00
Lozano Meza, Monica	Student Aide III	Academic Support	07/10/18	\$13.00
Ly, Sotheara	Student Aide III	Transfer Center Student Support /	07/10/18	\$13.50
Macias, Rocio	Student Aide III	Promise Student Support /	06/12/18	\$12.00
Macias, Rocio	Student Aide II	Promise Technical Support	07/01/18	\$12.00
Magaldi, Kristine	Student Aide I	Services	07/01/18	\$11.00
Maradiaga Rodriguez, Pedro	Student Aide I	Transfer Center Technical Support	07/12/18	\$11.00
Martin-Corbett, Cheyenne	Student Aide I	Services Student Support /	07/01/18	\$11.50
Marxen, Brandon	Student Aide II	Promise	07/01/18	\$12.00
Matthews, Elijah	Student Aide I	Tutorial Services	07/01/18	\$11.00
Maxino, Kate	Student Aide I	Health Services	07/01/18	\$11.50
Mazei, Louis	Student Aide I	Food Services Student Support /	07/01/18	\$11.00
McCormack, Aleesa	Student Aide III	Promise Student Support /	06/12/18	\$12.00
McCormack, Aleesa	Student Aide II	Promise Student Support /	07/01/18	\$12.00
McQuater, Sarah	Student Aide II	Promise	08/13/18	\$12.00

NAME RIVERSIDE CITY COLLE	POSITION GE (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Medel, Noemi	Student Aide Í	Testing Center Welcome Center/	07/01/18	\$11.00
Medina Ramos, Francisco	Student Aide I	Outreach Early Childhood	07/19/18	\$11.00
Mejia, Carolina	Student Aide I	Education	07/01/18	\$11.00
Mendez, Angel	Student Aide II	Tutorial Services Student Support /	08/13/18	\$12.00
Mendez, David	Student Aide III	Promise Student Support /	06/12/18	\$12.00
Mendez, David	Student Aide II	Promise Disability Resource	07/01/18	\$12.00
Mendez, Samantha	Student Aide II	Center	07/01/18	\$12.00
Mendoza, Karina	Student Aide I	Health Services Student Support /	07/01/18	\$11.00
Mendoza, Lily	Student Aide II	Promise Disability Resource	07/01/18	\$12.00
Merwin, Julisa	Student Aide II	Center Business Administration/	07/10/18	\$12.00
Mesbahi El Aouame,		Info Systems and		
Mohamed	Student Aide I	Technology	07/01/18	\$11.00
Miller, Kara	Student Aide I	Enrollment Services	08/13/18	\$11.00
Mills, John	Student Aide I	Food Services	07/01/18	\$11.00
Mills, Melissa	Student Aide I	Food Services Student Support /	07/01/18	\$11.00
Mitchell, Vanandez	Student Aide II	Promise	07/01/18	\$12.00
Molina, Corinna	Student Aide II	Academic Support Student Support /	07/12/18	\$12.25
Montoya, Ana Maria	Student Aide II	Promise	07/01/18	\$12.00
Morales, Diego	Student Aide I	Math Learning Ctr Early Childhood	07/16/18	\$11.00
Morales, Michiko	Student Aide I	Education Student Support /	07/01/18	\$11.00
Morales, Valeria	Student Aide II	Promise	07/01/18	\$12.00
Mozqueda, Angelica	Student Aide I	Tutorial Services Business Administration/ Info Systems and	07/01/18	\$11.00
Muberwa, Ghislain	Student Aide I	Technology	07/01/18	\$11.00
Muller, Kenton	Student Aide II	Writing and Reading Ctr. Technical Support	07/19/18	\$12.00
Munoz, Jasmin	Student Aide I	Services	07/03/18	\$11.00

Munoz, JonathanStudent Aide IITutorial Services Center for Communication07/01/18\$12.00Munoz, RyanStudent Aide IExcellence07/03/18\$11.00Najera-Zapata, MayraStudent Aide IVStudent Support / TRIO Student Support /07/01/18\$14.00Navarro, GabrielaStudent Aide IIPromise Disability Resource08/13/18\$12.00Nekarae, SogandStudent Aide IICenter07/01/18\$12.50Nguyen, KaydenStudent Aide IIIAcademic Support Disability Resource08/13/18\$13.00	NAME RIVERSIDE CITY COLLE	POSITION EGE (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Munoz, RyanStudent Aide IExcellence07/03/18\$11.00Najera-Zapata, MayraStudent Aide IVStudent Support / TRIO Student Support /07/01/18\$14.00Navarro, GabrielaStudent Aide IIPromise Disability Resource08/13/18\$12.00Nekarae, SogandStudent Aide IICenter07/01/18\$12.50Nguyen, KaydenStudent Aide IIIAcademic Support Disability Resource08/13/18\$13.00		,	Center for	07/01/18	\$12.00
Najera-Zapata, Mayra Student Aide IV Student Support / TRIO Student Support / Navarro, Gabriela Student Aide II Promise Disability Resource Nekarae, Sogand Nguyen, Kayden Student Aide III Academic Support Disability Resource 07/01/18 \$14.00 \$12.00 08/13/18 \$12.50 Nguyen, Kayden Student Aide III Academic Support Disability Resource		~		0=100110	
Navarro, Gabriela Student Aide II Promise Disability Resource Nekarae, Sogand Nguyen, Kayden Student Aide III Center O7/01/18 \$12.50 Nguyen, Kayden Student Aide III Academic Support Disability Resource					
Nekarae, Sogand Student Aide II Center 07/01/18 \$12.50 Nguyen, Kayden Student Aide III Academic Support Disability Resource Disability Resource 08/13/18 \$13.00	Najera-Zapata, Mayra	Student Aide IV	Student Support /	07/01/18	\$14.00
Nguyen, Kayden Student Aide III Academic Support 08/13/18 \$13.00 Disability Resource	Navarro, Gabriela	Student Aide II		08/13/18	\$12.00
Disability Resource	Nekarae, Sogand	Student Aide II	Center	07/01/18	\$12.50
Nicolas-Juan Juana Student Aide II Center 07/01/18 \$12.00	=	Student Aide III		08/13/18	\$13.00
1 (10 0 100 0 0 0 11 0 0 1 1	Nicolas-Juan, Juana	Student Aide II	Center	07/01/18	\$12.00
Noe, Robert Student Aide I Facilities 07/01/18 \$11.00 Administrative Support	Noe, Robert	Student Aide I		07/01/18	\$11.00
Ojeda, Evangelina Student Aide I Center 07/01/18 \$11.00	Ojeda, Evangelina	Student Aide I	Center	07/01/18	\$11.00
Olivieri, Melissa Student Aide IV Student Support / TRIO 07/01/18 \$14.75		Student Aide IV	Student Support / TRIO	07/01/18	
Omoragbon, Zoe Student Aide I Academic Support 08/13/18 \$11.25 Student Support /	•		Academic Support		\$11.25
Onyedika, Chinenye Student Aide II Promise 07/01/18 \$12.00	Onyedika, Chinenye	Student Aide II	* *	07/01/18	\$12.00
Orebaugh, Amber Student Aide II Writing and Reading Ctr. 08/13/18 \$12.00	•	Student Aide II	Writing and Reading Ctr.	08/13/18	\$12.00
Ortuno, Luis Student Aide III Academic Support 07/01/18 \$13.00 Student Support /	G ,	Student Aide III	Academic Support		\$13.00
Pacheco, Catrina Student Aide II Promise 07/01/18 \$12.00 Early Childhood	Pacheco, Catrina	Student Aide II		07/01/18	\$12.00
Palmer, Jillian Student Aide I Education 07/01/18 \$11.00	Palmer, Jillian	Student Aide I	Education	07/01/18	\$11.00
Pantoja, Eduardo Student Aide I Tutorial Services 07/01/18 \$11.00 Welcome Center/	•	Student Aide I		07/01/18	\$11.00
Pina, Jacob Student Aide I Outreach 07/09/18 \$11.00 Technical Support	Pina, Jacob	Student Aide I		07/09/18	\$11.00
Pineda, Andrea Student Aide I Services 07/01/18 \$11.00	Pineda, Andrea	Student Aide I		07/01/18	\$11.00
Piz, Cindy Student Aide III Health Services 07/01/18 \$13.00	· ·		Health Services		
Polanco, Vanessa Student Aide II Counseling 07/01/18 \$12.00 Early Childhood		Student Aide II	•	07/01/18	
Prieto, Jasmine Student Aide I Education 07/01/18 \$11.00	Prieto, Jasmine	Student Aide I	-	07/01/18	\$11.00
Pulu, Leslie Student Aide II Health Services 07/01/18 \$12.00 Student Support /	•	Student Aide II			\$12.00
Rafols, Bernard Student Aide II Promise 08/13/18 \$12.00	Rafols, Bernard	Student Aide II		08/13/18	\$12.00
Rahman, Mahir Student Aide I Writing and Reading Ctr. 07/01/18 \$11.00		Student Aide I	Writing and Reading Ctr.	07/01/18	\$11.00

NAME RIVERSIDE CITY COLLE	POSITION GE (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
RIVERSIDE CITT COLLE	OL (Continued)	Student Support /		
Ramirez, Cian	Student Aide II	Promise	07/01/18	\$12.00
Ramirez, Heidi	Student Aide II	Tutorial Services	07/01/18	\$12.00
Ramirez, Jonathan	Student Aide I	Food Services	07/01/18	\$11.00
Ramis, Mirna	Student Aide II	Academic Support International Student	07/01/18	\$12.00
Ramos, Fernanda	Student Aide I	Center Student Support /	07/12/18	\$11.00
Rawung, Geby	Student Aide III	Promise Student Support /	06/12/18	\$12.00
Rawung, Geby	Student Aide II	Promise	07/01/18	\$12.00
Real, Sabrina	Student Aide I	Library Disability Resource	07/12/18	\$11.00
Reyes Romero, Guiselle	Student Aide II	Center / TRIO	07/12/18	\$12.00
Richard, Alec	Student Aide I	Performing Arts / Music Student Support /	07/03/18	\$11.00
Riggs, Sabrina	Student Aide II	Promise	07/01/18	\$12.00
Rios, Claudia	Student Aide I	Writing and Reading Ctr. Business Administration/ Info Systems and	07/01/18	\$11.00
Risher, Michael	Student Aide I	Technology	07/01/18	\$11.00
Rivas, Annette	Student Aide I	Academic Support	07/30/18	\$11.00
Rivera, Yvette	Student Aide III	Academic Support Technical Support	07/10/18	\$13.00
Robles, Ashley	Student Aide I	Services Student Support /	07/01/18	\$11.00
Rocha, Lacey	Student Aide II	Promise	07/01/18	\$12.00
Rodriguez, Alexandra	Student Aide II	Writing and Reading Ctr.	07/01/18	\$12.00
Rodriguez, Bruno	Student Aide II	Academic Support Student Services /	07/01/18	\$12.50
Rodriguez, James	Student Aide III	La Casa Disability Resource	08/13/18	\$13.00
Rodriguez Gonzalez, Isabel	Student Aide II	Center	07/01/18	\$12.00
Rojas Jr., Victor	Student Aide IV	Student Support / TRIO	07/01/18	\$14.00
Roldan, Elvia	Student Aide II	Counseling Student Support /	07/01/18	\$12.00
Romo, Alejandro	Student Aide III	Promise	06/12/18	\$12.00

NAME	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	<u>RATE</u>
RIVERSIDE CITY COLLE	GE (Continuea)	Student Support /		
Romo, Alejandro	Student Aide II	Promise	07/01/18	\$12.00
Rosales, Marisol	Student Aide I	Food Services	08/13/18	\$11.00
1054105, 171411501	Statent Hat I	Early Childhood	00/15/10	ψ11.00
Ruiz, Monica	Student Aide I	Education Center for	07/30/18	\$11.00
		Communication		
Ruiz-Pineda, Ashley	Student Aide I	Excellence	08/13/18	\$11.00
Ryan, Mia	Student Aide I	Math Learning Ctr Student Support /	07/02/18	\$11.00
Saavedra, Michael	Student Aide III	Promise Student Support /	06/12/18	\$12.00
Saavedra, Michael	Student Aide II	Promise	07/01/18	\$12.00
Salazar, Uriel	Student Aide I	Math Learning Ctr	08/13/18	\$11.00
Salloum, Mais	Student Aide III	Academic Support Disability Resources /	07/01/18	\$13.00
Sanchez, Bianca	Student Aide II	High Tech Center Student Support /	07/01/18	\$12.00
Sanchez, Emiliano	Student Aide II	Promise Student Support /	07/01/18	\$12.00
Sanchez Ferreyra, Gabriel	Student Aide II	Promise	07/01/18	\$12.00
Santamaria-Sanchez, Liyian	i Student Aide IV	Student Support / TRIO	07/01/18	\$14.00
Savage, Jason	Student Aide IV	Student Support / TRIO Center for	07/01/18	\$ 14.00
G G	G. 1	Communication	00/10/10	# 1 1 0 0
Scott, Cyrena	Student Aide I	Excellence	08/13/18	\$11.00
Seirafi, Ayah	Student Aide III	Academic Support Technical Support	07/01/18	\$13.00
Serrano, Kayley	Student Aide I	Services Center for	08/13/18	\$11.00
		Communication		
Shalow Jr., Vince	Student Aide I	Excellence Disability Resource	07/12/18	\$11.00
Shin, JyungJin	Student Aide II	Center / TRIO	08/13/18	\$12.00
Shumate, Melody	Student Aide II	Printing and Graphics Early Childhood	08/13/18	\$12.00
Silva, Raquel	Student Aide I	Education Early Childhood	07/01/18	\$11.00
Simons, Stephanie	Student Aide I	Education	07/01/18	\$11.00
Solano, Jesse	Student Aide I	Food Services	07/01/18	\$11.00
Srisamai, Samantha	Student Aide II	Counseling	07/01/18	\$12.00

<u>NAME</u> RIVERSIDE CITY COLLI	POSITION EGE (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Steinmuller, Hunter	Student Aide II	Art / Ceramics Student Support /	07/12/18	\$12.75
Sueldo Perleche, Carlos	Student Aide II	Promise	07/01/18	\$12.00
Surgay, Bogdan	Student Aide I	Math Learning Ctr	07/02/18	\$11.00
Swartz, Jacob	Student Aide I	Library	07/19/18	\$11.00
Tafoya, Joselyn	Student Aide I	Writing and Reading Ctr.	07/01/18	\$11.00
		Center for Communication		
Tantlinger, Nathan	Student Aide I	Excellence	07/01/18	\$11.00
rantiniger, radian	Student Mac 1	Early Childhood	07/01/10	ψ11.00
Tavira Guzman, Elizabet	Student Aide I	Education	07/01/18	\$11.00
,		Ctr for Social Justice and		
Tellez, Ilse	Student Aide IV	Civil Liberties	06/20/18	\$14.00
Thach, Doan	Student Aide III	Library	07/02/18	\$13.00
Thiam, Maguette	Student Aide I	Writing and Reading Ctr.	08/13/18	\$11.00
Thompson, Yvana	Student Aide IV	Student Support / TRIO	07/01/18	\$14.00
Tick, Joshua	Student Aide III	Library	07/12/18	\$13.00
		Early Childhood		
Torres, Leslie	Student Aide I	Education	07/01/18	\$11.00
Torres, Marc	Student Aide I	Writing and Reading Ctr.	07/01/18	\$11.00
Tumbleson, Bradley	Student Aide II	Writing and Reading Ctr. Student Support /	07/01/18	\$12.00
Unoje, Yvonne	Student Aide II	Promise	07/01/18	\$12.00
		Disability Resource		
Ureno De Arias, Martita	Student Aide II	Center	08/13/18	\$12.00
	Q: 1 : A:1 TT	Student Support /	00/10/10	# 12 00
Van Dorn, Weston	Student Aide II	Promise	08/13/18	\$12.00
Vasquez, Robert	Student Aide I	Math Learning Ctr	07/02/18	\$11.00
Vazquez, Alexis	Student Aide I	Math Learning Ctr	07/16/18	\$11.00
Vazquez, Itzel	Student Aide II	Counseling Early Childhood	07/01/18	\$12.00
Velarde-Arvayo, Clara	Student Aide I	Education	07/01/18	\$11.00
Velasquez, Jacob	Student Aide III	Academic Support Welcome Center/	07/01/18	\$13.00
Villasenor, Ruby	Student Aide I	Outreach Early Childhood	07/09/18	\$11.00
Vira, Hetal	Student Aide I	Education	07/01/18	\$11.00

NAME	POSITION OF (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
RIVERSIDE CITY COLLE	GE (Continued)	Student Support /		
Vu, Phuong	Student Aide II	Promise	07/01/18	\$12.00
Wall, Samuel	Student Aide II	Tutorial Services	07/01/18	\$ 12.00
, ,		Student Services /		,
Wells, Tatiana	Student Aide I	Ujima	07/30/18	\$11.50
Williams, Rachel	Student Aide I	Tutorial Services Student Support /	07/01/18	\$11.00
Young, Corbin	Student Aide III	Promise Student Support /	06/11/18	\$12.00
Young, Corbin	Student Aide II	Promise	07/01/18	\$12.00
Zamora, Isabel	Student Aide I	Library	07/12/18	\$11.25
Zamudio, Lus	Student Aide I	Math Learning Ctr	07/16/18	\$11.00
		Technical Support		
Zaragoza, Suzanna	Student Aide I	Services	07/01/18	\$11.00
CATEGORICAL FUNDS				
AMERICA READS PROG	RAM			
Hernandez N De Casillas,		Early Childhood		
Rocio	Student Aide I	Education/MVC	07/01/18	\$11.00
AMERICA COUNTS PRO	GRAM			
		Early Childhood		
Medina, Cindy	Student Aide I	Education/ MVC	07/01/18	\$11.00
		Early Childhood		
Rico, Kristy	Student Aide I	Education/ MVC	08/07/18	\$11.00
CALWORKS WORK STU	DY			
Burtech, Angela	Student Aide II	School of Nursing/ RCC	07/16/18	\$12.50
_	~	Admissions and		¥
Clarke, Kimberly	Student Aide II	Records/RCC	07/01/18	\$12.00
		Workforce		
Cruz, Michelle	Student Aide I	Preparation/MVC Student Financial	07/17/18	\$11.00
Gomez, Rosana	Student Aide II	Sves/RCC	07/01/18	\$12.00
Goinez, Rosana	Student Aluc II	Workforce	07/01/16	\$ 12.00
Martinez, Beatris	Student Aide I	Preparation/MVC	07/17/18	\$11.00
,		Student Financial Svcs/		•
McQueen, Jamie	Student Aide I	RCC	07/01/18	\$11.00
		Workforce		
Perez-Rodriguez, Jacqueline	e Student Aide I	Preparation/MVC	07/11/18	\$11.00

Backup Other Personnel August 21, 2018 Page 18 of 23

NAME CALWORKS WORK STU	POSITION DY (Continued)	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Salas, Maribel	Student Aide I	Ben Clark/MVC Student Services/	08/01/18	\$11.75
Torres, Rebecca	Student Aide I	Calworks - RCC Workforce	07/01/18	\$11.00
Valdovinos, Nancy	Student Aide III	Preparation/MVC Student Services/	07/17/18	\$13.00
Vasquez, Cathlene	Student Aide I	Calworks - RCC	07/01/18	\$11.50
Williams, Christina	Student Aide I	Health Services/ MVC Student Financial	07/01/18	\$11.00
Williams, Lanita	Student Aide II	Svcs/MVC	07/01/18	\$12.00
COMMUNITY SERVICE	PROGRAM	Disshility Support		
Guerrero, Amanda	Student Aide II	Disability Support Services/MVC Trio, Upward Bound/	07/01/18	\$12.00
Gutierrez, Madison	Student Aide II	Norco Disability Support	07/02/18	\$12.00
Henry, Briana	Student Aide I	Services/MVC	07/11/18	\$11.00
Negrete, Nathalie	Student Aide II	TRIO / MVC Disability Support	07/09/18	\$12.00
Ochoa, Marvella	Student Aide II	Services/MVC Disability Support	07/17/18	\$12.00
Rivera, Alexander	Student Aide II	Services/MVC	07/19/18	\$12.00
LITERACY PROGRAM				
Ayala, Jasmine	Student Aide I	Early Childhood Education/ MVC Early Childhood	07/16/18	\$11.00
Uribe, Karen	Student Aide I	Education/ MVC	07/01/18	\$11.00
MORENO VALLEY COLI	LEGE			
		Health, Human & Public		
Alberti, Shaunet	Student Aide I	Services	08/07/18	\$11.00
Almanza-Fulton, Paula	Student Aide IV	Umoja	07/01/18	\$14.00
Alvarez, Bertha A	Student Aide I	Food Services	07/01/18	\$11.00
Alvarez-Limon, Merari	Student Aide I	Counseling	08/01/18	\$11.00
Andrade, Ashley	Student Aide I	Counseling Health, Human & Public	07/09/18	\$11.00
Azpeitia, Patricia	Student Aide I	Services	08/07/18	\$11.00
Bocanegra, Joshua	Student Aide II	Math Lab Extended Opportunity	07/01/18	\$12.75
Carr, Jade	Student Aide II	Programs & Services	07/26/18	\$12.75

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

Student Financial Student Aide V Services O7/01/18 \$11.75 Clark, Jovani Student Aide II Assessment Center O7/09/18 \$13.50 Delacruz, Faustino Student Aide II Supplemental Instruction O7/26/18 \$11.00 Dran, Monica Student Aide II Services O7/26/18 \$11.00 Dran, Monica Student Aide II Services O7/26/18 \$11.00 Dran, Monica Student Aide II Services O7/23/18 \$11.00 Dran, Monica O7/26/18 Student Aide II Dran, Monica O7/26/26/26 Student Aide II Dran, Monica O7/26/26 Student Aide II D	<u>NAME</u>	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
Castellon, Alejandra Student Aide V Services 07/01/18 \$15.75 Clark, Jovani Student Aide I Student Activities Center 08/19/18 \$11.75 Cuz, Julio Student Aide II Assessment Center 07/09/18 \$13.50 Duran, Monica Student Aide I Supplemental Instruction 07/01/18 \$12.00 Enhelder, Christopher Student Aide I Services 07/23/18 \$11.00 Enhelder, Christopher Student Aide I Services 07/23/18 \$11.00 Enriquez, Victor Student Aide II Services 07/23/18 \$12.00 Enriquez, Victor Student Aide II Services 07/23/18 \$11.00 Fisher, Michelle Student Aide II First Year Experience 07/01/18 \$11.20 Gaitan Magana, Carlos Student Aide II First Year Experience 07/01/18 \$11.00 Gomez, Juan Pablo Student Aide I Library 07/26/18 \$11.00 Gomez, Juan Pablo Student Aide I Services 08/07/18 \$11.00 Hazelwood,	MORENO VALLEY COLL	LEGE (Continued)	Student Financial		
Clark, Jovani	Castallan Alajandra	Student Aide V		07/01/18	¢ 15 75
Cuz, Julio Student Aide III Assessment Center 07/09/18 \$13.50 Delacruz, Faustino Student Aide II Supplemental Instruction 07/01/18 \$12.00 Duran, Monica Student Aide I Library 07/26/18 \$11.00 Enhelder, Christopher Student Aide II Services 07/23/18 \$11.00 Enriquez, Victor Student Aide II Services 07/01/18 \$11.00 Fisher, Michelle Student Aide II Dental Hygiene 07/01/18 \$11.75 Gaitan Magana, Carlos Student Aide II First Year Experience 07/01/18 \$12.00 Goracia, Arlene Student Aide II First Year Experience 07/01/18 \$12.00 Gonzalez Ezquivel, Lizette Student Aide I Admission & Records 08/19/18 \$11.00 Hazelwood, Jeanette Student Aide II Student Activity Center 07/06/18 \$11.00 Helms, Kiara Student Aide II Student Activity Center 07/09/18 \$11.00 Hernandez, Amber Student Aide II Supplemental Instruction 07/01/18 <td< td=""><td></td><td></td><td></td><td></td><td>•</td></td<>					•
Delacruz, FaustinoStudent Aide IISupplemental Instruction Library Health, Human & Public07/26/18 \$11.00\$12.00Enhelder, ChristopherStudent Aide IServices Health, Human & Public07/23/18\$11.00Enriquez, VictorStudent Aide IIServices07/23/18\$12.05Fisher, MichelleStudent Aide IIDental Hygiene07/01/18\$11.75Gaitan Magana, CarlosStudent Aide IIFirst Year Experience07/01/18\$12.00Gomez, Juan PabloStudent Aide IIFirst Year Experience08/07/18\$11.00Gonzalez Ezquivel, LizetteStudent Aide ILibrary07/26/18\$11.00Gooden, CynthiaStudent Aide IServices08/07/18\$11.00Hazelwood, JeanetteStudent Aide IIStudent Activity Center07/26/18\$11.00Helms, KiaraStudent Aide IIStudent Activity Center07/26/18\$11.00Herriquez, MichelleStudent Aide IIAdmission & Records07/09/18\$12.00Hernandez, AmberStudent Aide IISupplemental Instruction07/09/18\$12.00Hernandez, SofiaStudent Aide IIIUmoja07/01/18\$13.00Herrandez, SofiaStudent Aide IIIUmoja07/01/18\$13.00Herrand, JafarStudent Aide IIUmoja07/01/18\$14.00Iman, JafarStudent Aide IIFirst Year Experience07/01/18\$11.00Jackson, AmirStudent Aide IIFirst Year Experience07/01/18\$11.00					
Duran, Monica Student Aide I Library Health, Human & Public 07/26/18 \$11.00 Enhelder, Christopher Student Aide I Services 07/23/18 \$11.00 Enriquez, Victor Student Aide II Services 07/23/18 \$12.05 Fisher, Michelle Student Aide II Dental Hygiene 07/01/18 \$12.00 Garcia, Arlene Student Aide II First Year Experience 08/07/18 \$12.00 Gomez, Juan Pablo Student Aide I Library 07/26/18 \$11.00 Gonzalez Ezquivel, Lizette Student Aide I Library 07/26/18 \$11.00 Gooden, Cynthia Student Aide I Admission & Records Health, Human & Public \$11.00 Gooden, Cynthia Student Aide I Services 08/07/18 \$11.00 Hazelwood, Jeanette Student Aide II Student Activity Center 07/26/18 \$11.00 Helms, Kiara Student Aide II Student Activity Center 07/09/18 \$12.00 Hernandez, Amber Student Aide II Supplemental Instruction 07/01/18 \$12.00 <					
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Marin, NedayaStudent Aide IIIFirst Year Experience07/17/18\$13.00Martinez, LeonardoStudent Aide IIOutreach07/17/18\$12.00Martinez, MonicaStudent Aide IOutreach07/17/18\$11.00Melendez, YeseniaStudent Aide ICounseling07/17/18\$11.00Miles, SalihahStudent Aide ICounseling08/19/18\$11.00Millage, RajonaeStudent Aide IIFirst Year Experience Extended Opportunity07/17/18\$12.50Montes, DanielStudent Aide IIPrograms & Services08/09/18\$12.00Montgomery, Dominique Nahabedian, RaffiStudent Aide IIIUmoja07/01/18\$13.00Nahabedian, RaffiStudent Aide IIFirst Year Experience07/01/18\$12.50	Jackson, Amir	Student Aide I	First Year Experience	07/01/18	\$11.00
Martinez, LeonardoStudent Aide IIOutreach07/17/18\$12.00Martinez, MonicaStudent Aide IOutreach07/17/18\$11.00Melendez, YeseniaStudent Aide ICounseling07/17/18\$11.00Miles, SalihahStudent Aide ICounseling08/19/18\$11.00Millage, RajonaeStudent Aide IIFirst Year Experience Extended Opportunity07/17/18\$12.50Montes, DanielStudent Aide IIPrograms & Services08/09/18\$12.00Montgomery, Dominique Nahabedian, RaffiStudent Aide IIIUmoja07/01/18\$13.00Nahabedian, RaffiStudent Aide IIFirst Year Experience07/01/18\$12.50	Lakey, Keiara	Student Aide I	Admission & Records	08/07/18	\$11.50
Martinez, MonicaStudent Aide IOutreach07/17/18\$11.00Melendez, YeseniaStudent Aide ICounseling07/17/18\$11.00Miles, SalihahStudent Aide ICounseling08/19/18\$11.00Millage, RajonaeStudent Aide IIFirst Year Experience Extended Opportunity07/17/18\$12.50Montes, DanielStudent Aide IIPrograms & Services08/09/18\$12.00Montgomery, Dominique Nahabedian, RaffiStudent Aide IIIUmoja07/01/18\$13.00First Year Experience07/01/18\$12.50	Marin, Nedaya	Student Aide III	First Year Experience	07/17/18	\$13.00
Melendez, YeseniaStudent Aide ICounseling07/17/18\$11.00Miles, SalihahStudent Aide ICounseling08/19/18\$11.00Millage, RajonaeStudent Aide IIFirst Year Experience Extended Opportunity07/17/18\$12.50Montes, DanielStudent Aide IIPrograms & Services08/09/18\$12.00Montgomery, Dominique Nahabedian, RaffiStudent Aide IIUmoja07/01/18\$13.00First Year Experience07/01/18\$12.50	Martinez, Leonardo	Student Aide II	Outreach	07/17/18	\$12.00
Miles, SalihahStudent Aide ICounseling08/19/18\$11.00Millage, RajonaeStudent Aide IIFirst Year Experience Extended Opportunity07/17/18\$12.50Montes, DanielStudent Aide IIPrograms & Services08/09/18\$12.00Montgomery, Dominique Nahabedian, RaffiStudent Aide IIIUmoja07/01/18\$13.00First Year Experience07/01/18\$12.50	Martinez, Monica	Student Aide I	Outreach	07/17/18	\$11.00
Millage, Rajonae Student Aide II First Year Experience Extended Opportunity Montes, Daniel Student Aide II Programs & Services 07/17/18 \$ 12.50 Montgomery, Dominique Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$ 13.00 Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$ 12.50	Melendez, Yesenia	Student Aide I	Counseling	07/17/18	\$11.00
Extended Opportunity Montes, Daniel Student Aide II Programs & Services 08/09/18 \$12.00 Montgomery, Dominique Student Aide III Umoja 07/01/18 \$13.00 Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$12.50	Miles, Salihah	Student Aide I	Counseling	08/19/18	\$11.00
Extended Opportunity Montes, Daniel Student Aide II Programs & Services 08/09/18 \$12.00 Montgomery, Dominique Student Aide III Umoja 07/01/18 \$13.00 Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$12.50	Millage, Rajonae	Student Aide II	First Year Experience	07/17/18	\$12.50
Montgomery, Dominique Student Aide III Umoja 07/01/18 \$13.00 Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$12.50			Extended Opportunity		
Montgomery, Dominique Student Aide III Umoja 07/01/18 \$13.00 Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$12.50	Montes, Daniel	Student Aide II	Programs & Services	08/09/18	\$12.00
Nahabedian, Raffi Student Aide II First Year Experience 07/01/18 \$12.50			•		
	Orona, Melinda	Student Aide I		08/01/18	\$11.75

NAME	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
MORENO VALLEY COLI		0 1 .17	07/00/10	Ф 12 00
Ortiz, Christina	Student Aide III	Supplemental Instruction	07/09/18	\$13.00
Ortiz, Wendy	Student Aide I	Dental Hygiene	07/01/18	\$11.75
Padworski, Ashlee	Student Aide III	Umoja	07/01/18	\$13.00
Perez, Allen	Student Aide II	First Year Experience	07/01/18	\$12.00
Phillips, Jade	Student Aide I	Guardian Scholars	07/11/18	\$11.75
Powell, Jada	Student Aide III	Umoja	07/11/18	\$13.00
Preciado, Laura	Student Aide I	Library	07/01/18	\$11.00
Robinson, Ayanna	Student Aide I	First Year Experience Student Financial	07/01/18	\$11.00
Rodriguez, Kimberly	Student Aide III	Services	07/01/18	\$12.75
Rosario Hernandez, Yenci	Student Aide I	Food Services	07/01/18	\$11.00
Ruiz, Evelyn V	Student Aide I	Library	07/01/18	\$11.00
Serrano, Cesar	Student Aide I	Food Services	07/26/18	\$11.00
Summers, Jessica	Student Aide I	Admission & Records	07/17/18	\$11.50
Swayzer, Tyler	Student Aide I	Food Services	08/07/18	\$11.00
NORCO COLLEGE				
	Student Aide I	Counceling	07/02/18	\$11.00
Ahedo, Javier	Student Aide I Student Aide I	Counseling		
Alili, Farida		Library	07/12/18	\$11.00
Alili, Farida	Student Aide I	Library	07/12/18	\$11.00
Alvarado, George	Student Aide I	Dean Of Instruction	07/17/18	\$11.00
		Extended Opportunity		
		Programs/Cooperative		
		Agencies Resources for		
Arias, Summer	Student Aide I	Education	07/02/18	\$11.00
Arreola, Estevan	Student Aide II	Dean of Instruction	07/02/18	\$12.00
Avitia-Davila, Alejandra	Student Aide III	Tutorial Services	08/01/18	\$13.00
Bahena, Edwin	Student Aide I	Library	08/01/18	\$11.00
Bano, Sobia	Student Aide I	Library	08/08/18	\$11.00
Benavides, Janette	Student Aide I	Food Services	07/02/18	\$11.00
Blair, Destin	Student Aide II	Library	07/02/18	\$12.00
,		Extended Opportunity		·
		Programs/Cooperative		
		Agencies Resources for		
Draguet Dritteres	Student Aide I	_	07/02/10	¢ 11 00
Braquet, Brittney	Student Aide II	Education Tratagial Saggiage	07/02/18	\$11.00
Carter, Rebecca	Student Aide III	Tutorial Services	08/01/18	\$13.00
Clark, Amanda	Student Aide II	Transfer Center	07/12/18	\$12.00
Correa, Nathanial	Student Aide I	Veterans Office	07/12/18	\$11.00
Criswell-Ortiz, Kayla	Student Aide IIII	Student Life	07/17/18	\$ 14.00
Dedakia, Aayushiben	Student Aide II	Library	07/12/18	\$12.00

NAME NORCO COLLEGE (Conti	POSITION	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
NORCO COLLEGE (Conti	nuea)	Business Engineering and		
Dewey, Ty	Student Aide II	Technology Student Financial	08/02/18	\$11.50
Fuentes, Dilmar	Student Aide I	Services	08/09/18	\$11.00
Gogani, Neda	Student Aide I	Library	07/02/18	\$11.00
Gomez, Diana	Student Aide I	Student Support Services	07/02/18	\$11.00
Hans, Mona	Student Aide I	Food Services	07/02/18	\$11.00
		Extended Opportunity Programs/Cooperative Agencies Resources for		
Hernandez, Adran	Student Aide I	Education	07/02/18	\$11.00
Herrera, Yolanda	Student Aide III	Counseling	07/12/18	\$13.00
Huerta, Rose	Student Aide I	Transfer Center	07/02/18	\$11.00
Huerta, Rose	Student Aide I	Transfer Center	07/02/18	\$11.00
Jneidi, Anfal	Student Aide I	Marketing	08/01/18	\$11.00
Jneidi, Ibteahal	Student Aide II	Library	07/02/18	\$12.00
Jneidi, Ibteahal	Student Aide I	Library	07/02/18	\$11.00
Jones, Monique	Student Aide I	Counseling Arts Humanities World	07/17/18	\$11.00
Kortlang, Jessica	Student Aide I	Languages	07/17/18	\$11.00
Lopez, Joseph	Student Aide I	Veteran's office	08/01/18	\$11.00
Lugo, Jennifer	Student Aide I	Outreach Student Financial	08/02/18	\$11.00
Mason, Brianna	Student Aide I	Services	08/08/18	\$11.00
Medina, Adan	Student Aide I	Transfer Center Disability Resource	07/02/18	\$11.00
Mesa, Brenda	Student Aide I	Center	07/02/18	\$11.00
Mican, Nickolas	Student Aide I	Veterans Office	07/02/18	\$11.00
Morales Morales, Triana	Student Aide I	Student Support Services	07/11/18	\$11.00
		Extended Opportunity Programs/Cooperative Agencies Resources for		
Newton, Bonnie	Student Aide I	Education	07/02/18	\$11.00
Niazi, Wagar	Student Aide I	Writing Lab	08/01/18	\$11.00
Oliva, Jazline	Student Aide I	Food Services	08/01/18	\$11.00
Ortiz, Amanda	Student Aide I	Career Center	07/02/18	\$11.00
Ortiz, Evangelina	Student Aide III	Grants and Equity	08/01/18	\$12.50
Parra, Autumn	Student Aide I	Student Life	07/17/18	\$11.00
Phares, Brendan	Student Aide I	Veterans Office	07/02/18	\$11.00

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	<u>DATE</u>	RATE
NORCO COLLEGE (Cont				
Reyes Tene, Raqueline	Student Aide I	Student Financial Srvs	08/08/18	\$11.00
Rivera, Bridget	Student Aide I	Writing Lab	08/01/18	\$11.00
Rubio, Yvette	Student Aide I	Library	07/02/18	\$11.00
Rubio, Zaireth	Student Aide I	TRIO/Upward Bound	07/17/18	\$11.00
Santos, Bryce	Student Aide I	Assessment Center	07/17/18	\$11.00
Santos, Maria	Student Aide I	Counseling	07/17/18	\$11.00
Supernova, Marika	Student Aide I	Food Services	08/01/18	\$11.00
Vazquez-Bonilla, Julio	Student Aide I	Student Financial Srvs	07/02/18	\$11.00
Vera, Victor	Student Aide I	Food Services	08/01/18	\$11.00
RIVERSIDE CITY COLLI	EGE			
		Student Financial		
Alvarado, Brenda	Student Aide I	Services	07/23/18	\$11.00
Ammann, Josara	Student Aide II	Art Gallery	07/01/18	\$12.00
Antonio, Arlene	Student Aide II	Art Gallery	07/12/18	\$12.00
		Kinesiology /		
Banuelos, Miranda	Student Aide I	Women's Basketball	08/13/18	\$11.00
		Kinesiology /		
Brewer, Dyani	Student Aide I	Women's Basketball	08/13/18	\$11.00
Bryan, Cobe	Student Aide I	Kinesiology / Football	08/13/18	\$11.00
		Kinesiology /		
Castaneda, Hector	Student Aide I	Men's Track	07/23/18	\$11.75
		Kinesiology /		
Chang, Lisa	Student Aide I	Women's Basketball	07/16/18	\$11.00
Chavez, Kaitlynn	Student Aide I	Business Administration	07/11/18	\$11.00
· · · ·		Welcome Center /		
Dominguez-Poole, Nathani	el Student Aide I	Outreach	07/01/18	\$11.00
Emstrom, Jay	Student Aide II	Art Gallery	07/01/18	\$12.75
		Life Sciences /		
Fowler, Stephanie	Student Aide II	Community Garden	07/01/18	\$12.75
, 1		Life Sciences /		
Gonzalez, Corina	Student Aide II	Community Garden	07/01/18	\$12.75
,		Student Services /		
Hernandez, Katy	Student Aide I	Calworks	07/01/18	\$11.00
		Student Financial	.,,,,,,,,	4
Hernandez, Lorena	Student Aide II	Services	07/01/18	\$12.00
Hollie, Crystal	Student Aide I	Student Services / Ujima	07/23/18	\$11.00
220110, 21,0001	~ todaliv i iido i	Kinesiology /	57725710	Ψ 11.00
Holoman, Breyani	Student Aide I	Women's Track	07/26/18	\$11.75
Jordan, Cheyenne	Student Aide I	Art Gallery	07/12/18	\$11.00
tordan, one young	Student I nde 1	· ····································	J//12/10	Ψ11.00

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

Backup Other Personnel August 21, 2018 Page 23 of 23

<u>NAME</u>	<u>POSITION</u>	<u>DEPARTMENT</u>	DATE	RATE
RIVERSIDE CITY COLLE	EGE (Continued)			
Lopez, Marlene	Student Aide I	Guardian Scholars	07/23/18	\$11.50
Lopez Guerrero, Xochitl	Student Aide II	Upward Bound Kinesiology /	07/23/18	\$12.00
McMillan, Jayea	Studnt Aide II	Women's Track	07/26/18	\$12.00
Mena, Gabriela	Student Aide I	Performing Arts / Theatre Welcome Center /	07/01/18	\$11.00
Nguyen, Thuy-Mi	Student Aide I	Outreach Kinesiology /	07/01/18	\$11.00
Ontiveros, Jocelyn	Student Aide I	Women's Basketball	07/23/18	\$11.00
Rios, Valerie	Student Aide I	Guardian Scholars	07/16/18	\$11.50
Sierra, Angel	Student Aide II	Upward Bound Kinesiology /	07/23/18	\$12.00
Smith, Connor	Student Aide I	Women's Basketball Student Financial	08/13/18	\$11.00
Smith, Ronald	Student Aide I	Services	07/23/18	\$11.00
Soliz, Brittany	Student Aide I	Accounting Services	07/01/18	\$11.00
Stocker, Camay	Student Aide I	Kinesiology / Track	07/26/18	\$11.00
Tamayo, Heidy	Student Aide III	Life Sciences / Chemistry Kinesiology /	07/30/18	\$13.25
Tate, Maurico	Student Aide I	Men's Basketball Welcome Center /	08/13/18	\$11.00
Tucker, Jacob	Student Aide I	Outreach Kinesiology /	07/01/18	\$11.00
Vargas, Vanessa	Student Aide I	Women's Basketball	08/13/18	\$11.00
Williams, Gina	Student Aide II	Student Employment	07/01/18	\$12.50

PROFESSIONAL EXPERTS

Backup Other Personnel August 21, 2018 Page 1 of 1

NAME POSITION DEPARTMENT TERM AMOUNT

NORCO COLLEGE

Liaison of Field Sports

 Kuderman, Bryan
 Management
 Athletics
 08/01/18 - 06/30/19
 \$24,000



Agenda Item (VI-B-1)

Meeting 8/21/2018 - Regular

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

Subject Purchase Order and Warrant Report – All District Resources

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees approve/ratify the Purchase Orders and Purchase Order Additions totaling \$17,888,244, and District Warrant Claims totaling

\$15,997,467.

Background Narrative:

The attached Purchase Order and Warrant Report – All District Resources is submitted to comply with Education Code Sections 81656 and 85231. The Purchase Orders and Purchase Order Additions, totaling \$17,888,244 requested by 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 287383 - 290221) totaling \$15,997,467, paid against approved Purchase Orders, have been reviewed by the Business Office to verify that monies are available in the appropriate funds for payment of these warrants. These claims also have been reviewed, on a sample basis, by the Riverside County Office of Education through its claim audit process.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

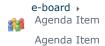
08212018_Contracts and Purchase Orders Over \$90,200 Report (June & July)

Report of Purchases-All District Resources Purchases Over \$90,200 6/01/18 thru 7/31/18

PO#	Department	Vendor	Description	Amount
B0017105	Food Services - Norco	US Foods	Food-US Communities Contract	\$ 170,000
B0017200	Food Services - Moreno Valley	US Foods	Food-US Communities Contract	185,000
B0017257	Food Services - Riverside	Pepsi-Cola	Beverage-RFP Contract	140,000
B0017263	Food Services - Riverside	US Foods	Food-US Communities Contract	340,000
B0017331	EOPS - Riverside	Follett Higher Education Group, Inc.	Book Vouchers-RFP Contract	100,000
B0017452	EOPS - Moreno Valley	Follett Higher Education Group, Inc.	Book Vouchers-RFP Contract	103,000
C0006049	Facilities - Riverside	Snyder & Snyder Construction	Bid Award for Remodel Quadrangle Building	438,000
C0006050	Facilities - Riverside	Snyder & Snyder Construction	Bid Award for Auto Tech Drywall Restoration & Paint	170,691
C0006052	Business Operations - Moreno Valley	Riverside County Office of Education	Galaxy IT Support Services	166,000
C0006066	Career & Tech Ed. Projects	Barstow Community College	Strong Workforce Program Participation	843,388
C0006067	Career & Tech Ed. Projects	Copper Mountain College	Strong Workforce Program Participation	455,461
C0006069	Career & Tech Ed. Projects	College of the Desert	Strong Workforce Program Participation	558,147
C0006074	Career & Tech Ed. Projects	San Bernardino Community College District	Strong Workforce Program Participation	548,712
C0006075	Career & Tech Ed. Projects	San Bernardino Community College District	Strong Workforce Program Participation	514,768
C0006076	Career & Tech Ed. Projects	San Bernardino Community College District	Strong Workforce Program Participation	901,274
C0006077	Career & Tech Ed. Projects	Victor Valley Community College District	Strong Workforce Program Participation	337,491
C0006084	Human Resources & Diversity	Reach Employee Assistance, Inc.	RFP Award for Employee Assistance Program Services	178,020
C0006088	Career & Tech Ed. Projects	Chaffey Community College District	Strong Workforce Program Participation	914,358
C0006093	Campus Student Services - Norco	Dudek	CEQA Services	126,134
C0006103	Facilities - Norco	C.I. Services, Inc.	Bid Award for Library Re-Roofing	536,245
C0006104	Career & Tech Ed. Projects	Mt. San Jacinto Community College District	Strong Workforce Program Participation	576,882
C0006108	Career & Tech Ed. Projects	Mt. San Jacinto Community College District	Strong Workforce Program Participation	138,500
C0006117	Career & Tech Ed. Projects	Palo Verde Community College	Strong Workforce Program Participation	126,562
C0006123	Career and Technical Ed - Norco	So. Sierras Chapter Neca Ed. & Training	Apprenticeship Training Program	300,000
P0066808	Facilities - Moreno Valley	GonLED	LED Supplies CMAS Contract	105,521
P0067382	Career & Tech Ed. Projects - Moreno Valley	CDW-G	Laptops FCCC Contract	98,161
P0067582	Information Services	CDW-G	Proofpoint Software FCCC Contract	99,972
Approved/R	Ratify Purchase Orders of \$90,200 and Over			_
C0005533	Information Services	Ellucian Company, LP	Software License & Support Services	562,139
C0005750	Risk Management	Liebert Cassidy Whitmore	Legal Services	205,217
C0005766	Risk Management	York Insurance Services Group Inc.	Amend. #2/Extends Term for WC Administrator	108,000
			Total	\$ 10,047,643

Report of Purchases-All District Resources Purchases Over \$90,200 6/01/18 thru 7/31/18

PO#	Department	Vendor	Description	Amount
			All Purchase Orders, Contracts, and Additions	
			for the Period of 6/1/18 - 7/31/18	
			Contracts C6048 - C6127	1,572,67
			Contract Additions C3090 - C6034	
			Purchase Orders P66612 - P67758	3,539,10
			Purchase Order Additions P59947 - P66611	
			Blanket Purchase Orders B16940 - B17538	2,728,82
			Blanket Purchase Order Additions B15894 - B16860	
			Total	\$ 7,840,60
			Grand Total	\$ 17,888,24



Agenda Item (VI-B-5-a)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-5-a)

Purchase Maintenance, Repair and Operating Commodities from Home Depot U.S.A., Inc., Subject

Utilizing the U.S. Communities Government Purchasing Alliance Contract

College/District District

Funding General Fund

Recommended

Action

It is recommended that the Board of Trustees approve purchase of Maintenance, Repair and Operating Commodities from Home Depot U.S.A., Inc., Utilizing the U.S. Communities

Government Purchasing Alliance Contract No. 16154.

Background Narrative:

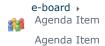
U.S. Communities Government Purchasing Alliance, a nonprofit government-purchasing cooperative, maintains lists of contracts for goods and services awarded to multiple vendors. U.S. Communities assists in reducing the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

On September 20, 2011, the Riverside Community College District Board of Trustees approved the maintenance, repair and operating commodities from Home Depot U.S.A., utilizing the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 11019, U.S. Communities Government Purchasing Alliance issued a new solicitation and awarded the competitively bid contract No. 16154 to Home Depot U.S.A through December 31, 2021, including an option to renew for five (5) additional one (1) year periods.

Staff recommends use of U.S. Communities Government Purchasing Alliance Contract No. 16154, as one source to purchase maintenance, repair and operating commodities from Home Depot U.S.A., Inc. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract meets the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services Maid Askar, Director of Business Services

Attachments:



Agenda Item (VI-B-5-b)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-5-b)

Subject Purchase Copiers, Printers, and Related Accessories, Supplies, and Services, Utilizing the

Sourcewell/National Joint Powers Alliance (NJPA) Contract Number 083116-SEC

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees approve the purchase of copiers, printers, accessories, supplies and services from Sharp Electronics Corporation, utilizing the

Sourcewell/National Joint Powers Alliance (NJPA) Contract Number 083116-SEC.

Background Narrative:

Sourcewell, formerly National Joint Powers Alliance (NJPA), a national government purchasing cooperative, maintains lists of contracts for goods and services awarded to multiple vendors. Sourcewell/NJPA reduces the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

Riverside Community College District utilizes multiple vendors to purchase copiers, printers, and related accessories, supplies, and services. Staff recommends use of the Sourcewell/National Joint Powers Alliance (NJPA) Contract Number 083116-SEC, as one source to purchase goods and services from Sharp Electronics Corporation. The term for Sourcewell/NJPA contract number 083116-SEC is through October 19, 2020, renewable for one (1) additional year. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that these contracts best meet the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Majd Askar, Director of Business Services

Attachments:



Agenda Item (VI-B-5-c)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-5-c)

Subject Purchase Computer Hardware, Software, and IT Services, Utilizing the Foundation for

California Community Colleges Contract Number CB-194-16

College/District District

Funding Various Resources

Recommended

Action

nended It is recommended that the Board of Trustees approve the purchase of computer hardware, software, and IT services from SHI International Corp., utilizing the Foundation for California

Community Colleges Contract Number CB-194-16.

Background Narrative:

The Foundation for California Community Colleges (FCCC), a nonprofit organization, serves as the official foundation supporting the Board of Governors, Chancellor's Office, and the entire California Community College system. FCCC operates CollegeBuys, a cooperative purchasing program designed to leverage the buying power of the 72 community college districts. CollegeBuys secures the most advantageous pricing from enterprise level vendors using system-wide agreements. Public Contract Code Section 20661 authorizes California Community Colleges to piggyback on contracts awarded by the Chancellor of the California Community Colleges.

Riverside Community College District utilizes multiple vendors to purchase computer hardware, software, and IT services. Staff recommends use of the FCCC awarded contract number CB-194-16, as one source to purchase goods and services from SHI International Corp. The term for FCCC contract number CB-194-16 is through December 31, 2018, renewable for two (2) additional 1-year periods. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that these contracts best meet the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Majd Askar, Director of Business Services

Attachments:



Agenda Item (VI-B-5-d)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-5-d)

Subject Purchase Food Products and Related Supplies Utilizing the U.S. Communities Government

Purchasing Alliance Contract

College/District District

Funding Food Services

Recommended

Action

It is recommended that the Board of Trustees approve the purchase of food products and related supplies from Premier-U.S. Foodservice, utilizing the U.S. Communities Government

Purchasing Alliance Contract No. 42356 through June 30, 2023.

Background Narrative:

U.S. Communities Government Purchasing Alliance, a nonprofit government-purchasing cooperative, maintains lists of contracts for goods and services awarded to multiple vendors. U.S. Communities assists in reducing the cost of purchased goods and services for participating agencies by aggregating their purchasing power nationwide. This is accomplished through competitively solicited contracts with lead public agencies. Public Contract Code 20652 authorizes state and local agencies to piggyback on existing bids properly advertised and awarded by other public entities.

On June 21, 2011, Riverside Community College District Board of Trustees approved the purchase of food products and related supplies from Premier/U.S. Foodservice, utilizing the competitively bid U.S. Communities Government Purchasing Alliance Contract No. 13924. U.S. Communities Government Purchasing Alliance issued a new solicitation and awarded the competitively bid contract No. 42356 to Premier/U.S. Food Service through June 30, 2023, including an option to renew for two (2) additional two (2) year period.

Staff recommends use of the U.S. Communities Premier-US Foods contract number 42356 as one source to purchase food products and related supplies throughout the district from Premier-US Food Services. District staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that this contract best meets the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:



Agenda Item (VI-B-5-e)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-5-e)

Subject Purchase of Operational and Janitorial Supplies Solutions Utilizing the Foundation for

California Community Colleges (FCCC)/ University of California Office of the President (UCOP)

Administrative Services Agreement No. CB-213-17

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees approve the purchase of operational and janitorial supplies from Waxie Enterprises, Inc., dba Waxie Sanitary Supply, utilizing the

FCCC/UCOP Administrative Services Agreement No. CB-213-17.

Background Narrative:

Assembly Bill 653 added Section 81646 to the Education Code and Section 20653.5 to the Public Contract Code enabling community college districts to purchase materials, equipment, supplies, and services under the same terms and conditions as those specified in a contract lawfully awarded by the University of California (UC) or the California State University (CSU). The bill permits community college districts, the UC and the CSU to share contracts with each other for the purpose of achieving added price savings through volume discounting. As such, the Foundation for California Community Colleges (FCCC), has secured an administrative services agreement through the University of California Office of the President (UCOP) with Waxie Enterprises, Inc. for the purchase of operational and janitorial supplies.

Staff recommends use of the UCOP awarded agreement number CB-213-17 with Waxie Enterprises, Inc. as needed throughout the District, as one of the sources for the purchase of operational and janitorial supplies. The term of the contract is through August 1, 2019. District Staff has reviewed available cooperative purchasing agreements and other formal purchasing options and found that these contracts best meet the needs of the District.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Maid Askar, Director of Business Services

Attachments:



Agenda Item (VI-B-5-f)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-5-f)

Subject RFP Award for Moreno Valley College Makerspace Consulting and Design Services

College/District Moreno Valley

Funding Hispanic Serving Institution (HSI) Title III STEM Grant

Recommended It is recommended that the Board of Trustees authorize the selection of Base 11 for Action consulting and design services for the Moreno Valley College Makerspace Project.

Background Narrative:

On July 25, 2018, the District issued a Request for Proposal (RFP) for Consulting and Design Services to identify qualified Makerspace consulting and design firms for the Moreno Valley College (MVC) STEM Career Technical Education Makerspace. Two (2) responses were received and evaluated by the District and Moreno Valley screening committee.

The committee recommends award of the consulting and design services for the Moreno Valley College Makerspace Project to Base 11, for \$200,000, including reimbursable expenses.

Prepared By: Robin Steinback, President, Moreno Valley College

Aaron Brown, Vice Chancellor, Business and Financial Services

Melody Graveen, Dean of Instruction, CTE Majd Askar, Director of Business Services

Attachments:



Agenda Item (VI-B-6-a)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-6-a)

Subject Contracts and Agreements Report Less than \$90,200 – All District Resources

College/District District

Funding Various Resources

Recommended

Action

It is recommended that the Board of Trustees ratify contracts totaling \$1,572,674 for the

period of June 1, 2018 through July 31, 2018.

Background Narrative:

On September 11, 2007, the Board of Trustees authorized delegating authority to the Chancellor to enter into contractual agreements and the expenditure of funds pursuant to the Public Contract Code Section 20650 threshold, currently set at \$90,200. The attached listing of contracts and agreements under \$90,200 requested by college and District staff has been reviewed and verified that budgeted funds are available in the appropriate categories of expenditure. The contracts and agreements have been executed pursuant to the Board's delegation of authority and are presented on this agenda for ratification.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services
Majd Askar, Director of Business Services

Attachments:

08212018 Contracts and Agreements Less than \$90,200 Report (June & July)

Contracts and Agreements Report-All District Resources \$90,200 and Under 6/01/18 thru 7/31/18

PO#	Department	Vendor	Business Location	Description	Amount
C0006048	Public Affairs & Institutional Advancement	Tyler Mall Limited Partnership	Riverside	Advertising	\$ 6,036
C0006051	Student Activities - Intramurals-Norco	Pyro Spectaculars, Inc.	Rialto	Streamers for Commencement	2,200
C0006053	Campus Student Services - Norco	University of California	Riverside	Other Travel Expenses	680
C0006054	Career and Technical Ed - Moreno Valley	Base 11	Costa Mesa	Makerspace Mobile Unit Design & Consulting Services	50,000
C0006055	Information Services	Black Box Network Services/Norstan	Minneapolis, MN	PBX Maintenance	58,129
C0006056	Open Campus	Community College League of California	Sacramento	Computer Software Maint/Lic	81,648
C0006057	Facilities - Moreno Valley	ACCO Engineered Systems Inc.	Glendale	Bid Award for Concrete Vault & Valve Replacement	61,322
C0006058	Grants & Contract Services - Riverside	David F. Trujillo & Associates, LLC	Taos, NM	Grant Writing Support	8,000
C0006059	Safety & Police - Riverside	Market-Based Solutions, Inc.	Los Angeles	SCAQMD Emission Credits Paperwork	22,992
C0006060	Safety & Police - Riverside	Market-Based Solutions, Inc.	Los Angeles	Emission Credits Transaction Registration	1,576
C0006061	Human Resources & Diversity	Card Integrators	Los Alamitos	Computer Software Maint/Lic	1,370
C0006062	Public Affairs & Institutional Advancement	Greater Riverside Chambers of Commerce	Riverside	Advertising	647
C0006063	Career & Tech Ed. Projects	Chaffey Community College District	Rancho Cucamonga	Strong Workforce Participation	14,641
C0006064	President - Norco Campus	Blackboard Inc.	Washington, DC	Engagement Campaign Software & Services	55,000
C0006065	Human Resources & Diversity	Liebert Cassidy Whitmore	Los Angeles	Memberships	4,466
C0006068	Risk Management	Centric Actuarial Solutions LLC	Overland Park, KS	Actuarial Services	23,100
C0006070	Workforce Preparation - Riverside	Copper Mountain College	Joshua Tree	Rural Technology Assistance	90,000
C0006071	Workforce Preparation - Riverside	Palo Verde Community College	Blythe	Rural Technology Technical Assistance	90,000
C0006072	Health Services - Riverside	Lifestyle Medicine Solutions	Riverside	Physician Services	37,000
C0006073	Student Services - Riverside	Riverside Convention Center	Riverside	Meeting Expenses	2,730
C0006078	Workforce Preparation - Riverside	West Kern Community College District	Taft	Rural Technology Set-Aside Program	90,000
C0006079	Customized Solutions	Developing Leaders Inc.	Fontana	Training	50,000
C0006080	Associate VC, Instruction	Salesforce.org	San Francisco	Computer Software Maint/Lic	16,377
C0006081	Facilities - Riverside	Tony Painting	Garden Grove	Bid Award for Art Building Classrooms Paint	38,500
C0006082	Facilities - Riverside	Torga Electric	San Bernardino	Bid Award for Electrical Distribution Replacement	31,750
C0006083	Career & Tech Ed. Projects - Riverside	Cerner Corporation	Kansas City, MO	Comp Equip Additional \$200-\$4999	3,729
C0006085	Open Campus	Blackboard Inc.	Washington, DC	Software Archive Services	33,000
C0006086	Risk Management	Shaw HR Consulting, Incorporated	Newbury Park	Disability Consulting Services	25,000
C0006087	Health, Human & Public Services - Moreno Valley	Adame, James	Yucaipa	Dental Hygiene Program Consultant	67,000
C0006089	International Students - Riverside	Duy Tan Study Abroad Co., Ltd.	Ho Chi Minh, Vietnan	n Student Recruitment Services	500
C0006090	Educational Services - Moreno Valley	Rise Interpreting, Inc.	Riverside	Interpreting Services	350
C0006091	Life Sciences - Riverside	Steris Corporation	Pittsburg, PA	Repairs - Service	14,829
C0006092	International Students - Riverside	SchoolApply AG	Dubal, Switzerland	Student Recruitment Services	500
C0006094	Applied Technology - Riverside	Avid Technology, Inc.	Burlington, MA	Comp Equip Additional \$200-\$4999	3,000
C0006095	Allied Health - Riverside	Riverside Convention Center	Riverside	Rents and Leases	4,950
C0006096	Allied Health - Riverside	Riverside Convention Center	Riverside	Rents and Leases	4,950
C0006097	Workforce Preparation - Norco	CV Strategies	Palm Desert	Outreach Assistance	20,000
C0006098	Student Services - Moreno Valley	City of Moreno Valley	Moreno Valley	Rents and Leases	2,442
C0006099	Business Operations - Moreno Valley	Screenvision	Rochester, NY	Advertising	3,425
C0006100	Library - Moreno Valley	Credo Reference Limited	Boston, MA	Library Subscriptions for Database	2,323
C0006101	Open Campus	Intelecom Intelligent	Pasadena	Supplemental License Agreement	4,500
C0006102	Academy / Criminal Services	City of Moreno Valley	Moreno Valley	Rents and Leases	1,047
C0006106	Customized Solutions	Brady, Michael	Corona	Training Services	2,150
C0006107	Career & Tech Ed. Projects	Mt. San Jacinto Community College District	San Jacinto	Grant / Contract Sub Agreements	11,713
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Contracts and Agreements Report-All District Resources \$90,200 and Under 6/01/18 thru 7/31/18

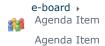
PO#	Department	Vendor	Business Location	Description	Amount	
C0006109	International Students - Riverside	Seablue Recruitment JSC	Ho Chi Minh, Vietnam	Student Recruitment Services	500	
C0006110	Workforce Preparation - Riverside	College of the Siskiyous	Weed	Rural Technology Services	50,000	
C0006111	Library - Norco	Gonzales, Robert G.	Belmont, MA	Lecturers	5,000	
C0006112	Public Affairs & Institutional Advancement	Press Enterprise	Santa Ana	Advertising	4,480	
C0006113	Library - Norco	LinkedIn Corporation	Sunnyvale	Library Subscriptions for Database	22,500	
C0006114	Public Affairs & Institutional Advancement	Salesforce.Org	San Francisco	Computer Software Maint/Lic	940	
C0006115	Open Campus	Blackboard Inc.	Indianapolis, IN	E-Learning	64,000	
C0006116	Admissions & Records - Riverside	The College Board	London, KY	Tests	9,900	
C0006118	International Students - Riverside	Dream Go, Inc.	New York, NY	Student Recruitment Services	500	
C0006119	Performance Riverside	Raben, Larry	Studio City	Artistic Consultation	20,300	
C0006120	Facilities - Riverside	J Kim Electric Inc.	Fullerton	Bid Award for Pathway Lighting Upgrades	46,900	
C0006121	Chancellor's Office	Thompson & Colegate LLP	Riverside	Legal Services	25,000	
C0006122	Student Success & Support Program - Norco	Harland Technology Services	Omaha, NE	Scantron Maintenance Agreement	1,928	
C0006124	Finance	Reliable Workplace Solutions	Riverside	Copier Repairs & Service	968	
C0006125	Counseling & Student Success - Moreno Valley	Sars Software Products, Inc.	San Rafael	Computer Software Maint/Lic	3,200	
C0006126	Campus Student Services - Norco	California State University Fullerton	Fullerton	Other Travel Expenses	14,454	
C0006127	President - Moreno Valley	Regents of the University of California	Riverside	Meeting Expenses	1,754	
N/A	President's Office - Norco College	The Chronicle of Higher Education	Washington, DC	Logo Use	No Cost	
N/A	Student Services	Foundation for California Community Colleges	Sacramento	Data Sharing	No Cost	
N/A	Career & Tech Ed.	Riverside Unified School District	Riverside	Articulation Agreement BUS-80	No Cost	
N/A	Career & Tech Ed.	City of Moreno Valley Economic Development	Moreno Valley	Makerspace Business Incubator	No Cost	
N/A	Risk Management	Alliant	Newport Beach	Excess Workers' Compensation Application	No Cost	
N/A	Career & Tech Ed.	Moreno Valley Unified School District	Moreno Valley	Mobile Innovation Center & Mobile Planetarium Activitie	No Cost	
N/A	Health Services	County of Riverside	Riverside	Seeking Safety Program Grant Funds	No Cost	
N/A	Accounting Services	TLC Auctions	Fontana	Auction Services	No Cost	
N/A	Student Financial Services	Inland Empire Waterkeeper	Riverside	Federal Work Study Community Service	No Cost	
N/A	Risk Management	Care Works Managed Care Services, Inc.	Parsippany, NJ	Filing and Administration Services	No Cost	
N/A	Early Childhood Education	Riverside County Superintendent of Schools	Riverside	Facility for Laboratory Experience	No Cost	
N/A	Student Employment	My Learning Studio	Riverside	Federal Work Study	No Cost	
N/A	School of Nursing	Office of Statewide Health Planning & Developmen	Sacramento	Song Brown Nurse Capitation Grant	No Cost	
N/A	School of Nursing	Office of Statewide Health Planning & Developmen	Sacramento	Song Brown Nurse Special Programs Grant	No Cost	
N/A	President's Office - Norco College	VAIR Energy	Houston, TX	Non-Circumvention & Non-Disclosure	No Cost	
N/A	Strategic Communications	Center for Academic Programs Abroad	Boston, MA	Spring 2019 Study Abroad	No Cost	
N/A	Safety & Police - Riverside	Credentials Solutions, LLC	Northfield, IL	Parking Permits	No Cost	
N/A	Career & Tech Ed.	Moreno Valley Unified School District	Moreno Valley	Student Teacher Fieldwork	No Cost	
N/A	Safety & Police - Riverside	Market-Based Solutions, Inc.	Los Angeles	Rule 2202 Registration Forms	No Cost	
N/A	Financial Aid	My Learning Studio	Riverside	CalWorks Study Work Location	No Cost	
N/A	Fine & Performing Arts	Actors' Equity Association	North Hollywood	Stage Manager for 'Footloose'	No Cost	
N/A	Career & Tech Ed.	Riverside Unified School District	Riverside	Articulation Agreement CAT-51	No Cost	
N/A	Career & Tech Ed.	Riverside Unified School District	Riverside	Articulation Agreement CAT-50	No Cost	
N/A	School of Nursing	Totally for Kids Rehabilitation Hospital	Riverside	Clinical Rotation Site	No Cost	
Additions to Approved/Ratify Contracts of \$90,200 and Under						
C0003090	Communications & Web Development	Ricoh USA, Inc.	Pasadena	Copying and Printing	1,503	
C0004299	Risk Management	Southern California Schools Risk Management	San Bernardino	Liability Insurance	79,464	

Contracts and Agreements Report-All District Resources \$90,200 and Under 6/01/18 thru 7/31/18

PO#	Department	Vendor	Business Location	Description	Amount
C0004389	Facilities - Moreno Valley	Amtech Elevator Services	Anaheim	Elevator Maintenance & Services RFP	6,030
C0004756	RCCD Foundation	Sharp Electronics Corp.	Pasadena	Copier Maintenance	30
C0004774	Facilities - Moreno Valley	Orkin, Inc.	Atlanta, GA	Pest Control Services	3,977
C0004831	Student Services - Moreno Valley	Cell Business Equipment	Irvine	Copier Maintenance Agreement	800
C0005026	Health Services - Riverside	Medical Billing Technologies, Inc.	Visalia	Electronic Billing Services	11,265
C0005199	Chancellor's Office	De Lage Landen Public Finance, LLC	Wayne, PA	Copier Maintenance	24
C0005286	Production Printing	Konica Minolta Business Solutions	Pasadena	Bizhub Press Maintenance Agreement	860
C0005381	Information Services	Computerland of Silicon Valley	San Jose	Computer Software Maint/Lic	9,405
C0005402	Accounting Services	Bankmobile Technologies, Inc.	Wyomissing, PA	Disbursement Refund Services	5,355
C0005411	Academic Affairs - Riverside	Rise Interpreting, Inc.	Riverside	Interpreting Services	3,000
C0005440	Food Services - Moreno Valley	Oracle America, Inc.	Redwood Shores	Renewal #2/Software Technical Support	2,632
C0005462	Customized Solutions	Brady, Michael	Corona	Training	3,950
C0005476	Learning Resource Center - Moreno Valley	Acorn Technology Corporation	Riverside	Managed IT Services	12,000
C0005483	Institutional Support, Instruction & Curriculum	Canon Solutions America, Inc.	Los Angeles	Maintenance Agreement	291
C0005488	Disabled Student Services - Riverside	Rise Interpreting, Inc.	Riverside	Interpreters	1,054
C0005531	Academy / Criminal Services	Canon Financial Services, Inc.	Melvile, NY	Lease Agreement	598
C0005550	Business & Financial Services	American Express Co.	Bellevue, WA	Travel Management Software	19,941
C0005559	Facilities - Riverside	Prudential Overall Supply	Riverside	Laundry and Cleaning	9,320
C0005586	Communications Center - Moreno Valley	US Bank	St Louis, MO	Lease Agreement for Sharp Copier	4,000
C0005633	Career and Technical Ed - Norco	Workhands, Inc.	San Francisco	Computer Software Maint/Lic	2,076
C0005682	Business Operations - Riverside	Card Integrators	Los Alamitos	Computer Software Maint/Lic	1,550
C0005691	Food Services - Riverside	Oracle America, Inc.	Redwood Shores	Technical Support Services	1,405
C0005714	Admissions & Records - Norco	Card Integrators	Los Alamitos	Student ID Card Printer Services	2,196
C0005720	Administrative Support Center - Riverside	Scantron Corporation	Chicago, IL	Software Maintenance	475
C0005771	Customized Solutions	Cerritos College	Norwalk	Training Services	15,000
C0005779	Food Services	Morgan Services, Inc.	Los Angeles	Laundry and Cleaning	3,234
C0005784	Human Resources & Diversity	Konica Minolta Business Solutions	San Bernardino	Copier Maintenance Agreement	1,143
C0005792	Administrative Services Center	Sharp Electronics Corp.	Pasadena	Sharp Maintenance Agreement	700
C0005861	Disabled Student Services - Moreno Valley	Purple Communications Inc.	Rocklin	Interpreting Services	2,893
C0005873	Facilities - Riverside	Parking Company of America/CA	Anaheim Hills	Parking Fee At Presbyterian Church	1,067
C0005879	Kinesiology - Riverside	Pronto Gym Services, Inc.	Pacoima	Repairs - Service	3,775
C0005882	Chancellor's Office	Thompson & Colegate LLP	Riverside	Legal	1,569
C0005895	Business & Financial Services	Shred-It USA, LLC	Pasadena	Shredding Services	26
C0005932	Campus Student Services - Norco	Ruhnau Clarke Architects	Riverside	Amend. #1/Extends Architect Design Services Agreement	25,000
C0005958	Institutional Support, Instruction & Curriculum	Canon Solutions America, Inc.	Gardena	Copier Maintenance	209
C0005973	Customized Solutions	Business Cavalry LLC	San Pedro	Training & Development	11,070
C0006012	Counseling - Moreno Valley	Eureka	Pinole	Computer Software Maint/Lic	1,503
C0006034	Public Affairs & Institutional Advancement	The Lamar Companies	San Bernardino	Renewal #1/Advertising	6,388
N/A	Career & Tech Ed.	Alvord Unified School District	Riverside	Amend. #1/Extends Student Teacher Internship	No Cost
N/A	School of Nursing	County of Riverside, Department of Public Health	Riverside	Amend. #1/Extends Term for Clinical Setting	No Cost
N/A	Career & Tech Ed.	Sierra Joint Community College District	Rocklin	Amend. #1/Extends Term for Makerspace	No Cost
N/A	Career & Tech Ed.	Foundation for California Community Colleges	Sacramento	Amend. #1/Extends Term for Career Catalyst Program	No Cost
N/A	Accounting Services	Bank Mobile	New Heaven, CT	Amend. #2/Changes Check Timeline to 21 Days	No Cost
N/A	Career & Tech Ed.	Riverside Unified School District	Riverside	Amend. #1/Extends Term for Student Teacher Internship	No Cost

Contracts and Agreements Report-All District Resources \$90,200 and Under 6/01/18 thru 7/31/18

PO#	Department	Vendor	Business Location	Description	Amount
N/A	Career & Tech Ed.	Carolyn E. Wylie Center for Children & Families	Riverside	Amend. #1/Extends Term for Student Teacher Internship	No Cost
N/A	School of Nursing	Riverside Unified School District	Riverside	Amend. #2/Extends Term for Community Agency	No Cost
				Total	\$ 1,572,674



Agenda Item (VI-B-6-b)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-6-b)

Subject Agreement for Legal Services with Atkinson, Andelson, Loya, Ruud and Romo

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees review and approve the agreement with

Atkinson, Andelson, Loya, Ruud and Romo for legal services.

Background Narrative:

Attached for the Board's review and consideration is an agreement between Riverside Community College District and Atkinson, Andelson, Loya, Ruud and Romo for legal services.

The District desires to retain Atkinson, Andelson, Loya, Ruud and Romo to perform legal, and upon request, non-legal consultation services. The law firm hourly rates are set forth in Attachment 1 of this report. The agreement is valid through June 30, 2019.

Prepared By: Wolde-Ab Isaac, Chancellor

Patrick Pyle, General Counsel

Michael Simmons, Director, Risk Management, Safety & Police Services

Attachments:

AALRR Agreement

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2018, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2018, through June 30, 2019. For the period July 1, 2018, through June 30, 2019, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$305.00	
Partners/Senior Counsel	\$305.00	
Senior Associates	\$305.00	
Associates	\$260.00	
Electronic Technology Litigation Specialist	\$250.00	
Non-Legal Consultants	\$200.00	
Senior Paralegals/Law Clerks	\$160.00	
Paralegals/Legal Assistants	\$160.00	

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw,

photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

- C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.
- D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.
- E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.
- F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.
- G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.
- H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law

Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

- I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:
- 1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
- 2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
- 3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or
- 4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.
- J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.
- K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.
- L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective July 1, 2018, through June 30, 2019, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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Λ1.	EXECUTION DATE	
	This Agreement is entered	into this day of, 2018.
		"Law Firm"
		ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Dated:		By: WARREN S. KINSLER
		"District"
		RIVERSIDE COMMUNITY COLLEGE DISTRICT
Dated:		By:



Agenda Item (VI-B-6-c)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-6-c)

Subject Agreement for Legal Services with Liebert Cassidy Whitmore

College/District District

Funding n/a

Recommended

Action

It is recommended that the Board of Trustees review and approve the agreement with Liebert

Cassidy Whitmore, pursuant to the agreement hourly rates.

Background Narrative:

The District wishes to retain Liebert Cassidy Whitmore for consulting, representational and legal services pertaining to employment relation matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law. The law firm hourly rates are set forth in Attachment 1 of this report. The agreement term is valid through June 30, 2019.

Prepared By: Wolde-Ab Isaac, Chancellor

Patrick Pyle, General Counsel

Michael Simmons, Director, Risk Management, Safety & Police Services

Attachments:

Liebert Cassidy Whitmore Agreement

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the RIVERSIDE COMMUNITY COLLEGE DISTRICT ("District").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

3. Fees, Costs, Expenses

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Forty Dollars (\$210.00 - \$340.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant and from Eighty-Five to One Hundred Seventy Dollars (\$80.00 - \$170.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification of any adjustment in the range of rates. Attorneys,

paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

<u>Disputes</u>. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of

professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of District.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. Term

This Agreement is effective July 1, 2018 through June 30, 2019, and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE, A Professional Corporation	RIVERSIDE COMMUNITY COLLEGE DISTRICT
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners \$340.00

Senior Counsel \$310.00

Associates \$210.00 - \$290.00

Labor Relations/HR Consultant \$195.00 - \$230.00

Paraprofessionals & Litigation Support \$80.00 - \$170.00

II. COST SCHEDULE

1. Photocopies \$0.15 per copy

2. Facsimile Transmittal \$0.25 per page



Agenda Item (VI-B-6-d)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-6-d)

Subject Lease Agreement with Rexco Norco, LCC for Norco College

College/District Norco

Funding Local Strong Workforce Program

Recommended

Action

It is recommended that the Board of Trustees ratify the lease agreement with Rexco Norco,

LLC beginning July 1, 2018 through June 30, 2023 not to exceed \$461,647.

Background Narrative:

Norco College is experiencing rapid growth in categorical program staff. In order to adequately accommodate this growth the need for additional space, primarily office space, has become apparent. In order to release on-campus space for faculty offices and other needed staff space, Norco College leadership has been diligently researching this issue to identify a viable solution.

The College has identified and secured a property lease (Norco College Business Park), adjacent to the College's property along Third Street at the JFK Middle College High School border. The Norco College Business Park is desirable because of its proximity to the main campus, visibility to Third Street and Hamner Ave., and its relatively new construction that is compliant with current building codes and accessibility requirements. The negotiated lease was finalized by the property management company in July and thus was not available to review prior to this Board meeting.

The primary use of the space will be to support the College's Strong Workforce Program. The program supports the goals of the Regional Strong Workforce program including increasing numbers of certificates and credentials in CTE, placements into high-skill, high-wage careers, and improvement of skills for students leading to living wage increases in the region.

Prepared By: Bryan Reece, President Norco College

Dr. Kevin Fleming, Dean of Instruction, Career and Technical Education Debra Mustain, Dean, Community Partnerships and Workforce Development

Attachments:

Rexco Norco, LLC Lease Agreement



STANDARD MULTI-TENANT OFFICE LEASE - NET

1. Basic Provisions ("Basic Provisions").
1.1 Parties. This Lease ("Lease"), dated for reference purposes only May 9, 2018, is made by and between Rexco Norco, LLC, a
California limited liability company ("Lessor") and Riverside Community College District on
<u>behalf of Norco College</u> ("Lessee"), (collectively the "Parties", or individually a "Party").
1.2(a) Premises: That certain portion of the Project (as defined below), commonly known as (street address, suite, city, state):
Street, Suite 102, Norco, CA 92860 ("Premises"). The Premises are located in the County of Riverside, and consist of
approximately 3,552 rentable square feet and approximately useable square feet. In addition to Lessee's rights to use and occupy the Premises
as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have
any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements
thereon, are herein collectively referred to as the "Project." The Project consists of approximately 72,048 rentable square feet. (See also Paragraph 2)
1.2(b) Parking: Fourteen (14) unreserved and Zero (0) reserved vehicle parking spaces at a monthly cost of per
unreserved space and per reserved space. (See Paragraph 2.6)
1.3 Term: Five (5) years and Zero (0) months ("Original Term") commencing at the completion of the
tenant improvements referenced in Paragraph 54 of the Addendum or July 1, 2018; whichever
occurs later ("Commencement Date") and ending June 30, 2023 ("Expiration Date"). (See also Paragraph 3)
1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon completion of
Tenant Improvements; provided that, the Lease has been fully-executed, Lessor is in
receipt of all move-in monies outlined in Paragraph 1.7(f) and Lessee has provided Lessor
with a certificate of liability insurance naming Lessor as additionally insured ("Early
Possession Date"). (See also Paragraphs 3.2 and 3.3)
1.5 Base Rent: \$6,926.40 per month ("Base Rent"), payable on the <u>first</u> day of each month commencing <u>July 1, 2018</u> .
(See also Paragraph 4)
$ ightharpoonup$ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph $\underline{51}$.
1.6 Lessee's Share of Operating Expenses: <u>four point nine three</u> percent (<u>4.93</u> %) ("Lessee's Share"). In the event that that size
of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.
1.7 Base Rent and Other Monies Paid Upon Execution:
(a) Base Rent: \$6,926.40 for the period July 1, 2018 - July 31, 2018.
(b) Operating Expenses: \$959.04 for the period July 1, 2018 - July 31, 2018.
(c) Security Deposit: \$10,500.00 ("Security Deposit"). (See also Paragraph 5)
(d) Parking: for the period
(e) Other: for .
(f) Total Due Upon Execution of this Lease: \$\frac{\$18,385.44}{}.
1.8 Agreed Use: Administrative offices and classroom use for a community college . (See also
Paragraph 6)
1.9 Insuring Party. Lessor is the "Insuring Party". (See also Paragraph 8)
1.10 Real Estate Brokers. (See also Paragraph 15 and 25)(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):
represents Lessor exclusively ("Lessor's Broker");
represents Lessee exclusively ("Lessee's Broker"); or
Strata Realty, Inc. Attn: Timothy Hawke represents both Lessor and Lessee ("Dual Agency").
(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a
separate written agreement (or if there is no such agreement, the sum ofor% of the total Base Rent) for the brokerage services rendered
by the Brokers.
1.11 Guarantor. The obligations of the Lessee under this Lease shall be guaranteed by ("Guarantor"). (See also Paragraph 37)
1.12 Business Hours for the Building:a.m. top.m., Mondays through Fridays (except Building Holidays) anda.m. to
p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and
1.13 Lessor Supplied Services. Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:
Janitorial services
✓ Electricity
Other (specify):
1.14 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:
$\stackrel{\checkmark}{}$ an Addendum consisting of Paragraphs $\underline{50}$ through $\underline{58}$;
a plot plan depicting the Premises;
a current set of the Rules and Regulations;
a Work Letter;
a janitorial schedule;
other(specify): Exhibits A - D.
2. Premises.
2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for
purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be
different. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.
2.2 Condition . Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs
("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items
which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating
condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not
condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any

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Last Edited: 6/29/2018 11:01 AM

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applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

- (a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof., provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.
- (b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.
- (c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.
- 2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.
- 2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.
- 2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) rent free. at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.
- (a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.
- (b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.
- 2.7 Common Areas Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.
- 2.8 Common Areas Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.
- 2.9 **Common Areas Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.
 - 2.10 Common Areas Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:
- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
 - (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
 - (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
 - (d) To add additional buildings and improvements to the Common Areas;
 - (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

- 3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.
- 3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expenses) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.
- 3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of

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Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

- 4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").
- 4.2 **Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of all Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:
- (a) "Operating Expenses" include all costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, including, but not limited to, the following:
 - (i) The operation, repair, and maintenance in neat, clean, safe, good order and condition, of the following:
- (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;
- (bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, lessees or occupants of the Project, including elevators and escalators, tenant directories, project signage, if any, fire detection systems including sprinkler system maintenance and repair.
 - (cc) The Premises and/or any other space occupied by a tenant.
 - (ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;
 - (iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";
- (iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;
 - (v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;
 - (vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;
- (vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project and the Premises;
- (viii) The cost to replace equipment or capital components such as the roof, foundations, or exterior walls, the cost to replace a Common Area capital improvement, such as the parking lot paving, elevators or fences, and/or the cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3. Provided however, that if such equipment or capital component has a useful life for accounting purposes of 5 years or more that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month;
 - (ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.
 - (x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.
- (b) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.
- (c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.
- (d) Lessee's Share of Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.
- (e) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.
- 4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Operating Expenses, and any remaining amount to any other outstanding charges or costs.
- Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease. Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use

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6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

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- (a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing. Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.
- (b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.
- (c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.
- (d) Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.
- (e) Lessor Indemnification. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.
- (f) Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.
- (g) Lessor Termination Option. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.
- 6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.
- 6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

- 7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements within the Premises.
- 7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the Premises, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems. fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however,

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make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

- (a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.
- (b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.
- (c) Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (a)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

- (a) Carried by Lessee. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.
- (b) Carried by Lessor. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

- (a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 \$50,000 per occurrence.
- (b) Rental Value. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.
- (c) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.
- (d) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

- (a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 \$50,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.
 - (b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.
 - (c) Worker's Compensation Insurance. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the centificate of insurance or copy of the policy required by paragraph 8.5.

(d)	No Representation of Adequate Coverage.	Lessor makes no representation that the limits or forr	ns of coverage of insurance specified herein a
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adequate to cover Lessee's property, business operations or obligations under this Lease.

- 8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.
- 8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.
- 8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.
- 8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, Except for the gross negligence or willful misconduct by Lessor or its agents, neither Lessor nor its agents, invitees or vendors shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom or loss or damage to Lessee's Personal Property. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.
- 8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

- (a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.
- (b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.
- (c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.
- (d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.
- (e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.
- 9.2 Partial Damage Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of a
- 9.3 Partial Damage Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.
- 9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.
- 9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially

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reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

- (a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.
- (b) Remedies. If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.
- 9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

- 10.1 **Definitions**. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.
- 10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.
- 10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.
- 10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.
- 10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services

- 11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office-machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or-pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.
- 11.2 Services Exclusive to Lessee. Notwithstanding the provision of paragraph 11.1, Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.
- 11.3 Hours of Service. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.
- 11.4 Excess Usage by Lessee. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.
- 11.5 Interruptions. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

- (a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.
- (b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.
- (c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.
- (d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.
 - (e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.
 - (f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.
- (g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

- (a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. leither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to

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exercise its remedies for Lessee's Default or Breach.

- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)
- (f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.
- (g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)
- 12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:
- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.
 - (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
 - (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

- 13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:
- (a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.
- (b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.
- (c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.
- (d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.
- (e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
 - (g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.
- (h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.
- 13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:
- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful

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- (b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.
- (c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.
- 13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.
- 13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.
- 13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

- (a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.
- (b) Performance by Lessee on Behalf of Lessor. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.
- 14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees

- 15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.
- 15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessoe of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.
- 15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

- (a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.
- (b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.
- (c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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- 17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.
- 18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.
- 20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.
- 21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.
- 22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

- 23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.
- 23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

- (a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.
- (b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.
- (c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

- (a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:
- (i) <u>Lessor's Agent</u>. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: <u>To the Lessor</u>: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. <u>To the Lessor</u>: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (ii) <u>Lessee's Agent</u>. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. <u>To the Lessee</u>: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. <u>To the Lessee and the Lessor</u>: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.
- (b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.
- (c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.
- 26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.
- 27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- 28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
- 29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

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30. Subordination; Attornment; Non-Disturbance.

- 30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.
- 30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.
- 30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.
- 30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.
- 31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).
- 32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee. In addition, Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith.
- **33.** Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.
- **34. Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.
- **35. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.
- **36. Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

- 37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.
- 37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.
- **38.** Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.
- 39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.
- 39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.
- 39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.
- 39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

- (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.
- (b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).
- (c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due

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(without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

- (a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on pole signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.
- (b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.
- (c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.
- 42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

- (a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.
- (b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.
- (c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- **44. Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.
- **45. Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.
- **46. Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.
- 47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.
- **48. Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH

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THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified	d above their respective signatures.
Executed at: On: 7/5/2018 4:46:27 PM PDT	Executed at:
On: 7/3/2016 4.40.27 PM PD1	On:
By LESSOR:	By LESSEE:
Rexco Norco, LLC, a California limited	Riverside Community College District on
liability company DocuSigned by:	<u>behalf of Norco College</u>
Luna Ib., and	D.
Name Printed: Tary Haupert Name Printed: Tary Haupert	By: Name Printed:
Title: General Manager	Title:
Phone: (714) 998-3400	Phone:
Fax: (714) 998-3401	Fax:
Email: larry@rexcodev.com	Email:
By:	By:
Name Printed:	Name Printed: Title:
Title: Phone:	Phone:
Fax:	Fax:
Email:	Email:
Address: 2518 N. Santiago Blvd	Address:
Orange, CA 92867	Federal ID No.:
Federal ID No.:	
PROVED	PROVER
BROKER	BROKER
Strata Realty, Inc., a California	Strata Realty, Inc., a California
Corporation	<u>Corporation</u>
Attn: _Timothy Hawke_	Attn: _Timothy Hawke_
Title: President	Title: President
Address: 2433 Pomona Road	Address: 2433 Pomona Road
Corona, CA 92880	Corona, CA 92880
Phone:(951)280-1733	Phone:(951) 280-1733
Fax: (951) 280-1739	Fax: (951) 280-1739
Email: thawke@stratarealty.com	Email: thawke@stratarealty.com
Federal ID No.: 43-1952854	Federal ID No.: 43-1952854
Broker/Agent BRF License # 00880273	Broker/Agent BRF License # 00880273

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com NOTICE: No part of these works may be reproduced in any form without permission in writing.

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INITIALS MTON-20.01, Revised 11-01-2017

ADDENDUM TO AIR STANDARD MULTI-TENANT OFFICE LEASE—NET DATED AS OF MAY 9, 2018, BETWEEN REXCO NORCO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS "LESSOR," AND RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF OF NORCO COLLEGE, AS "LESSEE."

For good and valuable consideration, Lessor and Lessee agree to add the following provisions to the Lease:

Conflicts. To the extent of any conflict or inconsistency between any of the terms, conditions or provisions of this Addendum and any of the terms, conditions or provisions of the Lease Agreement, the terms, conditions and provisions of this Addendum shall control and supersede, but only to the extent of the actual conflict or inconsistency. All capitalized terms not otherwise defined in this Addendum shall have the same definitions as in the Lease Agreement.

51. Rent Schedule; Net Lease:

Payment Periods	Monthly Base Rent (NNN)
July 1, 2018 – June 30, 2019	\$6,926.40
July 1, 2019 – June 30, 2020	\$7,203.46
July 1, 2020 – June 30, 2021	\$7,491.60
July 1, 2021 – June 30, 2022	\$7,791.27
July 1, 2022 – June 30, 2023	\$8,102.92

This Lease is a "Net" lease and, except as expressly provided to the contrary in this Lease, Lessee is responsible for paying all amounts due in connection with use of the Premises. Accordingly, in addition to Base Rent, Lessee shall also pay to Lessor its proportionate share of Real Property Taxes, Property Management Fees and insurance costs for the Premises in addition to Association Fees or other Common Area expenses relating to Common Area Operating Expenses in accordance with the provisions of the Lease and this Addendum (hereinafter "Additional Rent"). All such amounts shall be paid in a monthly or other basis specified by Lessor.

Rent Checks/Payments, Rent Checks and all other payments under this Lease shall be made payable to Lessor as follows:

"Rexco Norco, LLC" 2518 N. Santiago Blvd Orange CA 92867

53. <u>Common Area; Association; Operating Expenses;</u> <u>Maintenance:</u>

- **53.1.** Common Area; Lessee's Proportionate Share. The current configuration of the "Common Area" (including the Common Area in the Building, if any) is described and depicted on attached Exhibit "A-2." Lessor and the "Association" (as applicable) shall have the right, in Lessor's sole discretion, from time to time: to change the Common Area as set forth in Section 2.10 of the Lease.
- **53.2.** Association; CC&Rs. Lessee understands and agrees there is an owners' association for the Project to improve, maintain, repair and manage the Common Area (the "Association"); Project Covenants, Conditions and Restrictions ("CC&Rs") are also in place for the Project and were recorded on January 28, 2016. This Lease is expressly subject to the requirements of the Association and the recorded "CC&Rs", and all amendments thereto, prepared by Lessor and/or the Association in connection with the Common Area. Through execution and delivery of this Lease, Lessee agrees to all actions and terms of the Association and the CC&Rs and agrees to comply with and perform all obligations under the same as applicable to the Premises to the extent consistent with this Lease.
- **Tenant Improvements:** Lessor, at Lessor's sole cost and expense, shall modify the existing interior tenant improvements per the attached "Floor Plan" attached hereto as Exhibit "A-1" using Lessor's standard building materials and quantities.
- **Signage.** Lessee, at its sole cost and expense, shall install its signage on the Premises as specified in the sign criteria for the Project, subject to Lessee using either Lessor's vendor or another vendor approved in advance and in writing, by Lessor, and Lessee's compliance with all applicable governmental laws, regulations and restrictions.

Provided no interior signage in the Building is visible from the exterior of the Premises, Lessee shall be allowed to install interior signs with the number, design, size and location to be at Lessee's sole discretion.

All interior Building signage shall be paid for by Lessee, and Lessee shall have the right to such interior signage for the entire Lease Term.

56. <u>Americans with Disabilities Act.</u>

Any other provision of this Lease notwithstanding, the parties hereby agree that the demised Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 and any equivalent California State Law (collectively hereinafter, the "ADA"). The parties further agree and acknowledge that is shall be the sole responsibility of the Lessee to comply with any and all provisions of the ADA, as such compliance may be required to operate the demised Premises. The Lessee further agrees to indemnify Lessor and hold Lessor harmless against any claims which may arise out of Lessee's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorney's fees, court costs and judgments as a result of said claims. Lessor agrees that any

Tenant Improvements made to the Premises by Lessor for Lessee in conformity with the terms of this Lease shall be in compliance with the ADA.

Lessor hereby advises Lessee that neither the Premises nor the Project has undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Lease, Lessor shall have no liability or responsibility to make any repairs or modifications to the Premises or the Project in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)]. Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

57. <u>Miscellaneous:</u>

- (a) This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.
- (b) Lessee and Lessor understand, agree, and acknowledge that this Lease has been freely negotiated by both parties; and that in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of the Lease or any of its terms or conditions, there shall be no inference, presumptions, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
- **58.** Exhibits: The following Exhibits A-D are attached to the Lease and are incorporated into the Lease by this reference.

Exhibit A: Site Plan

Exhibit A-1: Proposed Floor Plan
Exhibit A-2: Project Common Area
Exhibit B: Hazardous Disclosure
Exhibit C: Rules and Regulations

Exhibit D: Sign Criteria

Read and Agreed:	Read and Agreed:
LESSEE: Riverside Community College District on behalf of Norco College	LESSOR: Rexco Norco, LLC, a California Limited Liability Company DocuSigned by:
By: Name Printed: Title: Date:	By Larry Haupert Name Brinted Larry Haupert Title: General Manager Date: 75/2018 4:46:27 PM PDT

EXHIBIT A SITE PLAN



	DS
Initials _	LH
Initials_	

Exhibit A-1
Proposed Floor Plan
(Not to Scale)

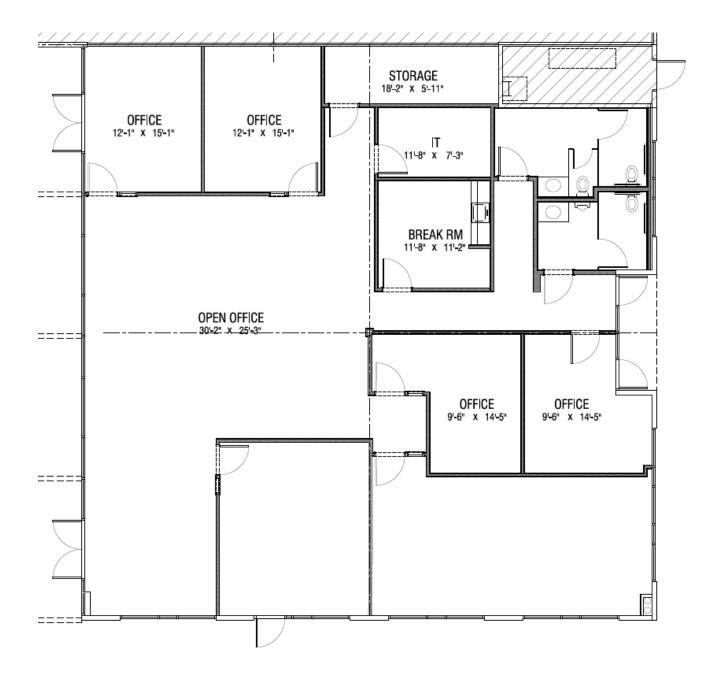




EXHIBIT B

CALIFORNIA SALE/LEASE AMERICANS WITH DISABILITIES ACT, HAZARDOUS MATERIALS, AND TAX DISCLOSURE

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCBs, and asbestos has been used in components such as fire-proofing, heating and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing, dry wall and plaster. Due to prior or current uses of the Property or in the area, the Property may have hazardous or undesirable metals (including lead-based paint), minerals, chemicals, hydrocarbons, or biological hazards (including, but not limited to, mold) or radioactive items (including electrical and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Seller/Lessor and Buyer/Lessee to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may include in transaction documents regarding the Property.

Sellers/Lessors are required under California Health and Safety Code Section 25915 et seq. to disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, co-owners, purchasers and tenants. Buyers/Lessees have similar disclosure obligations. Sellers/Lessors and Buyers/Lessees have additional hazardous materials disclosure responsibilities to each other under California Health and Safety Code Section 25359.7 and other California laws. Consult your attorney regarding this matter, and make proper disclosures. Strata Realty, Inc. is not qualified to assist you in this matter or provide you with other legal or tax advice.

Sale, lease and other transactions can have local, state and federal tax consequences for the Seller/Lessor and/or Buyer/Lessee. In the event of a sale, Internal Revenue Code section 1445 requires that all buyers of an interest in any real property located in the United States must withhold and pay over to the Internal Revenue Service (IRS) an amount equal to fifteen percent (15%) of the gross sales price within ten (10) days of the date of the sale unless the buyer can adequately establish that the seller was not a foreigner, generally by having the seller sign a Non-Foreign Seller Certificate. Note that depending upon the structure of the transaction, the tax withholding liability could exceed the net cash proceeds to be paid to the seller at closing. California poses an additional withholding requirement equal to three and one-third percent (3 1/3%) of the gross sales price on all Sellers (California residents and non-residents alike) for California real property if the sale price exceeds \$100,000. Consult your tax and legal advisor. Real estate brokers are not qualified to give legal or tax advice or to determine whether any other person is properly qualified to provide legal or tax advice.

<u>Lessor:</u>	<u>Lessee:</u>					
Rexco Norco, LLC, a California Limited Liability Company	Riverside Community College District or behalf of Norco College					
By Larry Haupert	Ву:					
Name Ranted: Larry Haupert	Name Printed:					
Title: General Manager Date 7/5/2018 4:46:27 PM PDT	Title:					
Date 7/5/2018 4:46:27 PM PDT	Date:					

Property Address: 1801 Third Street, Suite 102, Norco, CA 92860

EXHIBIT C

RULES AND REGULATIONS

The following are the rules and regulations of this Office facility. Any violation of any of these rules and regulations shall be considered a material and substantial breach of this Lease.

- 1. No curtains, draperies, blinds, shutters, screens or other coverings, awnings, hangings, or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Landlord. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which Landlord considers unsightly from outside Lessee's Premises.
- 2. Landlord and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building of any person.
 - During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Landlord's opinion, Landlord reserves the right (but shall not be obligated) to prevent access to the Building during the continuance of that event by any means it considers appropriate for the safety of Lessees and protection of the Building, property in the Building.
- 3. Lessee shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devised are entirely shut off before Lessee or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Lessee shall be responsible for any damage or injuries sustained by Landlord for noncompliance with this rule.
- 4. Landlord will furnish Lessee free of charge with two (2) keys to each front and side exterior doors in the Premises. Landlord may make a reasonable charge for any additional keys, and Lessee shall not make or have made additional keys. Lessee shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Landlord. If Landlord shall give its consent, Lessee shall in each case furnish Landlord with a key for any such lock. Lessee, upon the termination of its tenancy, shall deliver to Landlord the keys for all doors which have been furnished to Lessee, and in the event of loss of any keys so furnished, shall pay Landlord therefor. None of the foregoing shall preclude Lessee from installing a security access system for the Premises subject to Lessor's approval (which shall not unreasonably be withheld).
- 5. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the Lessee who, or whose employees or invitees, shall have caused the breakage, stoppage, or damage.
- 6. Lessee shall not use or keep in or on the Premises, or the Building any kerosene, gasoline, or inflammable or combustible fluid or material.
- 7. Lessee shall not use or keep in or on the Premises, the Building any foul or noxious gas or substance. Lessee shall not allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be brought or kept in or about the Premises, or the Building.
- 8. No cooking shall be done or permitted by any Lessee on the Premises, except that use by the Lessee of Underwriters' Laboratory (UL) approved equipment, refrigerators, and microwave ovens may be used in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, storing and heating food for Lessees and their employees shall be permitted. All uses must be in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations and the Lease.
- 9. Except with the prior consent of Landlord, Lessee shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in such Lessee's Lease. Lessee shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common area except as authorized by Landlord.

10. If	Lessee	require	s tele	graphic	, tele	phonic,	telec	ommun	icatio	ons, d	data p	oroce	ssing	, burglar	alarm	or s	simila	ar
s	ervices,	it shall	first o	obtain,	and c	comply	with,	Landlo	rd's i	instru	uctions	s in	their i	nstallatio	n. Th	e c	ost	of
р	urchasin	ıg, instal	lation	and ma	ainten	ance c	of such	n service	es sh	all be	e born	ie so	lely by	/ Lessee				

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EXHIBIT C

RULES AND REGULATIONS

- 11. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
- 12. Lessee shall not install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or the roof of the Building, without Landlord's written consent. Lessee shall not interfere with radio or television broadcasting or reception from or in the Building, or elsewhere.
- 13. Except as otherwise provided in the Lease, Lessee shall not mark, or drive nails, screws or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's consent. Lessee may install nails and screws in areas of the Premises that have been identified for those purposes to Landlord by Lessee at the time those walls or partitions were installed in the Premises. Lessee shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor or its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the Lessee by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
- 14. Lessee shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to properly distribute the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining such safe, equipment or other property shall be repaired at the expense of Lessee.

Business machines and mechanical equipment belonging to Lessee which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord shall be placed and maintained by Lessee, at Lessee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord.

- 15. Each Lessee shall store all its trash and garbage within the interior of the Premises. Lessee shall not place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Landlord shall designate. If the Building has implemented a building-wide recycling program for Lessees, Lessee shall use good faith efforts to participate in said program.
- 16. Canvassing, soliciting, distribution of handbills or any other written material and peddling and the Project is prohibited and Lessee shall cooperate to prevent the same. No Lessee shall make room-to-room solicitation of business from other Lessees in the Project, without the written consent of Landlord.
- 17. Landlord shall have the right, exercisable without notice and without liability to any Lessee, to change the name and address of the Building.
- 18. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is under the influence of alcohol or drugs or who commits any act in violation of any of these Rules and Regulations.
- 19. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
- 20. Lessee assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
- 21. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Building overnight without prior written consent of the Landlord shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Landlord. Lessee will from time to time, upon the request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees or agents.

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EXHIBIT C

RULES AND REGULATIONS

- 22. No smoking of any kind shall be permitted anywhere within the Building, including, without limitation, the Premises and those areas immediately adjacent to the entrances and exits to the Building, or any other area as Landlord elects. Smoking in the Building is only permitted in smoking areas identified by Landlord, which may be relocated from time to time.
- 23. Lessee shall be responsible for the observance of all of the foregoing Rules and Regulations by Lessee's employees, agents, clients, customers, invitees and guests.
- 24. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Lessee or Lessees, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Lessee or Lessees, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all Lessees of the Building.
- 25. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Lessee agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

UNDERSTOOD AND AGREED TO:

ı	F	C	C	F	F	
_	_	J	J	_	_	

Riverside Community College District on behalf of Norco College

Ву:	
Name Printed:	
Title:	
Date:	



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Initials	



Exhibit D

Norco Campus Business Park Sign Program



1721 – 1801 Third Street Norco, CA 92860

> Inland Signs Inc. 10783 Bell Court Rancho Cucamonga, CA

TENANT SIGNAGE

A. SIGNAGE STANDARD

Signage is an important element in contributing to the overall identity and quality of Norco Campus Business Park. The following Sign Program is intended to produce a consistency in sign design that reinforces the collective image of Norco Campus as a comprehensive collection of buildings while providing for the individual identification of each type of use and individual tenants.

Thoughtful designs, constructions and conformance with these guidelines will enhance the customers' appreciation of individual tenants/owners and buildings, contributing to the overall success of Norco Campus.

B. OVERVIEW

The overview of this criteria is to assist the landlord, tenant, and city relationship.

Landlord Responsibility:

- A. Providing base building design and construction information requested by tenant's sign design consultant.
- B. Review, comment and approve tenant's sign submission.

Tenant Responsibility:

- A. Design
- B. Fabrication
- C. Permitting
- D. Installation of sign. This includes any structural support, electrical services and any special installation requiring additional or modification to the shell building, approved by the Landlord.

The Tenants shall employee professional sign fabricators and installers approved by the Landlord, who are well qualified in the techniques and procedures required to implement the sign design concept. Tenants will abide by all provisions, guidelines, and criteria contained within this sign program.

Only those sign types provided for and specifically approved by the Landlord in this Sign Program will be allowed. The Landlord may, at his discretion and at the tenant's expense and after proper notice to tenant, replace or remove any sign that is installed without the Landlord's prior written consent, or that is not executed in conference with this approved Sign Program.

C. SIGN STYLES

Acceptable Sign Styles:

- 1. Depending on Building and Suite number one sign frame, either illuminated or non-illuminated.
- 2. Window Graphics which consist of business name and hours only. No other window graphics will be allowed.

D. PLACEMENT

- A. Tenant's signs shall be placed in the location designated by the Landlord above the entrance doors. See elevation pages for building specific location.
- B. Tenants are also permitted to have window graphics in the designated location on the glass of the entrance door, as specified by the Landlord. Please see exhibit for placement.
- C. No other tenant sign shall be mounted to the fascia of the building or glass without prior written approval from the Landlord and the City of Norco.

E. SIZING

• Building 1801, suites 102 and 103, and building 1721, suites 102 and 103, are allowed one illuminated sign frame at 3' (36 inches) in height and 12' (144 inches) in width.

Total tenant sign area may not exceed 18" in height and may not exceed 11' - 6" (138 inches) in width.

- Building 1801 suite 101, Building 1721 suite 103, Building 1751 suites 101 and 102, Building 1771 suite 101 and 102, Building 1781 and Building 1791 are allowed one illuminated sign frame at 3' (36 inches) in height and 8' 6" (102 inches) in width. Total tenant sign area may not exceed 18" in height and may not exceed 8' (96 inches) in width.
- Building 1761 suites 101, 102, 103, 104, 105, 106, 201, 202, 203, and 204 are allowed one non-illuminated sign frame that is 12.75" tall by 102" wide, with the allowable tenant lettering of 8" tall by 96" wide.

Guidelines for the door graphics are as follows:

- Maximum of one (1) sq. ft. for business name.
- Maximum of one (1) sq. ft. for business hours.

F. STYLES

The type face may be arranged in one or two lines of copy and may consist of upper and lower case letters, each must fit within the maximum allowed tenant sign area. This applies for both the illuminated sign and the door graphics.

ARIAL * FOLIO * FRANKLIN * FUTURA * HELVETICA * SWISS

The use of multi-colored, nationally recognized, trademarked logos or type styles are permitted. The tenant should identify trademark protected type and marks in their sign submission to assist the City of Norco and the Landlord in the review process.

G. LOGOS

Multi-colored trademark logos and shapes are permitted. The use of a logo must conform to the sizing specified within this sign program. The maximum logo height may not be larger than 18" and no more that 40% of the sign. Multi-colored trademark lettering and logos are permitted, but must first be approved by Landlord.

H. COLORS

Tenant lettering on sign frames shall be a contrasting color to the sign background. Tenant window graphics may only be WHITE. Multi colored trademark lettering and logos are permitted, but first must be approved by Landlord.

I. PROHIBITED SIGNS

The following is a list of prohibited signs:

- Temporary wall signs, pennants, inflatable displays or sandwich boards.
- Paper, cardboard or Styrofoam signs, stickers or decals hung around or behind storefronts.
- Flashing, oscillating, animated lights or other moving sign components.
- Rooftop signs or signs projecting above roof lines or parapets.
- Signs on mansard roofs or equipment screens.
- Advertising or promotional signs on parked vehicles and or structural billboards.
- Sign company decals.
- Painted signs or paintings on business windows or doors.
- Wind activated and balloon signs.
- Changeable copy signs.

J. LANDLORD APPROVALS

AT LEAST THIRTY (30) DAYS PRIOR TO THE INSTALLATION OF ANY SIGN, THE FOLLOWING INFORMATION MUST BE PROVIDED TO THE LANDLORD FOR REVIEW AND PRIOR APPROVAL: Complete set of fully dimensional shop drawings of proposed sign which must include:

Tenant's entire building elevation;

- The proposed sign location;
- Sign size and square feet of proposed sign;
- Sign color or colors;
- Site plan;
- Construction details;
- Installation details;
- Proposed sign vendor.

Within ten (10) days of receipt of the sign submission, the Landlord will approve, as noted, or disapprove with comments to the tenant's sign design. Tenant must respond to the Landlord's comments and re-submit within two (2) weeks, and repeat this process until all sign design, fabrication and installation issues are resolved to the Landlord's satisfaction.

K. PERMIT APPROVAL

Upon receipt of final sign approval from the Landlord, the tenant sign/installation company shall submit three (3) sets of colored drawings of the proposed sign to the City of Norco for review by both Planning and Building & Safety Departments. On approval and after receiving permits granted by the City, tenant sign/ installation company shall install the approved sign.

L. INSTALLATION

THE TENANT'S SIGN INSTALLER SHALL BE RESPONSIBLE TO PROVIDE THE LANDLORD WITH THE FOLLOWING:

- 1. An original certificate of insurance naming the Landlord as an additional insured for liability coverage in the amount of one million dollars prior to beginning fabrication;
- 2. Sign permit(s) from the City of Norco;
- 3. An approved copy of sign drawings. In addition, installer must also keep an approved set of sign drawings on site when installing the sign.
- 4. A warranty against latent defects in materials and workmanship for a minimum of one year.



Agenda Item (VI-B-6-e)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-6-e)

Subject Agreement Amendment for Training Services with Cerritos College Foundation

College/District District

Funding State of California Employment Training Panel

Recommended

Action

It is recommended that the Board of Trustees approve the Amendment to the Agreement to

provide additional Employment Training Panel funds to Cerritos College Foundation.

Background Narrative:

This amends the contract with Cerritos College Foundation for training services up to \$120,000.00 for the period April 3, 2017 through April 2, 2019. This amendment significantly increases the amount of RCCD ETP funding available to Cerritos College Foundation, permitting a substantial increase in employers served and employees trained; and represents \$36,000.00 in potential revenue to the District. Cost to the District is reimbursed by the Employment Training Panel from the State of California.

Prepared By: Susan Mills, Vice Chancellor Education Services and Strategic Planning Mark Mitchell, Director, Tritech Small Business Development Center

Attachments:

Amendment Cerritos College Foundation 8 21-18

AMENDMENT TO AGREEMENT

This document amends the original Educational Services Agreement between the Riverside Community College District and Cerritos College Foundation, which was approved by the Vice Chancellor of Business and Financial Services on behalf of the Riverside Community College District on August 29, 2017.

Article 3, COMPENSATION, is hereby amended as follows:

"The contract amount for this agreement will be up to \$111,000.00 dollars."

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

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

DISTRICT	EMPLOYER		
By: Signature	By:Signature		
Aaron S. Brown, Vice Chancellor, Business & Financial Services Title	Steve Richardson Executive Director Title		
Date:	Date:		



Agenda Item (VI-B-6-f)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-6-f)

Subject Agreement Amendment for the Inland Empire/Desert Regional Consortium (IE/DRC) CTE

Rebranding and Marketing Campaign

College/District Norco

Action

Funding Strong Workforce Program Regional Funding

Recommended It is recommended for the Board of Trustees to review and approve amendment No. 2 with

Interact to renew the contract period to December 31, 2018 not to exceed \$233,433.

Background Narrative:

The District has been designated as the Fiscal Agent for the Strong Workforce Program (SWP) Inland Empire/Desert Regional Consortium. A regional marketing campaign is an integral component of the regional plan. As Fiscal Agent, staff engaged in a Request for Proposal (RFP) process for the purpose of selecting a marketing firm to develop a comprehensive plan to rebrand and market the career and technical education programs at community colleges throughout the region.

On August 15th, 2017 the Board of Trustees approved the agreement with Interact Communications to provide marketing and rebranding services on behalf of the Strong Workforce program, RFP#2016/17-27, for the period of August 23rd, 2017 – August 31st 2018. The contract allowed for up to two additional one-year contract extensions.

The attached amendment will extend the current contract for the period of 9/1/2018 - 12/31/2018. The contract extension will continue and expand the scope of services as outlined in Exhibit 1.

Prepared By: Bryan Reece, President Norco College
Ashley Etchison, Director, Strategic Communications & Marketing

Attachments:

Agreement Amendent No. 2 Interact Exhibit 1

AMENDMENT TO AGREEMENT BETWEEN

RIVERSIDE COMMUNITY COLLEGE DISTRICT and INTERACT

This document amends the original agreement for the Inland Empire/Desert Regional Consortium (IE/DRC) CTE Rebranding and Marketing Campaign – RFP #2016/17-27 between the Riverside Community College District and Interact, which was approved by the Board of Trustees on August 15, 2017.

The agreement is hereby amended as follows:

Paragraph 5 – Renew current contract for the period of 9/1/2018 to 12/31/2018. Total contract amount for this period will be \$233,433. The contract extension will continue and expand the scope of services in RFP #2016/17-27 as outlined in Exhibit 1.

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

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

Interact	Riverside Community College District
Chand Bus and	Annous C. Dunnun
Cheryl Broom	Aaron S. Brown
President	Vice Chancellor
	Business & Financial Services
Date:	Date:



INLAND EMPIRE / DESERT REGIONAL CONSORTIUM

Career Education Rebranding and Marketing Campaign: September 2018-December 2018

Prepared by Cheryl Broom, President

August 8, 2018

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COVER LETTER

July 23, 2018

Interact Communications 550 Seagaze Drive, #L105 Oceanside, CA 92054

Interact Communications, Inc., a full-service marketing and communications company, is pleased to submit this preliminary proposal to the Inland Empire/Desert Regional Consortium for Year Two of the Career Education Rebranding and Marketing Campaign. This second year of the campaign will continue to build upon the momentum established during the first year, while also expanding the reach of the campaign to a wider audience throughout the region.

As a communications company, we bring a single-minded focus on the marketing and enrollment needs of colleges, as well as complete, in-house research, marketing, strategic and creative services. Interact Communications' offices in La Crosse, WI and Oceanside, CA have the availability of staff and resources to perform all services described in the original RFP. Founded in 1996, Interact is now in its 22nd year as the only full-service marketing agency in the country that works *solely* with two-year colleges. We have developed and implemented marketing plans and brands for colleges nationwide. Some of our current clients include the California Community Colleges Chancellor's Office, Los Angeles Community College District, Long Beach City College, Grossmont-Cuyamaca Community College District, Mt. San Antonio College, Oakland Community College, Seattle Central College, and the Michigan Community College Association.

Interact Communications is aware that payments will not be made in advance of services or products. The company is financially strong and has the capability to carry campaign costs for up to 90 days. We, as well as our subcontractors, meet all minimum requirements outlined in the RFP. We are in good standing with the State of California for conducting business.

We appreciate your consideration of this proposal, and look forward to the opportunity to continue to serve the Inland Empire/Desert Regional Consortium.

Regards,

Cheryl Broom, M.A.

President, Interact Communications

(760) 698-3194

Cheryl.broom@interactcom.com

www.interactcom.com

SCOPE OF WORK

Advertising Campaign & Collateral Materials

Collateral Development

In this stage of the project, Interact Communications will update marketing materials for the fall campaigns based on previously defined marketing research and approved campaign messaging and strategy. This is an expansion of campaign materials in order to keep your campaign fresh and relevant, and only includes those media that would benefit from a refresh. Up to two presentations of campaign materials will be given for feedback, review, and approval. In addition, Interact Communications will assist the Consortium by developing outreach materials for use in booths and enewsletters.

- 5 Radio Spots for use in broadcast and digital radio
- 53 Digital/Social Media Ads (8 new digital ads, resized for all mediums (6 sizes), plus 5 digital ads to accompany Pandora radio spots)
- 1 Newsletter Template built for MailChimp, based on current template
- 3 Booth Items: (2) Pull-Up Banners and (1) Conference Backdrop (design only)
- 2 Photography-based videos, with animations, for use in advertising campaign

What it Costs: \$15,000

Timeline for Completion:

• Radio Spots: October 2018

Digital/Social Ads: September & November 2018

Newsletter Template: September 2018

Booth Items: September 2018

Photography-based videos: September & November 2018

Template Adaptation for Colleges

To assist IEDRC colleges with developing their own local campaign collateral, Interact will provide research, writing and design services as requested. Each piece of collateral requested will be developed using the approved campaign templates for posters, fliers, or brochures to promote general Career Education or specific programs.

What it Costs: \$100/hour, not to exceed \$3,433 in this contract.

Timeline for Completion: Work will be completed in 4-6 weeks following each request.

Industry Sector Videos

To continue to educate the community about the strength of Career Education programs and the opportunities afforded to students upon completion of certificates and degrees, Interact Communications proposes extending the region's brand and showcasing the region's programs through use of video.

The following sectors will be featured:

- Advanced Manufacturing
- Advanced Transportation & Logistics
- Business & Entrepreneurship

- Energy, Construction & Utilities
- Health
- Information & Communication Technologies (ICT)/Digital Media
- General Career Education

These sectors will be profiled in two-minute videos that can be played during presentations, hosted on YouTube, displayed on college websites, featured on the campaign landing page and more. The videos will also be repurposed into 30-second spots, with calls to action, that can be shared and boosted on social media. Videos will be authentic-narration style and feature actual faculty, students and employers.

From the footage collected, Interact Communications will also create a short, energetic video that showcases Career Education in the region. This video will be created with footage shot as part of the industry sector videos and will be offered to the Consortium at a 50 percent discount.

What it Costs: \$35,750 (\$5,500 per sector, plus \$2,750 for compilation video); Overall Career Education video free of charge

Timeline for Completion: Filming to occur in October 2018, with all videos produced by December 31, 2018

Travel: Travel costs are included if travel occurs during a one-week increment. Additional travel will be billed at actual cost. Suggested filming schedule: seven sectors in October. **Consortium Resources:** The Consortium will be responsible for identifying students, faculty, and employers to interview. Interact Communications will work with the Consortium on a final filming schedule, which must be finalized at least seven days prior to the start of filming.

Career Education Photography

Interact Communications will send one photographer on-site for a full week (5 days) to the Imperial Valley/Desert Region's community colleges to capture images of Career Education programs. These visits will ensure that each of your unique programs are featured in your advertisements, website, presentations, and outreach materials in a consistent, professional manner. A dedicated photographer for your Career Education programs will allow your college to capture images that can be used for years to come.

All the photos taken will be provided to Inland Empire/Desert Regional Consortium as RAW images, with up to 50 selected photos being edited, color corrected and optimized visually for marketing use.

What it Costs: \$12,000

Timeline for Completion: Photography to occur in October 2018, with all editing finished in November 2018

Travel: Travel costs are included if travel occurs during a one-week increment. Additional travel will be billed at actual cost.

Consortium Resources: The Consortium will be responsible for identifying campuses and programs to photograph. Interact Communications will work with the Consortium on a final filming schedule, which must be finalized at least seven days prior to the start of filming.

Business & Industry Research

This research will involve developing and conducting a custom online survey with one-on-one interviews with up to 15 of your local industry leaders, including employers, chambers, employer intermediaries, workforce development boards, economic development agencies, labor unions, One Stop Career Centers, etc. The online survey will be deployed via email and interviews will be performed by phone using lists of employers provided to Interact Communications by Inland Empire/Desert Regional Consortium.

The purpose of the study is to receive information on employers' perceptions of your programs and services and the relative match of your students' skills to employer needs. The surveys will also provide local industry leaders and employers the opportunity to share how they feel colleges can best promote the breadth, depth and quality of career technical education programs at California community colleges and the high level of training community college graduates receive.

Following the conclusion of the research phase, Interact Communications will summarize the research findings into a written report and recommendations.

What it Costs: \$14,000

Timeline for Completion: September-December 2018

Media Buying & Administrative Fees

Media Buying Fees

Message, media, target, tactics, and budget all come together to create a comprehensive approach to your integrated marketing and communications campaign. At this stage, we will implement your full plan and book your media. We will monitor the spend monthly and make any and all necessary adjustments to ensure the most successful campaign possible.

What it Costs: \$137,250

Timeline for Completion: September 1, 2018-December 31, 2018

Administrative: Project Management & Support Costs

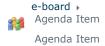
Interact Communications will provide all administrative and project management and support, including News Center and website hosting and updates. In addition, Interact will oversee all media buying placement, measurement and evaluation. Interact Communications will provide a monthly update, which can be made in person, remotely, or in writing.

What it Costs: \$16,000

Timeline for Completion: September 1, 2018-December 31, 2018

FEE PROPOSAL

Element	Flat Fee for Service	Total Costs
Advertising Campaign & Collateral Materials		\$66,183
New Collateral and Advertising Materials	\$15,000	
Template Adaptation for Colleges	\$3,433	
Creation of Seven (7) Two-Minute Videos & Seven (7), 30-second Videos, Plus One Overview Video	\$35,750	
Career Education Photography Services	\$12,000	
Research		\$14,000
Business & Industry Research	\$14,000	
Plan Implementation and Media Buying		
Implement the Marketing Plan; Including All Media Buying		\$137,250
Administrative: Project Management & Support Costs		\$16,000
	TOTAL:	\$233,433



Agenda Item (VI-B-7)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-7)

Subject Out-of-State Travel

College/District District

Funding

Recommended

Action

Recommend that the Board of Trustees approve the out-of-state travel.

Background Narrative:

Board Policy 6900 establishes procedures for reimbursement for out-of-state travel expenses; and the Board of Trustees must formally approve out-of-state travel beyond 500 miles.

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

Out-of-State Travel

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date: August 21, 2018

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

Retroactive:

1) Mr. Jeffrey Williamson, Statewide Director, Center for International Trade Development, to travel to Minneapolis, Minnesota, July 29 through August 1, 2018, to attend the State Trade Development Organization – Best Practices Conference. Estimated cost: \$1,620.00. Funding source: California State Trade Expansion Grant. (Due to the short notice, the travel request could not be included on the June Board report.)

Revision:

- 1) Mr. Nassef (Sef) Girgis, Assistant to the Coordinator, Study Abroad Program, to travel to Germany, Florence, Italy and Barcelona, Spain, October 18 through November 9, 2018, to attend the Baden Seminar in Germany and Center for Academic Programs Abroad (CAPA) workshop and site visits. Estimated cost: \$3,050.00. Funding source: General funds. (Faculty will be visiting Austria in place of Germany and will no longer be attending the Baden Seminar in Germany.)
- 2) Dr. Bryan Reece, President, President's Office, Norco College, to travel to Dallas, Texas, April 24 through 27, 2018, to attend the Higher Education Research & Development Institute Spring Meeting. Estimated cost: \$615.26. Funding source: General funds. (The estimated cost of the travel increased from \$615.26 to \$1,335.82 due to increase in airfare.)

Current:

Moreno Valley College

- 1) Mr. Carlos Carrio, Health Education Specialist, Student Health and Psychological Services, to travel to Kissimmee, Florida, October 31 through November 7, 2018, to attend the 2018 Boosting Alcohol Consciousness Concerning the Health of University Students Initiatives of National Association of Student Personnel Administrators General Assembly. Estimated cost: \$2,419.20. Funding source: California Community College Mental Health Grant funds.
- 2) Ms. Micki Clowney, Director, TRiO Programs, to travel to New York City, New York, September 12 through 16, 2018, to attend the Council of Opportunity in Education. Estimated cost: \$5,190.88. Funding source: \$2,595.44 will be paid with Talent Search Grant funds and \$2,595.44 will be paid with Student Support Services TRiO Grant funds.
- 3) Mr. Bob Fontaine, Director, Public Safety Education and Training, Ben Clark Training Center, to travel to Milwaukee, Wisconsin, October 24 through 26, 2018, to attend the Commission on Accreditation of Allied Health Education Programs Accreditation Workshop for Paramedic Programs. Estimated cost: \$1,949.48. Funding source: Perkins Grant funds.
- 4) Ms. Angel Orta-Perez, Assistant Director, Upward Bound Math and Science, TRiO Programs, to travel to New York City, New York, September 12 through 16, 2018, to attend the Council of

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date: August 21, 2018

Opportunity in Education Conference. Estimated cost: \$5,563.12. Funding source: Upward Bound Math and Science Grant funds.

5) Ms. Kimberly Williams, Outreach Coordinator, Upward Bound Program, TRiO Programs, to travel to New York City, New York, September 12 through 16, 2018, to attend the Council of Opportunity in Education Conference. Estimated cost: \$2,109.00. Funding source: Upward Bound Grant funds.

Norco College

- 1) Dr. Kevin Fleming, Acting Vice President, Strategic Development, to travel to Washington, D.C., September 23 through 26, 2018, to attend the Corona Chamber U.S. Policy Summit. Estimated cost: \$2,204.05. Funding source: General funds.
- 2) Dr. Bryan Reece, President, President's Office, to travel to Washington, D.C., September 23 through 26, 2018, to attend the Corona Chamber U.S. Policy Summit. Estimated cost: \$2,451.35. Funding source: General funds.

Riverside City College

- 1) Ms. Monique Greene, Assistant Professor, Counseling, Student Services-Ujima, to travel to New Orleans, Louisiana, September 26 through 30, 2018, to attend the Historical Black College University (HBCU) Dillard, Grambling and Southern Universities tour. Estimated cost: \$1,650.00. Funding source: Equity funds.
- 2) Ms. Arlene Gunderson, Assistant Professor, World Languages, to travel to Colorado Springs, Colorado, September 14 through 16, 2018, to attend the Faculty True Way American Sign Language Curriculum Training. Estimated cost: \$1,022.84. Funding source: Strong Workforce funds.
- 3) Ms. Diana MacDougall, Professor, World Languages, to travel to Salt Lake City, Utah, October 30 through November 4, 2018, to attend the 2018 Conference of Interpreter Trainer Biennial. Estimated cost: \$1,864.12. Funding source: Strong Workforce SAID Grant funds.
- 4) Mr. Christian Ramsey, Adjunct Professor/Counselor, Student Services-Ujima, to travel to New Orleans, Louisiana, September 26 through 30, 2018, to attend the Historical Black College University (HBCU) Dillard, Grambling and Southern Universities tour. Estimated cost: \$1,650.00. Funding source: Equity funds.
- 5) Miss Ariel Sales, Educational Advisor-Ujima Project, Student Services, to travel to New Orleans, Louisiana, September 26 through 30, 2018, to accompany thirty-two (32) students on the Historical Black College University (HBCU) Dillard, Grambling and Southern Universities tour. Estimated cost: \$52,566.00. Funding source: Equity funds.
- 6) Mrs. Joy Wells, International Students and Program Specialist, Center for International Students and Programs, to travel to Guadalajara, Monterrey, Meridia, Queretaro, and Mexico City, Mexico,

RIVERSIDE COMMUNITY COLLEGE DISTRICT CHANCELLOR'S OFFICE

Subject: Out-of-State Travel Date: August 21, 2018

October 10 through 21, 2018, to attend the Education USA 2018 United States-Mexico Academic Mobility Fair – Fall Circuit. Estimated cost: \$7,239.62. Funding source: General funds.

7) Ms. Xin "Lara" Zhang, International Students and Programs Specialist, Center for International Students and Programs, to travel to China and Vietnam, September 15 through October 7, 2018, to attend the EducationUSA China 2018 Fall College Fair. Estimated cost: \$14,361.36. Funding source: General funds.

Riverside Community College District

- 1) Ms. Peggy Cartwright, Associate Vice Chancellor, Strategic Communications and Institutional Advancement, to travel to New York City, New York, October 25 through 27, 2018, to attend the Association of Community College Trustees (ACCT) Leadership Congress. Estimated cost: \$2,430.00. Funding source: General funds.
- 2) Ms. Mary Figueroa, Board Secretary, Board of Trustees, to travel to Atlanta, Georgia, October 5 through 9, 2018, to attend the Hispanic Association and Universities (HACU) 32nd Annual Conference. Estimated cost: \$2,875.39. Funding source: General funds.
- 3) Mr. Robert Gunzel, Chief, Safety and Police, to travel to New York City, New York, October 23 through 27, 2018, to attend the Association of Community College Trustees (ACCT) Leadership Congress. Estimated cost: \$3,214.10. Funding source: \$1,607.05 paid from General funds and \$1,607.05 paid from Parking funds.
- 4) Dr. Wolde-Ab Isaac, Chancellor, Chancellor's Office, to travel to New York City, New York, October 21 through 27, 2018, to attend the Association of Community College Trustees (ACCT) Leadership Congress. Estimated costs: \$4,763.40. Funding source: General funds.
- 5) Dr. Ward Schinke, Associate Professor, Political Science, Riverside City College, to travel to Florence, Italy, September 5 through November 30, 2018, to teach for the 2018 Fall Semester Study Abroad Program. Funding sources: All expenses and accommodations are paid by the Center for Academic Programs Abroad (CAPA).
- 6) Mr. Michael Simmons, Director, Risk Management, Safety and Police, to travel to New York City, New York, October 24 through 27, 2018, to attend the Association of Community College Trustees (ACCT) Leadership Congress. Estimated costs: \$2,353.60. Funding source: General funds.
- 7) Dr. Joanna Werner-Fraczek, Associate Professor, Science and Kinesiology, Moreno Valley College, to travel to Florence, Italy, September 5 through November 30, 2018, to teach and accompany twenty-three (23) students who will participate in the 2018 Fall Semester Study Abroad Program. Funding sources: All expenses and accommodations are paid by the Center for Academic Programs Abroad (CAPA). All student expenses are paid through financial aid, scholarships or personal funds.



Agenda Item (VI-B-8-a)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-8-a)

Subject Resolution Regarding Appropriations Subject to Proposition 4 - Gann Limitation - Resolution

No. 01-18/19

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees adopt Resolution No. 01-18/19 which establishes the 2018-2019 Gann Limit for the Riverside Community College District at

\$230,794,125.

Background Narrative:

In November 1979, the voters passed Proposition 4 which imposes an annual appropriations limit on the District. This is known as the Gann Limit. Pursuant to Article XIIIB of the California Constitution and Government Code Section 7910, the Board must approve the District's Gann Limit for the succeeding fiscal year.

The District has developed the documentation used to determine the 2018-2019 Gann Limit and it is available for public inspection at the office of the Vice Chancellor, Business and Financial Services, 3801 Market St. Riverside, California, between 7:30 a.m. and 4:00 p.m. A copy of the worksheet used to compute the Gann Limit is attached for the Board's review and information. A resolution required to establish the District's 2018-2019 Gann Limit is also attached.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Attachments:

08212018 Gann Limit Worksheet 2018-2019 and Resolution No. 01-18/19

CALIFORNIA COMMUNITY COLLEGES GANN LIMIT WORKSHEET Fiscal Year 2018-19

DISTR	ICT NAME: Riverside Community College Di	strict
DATE:	August 21, 2018	
l. 201 8	8-19 Appropriations Limit:	
A.	2017-18 Appropriations Limit	\$ 220,179,834
В.	2018-19 Price Factor = 1.0367	
C.	Population factor: 1. 2016-17 Second Period Actual FTES 2. 2017-18 Second Period Actual FTES 3. 2018-19 Population change factor (C.3 = C.2./C.1)	29,005 29,327 1.0111
D.	2017-18 Limit adjusted by inflation and pop (D = A x B x C.3)	ulation factors 230,794,125
E.	Adjustments to increase limit: 1. Transfers in of financial responsibility 2. Temporary voter approved increases 3. Total adjustments - increase	
	Adjustments to decrease limit: 1. Transfers out of financial responsibility 2. Temporary voter approved increases 3. Less: Total adjustments - decrease 2018-19 Appropriations Limit	
	8-19 Appropriations Subject to Limit: State Aid ¹	\$ 126,026,307
В.	State Subventions ²	459,901
C.	Local Property Taxes	44,279,277
D.	Estimated excess Debt Service taxes	
E.	Estimated Parcel taxes, Square Foot taxes	etc.
F.	Interest on proceeds of taxes	150,654
G.	Less: Costs for Unreimbursed Mandates ³	(
Н.	2018-19 Appropriations Subject to Limit	\$ 170,916,139

¹General Apportionment, Apprenticeship Allowance, Education Protection Account tax revenue

² Home Owners Property Tax Relief, Timber Yield Tax, etc...

³ Local Appropriations for Unreimbursed State, Court, and Federal Mandates

RIVERSIDE COMMUNITY COLLEGE DISTRICT APPROPRIATIONS SUBJECT TO PROPOSITION 4 GANN LIMITATION RESOLUTION No. 01-18/19

On the motion of Member	- 2
seconded by Member	, the
following resolution is adopted:	
WHEREAS, the voters in the State of California, in November of 1979, passed Proposition 4;	
NOW, THEREFORE, BE IT RESOLVED that pursuant to Article XIIIB of the California Constitution and Government Code Section 7910, the appropriation limit in 2 2019 for the Riverside Community College District shall be \$230,794,125.	2018-
PASSED AND ADOPTED THIS 21st day of August, 2018, by the Board of Tru the Riverside Community College District of Riverside County, California.	istees of
AYES:	
NOES:	
ABSENT:	
STATE OF CALIFORNIA)) ss COUNTY OF RIVERSIDE)	
I, Mary Figueroa, Secretary of the Board of Trustees of the Riverside Communic College District of Riverside County, California, do hereby certify that the foregoing is true and correct copy of a resolution duly adopted by said Board at a August 21, 2018 n held at its regular place of meeting and by the vote above stated, which resolution is on office of the Board.	a full, neeting
Secretary, Board of Trustees	



Agenda Item (VI-B-8-b)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-8-b)

Subject Signature Authorization

College/District District

Funding N/A

Recommended Action

It is recommended that the Board of Trustees authorize Dr. Susan R. Mills, Vice Chancellor, Educational Services & Strategic Planning, to sign vendor warrant orders, salary payment

orders, notices of employment, bank checks, investment and brokerage accounts, purchase

orders, change orders, and grant documents.

Background Narrative:

On May 15, 2018, the Board of Trustees approved the appointment of Dr. Susan R. MIlls, as the Vice Chancellor, Educational Services & Strategic Planning of Riverside Community College District, effective July 1, 2018. Therefore, it is necessary to update the District authorized signers and the Riverside County Office of Education Certification of Signatures form.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Attachments:

08212018_Signature Authorization

Backup



Division of Administration and Business Services District Fiscal Services

August 21, 2016
County Use Only:
Date Received:
Approved By:

Certification of Signatures

District: Riverside Community College District Date of Meeting: August 21, 2018						
Please Check: Newly Elected Governing Board Addition in Column(s) II & III Replacement in Column(s)						
Column I	Column II	Column III				
Signatures of Members of the Governing Board	Signatures of Personnel Authorized to Sign Warrant Orders and Orders for Salary Payments*	Signatures of Personnel Authorized to Sign Notices of Employment				
President of the Board	Susan R. Mills, Vice Chancellor Educational Services & Strategic Planning	Susan R. Mills, Vice Chancellor Educational Services & Strategic Planning				
Clerk or Vice President of the Board						
Member of the Board						
Member of the Board						
Member of the Board						
*If the board has given special instructions for signing Warra	ant Orders, Orders for Salary Payment, or Notices of Employm	ent, please attach a copy of the resolution to this form.				
Number of signatures district requires for: ⊠ C	Orders of Salary Payments :1	rant Orders:1				
I, Mary Figueroa , Clerk/Secretary of the Board of Trustees certify that the signatures shown below in Column I are the verified signatures of the members of the governing board; verified signatures of personnel authorized to sign orders drawn on the funds of the school district appear in Column II, and verified signatures of personnel authorized to sign Notices of Employment appear in Column III. No person other than an officer or employee of the district can be authorized to sign orders. These certifications are made in accordance with the provisions of Education Code Sections 42632, 42633, 44843, 85232, and 85233. If those authorized to sign orders as shown in Column II are unable to do so, the law requires the signatures of the majority of the governing board. Attached is the board agenda authorizing the following signatures.						
	C: maken					



Agenda Item (VI-B-8-c)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-8-c)

Subject Surplus Property

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find 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.

Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement.

Education Code section 81452 permits surplus property to be sold at private sale, without advertising, if the total value of the property does not exceed \$5,000. The District has determined that the property on the attached list does not exceed the total value of \$5,000. To help defray disposal costs and to generate a nominal amount of revenue, the staff proposes that we consign the surplus property identified in the attachment to The Liquidation Company for disposal.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services Melissa Elwood, Controller

Attachments:

08212018_Surplus Property List

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL#	ASSET TAG #
1	DELL	MONITOR, LCD	2000FP	TW-09E249-46635- 23K-10C9	019004
1	DELL	MONITOR, LCD	E2311HF	CN0KPY95728721312 C1L	044570
1	VIEWSONIC	MONITOR, LCD	VS11349	QD0064805464	065678
1	APPLE	COMPUTER, DESKTOP, AIO	A1312	D25HN18BDHJW	048325
1	APPLE	COMPUTER, TABLET, IPAD	A1403	DMPJ8026DVGF	NONE
1	APPLE	COMPUTER, TABLET, IPAD	A1567	DLXQF2VYG5YL	NONE
1	LENOVO	COMPUTER, LAPTOP	0569-2RU	LR5A446	044531
1	LENOVO	COMPUTER, LAPTOP	4242-W46	R9DHCNF	044580
1	LENOVO	COMPUTER, LAPTOP	4242-W46	R9DHCNH	044581
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG005DPNK	047089
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG03XDPNK	047084
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG03YDPNK	047081
1	APPLE	COMPUTER, DESKTOP, AIO	A1418	D25MN1R5F8J3	049362
1	DELL	COMPUTER, LAPTOP	LATITUDE D630	3NQ1BD1	036367
1	DELL	COMPUTER, LAPTOP	LATITUDE D630	2LN1BD1	036298
1	HP	PRINTER, LASER, MONO	N/A	NONE	A02076
1	HP	PRINTER, LASER, MONO	C4254A	USMC139141	042300
1	HP	PRINTER, INKJET, MFP, COLOR	C6737B	SGG15E2HQG	019471
1	EPSON	PRINTER, INKJET, COLOR	C413001	DKNY332846	NONE
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	J8XWVN1	042660
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	49XWVN1	042658
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	69XWVN1	042655
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	19XWVN1	042659
1	DELL	COMPUTER, DESKTOP	INSPIRON 537S	J0H3GK1	044606
1	DELL	MONITOR, LCD	P190S	CN04JNJ2641800670 F0S	042666
1	DELL	MONITOR, LCD	P190S	CN04JNJ2641800670 F4S	042665
1	DELL	MONITOR, LCD	P190S	CN04JNJ2641800670 MNS	042668
1	DELL	MONITOR, LCD	P190S	CN09TVYF72872186H FTI	A02622
1	DELL	MONITOR, LCD	P190S	CN09TVYF72872186H FYI	A02614
1	LENOVO	COMPUTER, DESKTOP	7484WX3	MJDBPT9	042637
1	LENOVO	COMPUTER, DESKTOP	7484WX3	MJDBPT8	042643
1	LENOVO	COMPUTER, DESKTOP	7484WX3	MJDBPT7	042639
1	LENOVO	COMPUTER, DESKTOP	7484WX3	MJDBPV1	042640
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VY8	060815
1	LENOVO	COMPUTER, DESKTOP	7484WX3	MJDBPT2	042644
1	LENOVO	COMPUTER, DESKTOP	7484CTO	L3A1933	038956
1	LENOVO	COMPUTER, DESKTOP	7484WX3	MJDBPT3	042642
1	LENOVO	COMPUTER, DESKTOP	7484CTO	L3A0308	038075
1	LENOVO	MONITOR, LCD	2448HB6	V6V9824	042652
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN217621	051917
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN217870	48915
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN217866	48888
1	BROTHER	FAX, LASER	FAX 4100E	U61639J536421	032767
1	HP	PRINTER, LASER, COLOR	CB495A	CNBSC06796	038311
1	HP	PRINTER, LASER, MONO	C4121A	USQA044139	013888
1	HP	PRINTER, LASER, MONO	Q1320A	CNBRC04144	024510
1	DELL	COMPUTER, LAPTOP	LATITUDE D630	2LN1BD1	036298

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	DELL	COMPUTER, LAPTOP	LATITUDE D630	3NQ1BD1	036367
1	GATEWAY	COMPUTER, LAPTOP	450SXY	0026989657	019043
1	GATEWAY	COMPUTER, LAPTOP	M465E	0038971905	033953
1	DELL	MONITOR, LCD	P190S	CN-0C730C-71623- 9AB-0873	042662
1	DELL	MONITOR, LCD	P190S	CN-0C730C-71623- 077-2542	042664
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG05HDPNK	047082
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG0B5DPNK	047090
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG07FDPNK	047098
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG07MDPNK	047028
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	QP1070A7DNM	043077
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG05NDPNK	047103
1	HP	MONITOR, LCD	N/A	6CM3320TYQ	48597
1	GATEWAY	MONITOR, LCD	TFT1980PS	MWE84V0N00463	037714
1	OPTIQUEST	MONITOR, LCD	V511201	Q5W061701389	032626
1	DELL	MONITOR, LCD	E173PF	CN-0D5428-72872- 544-8KVS	031012
1	DELL	MONITOR, LCD	P190S	CN-0M39MD-74445- 259-AG7U	050041
1	DELL	MONITOR, LCD	P190S	CN-0PN59G-74261- 1BN-3KTU	047427
1	DELL	MONITOR, LCD	P190S	CN-09TVYF-72872- 186-J701	047275
1	VIEWSONIC	MONITOR, LCD	VS11349	QD0064805499	033736
1	GATEWAY	MONITOR, LCD	FDP1570	KUL5033D00724	016861
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 990	JV3LGQ1	044664
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	GGHR7V1	050048
1	DELL	COMPUTER, DESKTOP	PRECISION T1600	5244HQ1	043892
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	HM1F5P1	042853
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5GYTR1	047190
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5JSTR1	047209
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5QYTR1	047156
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	DJFLGQ1	044670
1	APPLE	COMPUTER, DESKTOP, AIO	A1188	G8710808UPZ	033725
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VUT	48864
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VX3	NONE
1	HP	COMPUTER, DESKTOP, SFF	DC5700	MXM70701C2	039398
1	LENOVO	COMPUTER, DESKTOP	10AHS07L00	MJ0038NL	065040
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RG5VR1	047388
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RD5VR1	047312
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	C0CJMS1	48155
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RR3VR1	047385
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	C0DJMS1	48185
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RG0VR1	047377
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RJ5VRV1	047302
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RJ1VR1	047304
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RG1VR1	047384
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RF0VR1	047379
1	DELL	COMPUTER, DESKTOP, SFF	OPTIPLEX 7010	5R54XX1	057189
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BNK	064607

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	DELL	MONITOR LCD	P190SF	CN09TVYF72872186H	A02657
·	DELL	MONITOR, LCD	P1905F	FWI	A02657
1	DELL	MONITOR, LCD	P190SF	CN09TVYF72872186H FL1	A02625
1	DELL	MONITOR, LCD	P190SF	CN09TVYF72872186H G6I	A02624
1	DELL	MONITOR, LCD	P190SF	CN09TVYF7287218DL 3HI	A02639
1	DELL	MONITOR, LCD	P190SF	CN09TVYF7287218DL 45I	A02634
1	DELL	MONITOR, LCD	P190SF	CN09TVYF7287218DL 3DI	A02640
1	DELL	MONITOR, LCD	P190SF	CN09TVYF72872186H G91	A02633
1	DELL	MONITOR, LCD	P190SF	CN0PN59G7426118N 40LU	047423
1	DELL	MONITOR, LCD	P190SF	CN09TVYF7287218D K8WI	A02641
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RB2VR1	047365
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RH3VR1	047307
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RM3VR1	047319
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RD1VR1	047318
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	3RJ3VR1	047383
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RF5VR1	047382
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5HXTR1	047138
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RK5VR1	047386
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5PYTR1	044796
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5HWTR1	044798
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5QXTR1	044795
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5QVTR1	047221
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	C0CKMS1	48153
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RJ2VR1	047367
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RD3VR1	047315
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RH5VR1	047314
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RC4VR1	047324
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5FXTR1	047211
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	C0CHMS1	48154
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5SWTR1	047219
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	9RC3VR1	047323
1	DELL	MONITOR, LCD	P190SB	CN0PN59G7426118N 40EU	047421
1	DELL	MONITOR, LCD	P190SB	CN0PN59G7426118M 4P4U	047430
1	DELL	MONITOR, LCD	P190SB	CN09TVYF72872186H FPI	A02630
1	DELL	MONITOR, LCD	P190SB	CN0PN59G7426118N 40AU	047424
1	DELL	MONITOR, LCD	P190SB	CN09TVYF72872186H FMI	A02646
1	DELL	MONITOR, LCD	P190SB	CN0PN59G7426118N 4600	047443
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224624	061083
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224632	061085
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224626	061096
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224550	061082

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224546	061089
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224548	061080
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224721	064857
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224756	064856
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224697	064854
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224618	061087
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224628	061092
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224555	061091
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224571	061081
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224758	064855
1	LENOVO	MONITOR, LCD	60A1MAR2US	VN224620	061088
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BN0	064842
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KW5	064863 & 49137
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VYM	064865
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BQH	061064
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VV4	064860
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VY2	064861
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VY0	064859
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BQ2	061074
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BQ4	061073
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BQ1	061071
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KVQ	064234
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BMB	061075
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BM7	061077
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KV2	064012
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KVF	064022
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BPA	064844
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KVR	064014
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KVM	064869
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KVL	064010
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KVH	064020
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BN2	064239
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BNP	064326
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KW1	064242
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BP9	035936
1	LENOVO	COMPUTER, DESKTOP		MJ004KVU	064016 064001
	LENOVO LENOVO	COMPUTER, DESKTOP COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ004KVX MJ004KX3	064001
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ002VUN	064867
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ004KWB	064866
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BQK	061066
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BQK MJ003BPY	061000
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BQ7	061070
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BQ7	064862
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ002VYK	064864
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BQ6	061079
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00 30A0S0CT00	MJ003BQ0	061079
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BQD	061072
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ003BQB MJ004KV5	064018
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KUW	064024
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KUJ	49139
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VUX	48879
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ004KUT	49133
1	LENOVO	COMPUTER, DESKTOP	30A0S0CT00	MJ002VYL	48868

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL#	ASSET TAG #
1	LENOVO	COMPUTER, LAPTOP	4242-W46	R9DHCNG	044576
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	8N15VR1	047320
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5WSTR1	047188
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 780	39XWVN1	042661
1	DELL	MONITOR, LCD	P190S	CN0M39MD7444521B 899L	047985
1	DELL	MONITOR, LCD	P190S	CN09TVYF7287218D K8TI	A02643
1	DELL	MONITOR, LCD	E1909WC	CN0R034G64180092 R48QM	040092
1	DELL	MONITOR, LCD	1707FPC	CN0CC3526418062H9 KJL	030965
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG03YDPNK	047081
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG005DPNK	047089
1	APPLE	COMPUTER, DESKTOP, AIO	A1311	D25GG03XDPNK	047084
1	APPLE	COMPUTER, DESKTOP, AIO	A1418	D25MN1RBF8J3	49361
1	HP	PRINTER, LASER, MONO	C3980A	USBD061494	011679
1	APPLE	STORAGE ARRAY	N/A	3QP2VBXQ	NONE
1	LINCOLN ELECTRIC	WELDER, AC/DC, STICK	IDEALARC 250	C1020300520	020562
1	LINCOLN ELECTRIC	WELDER, AC/DC, STICK	IDEALARC 250	C1030200422	NONE
1	LINCOLN ELECTRIC	WELDER, AC/DC, STICK	IDEALARC 250	C1020800139	020569
1	LINCOLN ELECTRIC	WELDER, AC/DC, STICK	IDEALARC 250	C1030200417	NONE
1	LINCOLN ELECTRIC	WELDER, AC/DC, STICK	IDEALARC 250	C1020300521	020566
1	LINCOLN ELECTRIC	WELDER, AC/DC, STICK	IDEALARC 250	C1080800417	NONE
1	MILLER	WELDER, AC/DC, STICK	SHOPMASTER 250	LG020257C	NONE
1	MILLER	WELDER, AC/DC, STICK	SHOPMASTER 250	LA071012	020990
1	MILLER	WELDER, AC/DC, STICK	SHOPMASTER 250	KK187727	015644
1	MILLER	WELDER, AC/DC, STICK	SHOPMASTER 250	KK224197	015646
1	MILLER	WELDER, AC/DC, STICK	SHOPMASTER 250	KK187728	015645
1	EPSON	PRINTER, INKJET, COLOR	C11C617121	JKDY124817	032751
1	BUHL	PROJECTOR, OVERHEAD	90	C52806	007930
9	VARIOUS	CHAIR, ROLLING	N/A	NONE	NONE
1	HP	PRINTER, INKJET, MFP, COLOR	C6737B	SGG15E2HQG	19471
1	EPSON	PRINTER, INKJET, COLOR	P310C	DKNY332846	NONE
1	EPSON	PRINTER, INKJET, COLOR	C11C573071	JKDY124817	032751
1	ESP	EMISSIONS ANALYZER	ESP-10400-30	4032972221	020527
1	ROBINAIR	A/C RECOVERY STATION	347002K	015986	22998
1	ROBINAIR	A/C RECOVERY STATION	N/A	NONE	3487
1	UNKNOWN	DESK, STUDENT, STEEL/PLASTIC	N/A	NONE	NONE
1	WELCH ALLYN	VITAL SIGNS MONITOR	42NTB	200805285	NONE
1	WELCH ALLYN	VITAL SIGNS MONITOR	420	200607588	NONE
1	UNKNOWN	REFRIGERATOR	N/A	NONE	NONE
	J 10 1111				

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
2	VARIOUS	FILECABINET, STEEL, 4- DRAWER, VERTICAL	N/A	NONE	NONE
1	PITCO	FRYER, FLOOR, GAS	2SG14	D044306	031575
1	PITCO	FRYER, FLOOR, GAS	2SG14	NONE	A02053
1	UNKNOWN	STAGE, PORTABLE, ALUMINUM	N/A	NONE	NONE
1	LANIER	PRINTER, LASER, MFP, COLOR	LD425C	L3685100387	043461
1	HP	PRINTER, LASER, MONO	Q5400A	CNGXB21888	031829
1	GESTETNER	PRINTER, LASER, MFP, COLOR	DSM620	K8266940419	NONE
1	HP	PRINTER, LASER, MONO	Q5928A	CNHC5CH3B1	031704
1	HP	PRINTER, LASER, MONO	CE461A	VNB3G25077	043357
1	SAVIN	PRINTER, LASER, MFP, MONO	9021D	L7006340019	NONE
1	HITACHI	PROJECTOR, DLP	CP-WV8440GF	F2D000239	48453
1	MITSUBISHI	PROJECTOR, DLP	XD600U	4014212	48093
1	GATEWAY	MONITOR, LCD	FPD1730	QS7330401588	022241
1	HITACHI	PROJECTOR, DLP	CP-S225	RT3C007142	021737
1	PANASONIC	MINI DV VCR	AG-DV2000	L0HT00230	016940
1	PANASONIC	DVD/VCR COMBO	AG-VP320	L0HT00230	NONE
1	HP	PRINTER, INKJET, COLOR	C6429B	MY023180BR	015894
1	PANASONIC	TV/VCR COMBO	PV-DM2039	E3IA75309	022144
1	BROTHER	FAX, LASER	INTELLIFAX 1360		039594
1	HP	PRINTER, LASER, MFP, MONO	CB536A	CNEZ879006	038920
1	DELL	MONITOR, LCD	P190SC	CN-04JNJ2-64180- 067-OALS	042667
1	DELL	MONITOR, LCD	P19135B	CN-0RVC21-74261- 25B-OL1M	049980
1	LENOVO	MONITOR, LCD	2448HB6	V6-M5772	NONE
1	ACER	MONITOR, LCD	AL1716F	ETL510857872504203 422C	
1	GATEWAY	MONITOR, LCD	TFT1980PS	MWE69 BON 02406	033987
1	PANASONIC	MONITOR, CRT	CT-1030M	KD9540168	004626
1	PANASONIC	MONITOR, CRT	CT-1030M	KA7420921	004623
1	SHARP	VHS PLAYER/ RECORDER	XA-405	212718005	007952
1	SHARP	VHS PLAYER/ RECORDER	XA-705	908719894	014181
1	SHARP	VHS PLAYER/ RECORDER	XA-705	908720614	014170
1	SHARP	VHS PLAYER/ RECORDER	XA-405	310723088	NONE
1	PANASONIC	VHS PLAYER/ RECORDER	AG-2560P	D1KN01452	018160
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 790	G5QZTR1	047009
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 760	6V8MTJ1	040193
1	DELL	COMPUTER, DESKTOP	OPTIPLEX GX520	CV7DZ91	034503
1	GATEWAY	COMPUTER, LAPTOP	E-100M-3402694	37262746	032794
1	DELL	MONITOR, LCD	P1913SF	CN-ONWXT6-72872- 281-AJDM	050209
1	DELL	COMPUTER, DESKTOP	OPTIPLEX 760	4BKGTJ1	040095
1	HP	COMPUTER, DESKTOP	PAVILION 500- 246	MXX41404JN	None
1	GATEWAY	COMPUTER, DESKTOP	KAD-K7-700	17798183	015028
1	GATEWAY	COMPUTER, DESKTOP	E4100	0005512285	008921
1	GATEWAY	MONITOR, CRT	CPD-15F23	MON015006ACWN	009198
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0341ZQ0	NONE
	1.11	33 3.2.1, 2 131	·	5.1.5511200	

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0349CG9	NONE
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0321XPH	43509
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0321XXB	43523
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0341ZPW	43089
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CV1D	43565
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CV1G	43547
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CTX4	NONE
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0321XNR	43503
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CSGZ	42887
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CTRD	43094
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CV0R	42906
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CV1N	42898
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0321XJP	43604
1	HP	COMPUTER, LAPTOP	VM262UA	CNF033CV3C	43522
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0321XPM	43572
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0321XMT	43582
1	HP	COMPUTER, LAPTOP	VM262UA	CNF0349CG6	43531
1	LENOVO	COMPUTER, DESKTOP	0266-WD3	MJCEAYN	044141
1	DELL	COMPUTER, DESKTOP	DIMENSION XPS 8700	NONE	051952
1	DELL	MONITOR, LCD	P190ST	CN0RNMH6744450BB DCFL	043037
1	DELL	MONITOR, LCD	U2312HMT	CN026FKN7444531LC K6L	052411
1	LENOVO	MONITOR, LCD	2572-HB6	V8A7149	050250
1	LENOVO	MONITOR, LCD	2572-HB6	V8A7138	050248
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYM	049528
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZK	049530
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYK	049510
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZF	049505
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXW	049542
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXR	049551
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZD	049518
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYX	049504
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZG	041515
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZV	049522
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYR	049539
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXY	049531
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZW	049545
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYA	049526
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZM	049534
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZR	049523
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYZ	049538
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZZ	049514
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZN	049535
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXP	049519
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZL	049507
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNGAA	049525
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYC	049536
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXT	049552
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYG	049517
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXV	049553
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZY	049506
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYB	049533
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXN	049544

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYW	049505
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZA	049548
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXZ	049520
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYV	049547
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZB	049541
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZP	049529
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZX	049521
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYF	049527
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFTN	049546
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYT	049537
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZT	049513
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFXX	049509
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYY	049540
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZC	049524
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZH	049512
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYL	049516
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYH	049511
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFZE	049550
1	LENOVO	COMPUTER, DESKTOP	4518-D15	MJMNFYE	049543
1	LENOVO	COMPUTER, DESKTOP	7072-CTO	MJFWWML	A02800
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA269	049563
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA281	049562
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA292	049600
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA254	
		· ·			049573
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA261	049577
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA262	049558
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA272	049571
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA278	049602
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA258	048574
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA277	049559
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA259	049572
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA304	049591
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA238	049554
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA257	049569
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA255	049582
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA270	049567
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA144	049596
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA271	049560
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA204	049565
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA274	049561
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA268	049584
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA247	049575
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA265	049556
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA249	049576
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA297	049586
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA252	049585
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA263	049570
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA266	049557
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA260	049555
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA276	049579
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA284	049598
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA264	049603
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA134	049597
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA302	049599
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA285	049595

QTY.	BRAND	DESCRIPTION	MODEL #	SERIAL#	ASSET TAG #
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA267	049581
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA283	049601
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA296	049592
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA253	049564
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA142	049594
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA275	049580
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA280	049578
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA209	049593
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA282	049583
1	LENOVO	MONITOR, LCD	2448-MB6	V8KA117	049589
1	DELL	MONITOR, LCD	P190S	CN0RNMH6744450BB C0AL	043044
1	HP	PRINTER, LASER, MONO	C4121A	NONE	010848
1	HP	PRINTER, LASER, COLOR	CC469A	CNCCB5F0M5	042607
1	HP	PRINTER, LASER, MFP, COLOR	CF082A	CNCCF4C05R	051152
1	HP	PRINTER, LASER, MONO	CE658A	VND3Q04281	NONE
1	HP	PRINTER, LASER, MONO	CE459A	JPBF921179	041304
1	HP	PRINTER, LASER, MONO	CE462A	CNB9X52483	041769
1	HP	PRINTER, LASER, MONO	CE462A	CNB9508483	041724
1	HP	PRINTER, LASER, MONO	Q5401A	CNBXC31876	024704
1	HP	PRINTER, LASER, MONO	Q5401A	CNBXC31893	024703
1	SHARP	COPIER/PRINTER, LASER, MFP, MONO	MX-31000N	05012156	042521



Agenda Item (VI-B-8-d)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-8-d)

Subject Surplus Property-Donation

College/District District

Funding N/A

Recommended Action

It is recommended that the Board of Trustees by unanimous vote: (1) declare the property on the attached list to be surplus; (2) find the property does not exceed the total value of

\$5,000; and (3) authorize the property to be donated to the March Field Air Museum.

Background Narrative:

Education Code Section 81450 permits the Board of Trustees to declare District property as surplus if the property is not required for school purposes; is deemed to be unsatisfactory or not suitable for school use; or if it is being disposed of for the purposes of replacement.

Education Code Section 81452 permits the Board of Trustees to donate the property to a charitable organization if the property is of insufficient value to defray the costs of arranging a sale. The District has determined that the property on the attached list does not exceed the total value of \$5,000 and is requesting the property to be donated to the non-profit organization, March Field Air Museum.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services Melissa Elwood, Controller

Attachments:

08212018 Surplus Property List Donations

QTY.	BRAND	DESCRIPTION	MODEL#	SERIAL#	ASSET TAG #
1	AZTEC	INTERMODAL CONTAINER, STEEL	40' X 8'	4510	NONE
+					
‡					
+					
+					+



Agenda Item (VI-B-8-e)

Meeting 8/21/2018 - Regular

Agenda Item Consent Agenda Action (VI-B-8-e)

Subject Notices of Completion

College/District District

Funding N/A

Recommended Action

It is recommended that the Board of Trustees 1) accept the projects listed on the attachment as complete, and 2) approve the execution of the Notices of Completion (under Civil Code

Section 3093 - Public Works).

Background Narrative:

Facilities Planning & Development staff reports that the projects listed on the attachment are now complete.

Prepared By: Aaron Brown, Vice Chancellor, Business and Financial Services

Majd Askar, Director of Business Services Robert Beebe, Director, Facilities (MVC) Mehran Mohtasham, Director, Facilities (RCC)

Attachments:

08212018_Notices of Completion

COMPLETED PROJECTS

August 21, 2018

Project

Braille Signage Replacement at Moreno Valley College Parking Structure LED Lighting Installation at Riverside City College Campus-Wide Accessibility Improvements at Riverside City College Huntley Dance Hall HVAC at Riverside City College Auto Tech Drywall Restoration and Paint at Riverside City College

Contractor

Sign Specialists Corporation Champion Electric Inc. Cinbad Industry, Inc. CCS Contractors, Inc. Snyder & Snyder Construction, Inc.

Name Aaron S. Brown

Business and Financial Services

Street

Address

3801 Market Street

City & State

Riverside, CA 92501

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Т:							CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Voti	ce is hereby given that:
1.	The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2.	The full name of the owner is Riverside Community College District
3.	The full address of the owner is 3801 Market Street, Riverside, CA 92501
4.	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")
5.	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
	None Addresses
ŝ.	A work of improvement on the property hereinafter described was completed on <u>08/21/2018</u> . The work done was: Braille Signage Replacement
7.	The name of the contractor, if any, for such work of improvement was Sign Specialists Corporation (If no contractor for work of improvement as a whole, insert "none")
8.	(If no contractor for work of improvement as a whole, insert 'none') The property on which said work of improvement was completed is in the city of Moreno Valley,
	inty of <u>Riverside</u> , State of California, and is described as follows: <u>Community College</u>
-	
a .	The street address of said property is 16130 Lasselle Street, Moreno Valley, CA 92551
	(If no street address has been officially assigned, insert "none")
Dat	ed: <u>08/21/2018</u> Riverside Community College District President, Board of Trustees
	Fresident, Board of Trustees
	Signature of owner of corporate officer of owner named in paragraph 2 or his agent
	VERIFICATION
l, th	e undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing ("President of," "Manager of," "A partner of," "Owner of," "Ow
noti	ce of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
l de	clare under penalty of perjury that the foregoing is true and correct.
Exe	ecuted on August 22 , 20 18 , at Riverside , California.

Name Aaron S. Brown

Business and Financial Services

Street

Address

3801 Market Street

City & State

Riverside, CA 92501

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Т:						CTY	UNI		

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

	NOTICE OF COMMITTEE FOR							
Noti	ice is hereby given that:							
1.	The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:							
2.	The full name of the owner is Riverside Community College District							
3.	The full address of the owner is 3801 Market Street. Riverside. CA 92501							
4.	The nature of the interest or estate of the owner is in fee. Fee Simple							
5.	(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							
	Names Addresses None							
6.	A work of improvement on the property hereinafter described was completed on <u>08/21/2018</u> . The work done was: <u>Parking Structure LED Lighting Installation</u>							
7.	The name of the contractor, if any, for such work of improvement was Champion Electric Inc. (If no contractor for work of improvement as a whole, insert "none")							
8.	The property on which said work of improvement was completed is in the city of Riverside ,							
Соц	unty of Riverside , State of California, and is described as follows: Community College							
9.	The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506							
	(If no street address has been officially assigned, insert "none"). Riverside Community College District							
Dat	ed: 08/21/2018 President, Board of Trustees							
	Signature of owner of corporate officer of owner named in paragraph 2 or his agent							
	VERIFICATION							
	ne undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing ("President of," "Manager of," "Owner							
not	ice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.							
l de	eclare under penalty of perjury that the foregoing is true and correct.							
Exe	ecuted on August 22 , 20 18 , at Riverside , California.							

Name Aaron S. Brown

Business and Financial Services

Street Address 3801 Market Street

City & State

Riverside, CA 92501

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

	NOTICE OF COMPLETION
Noti	ice is hereby given that:
1.	The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2.	The full name of the owner is Riverside Community College District
3.	The full address of the owner is 3801 Market Street, Riverside, CA 92501
4.	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")
5.	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 None
6.	A work of improvement on the property hereinafter described was completed on
7.	The name of the contractor, if any, for such work of improvement was Cinbad Industry, Inc. (If no contractor for work of improvement as a whole, insert *none*)
8.	The property on which said work of improvement was completed is in the city of Riverside,
	unty of Riverside , State of California, and is described as follows: Community College
^	The deviated of the Avenue Avenue Piverside CA 02506
9.	The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506 (If no street address has been officially assigned, insert "none")
Dat	ed: 08/21/2018 Riverside Community College District
Dai	President, Board of Trustees
	Signature of owner of corporate officer of owner - named in paragraph 2 or his agent
***********	VERIFICATION
l, th	the undersigned, say: I am the <u>Vice Chancellor, Business & Financial Services, Aaron S. Brown</u> the declarant of the foregoing ("President of," "Manager of," "A partner of," "Owner of,"
noti	ice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
l de	eclare under penalty of perjury that the foregoing is true and correct.
Exe	ecuted on August 22 , 20 18 , at Riverside , California.

Name Aaron S. Brown

Business and Financial Services

Street

Street Address 3801 Market Street

City & State

Riverside, CA 92501

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

	NOTICE OF CONFEETION
Not	ice is hereby given that:
1.	The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2.	The full name of the owner is Riverside Community College District
3.	The full address of the owner is 3801 Market Street, Riverside, CA 92501
4.	The nature of the interest or estate of the owner is in fee. Fee Simple
5.	(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
٥.	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 None
ŝ.	A work of improvement on the property hereinafter described was completed on <u>08/21/2018</u> . The work done was: <u>Huntley Dance Hall HVAC</u>
7.	The name of the contractor, if any, for such work of improvement was
8.	(If no contractor for work of improvement as a whole, insert "none") The property on which said work of improvement was completed is in the city of Riverside ,
	unty of Riverside , State of California, and is described as follows: Community College
9.	The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506
	(If no street address has been officially assigned, insert "none")
Dat	red: <u>08/21/2018</u> Riverside Community College District President, Board of Trustees
	President, Board of Trustees
	Signature of owner of corporate officer of owner named in paragraph 2 or his agent
Desposate	VERIFICATION
ı, tr	ne undersigned, say: I am the <u>Vice Chancellor, Business & Financial Services, Aaron S. Brown</u> the declarant of the foregoing ("President of," "Manager of," "A partner of," "Owner of," etc.)
not	ice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.
l de	eclare under penalty of perjury that the foregoing is true and correct.
Exe	ecuted on August 22 , 20 18 , at Riverside , California.

Name Aaron S. Brown

Business and Financial Services

Street Address 3801 Market Street

City & State

Riverside, CA 92501

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Not	ice is hereby given that:							
1.	The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:							
2.	The full name of the owner is Riverside Community College District							
3.	The full address of the owner is 3801 Market Street, Riverside, CA 92501							
4.	The nature of the interest or estate of the owner is in fee. Fee Simple							
5.	(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")							
Э.	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							
	None							
	00/04/0040							
ô.	A work of improvement on the property hereinafter described was completed on <u>08/21/2018</u> . The work done was: <u>Auto Tech Drywall Restoration and Paint</u>							
7.	The name of the contractor, if any, for such work of improvement was							
8.	(If no contractor for work of improvement as a whole, insert 'none') The property on which said work of improvement was completed is in the city of Riverside,							
	unty of Riverside , State of California, and is described as follows: Community College							
9.	The street address of said property is 4800 Magnolia Avenue, Riverside, CA 92506							
	(If no street address has been officially assigned, insert "none")							
Dat	ed: 08/21/2018 Riverside Community College District							
	President, Board of Trustees							
	Signature of owner of corporate officer of owner named in paragraph 2 or his agent							
olisiasus to	indice in particular to again.							
	VERIFICATION							
i, th	ne undersigned, say: I am the Vice Chancellor, Business & Financial Services, Aaron S. Brown the declarant of the foregoing ("President of," "Manager of," "A partner of," "Owner of," "O							
not	ice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.							
l de	eclare under penalty of perjury that the foregoing is true and correct.							
Exe	ecuted on <u>August 22</u> , 20 <u>18</u> , at <u>Riverside</u> , California.							
	(City where signed)							



Agenda Item (VIII-B-1)

Meeting 8/21/2018 - Regular

Agenda Item Committee - Teaching and Learning (VIII-B-1)

Proposed Curricular Changes Subject

College/District District

Funding

Recommended It is recommended that the Board of Trustees approve the proposed curricular changes for Action

inclusion in the college catalogs and in the schedule of class offerings.

Background Narrative:

Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

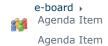
Proposed Curricular Changes

1. Course Inclusions

Course	Title	College
KIN-V71	Women's Sand Volleyball	N
KIN-A71	Sand Volleyball: Intermediate/Advanced	N
KIN-V12	Cross Country, Varsity, Women	N
KIN-V01	Cross Country, Varsity, Men	N
KIN-V78	Long Distance Running	N
KIN-V94	In-Season Sport Conditioning	N
ILA-3	Student Resiliency	N
ILA-800	Supervised Tutoring	N

2. Major Course Modifications

Course	Title	College
CAT-30	Business English	MR
CAT-30A	Business English 30A	R
CAT-90	Microsoft Outlook	MNR
CAT-91	Microsoft Project	R
CAT-51	Intermediate Keyboarding/Document Formatting	MNR



Agenda Item (VIII-C-1)

Meeting 8/21/2018 - Regular

Agenda Item Committee - Planning and Operations (VIII-C-1)

Subject Student Services Welcome Center Project

College/District Moreno Valley

Funding College Allocated Measure C Funds

Recommended

It is recommended that the Board of Trustees: 1) amend the Moreno Valley College Student Action Services Project and approve development of the Moreno Valley College Student Services

Welcome Center Project; and 2) approve a total project budget of \$14 million, including the

reallocation of \$11 million from the Student Services Project.

Background Narrative:

On December 12, 2017, the Board of Trustees approved the Moreno Valley College (MVC) Student Services Project and a project budget of \$11 million. The Student Services Project sought to provide more efficient and adequate space to better meet the needs of MVC's growing student population in alignment with the 2015 Comprehensive Master Plan. The project's scope was to construct a new, single story building across the welcome plaza to house first contact experiences and to undertake a minor remodel of specific areas of the existing building.

Subsequent to that approval, college staff, District staff and HPI Architecture (HPI), conducted a comprehensive review of the feasibility study HPI prepared for the Student Services Project. The feasibility study resulted in a detailed program and conceptual design defining the scope of improvements, and a rough order of magnitude of the construction cost budget. It was intended to support the college's administrative team in determining a recommended scope for further development. The study recommended the following costs including construction, FF&E, soft costs such as architects, engineers, and construction management, and cost escalation since December 2017:

- Development of a new Student Services Welcome Center and related site improvements, approximately \$13.31 million (estimated Total Project Budget);
- Site Utility Improvements including extension of central plant infrastructure to the proposed building. approximately \$1.15 million (estimated construction cost); and
- Renovation of portions of the existing Student Services building and Library, approximately \$3.08 million (estimated Total Project Budget).

When assessed holistically, the project budget recommended in the feasibility study was approximately \$20

Hence, the college is recommending the Board of Trustees amend the previously approved Student Services Project and approve a new Student Services Welcome Center Project and the related site improvements, including extension of, and connection to, the existing central plant infrastructure. In addition, the college is recommending a total project budget, inclusive of building construction, site / infrastructure improvements, furnishings and soft costs, of \$14 million, of which \$11 million would be reallocated from the Student Services Project. This project would allow the college to more efficiently and effectively meet priority student success and support services needs of our students.

The project would not include any renovations to the existing Student Services building. Future renovation to this

building will be determined as part of the college's update to its comprehensive master plan slated to commence Fall 2018.

Prepared By: Robin Steinback, President, Moreno Valley College

Nathaniel Jones, Vice President, Business Services (MVC) Aaron Brown, Vice Chancellor, Business and Financial Services

Bart Doering, Facilities Development Director

Attachments:

None.



Agenda Item (VIII-C-2)

Meeting 8/21/2018 - Regular

Agenda Item Committee - Planning and Operations (VIII-C-2)

Architectural Services for the Student Services Welcome Center Project Subject

College/District Moreno Valley

Funding College Allocated Measure C Funds

Recommended Action

It is recommended that the Board of Trustees approve the selection of HPI Architecture for architectural services for the Moreno Valley College Student Services Welcome Center Project

and approve the agreement in the amount of \$1,089,050, including reimbursable expenses.

Background Narrative:

On January 25, 2016, the District issued a request for Proposals (RFP) for Architectural Design Services to explore the feasibility of remodeling and modernizing of the existing Moreno Valley College (MVC) Student Services building and/or new Welcome Center projects. Fourteen (14) responses were received from various companies. On May 5 and 6, 2016, all proposals were screened by the District/MVC screening committee and eight (8) firms were selected for interview. After presentations and discussion, the screening committee selected three (3) firms for final presentations. The (3) presentations took place on June 28, 2016 and HPI Architecture (HPI) was selected. On December 13, 2016, the Board of Trustees approved an agreement with HPI in the amount not to exceed \$57,950 to perform the Student Services project feasibility study.

At this time, it is requested that the Board of Trustees approve the selection of HPI Architecture for architectural services for the Moreno Valley College Student Services Welcome Center Project. It is also requested that the Board of Trustees approve the agreement with HPI Architecture in the amount of \$1,089,050, including reimbursable expenses, which is within the approved project budget. Detailed costs are outlined in Exhibit I of the attached agreement.

Prepared By: Robin Steinback, President, Moreno Valley College

Nathaniel Jones, Vice President, Business Services (MVC) Aaron Brown, Vice Chancellor, Business and Financial Services

Bart Doering, Facilities Development Director

Attachments:

08212018_HPI Architectural Services Agreement

ARCHITECTURAL SERVICES AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND "HPI ARCHITECTURE"

This AGREEMENT is made and entered into on August 22, 2018, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and HPI ARCHITECTURE, hereinafter referred to as "ARCHITECT". This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for MVC Student Services Welcome Center, hereinafter referred to as "PROJECT", located at Moreno Valley College, 16130 Lasselle Street, Moreno Valley, California in the DISTRICT; and

WHEREAS, ARCHITECT understands that \$14,000,000.00 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, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

<u>ARTICLE I – ARCHITECT'S SERVICES AND RESPONSIB</u>ILITIES

- 1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT and ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT, and ARCHITECT's proposal for architectural services attached hereto as Exhibit 1 and incorporated herein by their reference.
- 2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. Upon request of the DISTRICT, the ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
- 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 Architect (DSA) for review and approval on or before June 2019.

<u>ARTICLE II – SCOPE OF ARCHITECT'S SERVICES</u>

- 1. The ARCHITECT's services include those described in this Article and include structural, civil, mechanical and electrical engineering and landscape architecture and include those consultants identified in Exhibit 1 in order to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT ("Contractor"), general and supplementary conditions of the contract between DISTRICT and contractor, drawings, specifications, addenda and other documents listed in the agreement, and modifications issued after execution of the DISTRICT and Contractor Contract.
- 2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, public utilities, as well as the Division of the State Architect (DSA).
- 3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.
- 4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.
- 5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5, California Code of Regulations Section 14000 et seq.
 - 6. [Intentionally left blank]
- 7. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.
- 8. The ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget, at no additional cost to the DISTRICT.
- 9. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction.

- 10. The ARCHITECT shall provide services in connection with the work of a construction manager or separate consultants retained by DISTRICT.
- 11. The ARCHITECT shall provide detailed estimates of construction costs at no additional cost to DISTRICT as further described in Articles V and VI.
 - 12. [Intentionally left blank]
- 13. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
- 14. The ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage. All other interior design services are addressed under Article III as an additional service.
 - 15. [Intentionally left blank]
- 16. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, floor coverings and fire protection. 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 ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.
- 18. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources including Southern California Saving by Design Program.
- 19. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT, at no additional cost to the DISTRICT.
- 20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

- 21. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances are applicable to the PROJECT.
 - 22. The ARCHITECT shall have access to the work at all times.
 - 23. Schematic Design Phase
- a. The ARCHITECT shall review the program furnished by the DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.
- b. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components, codes, rules and regulations which are applicable to these documents. The ARCHITECT shall prepare the Schematic Design Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the Division of State Architect (DSA) and the local Fire Department.
- c. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.
- d. If directed by the DISTRICT at the time of approval of the schematic design, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by the DISTRICT subsequent to the Schematic Design Phase shall be provided as an additional service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this agreement.
- e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.
- f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities as set forth in Exhibit 1.
- g. The ARCHITECT shall perform Schematic Design Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.
- h. The ARCHITECT shall submit to the DISTRICT a written estimate of the construction cost 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 ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, fire protection and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT, including, but not limited to Division of the State Architect (DSA) and the local Fire Department.
- b. The ARCHITECT shall establish an estimated PROJECT Construction Cost.
- c. The ARCHITECT shall perform Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

25. Construction Document Phase (Final Plans)

- a. The ARCHITECT 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 ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the 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. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

- c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the PROJECT Construction Cost arising from market fluctuations or approved changes in scope or requirements.
- d. If the estimated PROJECT Construction Cost exceeds the Budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

26. Bidding & Award Phase

- a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.
- b. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.
- c. The ARCHITECT shall provide in an electronic reproducible format necessary bidding information, general conditions of the contract, and supplemental general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.
- d. The ARCHITECT shall provide in an electronic format set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD USB file.
- e. If the lowest bid exceeds the Budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

27. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractors.
- b. The ARCHITECT shall reproduce fifteen (15) full size sets and (5) half size sets of contract documents including sets in electronic format and all progress prints for the

DISTRICT's and consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.

- c. The ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- The ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as ARCHITECT deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's, review and take appropriate actions on 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 ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment. ARCHITECT shall not be compensated any fee for work required as a result of any error or omission.
- f. The ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- g. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.
- h. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution of and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- i. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to

avoid the improper performance of the contractor agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

- j. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.
- k. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this agreement unless otherwise modified in writing.
- l. The ARCHITECT shall at no additional cost provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.
- m. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
- n. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review.
- o. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. ARCHITECT shall, at ARCHITECT'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 ARCHITECT.
- p. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents.

- q. The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
- r. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- s. The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as DSA closure with certification and local Fire Departments, in a timely manner and ensure proper PROJECT close-out.
- t. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and 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 ARCHITECT.
- u. The ARCHITECT 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 ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. PROJECT Close-Out

- a. The ARCHITECT 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 ARCHITECT, 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 ARCHITECT'S SERVICES

- 1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services based on the attached fee schedule. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:
- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

- b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
- c. Providing consultation concerning replacement of work damaged by fire, vandalism, water damage, earthquakes and furnishing services required in connection with the replacement of such work.
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and DISTRICT approval.
- f. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that the Contractor, and liquidated damages are collected therefore. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.
- g. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
- 2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT'S RESPONSIBILITIES

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

- 2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT, including the construction cost for the PROJECT. The budget shall be based upon the DISTRICT's objectives, schedule, budget constraints and any other criteria that are provided to the ARCHITECT pursuant to Article IV, Paragraph 1 above. The DISTRICT shall approve the budget prepared by the ARCHITECT pursuant to this Paragraph and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.
- 3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.
- 4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

- 1. During the Schematic Design, Design Development and Construction Document Phases, Construction Cost ("Construction Cost") shall be reconciled against the DISTRICT's Budget for the PROJECT.
- 2. PROJECT Construction Cost as used in this agreement means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, including work covered by approved change orders and/or alternates approved by the DISTRICT, but excluding the following: Any payments to ARCHITECT or consultants, for costs of inspections, surveys, tests, and landscaping not included in PROJECT.
- 3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
- 4. The Construction Costs shall be the acceptable estimate of construction costs of the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.
- 5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction

industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

- 6. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit;
- b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.
- 7. If the DISTRICT chooses to proceed under Article V, paragraph 6(e), the ARCHITECT, without additional charge, agrees to redesign until the PROJECT is brought within the Budget set forth in this agreement. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by the DISTRICT. Redesign means redesign of the PROJECT with all its component parts to meet the Budget set forth in this AGREEMENT.

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

- 1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.
- 2. The ARCHITECT shall review the estimate at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimate at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.
- 3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of construction costs at no additional cost.

ARTICLE VII – ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

ARTICLE VIII – TERMINATION

- 1. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.
- 2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs shall be deducted from payments to the ARCHITECT.
- 3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Paragraph 4 below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been claimed, requested or recovered by ARCHITECT.
- 4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the

ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE ARCHITECT

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

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

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

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

ARTICLE X – COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT in an amount not to exceed \$1,061,490 and is as follows:

- 1. ARCHITECT change orders fees are paid as approved by the DISTRICT Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated prior to commencing change order work.
 - 2. Payment to the ARCHITECT for Basic Services as defined in Exhibit 1 will be as follows:

Schematic Design: 10% of estimated Architect Fee as set forth on

Attachment "A".

Design Development: 20% of estimated Architect Fee as set forth on

Attachment "A".

Construction Documents: 35% of estimated Architect Fee, to be paid monthly

Based on actual level of completion, as set forth on

Attachment "A"

7% of estimated Architect fee as set forth on D.S. A. Approval:

Attachment "A".

Bidding Phase: 3% of estimated Architect fee as set forth on

(Board Approval) Attachment "A".

Construction Admin: 23%, of estimated Architect fee, to be paid monthly

based on actual level of completion, based on

accepted bid.

DSA Closure with 2% of estimated Architect fee as set forth on

Certification: Attachment "A".

TOTAL THROUGH RECORDA-

TION OF NOTICE OF

COMPLETION

100% of actual Architect Fee based on

accepted bid.

- 3. Payment to the ARCHITECT for Supplemental Services shall be as defined in Exhibit 1
- 4. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth in Article X, Paragraph 2, based on the Bid Price.
- To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT,

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

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

ARTICLE XI – REIMBURSABLE EXPENSES

- 1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and Consultants for the following specified items:
- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT, which includes sets of construction documents and all progress prints.
- b. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
- 2. Reimbursable expenses are estimated to be \$27,560.00, and this amount shall not be exceeded without the prior written approval of the DISTRICT.
- 3. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to the ARCHITECT as incurred. Reimbursable expenses shall not include:
 - a. Travel expenses;
 - b. Check prints;
 - c. Prints or plans or specifications made for ARCHITECT's Consultants and all progress prints;
 - d. Preliminary plans and specifications;
 - e. ARCHITECT's consultants' reimbursables;
 - f. Models or mock-ups
 - g. Meetings with cities, planning officials, fire departments, the DSA, State Allocation Board or other public agencies.

<u>ARTICLE XII – EMPLOYEES AND CONSULTANTS</u>

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the necessary services of landscape architect, structural, mechanical, electrical, and civil to

complete the PROJECT. All consultant services shall be provided at the ARCHITECT's sole expense.

- 2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any Consultants employed by the ARCHITECT under the terms of this AGREEMENT.
- 3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable, competent person at the DISTRICT's request.
- 4. The construction administrator, or field representative, assigned to this PROJECT by ARCHITECT shall be licensed as a California ARCHITECT and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

- 1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.
- 2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT harmless from all liability arising out of:
- a. <u>Workers' Compensation and Employer's Liability</u>. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT;
- b. <u>General Liability</u>. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent ARCHITECTS who are directly employed by the DISTRICT.

- c. <u>Professional Liability</u>. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, which the ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the ARCHITECT, or any person, firm or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.
- d. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of, or founded upon any cause, damage or injury identified here in Article XIII, Section 2, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned and hired vehicles;
 - 2. Blanket contractual;
 - 3. Broad form property damage;
 - 4. Products/completed operations; and,
 - 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

- d. <u>Valuable Document Insurance</u>. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT.
- e. Each policy of insurance required above, excepting C, shall name DISTRICT and its officers, agents and employees as additional insureds; and each policy of insurance required above, including C shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that no less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall delivery to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.
- 4. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
- 5. In the event that this project includes the repair or replacement of more than 25% of a roof, then, in accordance with Public Contracts Code, §3006, ARCHITECT will complete the CERTIFICATION OF FINANCIAL RELATIONSHIP DISCLOSURE, which is attached hereto as Attachment B, and return it with the signed copy of this Agreement.
- 6. ARCHITECT shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic

listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. ARCHITECT, its employees and agents, understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

- 7. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
- 8. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT
 - 9. This AGREEMENT shall be governed by the laws of the State of California.
- 10. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
- 11. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

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

ARCHITECT -Hill Partnership, Inc dba, HPI Architecture	RIVERSIDE COMMUNITY COLLEGE DISTRICT
By: Lawrence A. Frapwell President 115 – 22 nd Street Newport Beach, CA 92663	By: Aaron S. Brown Vice Chancellor Business and Financial Services
Date:	Date:

ATTACHMENT "A"

FIXED FEE

Architectural Fixed Fee for Basic Services:

HPI Architecture to perform Basic Services consisting of design, design development, construction documents and construction observation based on a fixed fee structure in an amount not to exceed \$918,700.00.

Specialty Consulting Services:

HPI Architecture to provide Specialty Consulting Services as defined in Exhibit 1 on a not to exceed basis of \$142,790.00. Services shall be authorized by District on a phase by phase basis.

Reimbursable Expenses:

Reimbursable expenses are in addition to the fixed fee structure, and shall be paid in an amount not to exceed \$27,560.00.

Total Cost: \$1,089,050.00

Continue to Next Page

ATTACHMENT B

CERTIFICATION FINANCIAL RELATIONSHIP DISCLOSURE ROOFING PROJECTS

Per Public Contract Code Section 3006

I, Laurence A. Frapwell, President HPI Architecture, certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, Laurence A. Frapwell, President of HPI Architecture, certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Signature Date
Laurence A. Frapwell

HPI Architecture

Any person who knowingly provides false information or fails to disclose a financial relationship in the disclosure set forth in subdivision (b) shall be subject to a civil penalty in an amount up to one thousand dollars (\$1,000), in addition to any other available remedies. An action for a civil penalty under this provision may be brought by any public prosecutor in the name of the people of the State of California.

August 21 2018 Page 25 of 57 architecture NEWPORT BEACH SAN DIEGO

Exhibit 1

PROPOSAL FOR ARCHITECTURAL SERVICES

June 14, 2018

Bart Doering
Facilities Development Director
Riverside Community College District
3801 Market Street
Riverside, CA 92501

Project: Moreno Valley College - Welcome Center

Dear Bart:

Thank you for the opportunity to submit this proposal for professional architecture and engineering services. The following is intended to define our Project Understanding, Scope of Architect's Services and Proposed Compensation for the referenced project.

PARTIES TO AGREEMENT

CLIENT: Riverside Community College District (District)

Facilities Planning and Development

3801 Market Street, 3rd Floor

Riverside, CA 92501 Contact: Bart Doering

ARCHITECT: The Hill Partnership, Inc.

dba HPI Architecture (HPI)

115 22nd Street

Newport Beach, CA 92663

Contact: Lawrence A. Frapwell, President

FORM OF AGREEMENT

It is assumed for purposes of this proposal that the services enumerated below will be provided pursuant to a District standard form of agreement ("Agreement") with all open issues to be negotiated to the mutual satisfaction of both parties.

PROJECT UNDERSTANDING

Project Scope

This Proposal is intended to be consistent with the Project Scope defined under the 2017 Feasibility Study (Programming, Assessment and Conceptual Design) conducted by HPI. The Project consists of a new Welcome Center Building at Moreno Valley College to provide enhanced services to both new and

B. Doering June 14, 2018 Page 2 of 7

continuing students. No work is anticipated or included for improvements to the existing Student Services Building.

The Project is further defined as follows:

 A new Welcome Center building of approximately 17,450 GSF and related site improvements focused on providing "front end" services.

The Project scope is as defined in the 2017 Feasibility Study and attached Exhibit A. Site improvements are based on the *Infrastructure Upgrade Project - Utility Program* dated June 22, 2010.

Project Budget

For purposes of this proposal, the established Project Construction Budget is \$11,420,000.

The Project Construction Budget is per the construction cost estimates prepared as part of the 2017 Feasibility Study and updated May 16, 2018 to reflect the Project Schedule Outlined below.

Project Schedule

The anticipated schedule assumes the following:

- Initiation of services September 1, 2018
- DSA Submission (intake appointment) June 15, 2019
- Construction will commence July 2020 with a total construction duration not to exceed fourteen months.

SCOPE OF ARCHITECT'S SERVICES

Basic Services

HPI's Basic Services shall be consistent with a District Standard Architectural Services Agreement and for purposes of this proposal shall be inclusive of normal Architectural, Structural, Mechanical (HVAC and Plumbing), Electrical, Fire Alarm, Fire Protection, Site Civil Engineering, Landscape Architecture, and Cost Estimating as further defined below:

- Mechanical / Plumbing / Electrical & Fire Alarm Engineering
 - Scope of work as defined in the 2017 Feasibility Study
- Cost Estimating
 - Provide cost estimates at the following milestones: SD, DD, 50% CD and 100% CD
 - Cost estimates will be presented in a Systems format.

B. Doering June 14, 2018 Page 3 of 7

Specialty Consultant Services

Specialty Consultant Services shall be inclusive of the following:

- Technology Consulting (AV/IT and Security) Services See attached Waveguide proposal dated June 13, 2018 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal. Services will be provided on a phase by phase basis as authorized by RCCD.
- Acoustic Consulting Services See attached Newson Brown Acoustics LLC proposal dated June 12, 2018 for further description of the scope and limitation of services. The referenced proposal is hereby made a part of this Proposal. Services will be provided on a phase by phase basis as authorized by RCCD.
- SWPPP BKF will provide Qualified SWPPP Developer (QSD) services in compliance with the
 Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ,
 administered by the State Water Resources Control Board (SWRCB). We will provide support
 services to the owner's Legally Responsible Person (LRP) to submit Permit Registration
 Documents (PRDs) to the State's online Storm Water Multiple Application and Report Tracking
 System (SMARTS) programwebsite.
- FF&E Selection and Specification See attached HPI Architecture proposal dated June 13, 2018
 for further description of the scope and limitation of services. The referenced proposal is hereby
 made a part of this Proposal. Services will be provided on a phase by phase basis as authorized
 by RCCD.

Limits of Service and Specific Exclusions

Basic and Specialty Consulting Services specifically exclude the following:

- Any and all Improvements at the Existing Student Services Building
- Foundation and Geological Investigations and Reports / Geotechnical Engineering
 - A project Geotechnical report will be required for the design effort. District will be responsible for engaging and providing for the services of a geotechnical consultant, as soon as practical, to ensure the geotechnical report is approved with adequate time to incorporate its findings prior to submittal to DSA of the required Evaluation and Design Criteria Report.
- Boundary, topographic and utility surveying.
 - It is understood the District will provide a topographic, boundary and utility survey for the impacted area including identification of any easements or other development restrictions. HPI will coordinate with the District to define the extent of such surveys however HPI shall be entitled

B. Doering June 14, 2018 Page 4 of 7

to rely upon surveys provided by the District. HPI's services specifically exclude any field verification, supplemental surveying, potholing and/or sonic surveys to confirm the location of above grade features or below grade locations, sizes and elevations which may be required for design and engineering of hardscape, utility and other site improvements.

• Sampling and Testing of Materials

District will be responsible for engaging and providing for the services of the necessary testing laboratories, inspectors, and contractors to perform the material sampling and testing. The scope of these services will be defined upon completion and acceptance of the Evaluation and Design Criteria Report.

- Special Inspections of specific construction methods where required by code or structural drawings.
- Insomuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by HPI 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 the District agrees to bear all costs, losses and expenses, including the cost of HPI's Additional Services as mutually agreed prior to commencement of Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure, or from any deficiencies or inaccuracies in any information or documentation relative to concealed conditions furnished to HPI by the District.

Hazardous Materials

HPI'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. HPI 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. HPI 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.

- Design and engineering of off-site utilities and other improvements within the public right-ofway.
- Design and engineering for extension, improvement or relocation of the following campus backbone utilities and services: storm drain, water (domestic, fire, irrigation), sanitary sewer, and IT/ low voltage systems. Extension of electrical and central plant services shall be as defined in the 2017 Feasibility Study. On-site connections are understood to be in the proximity of, and adequately sized to serve the proposed improvements.
- Upgrade/modification/replacement of existing main electrical and mechanical equipment.
- Upgrades to equipment or interconnections between existing central plants.

B. Doering June 14, 2018 Page 5 of 7

- Investigations / field observations of existing conditions or facilities are limited to readily observable conditions.
- Emergency generator
- Traffic consulting and engineering
- Vibration consulting and isolation of structural borne noise. Acoustic services are limited to
 those as outlined above and do not include vibration measurements, design of building structure
 to meet low or specific vibration requirements, or review of mechanical noise transfer to the
 property line including an emergency generator.
- Implementation of proposed Master Plan Amendment related to parking lot reconfiguration. Parking area modifications shall be limited to those improvements which may be need to provide accessibility to the proposed facility per DSA standards.
- Swing Space / Provision of improvements and/or remodel of other campus spaces for temporary occupancy
- Move Management
- Signage and Graphics (except code required signage for Building and parking)
- Preparation of 'As-Built' drawings
- Sustainable Design (LEED) consulting and commissioning
- DSA and any other jurisdictional filing and processing fees
- Post occupancy evaluations
- Third Party Commissioning

PROPOSED COMPENSATION

Compensation shall not exceed **One Million, Eighty Nine Thousand, Fifty Dollars (\$1,089,050)** inclusive of all Services and approved Reimbursable Expenses as follows:

Services

Services indicated above shall be provided on a not to exceed basis of **One Million, Sixty One Thousand Four Hundred Ninety Dollars (\$ 1,061,490.00)** as outlined below:

Basic Services

HPI proposes to provide the basic services described above on a fixed fee basis of Nine Hundred Eighteen Thousand, Seven Hundred and Zero Dollars (\$918,700.00).

•	Architectural	\$ 471,253.00
•	Civil	\$ 71,500.00

B. Doering June 14, 2018 Page 6 of 7

•	Landscape	\$ 27,500.00
•	Structural	\$ 66,000.00
•	M/P/E & FA	\$ 231,000.00
•	Fire Protection	\$ 8,052.00
•	Cost Estimating	\$ 43,395.00

Specialty Consulting Services

HPI proposes to provide the supplemental consulting services on a not to exceed basis of One Hundred Forty Two Thousand Seven Hundred and Ninety Dollars **(\$142,790.00)**, as follows:

•	Acoustic Consulting (on a time and materials basis)	\$ 27,500.00
•	AV / IT / Security Consulting (on a time and materials basis)	\$ 65,340.00
•	SWPPP (on a fixed fee basis)	\$ 4,950.00
•	FF&E Selection and Specifications (on a fixed fee basis)	\$ 45,000.00

It understood the above referenced services will authorized by RCCD on a phase by phase basis and shall be invoiced as noted above.

Cost of Services by Phase

Phase	Basi	c Se	rvices					Total			
	%		Fee	1	Acoustic	AV/	IT/Security	SWPPP		FF&E	
Schematic Design	10%	\$	91,870			\$	6,710		\$	4,500	\$ 103,080
Design Development	20%	\$	183,740	\$	5,500	\$	12,320		\$	9,000	\$ 210,560
Construction Document	35%	\$	321,545	\$	13,750	\$	26,180	\$ 4,950.00	\$	18,000	\$ 384,425
DSA / Agency Approval	7%	\$	64,309								\$ 64,309
Bidding	3%	\$	27,561						\$	4,500	\$ 32,061
Construction	23%	\$	211,301	\$	8,250	\$	16,940		\$	9,000	\$ 245,491
Close-Out /Certification	2%	\$	18,374			\$	3,190				\$ 21,564
Totals	100%	Ś	918,700	\$	27,500	\$	65,340	\$ 4,950	\$	45,000	\$ 1,061,490

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the services outlined above. Allowable reimbursable expenses shall be in accordance with HPI's Standard Hourly Rates (Exhibit C). HPI proposes an estimated allowance of **Twenty-Seven Thousand Five Hundred Sixty Dollars \$27,560.00** for approved reimbursable expenses.

B. Doering June 14, 2018 Page 7 of 7

We at HPI are excited about this opportunity of continuing to provide our professional services to the Riverside Community College District and Moreno Valley College.

Sincerely,

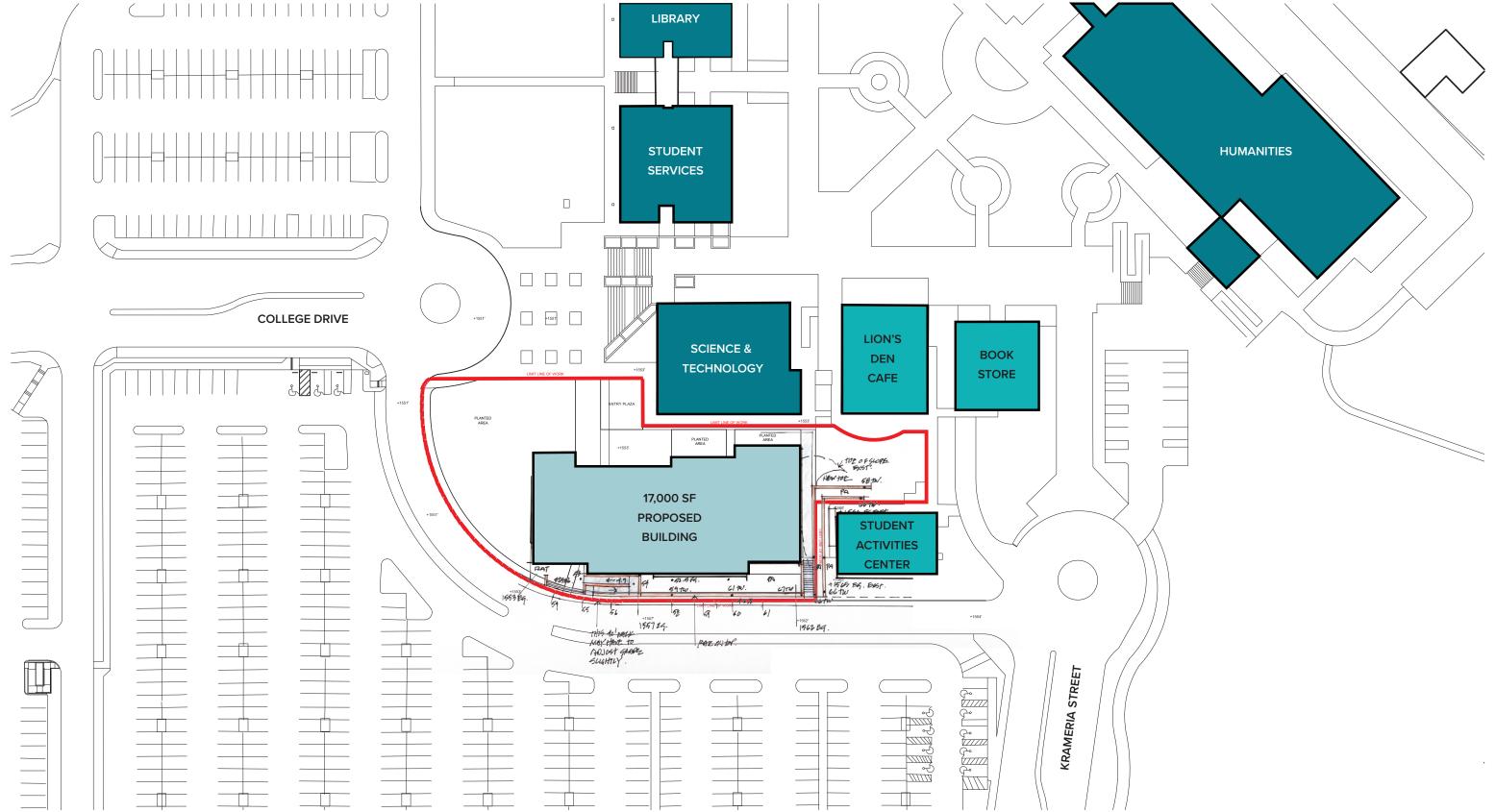
HPI Architecture

Lawrence A. Frapwell, Architect

President

Enclosures:

- Exhibit A New Welcome Center Building
- Exhibit C 2018 Hourly Fee Rate Schedule
- Newson Brown Fee Proposal
- Waveguide Fee Proposal





EXISTING SITE - BUILDING LIMIT OF WORK LINE

MORENO VALLEY COLLEGE • WELCOME CENTER • JUNE 2018









Moreno Valley College: Welcome Center: Program

Department				<u>96</u>					Student			AS	SF / Stations	<u> </u>			Total ASF			
Space Requirement	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP office	Other	Work Station	Work Station	Staff Office	Counselor	Director	Dean Office	VP Office	Other		Total ASF / Department	Office Suite Multiplier of 0.75	Actual Suite
Space ASF Goal —									→ 36	64	64	120	125	150	175		<u> </u>		0.75	
First Year Experience / Dream Cen	iter																		1,308	1,344
Director					1								126				126			,
Student Success Coach			3								57						171			
FYE Hoteling Station			1						1.10			121					121			
Peer Leaders (6-8) / Student Check In	1								142								142			
Dream Center Support Staff		1								105							105			
(2)		1								103							103			
Dream Center Support Staff		1								57							57			
(1)																				
Tutoring Tables								3								64	192			
Storage / Work Room								1								67	67			
Outreach																			387	440
Outreach Specialist			3								58						174	290)	
Student Ambassador (6-8 part	2								0								0			
time)								1								CA	C4			
Study Tables Storage / Work Room								1 1								64 52	64 52			
Storuge / Work Room								_								32	32			
Admissions & Records																			1,041	841
Director - (Jaime) Staff (Full Time Tech)		2			1					54			124				124 108			
Counter Space		2						3		34						42	126			
counter space								3								72	120			
Student ID Station								1								E1				
Cashier- counter								2								51 42	84			
Cash Count / Vault Room								1								95	95			
																-				
Storage / Work Room								1								160	160			
operations assitant		1								42							42			
Student Worker / Hotel	1								42								42			
	1																	1	I	





Moreno Valley College: Welcome Center: Program

Department				<u>96</u>					Student			<u>AS</u>	F / Stations	<u> </u>			Total ASF		Office Colle	
Space Requirement	Student Work	Work	Staff	Counselor	Director	Dean	VP office	Other	Work	Work	Staff	Counselor	Director	Dean	VP Office	Other		Total ASF /	Office Suite Multiplier of	
	Station	Station	Office		Office	Office			Station	Station	Office		Office	Office				Department	0.75	
Space ASF Goal —									→ 36	64	64	120	125	150	175					
Student Financial Services (Financi	al Aid\ 0 Ctudout	Employee	ont																1,391	1,419
Director	ai Aid) & Student	. Employm	ent		1				Ī				120				120	1043		1,419
Assistant Director					1								118				118	1043		
HOTELING STATION				1	-							120	110				120			
FA Counselor				-								120					120			
Small Meeting Space																				
Analyst		2								54							108			
Work Stations:		5								54							270			
1 advisor																				
1 Outreach																				
1 Off Campus Entity																				
1 Admin Assistant																				
1 Hoteling Station																				
Counter Space								3								51	153			
·																				
Counter (Confidential Scanning								1								70	70			
Storage								1								30	30			
Student Employment			1								54						54			
Student Workers	2								0								0			
Counseling									_										3,343	3,677
Counselor				12								118					1416	2507		
Hoteling - Counselor				3								118					354			
Counter		2		3						66		110					132			
Clerk 1		_																		
Student Worker																				
Clerk 2		1								54							54			
Clerk 3		1								54							54			
Work Room / Storage								1								281	281			
. 3																				
Future Work Station		4								54							216			





Moreno Valley College: Welcome Center: Program

Department				<u>96</u>					Student			<u>AS</u>	SF / Stations	<u>S</u>			Total ASF		0.00	
Space Requirement	Student Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP office	Other	Work Station	Work Station	Staff Office	Counselor	Director Office	Dean Office	VP Office	Other		Total ASF / Department		Actual Suite
Space ASF Goal —									▶ 36	64	64	120	125	150	175				0.75	
Assessment Center									I		- 4						100	4546	2,021	1,886
Assessment Center Staff		2	2							36	54						108 72]	
Hoteling station		2								30							84			
Counter - Check in / Seating								1								84	04			
Small Testing Rooms								3								80	240			
Large Testing Room								1								473	473			
Large Testing Room								1								485	485			
Storage / Work Room								1								54	54			
				`																
Welcome Center	1																		1,151	863
Open Computers (6)								1								121	121	863		
Seating 1								1								248	248			
Seating 2								1								69	69			
Seating 3 / Laptop Bar								1								127	127			
Counter, including College								1								298	298			
Receptionist + 2 Student																				
Stations																				
Other	1								1										1,175	881
Meeting Room								1								663	663	881		
Decel Dece								4								240	240			
Break Room								1								218	218			
ASF Total																			11,816	11,351
TOTAL		GSF @ 65	% Efficien	cy															18,178	17,463







EXHIBIT C

HPI

STANDARD HOURLY RATES January 1, 2018 - December 1, 2018

Staff Rates:	<u>Position</u>	<u>Hourly Rate*</u>
	Senior Principal	\$220.00
	Principal	\$200.00
	Senior Designer	\$175.00
	Project Manager	\$160.00
	Construction Administrator	\$160.00
	Project Architect	\$150.00
	Designer	\$145.00
	Job Captain	\$135.00
	Drafting Technician	\$ 115.00
	Clerical	\$ 95.00

Overtime / Weekend: Over time/ weekend rates will be invoiced at 1.5 times the hourly

rates identified above.

Consultants: Allowable reimbursables such as plotting, printing,

photocopying, delivery, postage, travel expenses incurred under

this agreement will be billed at cost plus 10% mark-up.

^{*}Rates subject to annual review and adjustment.

June 12th 2018

Andria Limon
Director | Eductation
HPI Architectire | Planning | Interiors
115 22nd Street
Newport Beach, California 92663

Subject: RCCD Moreno Valley College - Revised Proposal for Acoustical Consulting Services

Construction of New Welcome Center Building

Andria,

Further to our review of the request for proposal received March 3rd 2016 and our e-mail exchange, we are pleased to provide this revised proposal for acoustical consulting services.

We understand the following:

- The project is limited to the construction of a new Welcome Center building.
- The area of the new construction is approximately 17,000 square feet.
- The project has a budget of approximately \$10 million for the new construction (\$8.8 million of this will be used for the building and the balance will be for site work).
- The project will not be designed to LEED, WELL or other similar criteria.
- Design to start August 2018. Development of SD-CD will be concurrent. New building construction assumed to start May 2020 with a 12 month construction duration.

We have divided our proposal into three exhibits:

- 1. Scope of Work.
- 2. Professional Fees and Terms and Conditions.
- 3. Hourly Rates and Insurance Limits.

With regard to our performance of professional services, please note we will be unable to agree to any contract language that will require us to assume the duty to defend the Client or any other party under any circumstances including, but not limited to, any claims, causes of action, or proceedings of any kind. Further, we will not agree to indemnify the Client for the Client's own negligence or for the negligence of others. Any indemnification clauses we are required to sign must be on a comparative basis of fault, such that our liability under any proposed indemnification clause must be limited to the extent caused by our negligent acts, errors or omissions as determined by a court of competent jurisdiction; subject to any applicable limitations of liability.

The terms of this proposal remain valid for 60 days from the date listed above. The undersigned would be the Principal-in-Charge and primary contact. Other staff will be assigned to the project once awarded based on availability and relevant experience.

We trust that the scope of work and professional fee meet with your approval and look forward to working with you on this project. Please return a signed copy of the proposal to authorize the proposed scope of work.

Yours Sincerely, **Newson Brown Acoustics, LLC**

Ian Boorer Principal

Encl.

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EXHIBIT 1 RCCD MORENO VALLEY COLLEGE WELCOME CENTER PROPOSED SCOPE OF WORK

A. Design Phase

1. Sound Isolation and Acoustical Treatment.

- a. Provide recommendations for partitions between rooms and to corridor; provide plan, section and intersection details. Develop suitable closure details at the connections between the walls and the construction above and at the building perimeter.
- Review and advise on acoustical finishes for walls, ceilings and floors. Provide typical details, product cut sheets and acoustical specifications for room finish treatment for use by the architect.
- c. Provide acoustical specifications for doors and door seals having an acoustical performance requirement.
- d. Provide standard details and acoustical specifications for drywall partition construction, acoustical sealant, batt insulation and electrical outlet box pads.

2. HVAC

- Provide recommendations for duct silencer or alternate noise control elements to reduce noise from air moving equipment so that the selected noise criteria will be achieved.
- b. Provide maximum noise guidelines for volume control boxes, diffusers and grilles, etc.
- c. Provide recommendations for vibration isolation of new HVAC equipment and piping.
- d. Provide recommendations for the control of ductborne crosstalk between rooms.

Plumbing.

a. Provide a vibration isolation specification and recommendations for any new plumbing systems requiring isolation.

4. Electrical.

a. Provide recommendations for the vibration isolation of any new transformers located internally.

5. Exterior Noise (Required per the CALGreen Code).

- a. Perform an environmental survey of existing noise conditions on site.
- b. Provide acoustical recommendations for the proposed exterior glazing and wall assemblies.

B. Design Phase

1. **Meeting Attendance.**

a. We have allocated time for attendance at three (3) meetings.

C. Construction Administration

1. Shop Drawing and Submittal Review.

- Acoustical finish materials.
- b. Acoustical doors.
- c. Silencers (HVAC).
- d. Vibration isolation (HVAC, Plumbing and Electrical Equipment).

2. Clarifications.

- a. Respond to requests for information by the architect through phone calls.
- b. Respond in writing to formal RFI.

Observations.

- a. Provide a maximum of three (3) site visits or project meetings as requested by the architect.
- b. Provide observation reports and/or punch-lists for each visit.

D. Exclusions

The Scope of Work does not include:

- 1. Acoustical review of any renovations.
- 2. Noise control and vibration isolation of emergency generators.
- 3. Acoustical review of portable offices and restrooms.
- 4. Review of mechanical noise transfer to the property line.
- 5. Designing to LEED, WELL or other similar criteria.
- 6. Review of outdoor activity noise to the property line or the building itself.
- 7. Producing acoustical models or noise maps.
- 8. Vibration measurements.
- 9. Design of low vibration environments.
- 10. Review of noise and vibration due to vehicle movement in parking structures or surface parking lots.
- 11. Assessment of building structural response due to footfall.
- 12. Design of building structure to meet low or specific vibration requirements.
- 13. Assessment and control of noise and vibration from gyms / fitness rooms.
- 14. Review of existing exterior noise source impact on outdoor areas.
- 15. Audio-visual design/equipment selection and layout, including noise masking systems, or furniture layouts.
- 16. The design of rooms that require intensive acoustical design such as screening rooms, recording rooms, mix rooms, listening rooms and rooms used for audio and video broadcast.
- 17. Acoustical design of loading docks.
- 18. Analysis of creaking or popping of building elements in response to thermal expansion or contraction.
- 19. Assessment of noise in mechanical rooms or areas with regard to OSHA requirements
- 20. Preparing an EIR or other similar documents.
- 21. The preparation and submission of documents for approval to agencies having jurisdiction.
- 22. Meeting with Code, Jurisdictional or Utility authorities.
- 23. Attendance at hearings.
- 24. Collection of plan checks and issuing of permits.

- 25. Attending regular meetings and/or conference calls.
- 26. Producing CAD or BIM drawings.
- 27. The printing of drawings and specifications.
- 28. Costing of acoustical assemblies.
- 29. Assessment and control of noise and vibration during demolition and construction.
- 30. Design work beyond May 2020.
- 31. Construction administration for the new building beyond September 2020.
- 32. Acoustical measurements and testing upon completion of construction.
- 33. Additional work due to splitting the project into phases.
- 34. Items not included in our scope of work.

EXHIBIT 2 RCCD MORENO VALLEY COLLEGE WELCOME CENTER PROFESSIONAL FEES AND TERMS AND CONDITIONS

Basic Services

PHASE	Percentage of Total Fee	Fee – New Building
Design Development	20%	\$5,000.00
Construction Documents	50%	\$12,500.00
Construction Administration	30%	\$7,500.00
Total	100%	\$25,000.00

Reimbursable Expenses

Reimbursable expenses, including travel, would be billed at cost in addition to our professional fees.

Terms and Conditions

Work Authorized By:

We understand that our services would be authorized phase by phase and that our fees would be invoiced on a time and materials basis not to exceed the fee for each phase included in the above table.

Invoices would be issued monthly in accordance with our progress. See also our attached hourly fee rates.

Services provided by Consultant in connection with Change Orders may constitute Additional Services, unless the Change Order is caused through a fault of Consultant.

With regard to our performance of professional services, please note we will be unable to agree to any contract language that will require us to assume the duty to defend the Client or any other party under any circumstances including, but not limited to, any claims, causes of action, or proceedings of any kind. Further, we will not agree to indemnify the Client for the Client's own negligence or for the negligence of others. Any indemnification clauses we are required to sign must be on a comparative basis of fault, such that our liability under any proposed indemnification clause must be limited to the extent caused by our negligent acts, errors or omissions as determined by a court of competent jurisdiction; subject to any applicable limitations of liability.

When reviews are required of electronic documents posted on a project site (e.g. ftp site) we will require specific instructions and an access path to the posted document. It is not the intent that we provide continuous monitoring of the project site or continuous review of the in-progress drawings. We will review the project at up to three (3) project milestones.

We have calculated fees on the assumption that the project will proceed on schedule approximately and in a straightforward manner. Fees associated with major redesign, or prolonged delays to the project schedules are not included in the fee quoted below. We reserve the right to present revised fee proposals.

Name, Title	Signature	Dale
Nama Titla	Cianatura	Date

EXHIBIT 3 RCCD MORENO VALLEY COLLEGE WELCOME CENTER HOURLY RATES AND INSURANCE LIMITS

NEWSON BROWN ACOUSTICS, LLC: FEE SCHEDULE

Martin Newson, Principal	\$220.00/hour
Michael Brown, Principal	\$220.00/hour
Ian Boorer, Principal	\$200.00/hour
Dereck Hendrix	\$170.00/hour
Joseph Celano, P.E.	\$170.00/hour
Nozomi Kamiya	\$155.00/hour
Ben Toews	\$140.00/hour
Chester Raney	\$125.00/hour
Brad Sliga	\$125.00/hour
Eric McGowan	\$125.00/hour
Administrative Support	\$75.00/hour

Insurance Limits

Commercial General Liability

o \$4,000,000 General Aggregate

o \$4,000,000 Products & Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury

o \$2,000,000 Each Occurrence

o \$1,000,000 Damage to Rented Premises (each Occurrence)

o \$10,000 Medical payments

Business Automobile

o \$1,000,000 Non-Owned & Hired Automobile Coverage

Workers' Compensation

o \$1,000,000 Each Accident

o \$1,000,000 Disease per Employee

o \$1,000,000 Disease Policy Limit

Professional Liability Insurance

o \$3,000,000 Each Claim

o \$3,000,000 Each Policy Year Aggregate

o \$25,000 Deductible

Umbrella Liability Insurance

o \$3,000,000 Each Occurrence

o \$3,000,000 Annual Aggregate



December 6, 2017 Revision 1: June 13, 2018

Andria Limon HPI Architecture 115 – 22nd Street Newport Beach, California 92663

Re: Riverside Community College District, Moreno Valley College – Welcome Center Proposal for Technology Consulting Services

Dear Andria,

Thank you for giving Waveguide the opportunity to propose our services on this project. Having reviewed the RFP materials you provided, we believe our integrated technology consulting services are well matched to this project's requirements.

Attached is our fee proposal, which outlines our services and highlights the tasks we will perform per phase. The technology consulting services proposed include audiovisual (AV), structured cabling (IT) and security. Our associated fees are broken out by technical discipline and work stage.

Again, thank you for inviting Waveguide to be part of your team to pursue this project.

Sincerely,

David Gales, CTS Principal, Director of California Operations Waveguide LLC

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EXECUTIVE SUMMARY

Waveguide LLC (Consultant) offers to provide professional services in audiovisual (AV), structured cabling and security consulting to HPI Architecture (Client) to support design and construction of a new Welcome Center building on the Moreno Valley College campus of the Riverside Community College District (Owner or District).

Riverside Community College District is planning to construct a new 17,450 square foot, single story Welcome Center building on the campus of Moreno Valley College located in Moreno Valley, California. The District has engaged HPI Architecture as Architect for the new building. In turn, HPI Architecture has invited Waveguide to present this proposal to support the project.

This proposal is based on the information provided with your request for proposal (RFP) dated December 1, 2017 and in the accompanying conceptual floor plans. The project's RFP does not identify a specific scope of requirements or budget for the low voltage technology scope. Therefore, we have proposed our services and fees based on certain assumptions stated throughout this proposal. Upon completion of our initial technology program verification efforts, we will revisit with you the project's technology requirements to ensure they align with our scope and fee assumptions noted herein. If necessary, we can adjust our scope and fees to match the actual program before engaging further design efforts.







SCOPE OVERVIEW

AUDIOVISUAL

Though we have not met with Owner's representatives to understand their specific needs for this project, we assume the project's AV scope to include the AV facilities and technologies/capabilities summarized below:

AV TECHNOLOGIES/CAPABILITIES

- AV Presentation for Learning & Collaboration
- Presentation Sound Reproduction
- Assistive Listening (per the CBC & ADA)
- Audio/Video/Web Conferencing
- Digital Signage
- Integrated AV Controls

AV FACILITIES

- Two (2) Open Tutoring Areas (Typical)
- Three (3) Small Meeting Rooms (Typical)

In addition to the specific AV areas identified above, we anticipate the AV scope to include the deployment of digital signage displays in selected common areas throughout the building. We do not anticipate the project's AV scope to include digital media production or broadcast facilities.

AV planning and infrastructure design considerations include equipment integration planning, technical power and grounding requirements, lighting design criteria for AV spaces, equipment cooling and ventilation requirements, and conduit/junction box requirements for low-voltage AV cabling. We will provide AV system designs and bid documentation to facilitate AV equipment procurement and contractor selection as part of the general construction package. During construction and AV systems installation, we will monitor and coordinate the AV work to help ensure its smooth execution and fulfillment of the design intent.

Based on the AV technologies and spaces listed above, and our experience with similar projects, we anticipate the total AV systems budget for the project will not exceed \$125,000. Additional AV consulting fees may be warranted should the AV budget significantly exceed this estimated amount.







SCOPE OVERVIEW

COMMUNICATIONS INFRASTRUCTURE & STRUCTURED CABLING

We will base the project's communications infrastructure and structured cabling requirements on the Owner's documented standards and on industry best practices for the intended building uses. Planning and design support for communications infrastructure will include coordination of incoming service pathways and duct banks, data telecom equipment room planning and design of riser and horizontal cable distribution pathways.

We expect the facility's structured cabling will include a mix of wired and wireless data connectivity points and telephone cabling infrastructure, including optical fiber backbone and copper station cabling (e.g. Cat6), equipment racks, cable management, patch panels, patch cords, and modular voice and data jacks. We will also design cabling for broadband television distribution (e.g. CATV/SATV) and locations/drops for wireless access points as part of building structured cabling, as required.

We anticipate design, specification and installation of active electronic equipment for the voice/data systems (e.g. servers, switches, computers, voice systems, wireless access points, etc.) will be performed by the Owner's internal IT group and these tasks are specifically excluded from Waveguide's scope of work.





SCOPE OVERVIEW

SECURITY

We will base the building's security system requirements on the Owner's documented standards and on industry best practices for the intended building uses. Planning and design support for the building security systems shall include:

- Electronic Access Control
- Video Surveillance Cameras

Our initial consulting efforts will focus on identifying the project's security requirements and providing a documented basis of design that will guide the subsequent planning and design work. Based on the approved security systems program, we will work with the design team to develop the building and infrastructure designs to accommodate the planned security systems. We will provide planning support for locating security equipment and devices, design coordination with the door hardware consultant, and specification of all conduits, junction boxes and other infrastructure to support security device installation and cabling interconnection.

We will provide complete security systems designs and specifications based on the expectation that security systems will be bid and installed as part of the building Construction Document package. We will provide coordination and review of the security infrastructure during construction and full verification of the security systems installation upon completion as construction administration services for the security scope.





- MEETINGS/TRIPS
- DELIVERABLES

SCHEMATIC DESIGN | TECHNOLOGY PROGRAM

To initiate our work on the project, we will meet with key stakeholders to understand the Owner's specific use cases for each AV-enabled space, and to determine the specific requirements for IT infrastructure and security systems. We then will develop a comprehensive technology program to document the technology requirements identified.

The technology program shall include outline descriptions of the anticipated use cases for each AV space, conceptual AV room layouts and AV system budgetary cost estimates. For the project's communications infrastructure and structured cabling, we will provide a narrative summary describing the project scope. For security systems, we will provide a narrative summary as well as conceptual plans identifying proposed security device locations.

In Schematic Design (SD), we will support the design team to provide technology planning guidelines and criteria in the early architectural design and building systems planning. Our aim will be to ensure concepts and budgets developed at this early project stage adequately accommodate the Owner's expectations for technology and acoustics.

We will provide written recommendations and illustrated guidelines for optimizing technology systems performance within the building. We will also provide a comprehensive review of the complete schematic design package to ensure our preliminary recommendations are being effectively coordinated.

At this stage of the project we anticipate providing one (1) onsite meeting to gather technology program requirements. Supplemental meetings may be provided as Additional Services.

Specific deliverables and meetings for each phase are shown in the process graphic to the right on each page.





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DESIGN DEVELOPMENT

During Design Development (DD), we will continue to address and coordinate technology issues and their impact on architectural design and development of the building systems. At this stage of the project, we will also begin to document specific technology infrastructure requirements.

The AV design documents we provide will include equipment plans illustrating general AV presentation orientations, viewing sightlines and AV device locations. We will also provide initial designs for lowvoltage cable containment within the project's AV facilities, including specification of AV conduits, junction boxes, floor boxes, etc.

For IT and communications, we will provide drawings identifying data telecom outlet locations, cable tray pathways, communications equipment room layouts and draft specifications for building structured cabling. Likewise, for security we will provide detailed drawings identifying security equipment and device locations, security infrastructure requirements and draft specifications for security systems.

We will provide the mechanical engineer cooling requirements for technology equipment for reference as they develop the building's HVAC designs. We will also provide technical power and grounding requirements for technology equipment to the electrical engineer for their reference.

At key two (2) milestones during the DD phase, we will review the DD document package to coordinate and address technology and acoustical issues as required. We anticipate participating in one (1) onsite design coordination meeting during this stage of the project. Supplemental meetings may be provided as Additional Services.

PROCESS

DESIGN DEVELOPMENT

Design Coordination Meeting

Technology Equipment Heat Loads & Cooling Requirements

Technology Power Requirements

Preliminary AV Plans & Equipment Layout Drawings

Preliminary AV Conduit & Infrastructure Drawings

Preliminary Structured Cabling Drawings & Draft **Specifications**

Preliminary Security Drawings & Draft **Specifications**

DD Package Review & Comments (Up to 2 submittals)

Coordination via Teleconference

·CONST. DOCS——



CONSTRUCTION DOCUMENTS

During the CD phase, we focus on refining the technology infrastructure designs for contractor bidding and construction. We will provide plans, details and technical specifications for all technology infrastructure elements to be built or installed as part of the general construction of the project.

In addition to final AV, security and communications infrastructure plans, we will provide complete designs and specifications for the structured cabling and security systems. We will continue to coordinate with the design team regarding detailed building systems designs having an impact on or supporting the project's technology systems, including electrical power, HVAC, etc.

During this phase of the project we will develop complete AV system designs in accordance with the approved AV program and budget. AV system designs are anticipated to be documented as part of the building construction (CD) package. We will provide AV equipment installation plans, AV system line diagrams, AV equipment rack layouts, AV connector panel layouts and other related system details.

During the CD phase we will attend up to two (2) onsite meetings to coordinate the work of the project. We anticipate providing the following infrastructure construction document submittals during the CS phase:

- Two (2) Progress Coordination Submittals
- One (1) DSA Plan Check / Agency Review Submittal
- One (1) Agency Back Check / Permit Submittal
- One (1) Issue for Construction

During the general construction bidding process, we will respond to any questions or requests for information regarding our technology infrastructure and systems design documents.

PROCESS

CONST. DOCS

Technology Infrastructure Progress CD Coordination Submittals (Up to 2 submittals)

Progress CD Coordination Submittal Review & Comments (Up to 2 submittals)

Draft AV Systems Design & Cost Estimate for Owner Review

AV Systems Design Review Meeting (Via web conference)

Draft Security Systems Design for Owner Review

Security Systems Design Review Meeting (Via web conference)

Technology Infrastructure CD Coordination Meeting

DSA Plan Check / Agency Review Submittal

Agency Back Check / Permit Submittal

Final CD Document Submittal for Construction

Bid RFI Review & Response for Technology Infrastructure & Systems Issues

Coordination via Teleconference

CONST. ADMIN. —



CONSTRUCTION ADMINISTRATION

TECHNOLOGY INFRASTRUCTURE

During the CA phase, we will provide ongoing coordination and review of requests for information and changes related to the project's technology infrastructure, structured cabling and security systems design elements. We will make one (1) visit to the project site to review the progress of the work and to verify conformance to the construction documents and design intent. We will submit a written field observation report following the visit.

For structured cabling and security systems, we will review shop submittals from the contractor and, upon completion of the work, perform a final review of the installation and performance test results performed by the contractor. We will document in a punch list any issues or deficiencies found.

AV SYSTEMS

Once an AV systems integrator is under contract, we will provide ongoing coordination and contract administration services to ensure the smooth execution of the work. At commencement of the AV integrator's work, we will lead a kickoff meeting via teleconference to review the project schedule, submittal requirements, and project delivery process. As the work progresses, we will review and comment on requests for information, change requests and the integrator's weekly status updates.

Upon notification from the AV integrator that the on-site installation is substantially complete, we will visit the project site to perform a full verification of the work. We will record any observations or deficiencies in a punch list. When the AV integrator has notified us that all punch list corrections have been completed, we will return to the project site to perform a final verification of the work.

PROCESS

Submittal Reviews for Technology Infrastructure

Submittal Reviews for Structured Cabling & Security Systems

RFI Review & Response for Technology Issues

Technology Infrastructure Field Observation & Reporting (2 site visits)

Structured Cabling Final Verification & Reporting (1 site visit)

AV Integrator Kickoff Meeting (Via telecon.)

Submittal Reviews for AV Systems

RFI Review & Response for AV Systems Issues

AV Systems Onsite Full Verification & Punch List (1 site visit)

AV Systems Onsite Final Verification & Punch List (1 site visit)

Additional Coordination via Teleconference

CLOSE-OUT -



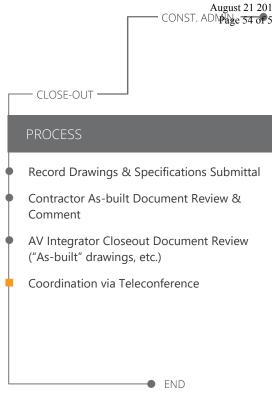
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CLOSE-OUT

Following completion of construction, we will provide record documents consisting of our technology infrastructure construction documents updated to incorporate design modifications made during construction. We will review and comment on technology infrastructure as-built drawings and other close-out documents submitted by the contractor.

Upon completion of the AV systems installation and commissioning, we will review the AV integrator's close-out package, including system as-built drawings, equipment manuals, equipment lists, etc.

No meetings or site visits are anticipated at this stage of the project.





FEES, EXPENSES & HOURLY RATES

For Basic Services proposed, we shall be paid on an hourly basis a total fee not to exceed \$59,400. Expenses shall be reimbursed in addition to fees for services. Fees are itemized below by project phase and technical discipline. For reference, we have included our current hourly rates in the table to the right.

PROJECT STAGE	AV	ΙΤ	Security	TOTALS
SD Technology Program	\$ 1,400	\$ 500	\$ 4,200	\$ 6,100
Design Development	\$ 2,700	\$ 2,200	\$ 6,300	\$ 11,200
Construction Documents	\$ 7,600	\$ 4,000	\$ 12,200	\$ 23,800
Construction Administration	\$ 7,600	\$ 3,100	\$ 4,700	\$ 15,400
Close-out	\$ 1,100	\$ 800	\$ 1,000	\$ 2,900
Fee Totals (not including expenses)	\$ 20,400	\$ 10,600	\$ 28,400	\$ 59,400
Estimated Expenses				\$ 800

HOURLY RATES

Principal	\$250
Senior Project Consultant and Director	\$200
Project Consultant, Senior Designer and Senior Programmer	\$180
Associate Consultant, Designer, Programmer and Commissioner	\$165
Associate Designer, Associate Programmer Associate Commissioner and	
CAD/BIM Support Staff	\$135

EXPENSES

Proposed fees do not include expenses.

We anticipate expenses including mileage, parking and other travel costs for team members to attend meetings and visit the site. These shall be reimbursable to us at our cost.

All document submittals are anticipated to be in electronic format. Should hardcopy documents be requested, expenses associated with document reproduction and delivery shall be considered reimbursable in addition to the stated estimate.



ADDITIONAL SERVICES

Any work beyond that which is described above will be considered Additional Services and will be provided only upon receipt of written authorization by Client. Compensation for Additional Services may be on an hourly basis or for a fixed fee to be negotiated at the time of the request. Additional Services may include, but shall not be limited to, the following:

- Additional in-person meetings to work with Owner, Client or other consultants, or otherwise assist in the project outside of the scope of work delineated above.
- Consulting/design for any active electronic data telecom equipment (e.g. routers, switches, servers, computers/laptops, VoIP/PBX equipment, phone sets, etc.).
- Consulting/design services associated with active electronics for building-wide television signal distribution, including cable television, satellite or other broadband or IP television distribution.
- Consulting/design services to support planning, design or construction of communication infrastructure beyond a 5-foot perimeter of the building footprint, including outside plant (OSP) infrastructure.
- Assessment of existing data/telecom equipment rooms and network or communications systems and infrastructure to determine their adequacy to support planned renovations.
- Supplemental consulting and design effort as may be required to provide an independent AV systems bid package and AV contractor solicitation.
- Supplemental site visits to verify completion of technology systems installation following completion of final verification.

- Supplemental consulting or design effort required to develop the project's designs and construction documents on separate delivery schedules.
- Design, construction documents and construction administration services for systems beyond those noted above in the Executive Summary and Scope Overview.
- Services to support digital signage content development and deployment.
- Consulting or design services associated with a distributed antenna system (DAS) for the building.
- AV systems training or associated planning and management of training to be performed by the AV integrator.
- AV control system software programming services. These services, if requested, would be provided under a separate contract.
- Predictive computer modeling and analysis (e.g. acoustic modeling, RF heat mapping).
- Acoustic consulting services.
- Security consulting or design services associated with renovation of the existing Student Services building.







TERMS & CONDITIONS

- Proposed Fees. Fees herein assume Waveguide is engaged to provide the entire scope of proposed services. Should Client wish to engage Waveguide for some, but not all, of the proposed services, fees shall be subject to adjustment to account for the lost efficiency of distributing the project management burden across proposed disciplines.
- Errors and Omissions. Consultant is not responsible for errors and omissions in drawings and/or data provided by Owner, occupant, architect or other consultants for inclusion in the construction documents.
- 3. Invoices and Payment. We propose to invoice fees and expenses periodically according to services performed. Payments to you by Owner for our services are considered to be held in trust for us by you and are due to us within 10 working days of your receipt of such payment.
- 4. Project Delays. Should this project be delayed for a period of six months or longer, Consultant reserves the right to modify this proposal to reflect any changes or rework that result from such a period of inactivity. Any changes would be treated as an additional service.
- 5. Project Phasing. This proposal assumes a single-phase construction administration effort. Should this project be constructed such that various portions of the technology systems and spaces are brought online in distinct phases, Consultant reserves the right to modify this proposal to reflect any additional design, bidding and/or construction administration activities. Any changes would be treated as an additional service.
- 6. Design Software. Design drawings will be developed utilizing the Autodesk® suite of computer aided design (CAD) software, including AutoCAD Architectural Desktop 2016 for 2D drawings and Revit 2016 for building information modeling (BIM). Navisworks Simulate 2016 software will be used for BIM model review and coordination.

- 7. Level of Development. The Level of Development (LOD) for BIM model content (as defined by AIA Document G202™-2013) shall be as follows for each technical area of proposed services: Communications Infrastructure/Structured Cable: LOD 300; Audiovisual: LOD 400. Modeling of technology infrastructure and equipment elements at higher LOD levels than designated may require significant additional effort for which supplemental compensation may be warranted.
- 8. Building Information Modeling. Where BIM is used for development of project designs and construction documents, BIM model updates shall be limited to a maximum frequency of one (1) update per month during the DD and CD phases. More frequent BIM model updates may be provided upon request as Additional Services.
- 9. Warranty. Consultant warrants his services under this proposal to be exercised in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in his locality under similar conditions. No other warranty, either expressed or implied as to the results to be achieved as a consequence of this project, is made.
- 10. Liability. Consultant's liability to Client relating to this agreement or to Consultant's services under this agreement, except in cases of gross negligence, shall not exceed the aggregate of Consultant's total fee for services under this agreement.

Under no circumstances shall Consultant's liability exceed the limit of his professional liability insurance coverage. The cost of securing additional insurance to meet limits in excess of current coverage amounts will be added to the fee quoted herein as a reimbursable expense and paid by Client.

ACCEPTANCE

If the terms outlined in this proposal are acceptable, please return a signed copy to us to serve as a contract for these services. This proposal is open for acceptance for a period of 60 days from the proposal date after which time the fee and scope will be subject to change. Once accepted, the services of Waveguide LLC may be terminated prior to the completion of the project upon seven days' written notice, and if terminated for reasons other than substantial failure of Waveguide LLC to perform as set forth herein, we shall be paid for services performed and expenses incurred to the date notice of termination is received.

(signature)

HPI Architecture

(print name, date)

Scott A. Walker, CTS-D, LEED AP President, Waveguide LLC





Agenda Item (XII-A)

Meeting 8/21/2018 - Regular

Agenda Item Business From Board Members (XII-A)

Subject Appointment of Individuals to the Measure C Citizens' Bond

College/District District

Funding N/A

Recommended

Action

It is recommended that the Board of Trustees consider the applications submitted by individuals interested in serving on the Measure C Citizens' Bond Oversight Committee and

select one individual to serve in the open category -- Member of a Bona-Fide Taxpayer

Organization--for initial two-year terms.

Background Narrative:

When vacancies occur on the RCCD Measure C Citizens' Bond Oversight Committee (CBOC)—either through resignation or the completion of a member's term—it is the responsibility of the Board of Trustees to select and appoint individuals to fill those vacancies. CBOC currently has openings in one categories: Member of a Bona-Fide Taxpayer Organization. Notices advertising the vacancy were placed on the District website and affiliated social media sites, in local print media, and through direct contact with current and former CBOC members, and local community and business sources. A CBOC applicant matrix and applications are submitted to the Board of Trustees for consideration.

Prepared By: Wolde-Ab Isaac, Chancellor

Peggy Cartwright, AVC, Strategic Communications and Institutional Advancement

Attachments:

CBOC Applicant Matrix_8_21_2018 CBOC Applications 8 21 2018

Applicant Matrix Member Bona-Fide Taxpayers Organization August 21, 2018

Applicant	Bone-Fide Taxpayers Organization	City of Residence	Business Community	College Support Organization	Community Member at-Large	Senior Citizen Organization	Student
Jason Hunter	X	Riverside					

Current Members

Name	Category	Residence
Morrie Barembaum	Community Member at-Large	Corona
Susan Cash	Senior Citizen Organization	Riverside
James Cuevas	Business Community	Riverside
Clark DuPont	Community Member at-Large	Riverside
Raymond Hicks	College Support Organization	Riverside
Jeanette Hazelwood	Student	Moreno Valley

Application for Appointment Citizens' Bond Oversight Committee Riverside Community College District

California law requires certain persons to be represented on the Citizens' Bond Oversight Committee (Committee). Please indicate all Committee designations for which you are qualified:

 Business Representative Company Nam 	
*Active Member of a Senior Citizen Gro	up Group Name:
•Member of a Taxpayer Organization O	rganization Name: Howard Jarvis Taxpayers' Association
•RCCD Student Organization/Student C	Club Org. Name;
 Member of a College Support Organiza 	tion Org. Name:
•Member of the San Bernardino and Riv	verside Counties Central Labor Council
•At-Large Community Member	
If possible, please provide a contact person	and phone number for the organization in which you are
active. The College District may contact the	ese organizations to verify your participation. Attach extra
sheets, if necessary, to complete this applica-	ătion.
General Information:	
Name: Jason Hunter	
Home Address:	
Home Telephone:	B-mail;
Employer Information:	
Name of Employer: Self	
Work Address:	
Work Telephone:	Ê-mail:
	13311
Educational Background (optional: you m	ay attach a resume or additional pages, if needed):
College and/or University: MIT / 1)	inversity of Texas
Degree/Major: SB / MBA	invostry or reads
Certificate/Technical Training:	
PIL STREET, SP. WILLIAM EINSTEIN	
Additional Information:	
	District committee? Yes No If yes, if what capacity?
2. Are you or have you or anyone in your in	imediate family ever been employed by the District? Yes
No If yes, please explain:	modiate ratinty ever occu employed by the DistrictyXes
	ommunity service (e.g., volunteer, civic or youth)
Significations.	W

-	× *
	ualifications:
D	escribe your training and experience in finance, facilities, and/or construction. (Attach a resume or
ac	ditional pages, if needed.) Degree in engineering (civil w/4 or experience), was
0	n small, medium, large (billion + \$) projects - design, and construction
W	languement. MBA with a concentration in finance, 20 years expen
<u>ب</u>	eth medium and large companies working in all aspects of finance
20	· ·
PI	ease answer the following questions:
	How long have you been a resident within the College District? 7 Years 6 Months
6.1	Do you have any family members who now attend (or have attended) one of the RCCD campuses or
ed	ucational centers?Yes VNo If yes, which campus or center:
_	Do you know of any reason, such as a potential conflict of interest, which would adversely affect your
8.V	Vhy you would like to be appointed to this Committee? (Attach additional pages, if needed.)
-	Would like to contribute my time, experience, and energy to me
	al community. I be always telt RCCD has been a tremendous
	sset to the area
Ar	e you a vendor, contractor or consultant of the College District? Yes No If yes, please explain:
0 /	ra you available to offend Committee and in the last of the last o
).E	re you available to attend Committee meetings on weeknights? Yes No If no, please explain.
nini.	
	Certificate of Applicant:
A 1	answers and statements in this document are true and complete to the best of my knowledge and
All	ief.
bel	
bel	mature. Date: 4/5/17

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Agenda Item (XII-B)

Meeting 8/21/2018 - Regular

Agenda Item Business From Board Members (XII-B)

Subject Update from Members of the Board of Trustees on Business of the Board.

College/District District

Information Only

Background Narrative:

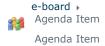
Members of the Board of Trustees will briefly share information about recent events/conferences they attended since the last meeting including any updates regarding the following assigned associations:

- Association of Community College Trustees (ACCT)
- Association of Governing Board of Universities and Colleges (AGB)
- California Community College Trustees and Legislative Network (CCCT)
- Community College League of California (CCLC)
- Latino Trustees Association
- Inland Valleys Trustees and CEO Association
- African-American Organizations Liaison Riverside Branch NAACP
- Hispanic Chambers of Commerce: Corona, Moreno Valley and Riverside
- Chambers of Commerce: Corona, Moreno Valley, Norco and Riverside
- Riverside County School Boards Association
- Riverside County Committee on School District Organization
- Alvord Unified School District Ad-Hoc Committee
- Norco Partnership Ad-Hoc Committee

Prepared By: Wolde-Ab Isaac, Chancellor

Attachments:

None.



Agenda Item (XIII-A)

Meeting 8/21/2018 - Regular

Agenda Item Closed Session (XIII-A)

Subject Pursuant to Title 5, Cal. Code Regs., Section 59338, Regarding Complaint of Discrimination –

Employee Appeal From the District's Administrative Determination – 1 case

College/District District

Funding n/a

Recommended

Action

To be Determined

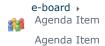
Background Narrative:

None.

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

None.



Agenda Item (XIII-B)

Meeting 8/21/2018 - Regular

Agenda Item Closed Session (XIII-B)

Subject Pursuant to Government Code Section 54957, Public Employee Discipline/Dismissal/Release

College/District District

Funding n/a

Recommended

Action

To be Determined

Background Narrative:

None.

Prepared By: Terri Hampton, Vice Chancellor, HR and Employee Relations

Attachments:

None.