

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE

September 5, 2007 – 5:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: José Medina, Committee Chairperson  
Janet Green, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Debbie DiThomas, Interim Vice Chancellor, Student  
Services/Operations  
Doug Beckstrom, Academic Senate Representative,  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative (Riverside)  
Sharon Crasnow, Academic Senate Representative  
(Norco Campus)  
Tony Torres, ASRCC Student Representative  
Kathleen Sell, CTA Representative  
Gustavo Segura, CSEA Representative

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Agreement with Full Capacity Marketing, Incorporated  
- Committee to review the agreement to receive funds to promote the statewide Center for Applied Competitive Technologies. The term of the agreement is September 12, 2007 through September 11, 2008.
2. Agreement with Riverside County Training Officer's Association  
- Committee to review the agreement to provide fire technology training at The Ben Clark Public Safety Training Center. The term of the agreement is October 1, 2007 through June 30, 2012.
3. Assessing Student Learning Outcomes at RCCD 2000-2007 and Beyond  
- Committee to be presented with a review of the District's current efforts and progress in the area of assessment.
4. Student Services Program Review and Assessing Outcomes at RCCD  
- Committee to be presented with a report on the Student Services Program Review process.

5. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant  
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-1

Date: September 11, 2007

Subject: Service Agreement with Full Capacity Marketing, Incorporated

Background: Presented for the Board's review and consideration is a service agreement between Riverside Community College District and Full Capacity Marketing, Incorporated. In May 2007, the District received funds from the California Community Colleges Chancellor's Office to promote the statewide Center for Applied Competitive Technologies (CACT). The intended use of the grant funds is to market the efforts of the statewide CACT. To that end, Full Capacity has agreed to provide marketing and promotional services for the statewide CACT. These services will include a market position assessment, brand message development, creation of marketing and communication plans, reports, press releases, public relations, web site strategies, monthly tracking report, internal e-Newsletter, webinars and ongoing technical assistance. The term of the agreement is September 12, 2007 through September 11, 2008. Total expenses will not exceed \$89,985.00. Funding source: Statewide Strategic Initiative HUB grant (Fund 12, Resource 1190).

Recommended Action: It is recommended that the Board of Trustees approve the agreement, for September 12, 2007 through September 11, 2008, for an amount not to exceed \$89,985.00, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse  
Interim Chancellor

Prepared by: John Tillquist  
Dean, Technology and Economic Development

SERVICE AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT AND  
FULL CAPACITY MARKETING, INCORPORATED

This Agreement, entered into September 12, 2007 between Full Capacity Marketing Incorporated, hereinafter referred to as the "Service Provider," and Riverside Community College District, whose address is 4800 Magnolia Avenue, Riverside, California 92506, hereinafter referred to as the "The District."

ARTICLE I. TERM OF CONTRACT

1.01 This Agreement is effective to cover activities beginning September 12, 2007, and will continue in effect until September 11, 2008.

ARTICLE II. SERVICES TO BE PERFORMED

2.01 Service Provider agrees to perform the services specified in the "Scope of Services" attached to this Agreement as "Exhibit A" and incorporated by reference herein.

ARTICLE III. COMPENSATION

3.01 In consideration for the services to be performed by the Service Provider, The District shall pay a total not to exceed \$89,985.00, based on District's acceptance and approval of Deliverables 1-6, as listed in Exhibit A. Payment will be made within thirty (30) days of receipt of invoices, which are to be provided to District upon completion of each deliverable.

ARTICLE IV. OBLIGATIONS OF SERVICE PROVIDER

4.01 Minimum Amount of Service. Service Provider agrees to devote its best efforts to performance of the services outlined in "Exhibit A" on behalf of The District.

4.02 Indemnification. Service Provider and The District mutually agree to indemnify and hold each other free and harmless from any obligations, costs claims, judgments, attorneys' fees and attachments arising from, growing out of, or in any way connected with the services rendered to each other pursuant to the terms of the Agreement. The District also agrees to hold Service Provider harmless for claims of liable and slander for information contained in the formal report to The District.

4.03 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.

- 4.04 Treatment of District Information. Service Provider shall regard all District data and information used in the work performed under this agreement as confidential.
- 4.05 Independent Contractor. It is understood that Service Provider is an independent contractor and that no employer-employee relation exists between the parties hereto.
- 4.06 Non-Discrimination. Service Provider agrees that he will comply with all state and federal non-discrimination and equal opportunity regulations for all persons with regard to race, color, religion, national origin, ancestry, sex, physical/mental disability, medical condition, marital status, age, or sexual orientation.

#### ARTICLE V. OBLIGATIONS OF THE COLLEGE

- 5.01 Cooperation of District. The District agrees to comply with all reasonable requests of the Service Provider and provide access to all documents and/or information reasonably necessary to the performance of Service Provider's duties under this Agreement.

#### ARTICLE VI. TERMINATION OF AGREEMENT

- 6.01 Termination Upon Notice. Either party hereto may terminate this Agreement at any time upon 30 days written notice to the other.

#### ARTICLE VII. GENERAL PROVISIONS

- 7.01 Entire Agreement of the Parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by the party to be charged.
- 7.02 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Riverside Community College District

Service Provider

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Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

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Full Capacity Marketing Inc.  
Celina Shands Gradijan  
3525 Del Mar Heights Rd. #296  
San Diego, CA 92130  
(858) 793-6694

Date

Date

Riverside Community College District  
Center for Applied Competitive Technologies

EXHIBIT A  
SERVICES & COMPENSATION

Deliverable/Tactic	Cost
Deliverable #1: CACT Center Kickoff Meeting	\$ 4,285.00
Deliverable #2: Market Position Assessment; Report; Brand Message Development	\$14,795.00
Deliverable #3: Marketing and Communications Plan	\$ 1,805.00
Potential Tactic #1: Logo Guidelines	\$ 2,300.00
Potential Tactic #2: Press Releases and Story Placement	\$10,920.00
Potential Tactic #3: News Media Kit	\$ 6,265.00
Potential Tactic #4: Web site Strategies	\$ 4,310.00
Potential Tactic #5: Primary Audiences Communication Packages	\$ 9,550.00
Potential Tactic #6: Secondary Audiences Communication Packages	\$ 9,550.00
Potential Tactic #7: Public Relations	\$11,250.00
Potential Tactic #8 – Success Story Database	\$ 920.00
Deliverable #4: Monthly ROI Tracking Report	\$ 5,950.00
Deliverable #5: Internal e-Newsletter	\$ 4,585.00
Deliverable #6: Webinars and Ongoing Technical Assistance	\$ 3,500.00
Total Operating Budget	\$89,985.00

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-2

Date: September 11, 2007

Subject: Agreement with Riverside County Training Officer's Association

Background: Attached for the Board's review and consideration is an agreement between Riverside Community College District and Riverside County Training Officer's Association (RCTOA). Riverside Community College District and Riverside County Training Officer's Association have for many years participated in a mutually beneficial, cooperative arrangement regarding fire technology training. RCTOA shall develop lecture and practical application of materials, recommend qualified instructors, develop and present educational support materials, audio-visual and vocational equipment and provide instruction under the supervision of an RCCD instructor. The District accepts student applications, processes enrollment, approves all course content, curriculum, and methods of instruction, and instructors. The term of this agreement shall be from October 1, 2007 through June 30, 2012. Funding source: No cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the agreement, from October 1, 2007 through June 30, 2012, at no cost to the District, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse  
Interim Chancellor

Prepared by: Cordell Briggs  
Interim Dean, Public Safety Education and Training

AGREEMENT FOR  
BASIC FIRE TECHNOLOGY PROGRAM SERVICES

This Agreement is made this 19th day of September, 2007, between Riverside Community College District (RCCD) and Riverside County Training Officer's Association (RCTOA) to provide for fire technology training at the Ben Clark Public Safety Training Center, (hereinafter "CTC").

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement shall be for four years and nine months, commencing October 1, 2007 and terminating June 30, 2012, unless earlier terminated by either party in the manner set forth herein.

Section 1.02. RCTOA may recommend courses or programs to be submitted to RCCD for college credit courses.

Section 1.03. RCCD will approve the course content, course curriculum, and method of instruction. RCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures, and any other services it provides to hourly instructors in the District.

Section 1.04. RCCD will determine minimum class sizes. RCCD may also set a maximum class size and course credit.

Section 1.05. RCTOA agrees to provide written notice to RCCD at least sixty (60) calendar days prior to offering any course, which shall include all relevant course information and proposed course outline.

ARTICLE 2. SERVICES TO BE PERFORMED BY RCTOA

Section 2.01. Instruction by RCTOA shall include the development of appropriate lecture and practical application of materials; recommendation of college level instructors who meet minimum qualifications or equivalent; development and presentation of educational support materials, audio-visual equipment, and vocational equipment to assist with selected lectures, all to be approved by RCCD and under the supervision and control of a District employee who has met the minimum qualifications for instruction in vocational education in a California Community College.



### Course Scheduling

Section 2.02. RCTOA shall provide RCCD with a schedule of all proposed activities relating to said training programs, on or before January 15 of each year, for the subsequent school year (commencing July 1).

Section 2.03. RCTOA and RCCD agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of RCCD as to all academic matters and compliance with educational requirements imposed by law shall be final.

### Course Outlines

Section 2.04. RCTOA shall permit RCCD to have access to its existing current course outlines.

## ARTICLE 3. OPERATIONAL ISSUES

### Student Registration:

Section 3.01. RCCD agrees to process student applications and to enroll students in the Academy. A successful enrollment means that each student has completed an enrollment application provided by RCCD, the application has been delivered to and accepted by RCCD's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.

Section 3.02. A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law.

Section 3.03. RCCD will ensure that ancillary and support services are provided for students (e.g. counseling and guidance, etc.)

### Payment of Compensation:

Section 3.04. RCCD will directly pay all Fire Technology instructional staff who are performing instruction and/or essential services on a basis other than release time from regular employed duties. The rate of pay will be the current hourly rate paid to other RCCD part-time instructors. RCCD has the primary right to control and direct the instructional activities of the instructors.

Section 3.05. RCCD and RCTOA will certify that courses for which FTE apportionment is claimed are not fully funded from any other public or private agency, individual or group.

Section 3.06. RCTOA agrees to pay directly RCCD upon invoice for all student tuition fees

### Student Enrollment

Section 3.07. RCTOA and RCCD will mutually agree upon the number of instructors to instruct the course, the ratio of instructors per student, and the subject area to be taught.

Section 3.08. RCCD reserves the right to cancel the offering of any course in which college credit is awarded. Cancellation must be made to RCTOA ten (10) calendar days prior to the start of the course, and written notice of intent to cancel served to RCTOA indicating reason (e.g. low enrollment, unqualified instructor, etc). RCTOA cancellation(s) must be made to RCCD ten (10) calendar days prior to the start of the course and written notice of intent to cancel served to RCCD indicating reason (e.g. low enrollment, unqualified instructor, etc).

Section 3.09. RCCD will provide Admission forms for each student as described in Sections 3.01 and 3.02 above.

### Hours During Which Services May Be Performed:

Section 3.10. The parties shall mutually agree on the time the classes will be conducted and these items will be set forth in the class schedule.

Section 3.11. Any change of the time or location of class(es) must be submitted in writing ten (10) days in advance and approved by RCCD.

### Cooperation of RCTOA:

Section 3.12. RCTOA agrees to comply with all reasonable requests of RCCD and to provide access to all documents necessary for the performance of RCCD's duties under this Agreement.

### ARTICLE 4. LIABILITY/INDEMNITY

Section 4.01. RCCD will ensure that at the time of registration that all students provide proof of health insurance or purchase the standard College student health coverage.

Section 4.02. RCTOA, its officers, agents, and employees, shall not be deemed to have assumed any liability for the negligence, or any other act or omission of RCCD or any of its officers or employees, or for any dangerous or defective condition of any work or property of RCCD.

Section 4.02(a). RCCD shall indemnify and hold RCTOA, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of RCCD, or upon any act or omission of RCCD, its Trustees, officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCCD shall defend, at its expense including attorney fees, RCTOA, its officers, agents,

employees and independent contractors, in any legal action or claim of any kind based upon such condition of work or property, or alleged acts or omissions.

Section 4.02(b). RCTOA shall indemnify and hold RCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCTOA, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and RCTOA shall defend, at its expense including attorney fees, RCCD, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

#### ARTICLE 5. OBLIGATION OF RCCD

Section 5.01. RCCD agrees to process the completed enrollment applications described in Section 3.01 for the purposes of obtaining financial support from the State of California.

Section 5.02. RCCD shall provide current course outlines for each course making up said training programs, and shall take steps to keep its college catalogue current with regard thereto.

Section 5.03. RCCD shall schedule all portions of said training programs which have been approved by RCTOA to be part of the course offered by RCCD, and which have also been approved by RCCD's Curriculum Committee and its Board of Trustees, and which have been published in the current college catalogue.

#### ARTICLE 6. TERMINATION OF AGREEMENT

Section 6.01. Either party may terminate this Agreement with 60 days written notice. With exception are courses to be paid by both parties which are fully enrolled or in progress and shall be completed as provided for herein.

## ARTICLE 7. GENERAL PROVISIONS

### Notices:

Section 7.01. Any notices to be given herein by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days after mailing. Notices may be mailed as follows:

Riverside Community College District  
Aaron S. Brown, Interim Vice Chancellor  
Administration & Finance  
4800 Magnolia Avenue  
Riverside, CA 92506

Riverside County Training Officer's Association  
Mike Jennings, President  
41825 Juniper Street  
Murrieta, CA 92562

### Partial Invalidity:

Section 7.02. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law:

Section 7.03. This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.

IN WITNESS WHEREOF, the undersigned warrant that they are duly authorized representative of the parties hereto with all powers required to execute this Agreement of the dates indicated below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Aaron S.Brown, Interim Vice Chancellor  
Administration and Finance  
4800 Magnolia Ave.  
Riverside, CA 92506

RIVERSIDE COUNTY TRAINING OFFICER'S ASSOCIATION

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Mike Jennings, President  
41825 Juniper St.  
Murrieta, CA 92562

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-3

Date: September 11, 2007

Subject: Assessing Student Learning Outcomes at RCCD: 2000-2007 and Beyond

Background: Presented for the Board's review and consideration is a report by District Assessment Coordinator, Arend Flick. Dr. Flick has concluded a comprehensive review of the District's student learning outcomes assessment processes and practices. He will provide a review of his findings, including: a brief overview of outcomes assessment, RCCD's assessment history, and next steps. The report includes a review of the District's current efforts and progress in the area of assessment, and what it will need to do in the future to remain a leader in the state's assessment movement.

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Kristina Kauffman  
Associate Vice Chancellor, Institutional Effectiveness

# Assessing Student Learning Outcomes at RCCD: 2000 – 2007 and Beyond

A Report to the Riverside Community College District Board of Trustees

Arend Flick  
District Assessment Coordinator and Associate Professor, English  
September 4, 2007

## Introduction

In October, 2007, RCCD will host a week-long visit from representatives of the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges. The visiting accreditors will have carefully read the three self-studies which describe and evaluate who we are, and which establish our planning goals in light of the needs we have identified. The team will examine some of the evidence we have collected in support of our claims about how our institution operates. They will drop in on our offices, facilities, and classrooms. And they will talk with many of our faculty, students, and staff. We expect that our accreditation will not only be renewed but that we will gain approval for status as separate colleges in a multi-college district. We have worked long and hard to fulfill this aspiration.

The chief question likely to be asked all of us by the visiting team members is “how does your college assess student learning outcomes?” Anyone who compares the ACCJC’s accreditation standards since 2002 with the standards under which RCCD was last accredited will notice a dramatic change in emphasis in what the commission now regards as an exemplary community college, such as we aspire to be. The standards under which we were reaccredited in 2000 focused on educational “inputs”—on general topics regarding institutional mission and integrity, educational programs, faculty and staff. The weight of those standards fell on the college’s resources (number of books in the library, number of full-time faculty, etc.), its goals and objectives, its methods of operation. The new accreditation standards, by contrast, focus almost entirely on “outputs”: not on what the college does (or tries to do) but on what its students can be *shown to have learned* as a result of their experience at the college. “The primary purpose of an ACCJC-accredited institution,” the new standards begin, “is to foster learning in its students.” The standards go on to say that an effective college “ensures that its resources and processes support student learning, continuously assesses that learning, and pursues institutional excellence and improvement.” The phrase “student learning outcomes” is one of the six core themes of the new standards, and it is repeated, as a kind of leitmotif, throughout the document. Its prominence reflects a dramatic change in how higher education has been asked to understand—and even constitute—itsself in the new millennium, so dramatic, in fact, that some have referred to it as a paradigm shift.

This report will try to provide an answer to the question “how does RCCD assess student learning outcomes?” It consists of three sections. The first offers a brief overview of outcomes assessment in general: describing what it is, why colleges have been asked to engage in it, and why many of us at RCCD believe it is good practice even absent any external mandate to do so. The second section consists of a short history of outcomes assessment at RCCD, since formal efforts began in fall, 2000. The concluding section outlines the probable future course of outcomes assessment at RCCD. The interested reader can locate more detailed histories of, and documents pertaining to, assessment at RCCD at <http://www.rcc.edu/administration/academicaffairs/effectiveness/assess/index.cfm>.



## A Brief Overview of Outcomes Assessment

Outcomes assessment is any systematic inquiry whose goal is to document learning and to improve the teaching/learning process. It can be understood more precisely as a three-step, recursive process in which we

1. *Identify what we want students to be able to do, know, or think at the end of a unit of instruction* (that is, identify the *student learning outcomes, or “SLOs”*). “Units of instruction” can range from institution-level patterns of learning, like general education, to narrower levels like particular degree or certificate patterns—and even more specific levels like particular courses or components of courses. Learning outcomes (in contrast to teaching objectives) emphasize application of knowledge. A biology teacher, for example, may desire that her students become familiar with the scientific method. That is a teaching objective. A student learning outcome, on the other hand, might be that, at the end of the course, students can demonstrate an understanding of scientific method—perhaps by being able to classify at least eight of ten proposed hypotheses as either testable or not testable. This shift is not merely semantic. It cuts to the heart of how teachers teach and students learn, and how colleges evaluate their own effectiveness.
2. *Determine the extent to which they can do or know those things.* Legitimate assessment methods range from the traditional (use of standardized tests, examination of essays or performances) to the more innovative (surveying students themselves about self-perceived learning gains, use of portfolios, evidence drawn from employer satisfaction levels or transfer rates). Assessment often involves a second look at work done by students inside classrooms, with results aggregated across classes and even across courses to evaluate learning in those courses and programs. Outcomes assessment has little or no interest in evaluating the individual student or teacher.
3. *Use this information to document learning gains and to improve learning in areas where it has been found to be deficient.* Assessment must strive to be recursive because a new cycle is needed to test whether changes (in pedagogy, curriculum, support services, etc.) suggested by earlier data have worked—whether they produce demonstrable improvement in learning.

A more formal definition of outcomes assessment, from assessment theorist Trudy Banta, is “the systematic collection, review, and use of information about educational programs undertaken for the purpose of improving learning.” ACCJC calls assessment more simply the “methods that an institution employs to gather evidence and evaluate quality.” Whatever our definition, the process of doing outcomes assessment always involves evidence collection, evidence analysis, and use of analysis for improvement.

Most good teachers, of course, practice informal methods of outcomes assessment all the time. When they lecture for a half hour, probe for understanding by asking the class questions about what’s been covered, discover that too many students are confused, and then re-teach the

lesson (ideally in a different way), they are “doing assessment.” (Grading alone is not, strictly speaking, the same as outcomes assessment, since grading tends to focus on the performance of the individual student. But when a teacher looks at the performance of her class as a whole on a particular assignment, and makes adjustments in her teaching methods in light of those results, she is doing something that resembles outcomes assessment.) Systematic outcomes assessment focuses on broad patterns of student learning: not so much on how (or whether) an *individual* student learns, but on how *all* the students in, say, English 1A at RCCD learn, or how all the students in the RCCD Dental Hygiene certificate program learn, or how all the students who complete the 23 units of general education at RCCD learn.

Outcomes assessment has two broad purposes. The first is to document the learning that does take place in classes, programs, and institutions as tangibly as possible. Assessment is (or, perhaps more precisely, is now being used as) a form of accountability. Ever-more-urgent calls for accountability from accreditors and legislators, as well as from more local stakeholders like taxpayers, employers, parents, and students themselves, make it increasingly necessary that colleges devise effective ways of demonstrating what kind of learning occurs within classes and programs. Simply pointing to the number students a college graduates, the number of faculty it has, the degrees its faculty hold, the reputation of the universities from which its faculty have obtained their degrees, the number of publications its faculty have produced—these traditional methods of establishing effectiveness no longer suffice. Some faculty (and indeed some institutions) understandably feel insulted by assessment-as-accountability; they believe that they’ve demonstrated sufficiently that their students are learning simply by *pronouncing* that students are learning through the traditional processes of giving passing grades and conferring degrees. Assessment-as-accountability asks for more objective, more clearly evidence-driven measures of demonstrating student achievement. The good news is that, in contrast to the U.S. K-12 system, colleges and universities have been given a great deal of freedom in how they define their own student learning outcomes and devise methods of assessing them, with no real call for standardizing the process. (The recent Spellings Commission Report on the future of U.S. higher education recommends that colleges consider the use of nationally normed tests to assess core competencies like writing and critical thinking ability, but it stops well short of mandating it.) Psychology instructors at RCCD, for example, can collaboratively define SLOs for Psychology 1 without any requirement that they be the same as the Psych 1 course at Chaffey or Mt SAC, and they are encouraged to choose their own assessment methods, whichever ones they think best fit their culture and needs. No one yet at the state or national level is seriously calling for a standardized test for all American introductory psychology courses. Accountability is not necessarily the best, and it is certainly not the only, reason to engage in outcomes assessment. But it’s a force that keeps assessment a significant feature of just about every American college and university today.

The second important reason for doing outcomes assessment is self-improvement. When the American Association of Higher Education convened its first national conference on assessment in 1985, it was not in response to calls for accountability, which were then in their infancy. It was because a number of forces were coalescing in higher education (and in organizational theory in general) that made systematic efforts to evaluate and enhance the effectiveness of programs (and colleges in general) possible for the first time. The burgeoning assessment movement drew on a number of scholarly traditions in the social sciences, among

them what Peter Ewell calls “a particular application of educational and developmental psychology” that produced, in the 60s and 70s, a series of longitudinal studies in how colleges transform students and thus add value to their lives (“value-added” was a term coined and a concept studied by for the first time in the mid-70s). Outcomes assessment emerged from these traditions along with other quantitative evaluative methods in higher education like strategic planning and program review. When we generate information about how well our students are achieving learning outcomes, we do so partly to document the learning that does take place (i.e., for accountability), partly to assist in planning and resource allocation, but largely to identify problem areas in our curricula and teaching so that improvement is possible.

There are, then, both extrinsic and intrinsic reasons for doing assessment. Accreditation standards require that colleges and universities assess learning, and systematic assessment efforts probably begin at most colleges, as they did at RCCD, because of those requirements. But ideally, as faculty and administration actually engage in cycles of assessment, particularly within disciplines and programs that matter most to them, they begin to recognize the intrinsic value of doing assessment—of identifying problem areas in student learning and working to improve learning in those areas. Assessment, a form of scholarly inquiry into how students learn, ought to interest all teachers. Done well, assessment takes guesses and hunches about student learning, anecdotal and sometimes entirely erroneous impressions about where students are succeeding and where failing, and converts them into real knowledge—knowledge that reassures us and external stakeholders that much learning is taking place, but also pinpoints shortcomings so that we can begin to address them.

Some critics of assessment think it’s a pedagogical fad, likely to disappear and be replaced by other educational “flavors of the month” before very long. But if assessment is a fad, it’s one of the longest-lived fads in American educational history. At its core, outcomes assessment involves looking for evidence about patterns of student learning achievement in an effort both to document and improve that learning. It’s likely that the specific methods we employ in doing assessment will evolve in the coming years. But it seems highly unlikely that the need to think deeply about the learning outcomes we want for our students, to examine methods by which those outcomes might be achieved, to gather evidence about whether our students are achieving these outcomes, and to use this evidence for improvement will somehow mysteriously vanish.

#### RCCD Assessment History: 2000 – 2007

RCCD has always been committed to student learning, but its systematic efforts to assess learning date from fall, 2000, with the formation of a district assessment committee (DAC), charged with the responsibility of developing and implementing a comprehensive assessment plan for the three-campus district. The committee, co-chaired by the Associate Vice President (now Associate Vice Chancellor) for Institutional Effectiveness and the district assessment coordinator (a faculty member with 50% reassigned time), has met monthly for the past seven years. The committee consists of 10-15 faculty and staff members, and (whenever possible) at least one student member, many of whom have served since its inception. All have worked diligently to understand assessment (as a methodology, it suffers the fate of sounding like some

things it is not, of being more difficult to grasp than it first appears to be) and to contribute actively to decision-making processes.

DAC spent much of its time during the first two years of its existence engaged in a thorough study of the outcomes assessment literature (meetings often resembled a graduate-level seminar in educational theory), visiting other nearby colleges to try to learn from their successes and mistakes, and considering alternatives in how to proceed with outcomes assessment as an institution. We understood that RCCD would eventually have to assess learning at the course, program, and institution levels, but we noted that a number of colleges who began too ambitiously, trying to define and assess broad, institution-level outcomes, stalled in their effort actually to assess those outcomes—much less use assessment data for improvement. Accordingly, DAC decided to begin more modestly, by sponsoring a series of pilot projects in which faculty were invited to develop classroom-based assessment plans. (Eventually, in 2002-3, some 10 faculty members were paid \$3000 each to attend a series of workshops on assessment, develop and implement an assessment project, and report on how the results of the project impacted teaching.) These projects led to other, unfunded projects (for example, an English 1A project provided a model for later cycles of assessment of all English composition courses at RCCD which continues to be used today). The decision to begin with these projects had two other, related virtues. First, it was consistent with what DAC saw as its core educational mission: the projects were the first in a long series of efforts by the committee to teach members of the RCCD faculty—through workshops, retreats, visits to discipline meetings, a newsletter, a website, etc.—what assessment is and how best to practice it. Second, it was an expression of DAC's commitment to assessment as a faculty-driven process—not one that was imposed upon them. (The committee recognized that unless the teaching faculty came to embrace assessment as intrinsically valuable, they would be unlikely to *use* assessment data for the ameliorative purpose that is assessment's *raison d'être*.) DAC has tried consistently to emphasize to faculty the *value* of doing assessment over the *necessity* of doing so, and has thereby generated a level of acceptance (though that acceptance is certainly not universal among the RCCD faculty) and participation that many other California community colleges appear to lack.

In the five-year period between 2002 and 2007, DAC developed and helped to implement a systematic assessment plan for the district. DAC has worked with the Program Review committee (PRC) to require that all disciplines at RCCD be required to define, and put into operation, a discipline-based assessment plan, focusing on completing cycles of course-based and/or program-level assessment. DAC assists disciplines with their assessment efforts and recommends approval of (or returns for further work on) their assessment plans. In 2007, DAC helped to develop a new annual Program Review update requirement (comprehensive program review self-studies are now done by each of RCCD's 50 disciplines every four years) in which disciplines detail their assessment activities over the previous year. DAC also collaborated with the RCCD Curriculum committee in 2004 to develop a new course outline of record (COR) template that requires disciplines to define SLOs for each course and map each SLO to specific methods of evaluation and teaching. By late summer, 2007, virtually all RCCD courses will have updated CORs with SLOs. Assessment data have been generated and used for improvement in more than 50 courses (among them such heavily enrolled courses as Math 52, Biology 1, Spanish 1, CIS 1A, Business 10, Accounting 1A, and the entire English composition sequence), and a number of programs in the occupational education disciplines have been fully

assessed. Course-based assessment projects have led (or are leading) to improvement in student learning in a number of very specific ways:

- Assessment projects in Nursing revealed to the faculty that students needed additional practice with (and testing of) dosage calculations. Teaching in this area has been modified and new dosage calculation problems have been added to all tests and to the final exam.
- English faculty have been able to document student success in the writing of paragraphs by English 60A students and short essays by English 50 students. Two cycles of assessment readings have revealed, however, that English 60B students continue to have difficulty moving from essay to short-essay composition and that too many English 1A students do not demonstrate competency in the use of source citations and Works Cited pages in their research papers. The discipline has developed course handbooks with sample syllabi, assignments, and graded papers to distribute to all instructors as a way of making expectations for these courses clearer.
- Telecommunication faculty examined sample student video segments against a scoring rubric and discovered a need to increase course content on the production planning process. They have also determined, as a result of their assessment work, to add a new introductory course on this process as a way of ensuring that students enrolled in the telecommunications program achieve this outcome.

Program Review is thus the single greatest stimulus to outcomes assessment at RCCD—eventually, it should lead to complete assessment cycles for all 1900+ RCCD courses and 150+ programs.

Assessment results as documented by Program Review reports will now, beginning in 2007, be a factor in strategic planning processes—including budget allocation decisions made by committees on each of the three campuses. This is nothing less than a watershed moment in the life of an institution that aspires to the kind of student-centeredness and evidence-driven planning we have long envisioned.

DAC has also developed SLOs for General Education (GE), one of the chief institution-level programs RCCD must assess. A two-year process in developing and modifying these outcomes culminated on December 12, 2006, when the Board of Trustees unanimously approved these outcomes for GE. We are now actively engaged in assessing those outcomes and in modifying existing GE requirements to ensure that students achieve them. In 2004 and 2006, DAC arranged for the Community College Student Experience Questionnaire (CCSEQ) to be administered to around 1000 RCCD students, which provided us with critical insight into which academic competencies our students believe they are achieving and which they consider themselves deficient in. (A great deal of research suggests that students can be reliable sources of information about their actual learning gains when they are asked about what they think they have learned.) In 2006, DAC worked with the Office of Institutional Research to develop and administer a survey to graduating RCCD students about their achievement of the specific RCCD GE outcomes; the survey was repeated in 2007. DAC has begun direct assessment of these

outcomes in 2006-7 in a pilot project focusing on critical thinking skills of students in 12 different courses students typically take for GE credit. A subcommittee of the district Academic Senate has also begun work on realigning GE course requirements in light of the new GE outcomes.

RCCD has also been particularly successful in conducting outcomes assessment of its Student Services areas. SLOs or SAOs (service area outcomes) have been developed for virtually all areas, from counseling to food services, with much of the work done in a series of retreats and workshops led by the Associate Vice Chancellor, Student Services. Most student service areas have used assessment data for improvement in programs or services, described in detail in Student Service's annual program review self-study. Assessment of Student Services is a "last frontier" at many other colleges, and RCCD can take pride in the fact that it has already done such extensive work in this area.

Several other sites in which robust forms of (or contributions to) outcomes assessment are taking place at RCCD deserve mention:

- The PRC has developed an Administrative Unit Program Review process that will require these units to define and assess administrative outcomes beginning in 2007 with a project they believe will improve the quality or efficiency of their primary service area. For example, the office of institutional effectiveness will launch an assessment of its program review processes to determine if they can be made more efficient and even more meaningful. Very few community colleges in California have reached this stage in their assessment efforts.
- Since 2003, RCCD has been a recipient of a Title V grant, intended to improve student success for low income, high risk and Hispanic students through innovative interventions involving instruction, student services, and/or learning support services. It was funded over a five-year period with the objective of initiating institutional change through data-supported evidence of success by targeted students involved in the various Title V interventions. One of Title V's major contributions to assessment was in its funding of Outcomes Assessment Specialist (OAS) positions at each of the campuses. In addition to providing data support to all of the interventions, the OAS job description identifies a key function as "assisting disciplines with the development, collection, analysis, and interpretation of student learning outcomes data." Through the years, Title V assessment activities have included active participation in DAC, presentations to faculty and facilitated discussions on student learning outcomes, attendance at various assessment conferences, helping in the creation of the general education outcomes list, individual work with faculty in developing surveys related to SLOs, and consultation on research design and institutional effectiveness issues including benchmarking for the first time in the district.
- 4faculty.org, a web-based series of training modules for community college faculty develop in and maintained by the RCCD Office of Faculty Affairs, provides instructors with advice on creation of student learning outcomes, assessment methodologies, and teaching techniques to improve student learning. . 4faculty added a module on Student

Learning Outcomes in fall of 2005. The most widely read module in 4faculty is about syllabi creation, which guides faculty through a step-by-step process of how to develop learner-centered SLOs.

- In 2000-2001, as part of a Pew Grant for Course Redesign and Title III Grant, the RCCD mathematics discipline redesigned its Elementary Algebra as a student-centered course incorporating new teaching strategies, technology, and tutoring to promote active, student-centered, individual and group learning. The discipline refined the Elementary Algebra student learning outcomes and developed a comprehensive course-based assessment project. Peter Ewell, a well-known assessment expert, commended the final assessment report for the Pew Grant project. Even after the grant period ended in 2003, the assessment project continues with a total of six years of data at the time of this writing.

RCCD is increasingly seen as a leader in outcomes assessment among California community colleges. The present and former district assessment coordinators help coordinate the annual *Strengthening Student Success* conferences on assessment research and methodology, co-sponsored by the California Partnership for Achieving Student Success (Cal-PASS) and the Research and Planning Group of California, targeting higher education faculty in California. (Some 500 CA CC faculty are expected to attend the conference in San Jose this fall.) The present district assessment coordinator has consulted on assessment for a number of other colleges and universities and writes frequently for the RP Group Assessment listserv, which a former AVC-Institutional Effectiveness at RCCD co-founded. RCCD has granted a sabbatical leave during the 2007-8 academic year for a faculty member to study general education assessment techniques and develop a model for the use of electronic portfolios of student work to document and allow for assessment of student learning. When the Board of Trustees voted to approve RCCD's learner-centered curriculum model in fall, 2003, then, it institutionalized the district's long-standing commitment to student learning that these past seven years of vigorous assessment activity further serve to confirm.

### Next Steps

While RCCD can be proud of its work in outcomes assessment over the past seven years, a great deal of work remains to be done if we are to be a truly student-centered institution. We can take pride in the commitment of time and resources to our assessment work so far, but additional time, and additional resources, must be dedicated to this work in the next seven years. Barbara Beno, the executive director of ACCJC, has said that she believes it will take most California community colleges 10 – 15 years to fully institutionalize assessment processes. Others in the state have called assessment an “unfunded mandate”—or at least an insufficiently funded one. We have much to lose if we do not fully implement a comprehensive assessment plan—including the risk that if we do not do assessment well enough ourselves, it will be done to us, as has been the case with our K-12 counterparts.

By 2012, when the three colleges of the Riverside Community College District begin planning for another accreditation visit, RCCD should have a fully implemented assessment process in place, some of whose features must include

- Completed course-based cycles of assessment done routinely by all disciplines, with assessment data used both to document the learning that does take place in our courses but also to improve learning in areas where SLO achievement is deficient. Disciplines will produce comprehensive Program Review self-studies every four years that detail their assessment plans, and annual PR updates that report on assessment results. Assessment results, as reflected in annual and comprehensive reports, will drive resource allocation and planning processes at all three colleges. All of our nearly 2000 courses will have been assessed at least once. Adjunct instructors (many of whom teach single-section courses that no one else teaches) will be actively involved in the process.
- Completed program-based cycles of assessment for all RCCD programs, including the more than 150 certificate programs in Occupational Education, but also such interdisciplinary programs as Honors, Education Abroad, Basic Skills, etc. SLOs for these programs will have been defined, assessment methods identified and implemented, results analyzed and used to document and improve learning.
- Completed cycles of institution-level assessment, including the various A.A. and A.S. degree patterns and general education. RCCD will be able to demonstrate, using assessment techniques, that all students completing the GE required courses will achieve GE SLOs. Mapping of GE courses to GE outcomes will have been completed, and assessment of GE-approved courses in terms of those outcomes will also have taken place.
- RCCD as a truly evidence-driven institution. It will (to paraphrase the accreditation standards) consistently and systematically provide the means for students to learn, assess how well learning is occurring, and strive to improve that learning through ongoing and integrated planning.

Achieving that kind of culture will take the dedication of all faculty and staff, but also of the Board itself. We need to continue to educate ourselves about assessment and develop ways of assessing learning that genuinely bring about improvement. But this will require additional resources, even though no district in California has a surfeit of resources.

To conclude with several examples of the kinds of challenges we face, most colleges and universities in the U.S. are moving away from standardized tests as assessment instruments because they may not capture the learning actually taking place on particular campuses, because students cannot be effectively motivated to take them seriously, and because teachers are typically not inclined to trust the results they generate as evidence that improvement is warranted. But more effective assessment methods—particularly embedded forms of assessment in which faculty take a second look at work students do in their classes that has been assembled into portfolios—may be significantly more expensive. Assessment is only one of many places where cheaper is perhaps not better. A further expense is likely to be the cost of more aggressively involving the hundreds of RCCD adjunct faculty in assessment processes, reimbursing them for the time they must put into SLO identification, COR revision, assessment



implementation and analysis. Another expense would follow from increasing our commitment to professional development for all faculty. Assessment theorists repeat the phrase “assessment results must be used for improvement” almost as a mantra. But improvement requires, among other things, that teachers be given more opportunities to learn to teach in ways they have never taught in before. Dedicating more resources to teach our teachers how to teach more effectively would be a hallmark of a comprehensive assessment program at RCCD. The good news is that we are at least halfway there already.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING

Report No.: VI-A-4

Date: September 11, 2007

Subject: Student Services Program Review and Assessing Outcomes at RCCD

Background: Presented for the Board's review and consideration is a report by Interim Associate Vice Chancellor of Student Services, Monica Green on the Student Services Program Review process. In Summer 2005, Student Services began incorporating Service Area Outcomes (SAOs) and Student Learning Outcomes (SLOs) into the Program Review Process as a means of continuing to improve and evaluate services provided to students and in accordance with current accreditation standards. Dr. Green will describe the development of this process and will present an overview of outcomes assessment in student services areas, including a student services exemplar in applying outcome assessments and system leadership for assessing outcomes.

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Monica Green  
Interim Associate Vice Chancellor, Student Services and Operations

## Student Services Program Review and Assessing Outcomes at RCCD: A Brief Report

### *History*

The Riverside Community College District is a leader among community colleges in program review and in the assessment of student learning outcomes in student services as evidenced by numerous requests for RCCD Student Services administrators to present on these topics at other colleges and at various State and national conferences. At the most recent Statewide Student Services All Directors Training, seven RCCD student services staff members participated in a panel discussion facilitated by Dr. Debbie DiThomas, Interim Vice Chancellor of Student Services. Dr. DiThomas is a leader in the development and implementation of a student services program review model that has been shared with student service leaders across the State.

RCCD's student service areas have participated in an annual program review process for several years in a collaborative effort to enhance programs and services offered to our diverse student population. In an immediate response to adhere to the new accreditation standards, student services began incorporating the concept of student learning outcomes (SLOs) and service area outcomes (SAOs) to the program review process in the spring of 2005.

To facilitate our response to the new accreditation charge, service area leaders were invited to bring three of their staff members to participate in a two-day planning retreat in the spring of 2005. The retreat provided a comprehensive overview of the new accreditation standards and training in assessment outcomes. The first day of this retreat was devoted to acquiring knowledge, understanding and practice in the writing of SLOs. The second day, the group had the opportunity to investigate various assessment methods available to them for evaluating SAOs and SLOs. The final activity in which the group participated was the development of a timeline and the delineation of staff responsible for the four segments of their service area program reviews: (1) development of the program review incorporating the SLOs; (2) implementation of interventions to address these SLOs; (3) implementation of the assessment process to evaluate the effect of the interventions on the SLOs; and (4) utilization of these results to make informed decisions and improve programs and services. During the course of the 2005-2006 academic year, the student services areas participated in continuous dialogue, and these four phases were implemented. *Riverside Community College District's Student Services Program Review Fall 2005* was bound for distribution in the spring of 2006 and provided evidence of student service assessment outcomes across the district.

In this past academic year, there was greater effort in integrating the student services program review process with the District Strategic Planning Process and preparing the service areas to move to a three-college district. The *Student Services Program Review Background and Guidelines* for 2006-2007 was modeled from the District's instructional and administrative unit program review process. The models incorporate similar structures to be more functional in

District strategic planning. Each campus is now responsible for generating its own comprehensive student services program review. This last year involved the incorporation of the final phase of outcomes assessment with the data to make appropriate changes to improve our programs and services. In the next academic year, the student services program review process will focus on training and guidance in enhancing data analysis and documenting a rich interpretation of findings. Overall, student service areas are skilled at collecting data and implementing informed program enhancements; however, there needs to be greater emphasis placed on data analysis. The information documented in the student services program review process guides the dialogue around program effectiveness and the budget allocation decision-making process.

### *Outcomes Assessment Overview*

Enhancing the effectiveness of student service areas and the accreditation standards drive outcomes assessment in student services. In figurative terms, the letter of the law, or the accreditation standards, necessitates the systematic assessment of our student support services. The spirit applied to outcomes assessments is the mission to improve student services effectiveness. RCCD's student services areas have a continuous cycle of developing and evaluating their assessment data for program or service improvement. At many other colleges, the student services assessment paradigm is on student satisfaction or student headcount. RCCD's outcome assessment emphasis is on what students do and know rather than what or how the student service areas provide a service or program. For the last two years, student service leaders and staff have actively participated in staff development retreats, trainings, and staff meetings devoted to the outcomes assessment process and discussion targeting how student services affect student learning. The outcomes assessment model is a four step process includes: (1) the articulation of goals; (2) the gathering of evidence; (3) interpretation of findings; and (4) the utilization of results for program and/or service improvement. With each year of program review, our service areas learn more from their experience and apply this knowledge to continue to serve as best practices role models for other colleges.

### *Outcome Assessment Exemplar*

The following is a student service exemplar in applying outcome assessments. This is only one of many examples found in the 2006-2007 Student Services Program Review. The student service areas provide a detailed area overview including a summary, mission statement, philosophy statement, objectives, strengths/accomplishments, areas of concern/needs, and the student learning outcomes and/or service area outcomes. The following student learning outcome assessment, data analysis, and implication reflection led to program improvement:

- *Derived from the Norco Campus 2006-2007 Student Services Program Review*
  - *Disabled Student Programs and Services mission:* To empower, support and encourage students with a disability as they strive to attain their educational goals

by providing appropriate, comprehensive, reliable, and accessible services to students with qualifying documented disabilities who request services.

○ *Step 1: Goal Articulation*

*Student learning outcome:* Students will understand the accommodations/services for which they qualify, how those accommodations help compensate for their disabilities, and how to access those accommodations/services within DSP&S guidelines, as this knowledge is critical to DSPS students' academic success.

○ *Step 2: Gather Evidence*

*Assessment condition:* The DSPS student learning outcome survey was administered to nine (9), random, veteran qualified students to determine their level of understanding of the accommodations/services for which they qualify due to their disability and how to access those accommodations/services within DSPS guidelines.

A pre-test, Survey A, was devised that asked qualified students to answer three (3) questions:

1. Name the services for which they qualify. The services were listed and students were to circle their answers;
2. The second part of Survey A asked the students in a qualitative fashion to explain how those services can help them with their disability;
3. The third questions asked students in a qualitative fashion to tell us how to access those services properly.

After the student completed Survey A, the named responsible personnel immediately performed an in-depth review of what services for which that student qualifies and how those services can give support to their particular disability. We also reminded the student how to access their services.

After the review by personnel, the student was asked to complete a post-test, Survey B, which is identical to Survey A.

Lastly, Survey C, asked the students if they felt it was helpful to review their accommodations and necessary to review them in order to have a better understanding of their services and their usefulness. There were 3 (three) questions in a "Yes or No" format.

○ *Step 3: Interpret Findings*

*Data analysis:* There were nine (9) surveys used for results. Four (4) surveys were thrown out due to inconsistent forms and missing data.

When comparing the first part of Survey A and B, the results showed a slight improvement. On Survey A, students circled 32 "wrong" answers (services for which they do not qualify) and circled 25 "wrong" answers in Survey B. Thus, the "wrong" answers decreased from Survey A to B by 14%. This reflects a slight

improvement in student understanding of the services for which they previously thought they qualified.

Secondly, On Survey A, students circled 51 “right” answers (services for which they did qualify) and on Survey B they circled 65 “right” answers. This is an improvement of 12% from Survey A to B.

Question #2 on Survey A and B asked students to explain how their services help them in the academic setting. On Survey A, two (2) students were incorrect in their explanation of how their services can help them and seven (7) were correct. On Survey B, one (1) student was incorrect still in their explanation of how services can help them, but eight (8) were correct. Thus, only one (1) student out of nine (9) did not improve on this question. However, the majority of the respondents (78%) were correct on Survey A and 89% were correct on Survey B.

Question #3 on Survey A and B asked respondents to explain how and where they must go in order to obtain their services. On Survey A, only 1 (one) student answered this question incorrectly, thus 89% were correct. On Survey B, all students answered this question correctly (100%).

The three (3) questions on Survey C were all answered “yes” (100%). Thus, all students felt that an in-depth review of their services was necessary in order to have a better understanding of the services for which they qualify, how to obtain them, and actually use them.

When students enter the DSPS program staff conducts an hour-long session in which staff gives them a large quantity of information. It was often thought that the “intake” contained too much information for anyone to remember and thus utilize effectively. It appears as though that this assumption was correct. But it was also discovered that reviewing the services and accommodations in the manner of the survey was not a very effective way of having them learn the services either.

- *Step 4: Results Lead to Improvement*  
*Recommended improvement:* When students enter the DSPS Program one-hour long sessions are conducted where the students are given a large quantity of information. DSPS staff have often thought that the “intake” contained too much information for anyone to remember and thus utilize effectively. It appeared as though this was a correct assumption; however, it was we also discovered that reviewing the services and accommodations in the manner of the survey was not a very effective way of having them learn the services either.

The results of the first part of Surveys A and B did not improve as much as DSPS staff had hoped. The hypothesis was that students would have a much greater understanding of their services after an in-depth review. The results of this survey

appear to reflect that an in-depth review of accommodations does not necessarily improve highly a students understanding of the accommodations for which they qualify. However, there could be a few reasons for this finding. The survey may be flawed in its use of verbiage for the questions; perhaps some students did not understand the questions. However, they could ask to have any question explained to them and we felt we used straightforward wording when constructing the surveys. The sample size was small (N = 9). There could be other possible flaws as well discuss more in the end of this section.

However, survey Questions #2 and #3 showed that most students have an understanding of how the services they use are helpful to them in the academic setting and that all students surveyed know where to go in order to obtain these accommodations properly. This finding is encouraging.

In reflecting on the first part of the survey results, from a student success perspective, the manner in which this study was conducted might only be reflecting the capacity of a student's short-term memory. When asked to complete the survey, the students circled which services they qualified for, reviewed their specific disability information with them, and then immediately asked them to again circle the services for which they qualify. This is the part of the survey showed little improvement. Perhaps the short-term memory of the student is being overly taxed and the information given in the review is not retained; thus never reaching long-term memory where it can be remembered and ultimately helpful to the student.

It does appear the students know where to go to obtain services and, for the most part, know how the services they use are helpful to them. It appears they have difficulty remembering all services for which they qualify, thus, DSPPS must continue to study this issue in order to improve retention and utilization of all services for which a student qualifies. A student cannot make use of an accommodation/service they cannot remember.

In order to address this issue, DSPPS is making sure that all new students get a copy of their Accommodations Form and a DSPPS Handbook that describes the accommodation in some detail. Accommodations are now reviewed with students whenever they come in for an appointment and a more thorough review is conducted during priority registration.

These exemplar provide a sample of how one student service area, using the assessment outcomes model, implemented program improvements based upon the gathering of evidence and analysis of the data.

### *Continuing to Lead the Way*

In a continuing effort to improve upon assessing outcomes in student services there are plans to implement changes as we begin a new cycle of program review. Transitions expected for student services program review include moving to a two-year comprehensive cycle with an annual update, maintain an adaptable structure to ensure continual alignment with District strategic planning efforts, monthly meetings dedicated to program review, and continuous inquiry around how our student services support student learning. Historically, the District's student services program review process is replicated annually. While there is an agreement among the student service leaders on all campuses to move to a two-year comprehensive program review to allow more time for outcomes assessment cycle, more dialogue is warranted among the group prior to implementing program review modifications. We will also ensure alignment with district strategic planning by maintaining communication with RCCD's Office of Institutional Effectiveness and participation in the District Program Review Committee prior to instituting a change in our process. The monthly schedule for Student Service staff meetings is set for the 2007-2008 academic year. These meetings are dedicated to providing training, support, and guidance in maintaining an ongoing, meaningful program review and outcomes assessment process. Continuous dialogue focused on program review and assessment outcomes will result in effective decision-making and improvement in RCCD programs and services.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING

September 4, 2007, 5:00 p.m.

Board Room AD122, O. W. Noble Administration Building, Riverside City Campus

Committee Members: Mark Takano, Committee Chairperson  
Virginia Blumenthal, Vice Chairperson  
Aaron S. Brown, Interim Vice Chancellor, Administration  
and Finance  
Melissa Kane, Vice Chancellor, Diversity and Human  
Resources  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative  
(Riverside)  
Patricia Worsham, Academic Senate Representative  
(Norco)  
Debbie Cazares, CTA Representative (Riverside)  
Su Acharya, CTA Representative (Riverside)  
Tamara Caponetto, CSEA Representative (Norco)  
Carmen Payne, CSEA Representative (Moreno Valley)  
Tish Chavez, Confidential Representative (Riverside)

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Rescission of Approved Dates for the 2007-2008 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates
  - The Committee to consider rescinding the availability date for public inspection of the 2007-2008 Budget and rescinding the date for Public Hearing and Adoption of the 2007-2008 Budget, recommend announcing that the proposed 2007-2008 Budget will be available for public inspection beginning October 9, 2007, and that a public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 16, 2007, to be followed by the adoption of the 2007-2008 Budget.
2. Approval of Agreement to Provide ATM Services to Riverside, Moreno Valley, and Norco Campuses
  - The Committee to consider an agreement with Wells Fargo Bank to Provide ATM services to Riverside, Moreno Valley, and

Norco Campuses.

3. Phase III-Norco/Industrial Technology Project – Information Technology Design Services Agreement
  - The Committee to consider an agreement to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings relative to the Phase III-Norco/Industrial Technology Project.
4. Phase III-Norco/Industrial Technology Project – Labor Compliance Service Agreements
  - The Committee to consider two (2) agreements for labor compliance oversight/monitoring relative to the Phase III-Norco/Industrial Technology Project.
5. Phase III-Norco/Industrial Technology Project – Multiple Prime construction Management Agreement – ProWest Constructors
  - The Committee to consider an agreement to provide Multiple Prime Construction Management Services for bid preparation, bidding, construction, and building commissioning relative to the Phase III-Norco/Industrial Technology Project.
6. Nursing/Sciences Building Project – Amendment to Design Services Agreement
  - The Committee to consider an amendment to a professional services Agreement relative to the Riverside City Campus Nursing/Science Building Project.
7. Sublease Agreement with the County of Riverside Economic Development Agency for the Culinary Academy
  - The Committee to consider a sublease agreement relative to the Culinary Academy.
8. Comments from the public

Adjourn

Prepared by: Vickie L. Vega  
Administrative Assistant,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: September 11, 2007

Subject: Rescission of Approved Dates for the 2007-2008 Budget Inspection, Public Hearing and Adoption and Establishment and Approval of Revised Dates

Background: At the June 19, 2007, meeting of the Board of Trustees, the Board approved the following time lines for budget adoption: 1) the proposed 2007-2008 Budget would be available for public inspection beginning September 4, 2007; and 2) the public hearing would be held at 6:00 p.m. at the Board meeting on September 11, 2007, to be followed by the adoption of the 2007-2008 Budget. However, the State Chancellor's Office has now advised us that the adoption date has been extended to October due to "...the lateness of the State Budget."

Staff is proposing that the 2007-2008 Budget Adoption process be moved from September to October. It is therefore necessary to rescind the earlier September time line. Staff recommends that the Board set October 16, 2007, as the date for the public hearing and adoption of the 2007-2008 Budget. Also, and pursuant to Title 5, Section 58301, the final budget proposal must be made available for inspection at least three (3) days prior to the public hearing, and we again plan to use the Office of the Interim Vice Chancellor, Administration and Finance, for this purpose. Finally, this information will be published in The Press-Enterprise.

Recommended Action: It is recommended that the Board of Trustees rescind 1) the September 4, 2007 availability date for public inspection of the 2007-2008 Budget and 2) September 11, 2007 date for the Public Hearing and Adoption of the 2007-2008 Budget.

It is further recommended that the Board of Trustees announce that: 1) the proposed 2007-2008 Budget will be available for public inspection beginning October 9, 2007, at the Office of the Interim Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at the Board's regular meeting on October 16, 2007, to be followed by the adoption of the 2007-2008 Budget.

James L. Buysse  
Interim Chancellor

Prepared by: Aaron S. Brown  
Interim Vice Chancellor,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: September 11, 2007

Subject: Approval of Agreement to Provide ATM Services to Riverside, Moreno Valley, and Norco Campuses

Background: In 2000, the Board approved an agreement with Citizens' Business Bank (CBB) to provide ATM services at the District's three campuses. District initiated a Request for Proposal (RFP) process since the CBB contract has ended. RFP's were sent to ten banking institutions, including local banks, which had expressed an interest in providing these services and an advertisement in the Press-Enterprise was published twice. The following two proposals were received by the District:

Citizens' Business Bank

Service Fee for Citizens Business Bank Customers	\$0.00
Service Fee for Non-Citizens Business Bank Customers	\$2.00

Rent paid for ATM space \$600 per month or \$7,200 annually to be paid to ASRCC.

Wells Fargo Bank

Service Fee for Wells Fargo Bank Customers	\$0.00
Service Fee for Non-Wells Fargo Bank Customers	\$2.00

Rent paid for ATM space \$1,650 per month or \$19,800 annually to be paid to ASRCC.

Following review of the proposals, District staff recommends entering into an agreement with Wells Fargo Bank.

Recommended Action: It is recommended that the Board of Trustees approve entering into an agreement with Wells Fargo Bank to provide ATM Services to Riverside, Moreno Valley, and Norco Campuses for the term October 1, 2007 through September 30, 2012, and authorize the Interim Vice Chancellor, Administration and Finance to sign the agreement.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. Deborah DiThomas  
Interim Vice Chancellor,  
Student Services and Operations

ATM LEASE AGREEMENT  
(Walk-up)  
(Riverside Community College)  
(Riverside Campus; Norco Campus; and Moreno Valley Campus)  
(BE No. 105730)

This ATM LEASE AGREEMENT (the "Agreement") is dated, for reference purposes only, as of this 12<sup>th</sup> day of September, 2007 (the "Effective Date"), by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Tenant"), and RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California Community College District ("Landlord"), with reference to the following recitals:

RECITALS:

A. Landlord is the owner of certain improved real property commonly known as (1) Riverside City Campus located at 4800 Magnolia Avenue, Riverside CA 92506-1299 ("Riverside Campus"); (2) Norco Campus located at 2001 Third Street, Norco, CA 91760-2600 ("Norco Campus"); and (3) Moreno Valley Campus located at 16130 Lasselle Street, Moreno Valley, CA 92551-2045 ("Moreno Valley Campus") (collectively the "Real Property").

B. Tenant desires to lease certain space within the Real Property for the installation, operation and maintenance of an ATM (as defined in Section 4 below) facility containing one automated teller machine and related equipment, and Landlord desires to lease such space to Tenant on the terms and conditions contained herein.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

1. Premises.

1.1 Location. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following premises for the installation and operation of an ATM facility within the Real Property, each consisting of an approximately 40 square feet pad (approximately 10 feet by 4 feet): (1) those premises at the Riverside Campus as shown on Exhibit A-1; (2) those premises at the Norco Campus as shown on Exhibit A-2; and (3) those premises on the Moreno Valley Campus as shown on Exhibit A-3 (collectively the "Premises").

1.2 Access. Tenant, its customers, invitees, agents, employees and contractors may access the Premises during normal business hours, or during special events held on the Premises, for purposes of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting or removing the ATMs. At all times, Landlord shall provide uninterrupted access to the Premises. In the event of any construction, remodeling or other activity by Landlord at the Real Property, Landlord shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of the ATM. Tenant shall have the right to abate in full Monthly Rent on a pro rata basis for every day that access to the Premises is materially impeded.

1.3 Parking. Tenant shall have the nonexclusive right to use the parking areas of the Real Property in common with other tenants, licensees, invitees and occupants of the Real Property using the appropriate parking permits, which permits Landlord shall issue to Tenant and Tenant's contractors at no cost upon Tenant's request.

1.4 Delivery Condition. Landlord shall deliver the Premises to Tenant in its current as-is condition, provided, however, that Landlord shall deliver the Premises free of any hazardous or toxic materials.

2. Term.

2.1 Initial Term. This Agreement shall be effective upon the mutual execution of this Agreement. The initial term (the "Term") of this Agreement shall be five (5) years, commencing on October 1, 2007 ("Rent Commencement Date") and shall expire on September 30, 2012.

2.2 Options to Extend. None.

2.3 Anticipated Delivery of Possession. Landlord will deliver the Premises to Tenant on or before October 1, 2007 (the "Anticipated Delivery Date") and if Landlord cannot do so because of some event or condition outside Landlord's reasonable control, including, the failure of an existing tenant to vacate the Premises, the Lease will not be void or voidable, and Landlord will not be in default. If, however, for any reason Landlord does not deliver the Premises to Tenant within 90 days after the Anticipated Delivery Date, then Tenant may terminate this Lease by written notice to Landlord. Unless Tenant exercises such right to terminate, the Rent Commencement Date, the Expiration Date and the Term will be extended by the number of days of delay in delivery of the Premises.

2.4 Holding Over. Subject to Section 26 below, any holding over with Landlord's consent after the expiration of the Term or any Renewal Term, as the case may be, shall be construed to be a month-to-month agreement on the same terms and conditions, terminable by either party upon thirty (30) days prior written notice.

3. Rent. Tenant's Monthly Rent shall be \$550 per month per each premises location for a total of \$1,650 per month. Tenant shall commence paying Monthly Rent upon the Rent Commencement Date (as defined in Section 2.1 above). The Rent Commencement Date shall be delayed on a day-for-day basis for each day that Tenant or Tenant's customers cannot reasonably use or service the ATMs due to any obstructions or other conditions preventing reasonable access to the Premises. All rent must be paid without demand, deduction, set-off or counter claim, in advance, on the first day of each calendar month during the Term, and in the event of a partial rental month, rent will be prorated on the basis of a thirty (30) day month. Tenant's Monthly Rent shall include all of Tenant's common area maintenance charges and Tenant shall not pay Landlord any other charges in connection with this Lease (however, Tenant shall pay utility charges directly to the utility providers as provided in Section 8.1 below).

#### 4. Design and Installation of ATM Facility.

4.1 Type of ATM. Tenant shall install a full service ATM at the Riverside Campus and a cash dispensing only ATM at each of the Norco Campus and Moreno Valley Campus. Each ATM shall accept ATM cards from at least three of the following ATM networks: Star, Cirrus, Plus, Instant Cash, Pulse, and Maestro; and credit cards issued by Visa, Master Card, American Express, and Discover/Novus.

4.2 Plans. Installation and construction of the ATM facility, whether done initially or subsequently, shall be in conformity with plans (the "Design Plans") prepared by Tenant in accordance with all applicable laws and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall deliver to Tenant its written approval or disapproval of the Design Plans no later than 10 days after Tenant's submission of the Design Plans to Landlord. If Landlord should fail to respond with its written approval or disapproval of the Design Plans within such 10 day period, the Design Plans shall be deemed approved. Upon Tenant's request, Landlord shall provide Tenant with the as-built plans for the Real Property and with such other information regarding the Real Property or the Premises which may be necessary or useful for the installation, construction or operation of each ATM facility.

4.3 Installation. Promptly after the satisfaction of the conditions set forth in Section 32 below, Tenant in accordance with the Design Plans may proceed to install at each Premises, at Tenant's sole cost and expense, one freestanding automated teller machine (individually an "ATM" or collectively the "ATMs"), together with such additional equipment or features as Tenant shall deem appropriate, including without limitation, (a) a telephone or other support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment; (d) a customer service phone; (e) a merchant depository; (f) utility lines and conduits; and/or (g) such other equipment and accessories as are or become normally provided by Tenant in connection with the operation of an ATM facility. Tenant may bolt its ATMs or otherwise securely attach the ATMs to the surface of the Premises. Landlord agrees to cooperate in good faith to facilitate Tenant's installation activities. In addition, Landlord shall provide Tenant with access to perform the necessary site preparation (including the removal or rearrangement of equipment, and the installation of the conduit to provide electrical power and telephone lines to the ATM). Notwithstanding anything in this Agreement to the contrary, Tenant may change the ATMs by removing, replacing, or adding, from time to time, some or all of the equipment and features offered.

4.4 Tenant's Property. The ATMs and all of Tenant's trade fixtures and personal property shall be and at all times remain the property of Tenant.

4.5 Lighting and Security. Tenant shall have the right to install all lighting fixtures necessary to comply with California Financial Code Section 13,000 et seq. (i.e., "AB244" or the "ATM Lighting Law") and to install other fixtures and make alterations to the Premises required to comply with any laws governing the operation of ATMs. Landlord shall reasonably cooperate with Tenant in Tenant's efforts to comply with the ATM Lighting law. Landlord shall provide lighting in the common areas consistent with lighting provided at comparable projects in the vicinity of the Real Property. Tenant may, at its own expense, install its own security system in the Premises to protect the Premises and Tenant's employees, customers and other invitees.

Tenant shall be solely responsible, at Tenant's sole expense, for the monitoring, operation and removal of such security system. Any security system installed by Tenant will be for the sole benefit of Tenant and its employees, customers and other invitees and Landlord will have no right to rely on any such security system. Landlord shall establish and follow its own security standards for the common areas and the balance of the Real Property.

5. Signage and Trademarks.

5.1 General. Tenant may place its standard ATM signage on its ATMs at the Premises, subject to Landlord's approval, which shall not be unreasonably withheld, and subject to all applicable laws. At its discretion, Tenant may enclose its ATMs on the Premises with a kiosk structure and may place its signage on the kiosk structure. All of Tenant's signage shall (a) be fabricated, installed and maintained by Tenant at Tenant's sole expense, (b) be consistent with the then-current signage standards at the Premises and (c) at all times remain the property of Tenant. Subject to any applicable governmental laws, rules and regulations, and subject to Landlord's approval (which approval may not be unreasonably withheld, conditioned or delayed), Tenant may change its signage at any time provided, however, that Landlord's consent shall not be required to change signage based upon a change in Tenant's standard corporate signage, name or logo as long as all changes to Tenant's signage comply with all applicable laws and Tenant's signage is not increased in size. At any time, without Landlord's consent, Tenant may replace its standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than, and is installed in the same locations, as provided above.

5.2 Permits. Tenant shall obtain, at Tenant's sole expense, all permits, variances, or similar governmental approvals necessary to allow Tenant's installation of its signs. Landlord shall cooperate with Tenant in obtaining such approvals, and Tenant shall reimburse Landlord for any actual out-of-pocket costs incurred by Landlord in connection with such cooperation. Should Tenant be unable to obtain the necessary approvals and permits to install exterior signage acceptable to Tenant, then Tenant may, at its option, terminate this Agreement.

5.3 Directional Signage. Landlord shall permit Tenant to place signs identifying Tenant's operations in the Premises and in the vicinity of the Premises. Such signs shall be of such dimensions and at such locations as are permitted by any applicable governmental laws, rules and regulations.

5.4 Trademarks. Tenant may operate its ATMs under any trademark, logo or service mark permitted by law. Notwithstanding anything in this Agreement to the contrary, Landlord and Tenant shall each at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears its name, logo or trademark or any of its fictitious business names. Tenant and Landlord acknowledge and agree that each party's trademarks and trade names are solely the property of such party, respectively, and that this Agreement does not in any way grant to the other party the right to use same.

6. Maintenance.

6.1 Maintenance of ATMs. Tenant shall maintain the ATMs in good condition and good working order. Once installed, Tenant shall use reasonable efforts to operate the ATMs 24



hours per day, seven days a week. Tenant shall have the right, however, to suspend operation for security reasons, periodic maintenance inspections, balancing adjustments, servicing operations or other maintenance purposes. Landlord acknowledges that despite Tenant's reasonable efforts, any ATM may be rendered inoperative for various periods of time due to breakdowns, operations failures or other reasons. Tenant shall have the right to service the ATM at all times; provided, however, that Tenant shall attempt, to the extent practicable, to service the ATMs between the hours of 8:00 a.m. and 5:00 p.m. Landlord shall provide Tenant with all necessary vehicular and pedestrian access and all authorizations, and other assistance necessary to permit Tenant to service the ATM without prior notice to Landlord. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder. If Landlord becomes aware of the need for a repair or maintenance at an ATM, Landlord shall notify Tenant in writing of such need.

6.2 Maintenance of Real Property. Subject to Section 13 below, Landlord shall maintain the Real Property surrounding the Premises in conformance with Landlord's current standards of maintenance.

7. Removal of ATMs.

Upon the expiration or sooner termination of this Agreement, Tenant shall remove the ATM and related equipment, Tenant's signs (not including Landlord's directional signs) and Tenant's other trade fixtures and personal property from the Premises, at Tenant's sole expense. Such removal shall occur not more than thirty (30) days after the expiration or sooner termination of this Agreement. Tenant shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. Landlord acknowledges that any repairs or cuts in any paved areas, walls or other improvements made during the removal of the ATMs will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. This does not mean, however, that any such repairs will be completely invisible.

8. Services and Utilities.

8.1 Utility Services at the Premises. Landlord, at its sole expense, shall: (a) stub electric and telephone lines to the Premises; for such electricity and telephone service as may be needed to operate the ATMs, and (b) install a telephone backboard for such telephone service as may be needed to operate the ATMs. As part of Monthly Rent Landlord shall pay for all electricity needed to operate the ATMs. Tenant shall pay for all telephone, data lines, and other utility services dedicated to Tenant's operation of the ATMs.

8.2 Interruption of Service. Landlord shall not permit any person or entity to tamper with Tenant's telephone, data lines or other telecommunications wiring, panels or equipment without Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion. Any deliberate interruption of power to the ATM's caused by Landlord or any employee, agent, representative or contractor of Landlord shall not last more than twenty-four (24) consecutive hours and shall be subject to Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion. Tenant shall be permitted to post notices of any scheduled interruption to Tenant's customers at least twenty-four (24) hours in advance of any interruption of service. Except for any interruption of power or telephone service caused by any act of God or casualty event, Tenant's Monthly Rent payable hereunder shall be abated on a

per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM Facility (unless Tenant causes the power or service to be shut off to the ATM Facility, as applicable). Except for any interruption of power or telephone service caused by any act of God or casualty event, Landlord shall reimburse Tenant for any costs and expenses Tenant incurs in making the ATM Facility fully operational as a result of any interruption of services, data transmission or utilities to the ATM Facility caused by or within the reasonable control of Landlord or its agents and contractors.

9. Marketing Table. Tenant shall have the right from time to time to set-up and staff a table in the immediate vicinity of each ATM for the purposes of distributing materials describing products and services offered by Tenant (except for credit cards, which shall not to be advertised at the Premises) and opening new accounts. Tenant shall conduct its marketing activities in a first class manner in compliance with all applicable laws and covenants, conditions and restrictions and shall not pursue individuals who do not wish to speak to Tenant's representatives. When setting-up any such table, Tenant shall contact the Dean of Student Services at each Premises location and shall not block walkways or access to other tenants' space.

10. Insurance.

10.1 Personal Property Insurance. Tenant and Landlord shall each carry its own personal property insurance during the Term or Renewal Term of this Agreement.

10.2 Liability Insurance.

(i) Tenant shall maintain in full force and effect during the Term or Renewal Term of this Agreement, commercial general liability insurance including broad form blanket coverage against claims for bodily injury, death and/or property damage occurring within or upon the Premises, and contractual liability covering the indemnity set forth in Section 11.1 below, which insurance shall afford "single occurrence" protection of at least One Million Dollars (\$1,000,000.00) and general aggregate coverage of Three Million Dollars (\$3,000,000). Such commercial general liability insurance shall name Landlord as an additional insured (including a severability of interest clause which shall protect Landlord as though a separate policy had been issued to Landlord), shall provide that Landlord shall receive thirty (30) days' prior written notice of any nonrenewal, cancellation or material change in coverage under such policy, and shall state that the insurance coverage provided is primary and non-contributory as regards to any other insurance carried by Landlord with respect to the type of occurrences set forth in Section 11.1 below. Tenant shall furnish Landlord with a certificate of insurance evidencing the coverage required under this paragraph.

(ii) Landlord shall maintain in full force and effect throughout the Term or Renewal Term of this Agreement, commercial general liability insurance including broad form blanket coverage against claims for bodily injury, death and/or property damage occurring within, around, or upon the Real Property, and contractual liability covering the indemnity set forth in Section 11.2 below, which insurance shall afford "single occurrence" protection of at least One Million Dollars (\$1,000,000.00).

10.3 Casualty Insurance. Landlord shall maintain in full force and effect throughout the Term or Renewal Term of this Agreement, all risk property insurance in an amount equal to the full replacement cost (including demolition and removal of debris) of the improvements now or hereafter located upon the Real Property.

10.4 Worker's Compensation. Tenant shall maintain Worker's Compensation insurance as required by law.

10.5 Automobile Coverage. Tenant shall maintain automobile liability insurance with coverage of at least One Million Dollars (\$1,000,000).

10.6 Parties' Right to Self-Insure. Notwithstanding anything in this Agreement to the contrary, Tenant may carry insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant in addition to the Premises, or may self-insure against the perils covered by such insurance. Any such self-insurance shall be deemed insurance required to be carried by Tenant under this Agreement and shall be subject to the provisions hereunder pertaining to such insurance. Any and all insurance requirements pertaining to Landlord may be satisfied by self-insurance, through a Joint Powers Authority or a combination of both.

10.7 Waiver of Subrogation. Notwithstanding any other provision of this Agreement to the contrary (including, without limitation, Section 11 below), each party expressly waives every claim which arises or may arise in its favor and against the other party during the term of this Agreement for any and all loss of or damage to any of its property located within or upon the Real Property and/or Premises, which loss or damage is required to be insured in accordance with this Agreement. The waiver contained in this Section shall be effective whether such loss or damage is actually insured or self-insured pursuant to the terms of this Agreement. Each party agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver (if required by such policies) and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverage by reason of said waiver, and, if required in writing, to give to the other party a certificate from its insurance company to that effect.

## 11. Indemnifications and Risk of Loss.

11.1 Tenant Indemnification of Landlord. Tenant shall indemnify and hold Landlord harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred by Landlord arising out of: (i) the negligence, gross negligence or willful misconduct of Tenant or any employee, agent, representative or contractor of Tenant for whom Tenant is legally liable; or (ii) the operation of the ATMs unrelated to the operation of the Real Property, except to the extent caused by the negligence, gross negligence or willful misconduct of Landlord or any employee, agent, representative or contractor of Landlord for whom Landlord is legally liable.

11.2 Landlord Indemnification of Tenant. Landlord shall indemnify and hold Tenant harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred

by Tenant arising out of: (i) the negligence, gross negligence or willful misconduct of Landlord or any employee, agent, representative or contractor of Landlord for whom Landlord is legally liable; or (ii) the operation of the Real Property unrelated to the ATMs, except to the extent caused by the negligence, gross negligence or willful misconduct of Tenant or any employee, agent, representative or contractor of Tenant for whom Tenant is legally liable.

11.3 Risk of Loss. Tenant shall bear all risk of loss to the ATMs, its equipment, and cash inside the ATMs resulting from vandalism, theft, or any criminal acts and Landlord shall not be responsible for any losses suffered by Tenant from such causes.

12. Taxes.

Tenant shall be liable for all taxes assessed by any taxing authority, (including sales taxes) which are attributable to Tenant's operations at the ATMs and shall pay all personal property taxes assessed on Tenant's fixtures, equipment and machinery. Landlord shall be liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Landlord's occupancy or use or ownership of the Real Property, including, without limitation: (a) personal property, fixtures or equipment taxes assessed against Landlord's property; (b) franchise taxes assessed against Landlord; (c) taxes on Landlord's gross rents or profits; (d) inheritance, state, gift, income, transfer or excess profit taxes assessed against Landlord; (e) sales taxes payable by Landlord; and (f) real property taxes and assessments, including, but not limited to, any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Real Property and the improvements located thereon, including, but not limited to, any such taxes and assessments attributable to the Premises or any portion thereof.

13. Damage or Destruction.

Should the Premises or the Real Property (or any portions thereof) be damaged or destroyed, Landlord shall, at Landlord's cost and expense, promptly repair the same, to the extent Landlord's insurance proceeds are made available to Landlord therefore and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be made within 120 days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed fifty (50%) percent of the then replacement cost of the Real Property. If Landlord is not required hereunder to repair such damage or destruction, then Landlord shall, within thirty (30) days from the date of such damage and destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same; or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Agreement, in which event this Agreement shall be so terminated effective as of the date of such damage or destruction. During any time that repairs to the Premises are being made by Landlord, the rent payable by Tenant hereunder shall be abated to the extent that Tenant is unable to occupy or use the Premises. Notwithstanding the foregoing, Tenant may terminate this Agreement, effective as of the date of any damage and destruction, if (A) Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATMs by notifying Landlord in writing of Tenant's election to terminate no later than thirty (30) days after the date of such damage or destruction; or (B) Landlord fails to complete the repairs described in this Section 13 within 120 days from the date of such damage or destruction by

notifying Landlord in writing of Tenant's election to terminate no later than thirty (30) days after such failure, provided, however, that if Landlord can reasonably complete such repairs within a reasonable time after notice from Tenant, then such 120-day period shall be extended by no more than thirty (30) days; or (C) Tenant is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control, by notifying Landlord in writing of Tenant's election to terminate no later than 30 days after Tenant's determination that it cannot obtain permits or that it is prevented from restoring the Premises.

14. Eminent Domain.

Should any of the Premises (or any portions thereof) be taken under the power of eminent domain, Tenant may terminate this Agreement as to the affected Premises by providing written notice of termination not later than thirty (30) days after the date of such taking. If Tenant does not elect to so terminate this Agreement, Landlord shall, at Landlord's cost and expense, promptly restore the Premises, and the rent payable by Tenant hereunder shall be abated to the extent that Tenant is unable to occupy and use such Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Tenant's good will and improvements installed by Tenant at Tenant's expense, and Tenant's relocation expenses) shall belong to Landlord. All damages and compensation awarded or paid because of a taking of any improvements installed by Tenant at Tenant's expense shall belong to Tenant.

15. [Intentionally Omitted ].

16. Assignment and Subletting.

Tenant shall not assign or transfer all or any part of its interest under this Agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord hereby consents to the assignment of this Agreement to any present or future wholly owned subsidiary or parent of Tenant or to any successor in interest of the entire business of Tenant as a result of the merger, consolidation, purchase, assignment, or by operation of law, provided such assignee has sufficient financial strength and will continue to perform the obligations of Tenant.

17. Default.

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(i) The failure of Tenant to pay Monthly Rent or any other amount payable hereunder, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord.

(ii) The failure of either party to observe or perform any of the covenants, conditions or other provisions of this Agreement required to be observed or performed by such party, where such failure shall continue for a period of thirty (30) days after written notice thereof by the other party hereto. Notwithstanding the above, if the cure of any such default cannot

reasonably be completed within such thirty (30) day period, there shall be no Event of Default so long as the defaulting party shall have commenced to cure such default within said thirty (30) day period and diligently prosecutes said cure to completion.

(iii) The making by either party of any general assignment or general arrangement for the benefit of creditors; or the filing by or against either party of a petition to have such party adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against such party, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of, or the attachment, execution or other seizure of substantially all of such party's assets located at Premises or the Real Property, as the case may be, or of such party's interest in this Agreement, where such possessions, attachment, execution or other seizure is not restored to such party, as the case may be, within thirty (30) days.

17.2 Remedies on Default. In the event of any Event of Default by either party, then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:

(i) Continue this Agreement in effect and thereby be entitled to enforce all rights and remedies under this Agreement; or

(ii) Terminate this Agreement by providing written notice to the defaulting party of such intention and recover from such defaulting party any amount necessary to compensate such other party for all detriment negligently or willfully caused by such defaulting party's failure to perform its obligations under this Agreement.

18. Control of ATM; Confidentiality.

18.1 Control. Landlord acknowledges that the operation of the ATMs shall be governed by the policies and procedures developed or to be developed by Tenant from time to time. In that regard, except as expressly set forth herein to the contrary, Tenant shall have the right to control and manage the ATMs, the operation and maintenance thereof and all business and transactions conducted thereat, including without limitation, the functions and features provided, the development of products, and pricing of services (including without limitation, surcharges on Tenant's customers or non-customers). Tenant agrees that it shall not charge its own customers for withdrawing cash from the ATMs and shall not charge non-customers of Tenant more than \$2.00 per transaction for withdrawing cash from the ATMs. Tenant reserves the right to charge its customers and non-customers fees for other services provided through the ATMs.

18.2 Confidentiality. In the course of its performance under this Agreement, Tenant may deliver to Landlord certain oral and written information, and plans and drawings regarding Tenant's ATMs, and the operation thereof, which information is proprietary in nature (the "Tenant Materials"). Landlord agrees (i) to keep the Tenant Materials and the existence and contents of this Agreement confidential, (ii) to make such information available to its officers, directors and employees only on a need to know basis, and (iii) not to disclose such information to any person or entity without the prior written consent of Tenant. In the event that this Agreement is terminated, all Tenant Materials and any copies thereof shall be returned to Tenant,

and if this Agreement is terminated in part, such materials relating to the Premises so terminated shall be returned to Tenant, in any event without making notes pertaining thereto. Landlord agrees that it shall not, directly or indirectly, use the Tenant Materials in its business or in its dealing with any other person or entity.

19. Notices.

All notices, demands, consents, approvals and other communications which may or are required to be given by either Landlord or Tenant to the other under this Agreement will be given in writing, addressed to Landlord or Tenant with copies as directed at their respective addresses as indicated below, or at such other place as Landlord or Tenant may from time-to-time designate in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid. All notices hereunder will be deemed given upon receipt, if personally delivered, or upon the date shown for delivery or attempted delivery if sent by national courier service or registered/certified mail.

If to Landlord:

Riverside Community College District  
4800 Magnolia Ave  
Riverside, CA 92506-1299  
Attn: Purchasing Manager

If to TENANT:

Wells Fargo Bank  
Corporate Properties Group  
333 South Grand Avenue, Suite 700  
Attn: MAC# E2064-072  
Los Angeles, California 90071  
Attn: Lease Administration

with copy to:

Wells Fargo Bank  
Corporate Properties Group  
333 South Grand Avenue, Suite 700  
MAC# E2064-079  
Los Angeles, California 90071  
Attn: Negotiations Manager

Either party hereto may by written notice to the other party hereto specify a different address or addresses for notice purposes.

20. Attorneys' Fees.

In the event of any litigation between Landlord and Tenant in connection with this Agreement, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.

21. Subordination.

21.1 This Agreement will be subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Real Property, or on or against Landlord's interest or estate therein, provided that in the event of a foreclosure of any such mortgage or deed of trust or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Agreement will not be terminated or extinguished, nor will the rights and possession of Tenant hereunder be disturbed, if Tenant is not then in material default under this Agreement beyond any notice and cure periods. Tenant will attorn to the person who acquires Landlord's interest hereunder through any such mortgages or deeds of trust.

21.2 If as of the date of execution of this Agreement, the Real Property or Landlord's interest or estate therein, or any portion thereof, is subject to any existing mortgages or deeds of trust, Landlord shall, prior to the Premises delivery date, obtain and deliver to Tenant a non-disturbance agreement from each holder of such mortgages or deeds of trust.

22. Hazardous Materials.

22.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene, Hazardous Materials, or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(b) "Hazardous Materials" means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material or substance now or hereafter designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or words of similar import, under any federal, state or local law, regulation or ordinance or any byproduct or constituent element of any of the foregoing.

22.2 Compliance. To the best knowledge of Landlord, there are no Hazardous Materials located on, under, or about the Premises. Tenant and Landlord will each handle, treat, deal with and manage any Hazardous Materials in, on, under or about the Premises, in the case of Tenant, and the Real Property, in the case of Landlord, in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Landlord nor Tenant will use any Hazardous Materials in the Real Property or the Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Landlord will use its best efforts to cause any other tenants of Landlord at the Real Property to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the Premises of which Tenant becomes aware and Landlord will promptly notify Tenant of any release or presence of any Hazardous Material in any area where Tenant's customers, employees, agents, or contractors may be likely to be present.



22.3 Remediation. If Hazardous Materials were placed on the Premises by Tenant, its agents, employees, or contractors, then Tenant shall have sole responsibility for the removal and/or remediation of any Hazardous Materials, in compliance with all Environmental Laws to the extent required by governmental authorities. Landlord shall have sole responsibility for the removal and/or remediation of any Hazardous Materials, in compliance with all Environmental Laws, discovered in, on or about the Premises, regardless of the date of its discovery, unless such Hazardous Materials were placed on the Premises by the Tenant, its agents, employees, or contractors to the extent required by governmental authorities.

22.4 Indemnification. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses), which arise from the presence of Hazardous Materials in the Premises caused by Tenant or its agents, employees or contractors. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs and litigation expenses), which arise from the presence of Hazardous Materials in the Premises unless such presence was caused by Tenant or its agents, employees or contractors.

23. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the lease of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing executed by the parties hereto.

24. Quiet Enjoyment.

Landlord covenants and agrees that so long as Tenant has not committed an Event of Default under the terms of this Agreement, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord or by the lessor under any master lease of the Real Property.

25. Compliance with Laws.

25.1 Each party represents and warrants that it shall in every manner of its business related to this Agreement obey and conform to all federal, state and local laws, regulations and directives. Any breach of said warranty and representation or claim of breach shall be the sole responsibility of the breaching party and the breaching party will, for said breach or claim of breach, hold the non-breaching party completely safe and harmless. Tenant shall be responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively "ADA") by the ATMs and the Premises. Landlord shall be responsible for compliance with the ADA by the common areas. Landlord shall reasonably cooperate with Tenant in connection with Tenant's efforts to comply with the ADA and other applicable laws. Notwithstanding the foregoing, Landlord recognizes and agrees that many of Tenant's covenants and obligations hereunder, including, but not limited to, the establishment, closure, and relocation of the ATM, are subject to Tenant's obtaining the consent or approval of all regulatory agencies (including, without limitation, the Comptroller of Currency) now or hereafter empowered to regulate Tenant and its business operations, and such regulations shall supersede the terms and conditions of this Agreement.

25.2 Tenant agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, mental disability, medical conditions, marital status, or physical handicap except as provided in Section 12940 of the Government Code in the performance of this Agreement and to comply with the provisions of the State Fair Employment Practices as set forth in Part 7 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order.

26. Force Majeure.

The performance of both parties (except for the payment of monies earned and/or accrued) shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to "force majeure events". The term "force majeure" shall mean acts of God, strikes, lockouts, or labor difficulty; unavailability of parts, equipment or materials through normal supply sources; or the failure of any utility to supply its services; or any other reasons beyond the control of the party whose performance is to be excused.

27. Choice of Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California (the "State") , as such laws would be applied to residents of the State engaged in a transaction to be performed solely within the State. The parties mutually consent and submit to the personal jurisdiction of the state and federal courts located in the State and agree that any action, suit or proceeding concerning this Agreement shall be brought only in the federal or state courts located in the State. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding brought in any federal or state court located in the State, any defense or objections based upon lack of personal jurisdiction, improper venue, inconvenience of forum or the like.

28. Construction.

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Agreement and any ambiguities herein shall not be construed against either party.

29. Brokers.

Each party represents and warrants to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement. Each party agrees to indemnify the other party and to hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent or finder.

30. Third Party Approvals.

Landlord represents and warrants to Tenant that Landlord has the full right, power and authority to enter into this Agreement without the necessity of obtaining any third party approvals (other than those already obtained by Landlord), and that the terms of this Agreement do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

31. Request for Taxpayer Information.

Landlord agrees to complete and return to Tenant a duly executed Request for Taxpayer Information in the form attached hereto as Exhibit B.

32. Conditions Precedent.

32.1 All obligations of Tenant under this Agreement are subject to the occurrence of, or Tenant's written waiver of, each of the following conditions precedent:

A. On or before ninety (90) days after the date of execution hereof, Tenant's obtaining any necessary approvals from any applicable federal agencies and/or the Office of the Comptroller of Currency in connection with Tenant's use and occupancy of the Premises;

B. On or before the date which is ninety (90) days after the execution hereof, obtaining all necessary approvals from all governmental and regulatory agencies (including but not limited to the City within which the Premises are located) necessary for: (i) the completion of the ATM Facility, including but not limited to Tenant's signage; and (ii) Tenant's use and occupancy of the Premises, each without payment of unusual fees or costs or the satisfaction of unusual conditions; and

Tenant shall use reasonably diligent efforts to obtain such approvals. Landlord shall cooperate in making and executing any applications that may be requested by Tenant in order to obtain any governmental or regulatory approvals referred to above. Each of Tenant's approvals which are a condition precedent to Tenant's obligations hereunder may be given or withheld in Tenant's sole and absolute discretion.

32.2 Failure Of Conditions. If all of the conditions precedent have not been satisfied or waived in writing by Tenant within the time limits specified herein, then all of Tenant's obligations hereunder shall terminate upon written notice given by Tenant to Landlord; provided, however, that Tenant, by written notice to Landlord, may extend by up to forty-five (45) days the period within which any condition precedent may be satisfied or waived.

33. Waivers.

No waiver of either party hereto of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

34. Time of Essence.

Time is expressly declared to be the essence of this Agreement.

35. Waiver of Jury Trial. TO THE EXTENT NOW OR HEREAFTER PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, DISPUTE OR LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PREMISES, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER LANDLORD OR TENANT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES EXECUTING THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association	RIVERSIDE COMMUNITY COLLEGE DISTRICT, a California Community College District
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A-1

LOCATION OF THE PREMISES AT THE RIVERSIDE CAMPUS

EXHIBIT A-2

LOCATION OF THE PREMISES AT THE NORCO CAMPUS

EXHIBIT A-3

LOCATION OF THE PREMISES AT THE MORENO VALLEY CAMPUS

**EXHIBIT B**

**REQUEST FOR TAXPAYER INFORMATION**

Required in lieu of IRS form W-9 and California Franchise Tax Board form 590

<b>STEP 1</b>	<b>NAME AND ADDRESS</b> Provide name and address
Business Name (Sole proprietors see instruction on reverse)	
Personal Name (if applicable; if joint names, list first and circle the name of the person or entity whose number is used in Step 2)	
Address	
City, State, ZIP	

PLEASE NOTE: The name(s) used above (business and/or personal) must agree EXACTLY with the IRS or Social Security Administration's records for the taxpayer identification number (TIN) listed below

<b>STEP 2</b>	<b>TYPE OF BUSINESS, TAXPAYER IDENTIFICATION NUMBER AND RESIDENT/NONRESIDENT STATUS</b> Check box indicating type of business entity Provide taxpayer identification number (if different from above: enter only one TIN). Check box indicating resident or nonresident
<input type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL PROPRIETOR <input type="checkbox"/> PARTNERSHIP * <input type="checkbox"/> OTHER (Explain) _____ (Federal Employer Identification Number)      (Social Security Number - registered name MUST be included in Step 1) OR _____ - _____ - _____ (ENTER ONLY ONE TIN)	
<input type="checkbox"/> RESIDENT <input type="checkbox"/> NONRESIDENT (See Reverse) * Partnerships with a permanent place of business in California will file California returns and withhold as required	

<b>STEP 3</b>	<b>PAYMENTS FOR MATERIALS, PRODUCTS, OR GOODS</b> Check box indicating whether or not ALL Wells Fargo Bank's payments will be for materials, products or goods.
ARE ALL PAYMENTS MADE FOR MATERIALS, PRODUCTS, OR GOODS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

<b>STEP 4</b>	<b>NON-CALIFORNIA SOURCE INCOME</b> Check box indicating whether or not ALL Wells Fargo Bank's payments are for income earned outside California.
ARE ALL PAYMENTS FOR INCOME (E.G. SERVICES OR RENT) EARNED OUTSIDE CALIFORNIA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

<b>STEP 5</b>	<b>SIGNATURE, TITLE, DATE AND TELEPHONE NUMBER</b> An authorized representative must sign and date the form and include a phone number
I hereby certify under penalty of perjury that the information provided on this document is true and correct. If the above residence status should change, or if payments made by Wells Fargo Bank otherwise become subject to California withholding, I will promptly inform you.	
Authorized Vendor Representative's Name (Type or Print)	Title
Signature	Date ____/____/____      Telephone(____) ____-____

<b>STEP 6</b>	<b>WHERE TO RETURN THIS FORM OR OBTAIN INFORMATION</b> Please mail or send a facsimile of the completed form to the address/phone number listed below
---------------	--



AU # \_\_\_\_\_ FAX:  
WELLS FARGO BANK -  
CORPORATE PROPERTIES GROUP, MAC # 2064-072  
333 SOUTH GRAND AVE., SUITE 700  
LOS ANGELES, CA 90071  
ATTENTION: ASSET MANAGER

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Information Technology Design Services Agreement

Background: On August 21, 2007 the Board of Trustees approved the Final Project Budget for the Phase III-Norco/Industrial Technology Project.

Staff is now requesting approval to hire Information Technology Solutions, LLC to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings. Services will be provided in three phases:

- Phase 1 – Consulting and design for the development of construction documents supporting the information technology, security, and audio visual system requirements
- Phase 2 – Bid process assistance in conjunction with the construction manager
- Phase 3 – Project Management and quality assurance inspection services

Agreement attached.

Fee for the services are not to exceed \$155,000 including expenses. The term of the agreement is from September 12, 2007 to June 1, 2009, with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

To be funded from the Board approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with Information Technology Solutions, LLC to provide design, quality assurance and project management services for the design and installation of information technology infrastructure, equipment and furnishings and approve the expenditure of Board approved project funds in an amount not to exceed \$155,000, for the term September 12, 2007 to June 1, 2009 and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Information Technology Design  
Services Agreement (Continued)

James L. Buysse  
Interim Chancellor

Prepared by: Dr. Michael Webster  
Riverside Community College District Consultant  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**INFORMATION TECHNOLOGY SOLUTIONS, LLC**

THIS AGREEMENT is made and entered into on the 12TH day of September, 2007, by and between INFORMATION TECHNOLOGY SOLUTIONS, LLC hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s), and on site at Riverside Community College, Norco Campus
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from September 12, 2007, to the estimated completion date of June 1, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$155,500.00 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District shall indemnify and hold Consultant, its officers, agents, and employees free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of the District, its employees, agents, independent contractors, consultants or assigns, arising out of, pertaining to or relating to the District's actions in the matter of this contract and District shall defend, at its expense, including without limitation, attorney fees (attorney to be selected by Consultant), Consultant, its officers and employees in any legal actions based upon such alleged negligence, recklessness, or willful misconduct. The obligations to indemnify and hold Consultant free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligent acts are fully and finally barred by the applicable statute of limitations.
10. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as

District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.

11. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
12. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
14. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
15. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
16. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Information Technology Solutions, LLC      Riverside Community College District

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Gary L. Hiller  
President/CEO  
7323 Sage Avenue  
Yucca Valley, CA 92284

---

Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

Date

Date

## Exhibit I

### Scope of Services

#### Scope of Project

Consultant to provide complete services that begin with consulting and design and extend through bid process culminating with the completion of the installation and acceptance phases.

#### Scope of Services

*Phase 1.* Consulting and Design for the development of Construction Documents.

Consultant will work closely with the tBP Architecture design team, other consultants and the District staff in the process of developing the construction documents supporting the Audio Visual, Security and Information Technology Systems. There will be formal and informal client reviews, product reviews and key decision points as part of this process. Consultant will provide the Construction Documents to the Architect consisting of plans and Division 27/28 specifications on the boarder provided by the Architect, meeting the needs and expectations of the District ready for bid.

*Phase 2.* Bid Process Assistance. Consultant will work closely with tBP Architecture and the college in releasing this project to bid. Consultant will: a) assist in facilitating the bid process, b) notify qualified bidders, c) accompany the tBP Architecture team on the job walk to answer bidder questions and provide orientation d) assist in answering RFI's, e) review bid submissions with tBP Architecture and the client and make recommendation on the awardee.

*Phase 3.* Quality Assurance Inspection Services (Group I and Group II Programs).

Consultant will assist the Project Management team representing the District, acting as technical Quality Assurance and compliance coordinator. Consultant will develop and distribute periodic written reports depicting the current situation as noted on field inspections. QA Inspections in a multi-trade environment shall cover all trades associated to the technology component including electrical, mechanical, building, and technology trades. Consultant will participate in all required meetings to properly oversee the technology component installation.

- Consultant will answer all RFI's during the construction period, issuing needed directives and addendums as necessary within the confines of the original scope of work to the contractor. Additional or changes to the original scope of work will be at the listed per hour billing rates.

#### Cost Summary

Phase 1	Consulting and Design	\$ 74,000.00
Phase 2	Bid Process Support	\$ 6,500.00
Phase 3	Grp I & II Project Management	<u>\$ 75,000.00</u>
		\$155,500.00



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project – Labor Compliance Service Agreements

Background: On August 21, 2007 the Board of Trustees approved the Final Project Budget for the Phase III-Norco/Industrial Technology Project.

Staff is now requesting approval to hire WCS/Ca, Inc. to provide Labor Compliance oversight and conduct the required Labor Compliance Program for the project and to hire Patricia A. Guerra to provide on site support for labor compliance monitoring including record keeping, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the project.

Agreements attached.

Fee for the WCS/Ca, Inc. services are not to exceed \$66,280 including expenses. Fee for the Patricia A. Guerra services are not to exceed \$5,000 including expenses. The term of the agreements is from September 12, 2007 to June 1, 2009, with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreements without additional compensation.

To be funded from the Board approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with WCS/Ca, Inc. to provide Labor Compliance oversight and conduct the required Labor Compliance Program for the project and approve the attached agreement with Patricia A. Guerra to provide on site support for labor compliance monitoring including record keeping, analysis of prevailing wage payments, benefits and violations, document collection, correspondence and reporting for the project and approve the expenditure of approved project funds in an amount not to exceed \$66,280 (WCS/Ca, Inc.) - \$5,000 (Patricia A Guerra) and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. Michael Webster  
Riverside Community College District Consultant  
Facilities Planning, Design and Construction

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**WCS/CA, INC.**

THIS AGREEMENT is made and entered into on the 12<sup>th</sup> day of September, 2007, by and between WCS/CA, INC. hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s) and on site at Riverside Community College District's Norco campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from September 12, 2007, to the estimated completion date of June 1, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$66,280 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement,

desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. Consultant shall procure and maintain comprehensive general liability insurance coverage that shall protect District from claims for damages for personal injury, including, but not limited to, accidental or wrongful death, as well as from claims for property damage, which may arise from Consultant's activities as well as District's activities under this contract. Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Such insurance shall provide for limits of not less than \$1,000,000.
10. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

11. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
12. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.
13. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
14. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
15. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

WCS/Ca, Inc.

Riverside Community College District

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Dane Ruddell  
President  
10670 White Rock Rd.  
Suite 300  
Rancho Cordova, Ca 95670

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Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

Date

Date

## **Exhibit I**

### **Scope of Services**

#### **Scope of Project**

Consultant is to provide oversight and conduct the Labor Compliance Program Services for the Phase III-Norco/Industrial Technology Project.

#### **Scope of Services**

Consultant shall provide Labor Compliance Program (LCP) Services to the District to include:

Implementation of the LCP:

- 1.1 Implement the approved LCP.
- 1.2 Conducting pre-job conferences with contractors/subcontractors (Tele-conference).
- 1.3 Review of contractors' payment of applicable general prevailing wage rates.
- 1.4 Review & Monitoring of contractors' employment of properly registered apprentices.
- 1.5 Review & Monitoring of contractors' providing certified payroll records.
- 1.6 Periodic monitoring of construction sites for the verification of proper payments of prevailing wage rates and worker classifications.
- 1.7 Preparation and submittal of annual reports.

Enforcement of the LCP to include:

- 1.1 Notification to contractors/subcontractors of missing or deficient documentation.
- 1.2 Notification to contractors/subcontractors of violations.
- 1.3 Investigating missing, deficient documentation or violations.
- 1.4 Withholding contract payments and imposing penalties for noncompliance.

**AGREEMENT BETWEEN**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

**And**

**PATRICIA A. GUERRA**

THIS AGREEMENT is made and entered into on the 12<sup>th</sup> day of September, 2007, by and between PATRICIA A. GUERRA hereinafter referred to as "Consultant" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services include labor compliance pre-construction contractor/sub-contractor meeting, labor compliance monitoring support, record keeping activities, analysis of prevailing wage payments, benefits, and violations, document collection and correspondence and reporting for the Phase III Norco/Industrial Technology Project.
2. The services outlined in Paragraph 1 will primarily be conducted at Consultant's office(s) and on site as required by the District.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from September 12, 2007, to the estimated completion date of June 1, 2009, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$5,000 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Director of Capital Planning, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by the Director of Capital Planning.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at

any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall first obtain approval of District's representative in writing.

7. All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, written information, and other materials submitted to Consultant in connection with this Agreement shall be held in a strictly confidential manner by Consultant. Such materials shall not, without the written consent of District, be used by Consultant for any purpose other than the performance of the Services or Scope of Work hereunder, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or Scope of Work hereunder.
8. Consultant shall indemnify and hold the District, its Trustees, officers, agents, employees and independent contractors or consultants free and harmless from any claim of damage, liability, injury, death, expense or loss whatsoever based or asserted upon any negligence, recklessness, or willful misconduct of Consultant, its employees, agents or assigns, arising out of, pertaining to, or relating to the performance of Consultant services under this Agreement. Consultant shall defend, at its expense, including without limitation, attorneys fees (attorney to be selected by District), District, its Trustees, officers, agents, employees and independent contractors or consultants, in any legal actions based upon such alleged negligence, recklessness or willful misconduct. The obligations to indemnify and hold District free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged negligence, recklessness or willful misconduct are fully and finally barred by the applicable statute of limitations.
9. District may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case District will pay Consultant in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of the Consultant, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
10. Consultant shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.
11. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District.

12. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party.
13. The parties acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
14. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Patricia A. Guerra

Riverside Community College District

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Patricia A. Guerra  
Consultant  
P.O. Box 105  
Rialto, CA 92377

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Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

Date

Date



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Multiple Prime Construction Management Agreement - ProWest Constructors

Background: On April 23, 2001, the Board approved the 2003-2007 Five Year State Capital Outlay Plan. The Plan included the Phase III-Norco/Industrial Technology Project. The project was approved by the State in 2003 and the District moved forward with the preparation of final design, working drawings and bid specifications. The project is awaiting Division of State Architect (DSA) approval. Upon DSA approval the District will be prepared to bid the project for construction. On August 21, 2007 the Board approved the Final Project Budget in the amount of \$30,632,100.

Staff is recommending that the project be delivered using multiple prime contracting (MPC). MPC, through the engagement of an experienced Construction Management firm, has been determined to be a proven method for managing the construction of community college projects in California. It has also been used extensively by the University of California, and the California State University System.

MPC has allowed Districts to avoid typical risks that accrue to them using the Design Bid Build process. These include change orders and delays because of contractor and subcontractor disputes. MPC offers the opportunity to attract multiple high quality contractors and to complete construction without compromising quality while significantly reducing the potential for claims and litigation.

District staff recommends approval of Multiple Prime Contracting as a delivery method for two primary reasons:

1. The Board has directed that the District provide the opportunity for local businesses and contractors to work on all District projects. It has been demonstrated that Multiple Prime Contracting will afford a greater opportunity for small businesses and contractors to bid on District work. The Multiple Prime Contractor being recommended has the capacity to contact thousands of businesses and contractors including local contractors and businesses through its contracting data base and to inform them of potential bidding opportunities. This will significantly enhance the opportunity for local businesses and contractors to be exposed to bidding on this project. In the Design Bid Build process what normally happens is that there will be three to five general contractors who will use two or three of their favorite sub contractors for each trade category to bid on the project. This constrains the possibility of smaller local businesses and contractors from the opportunity to bid. Additionally, communicating the opportunity to bid across a much greater population of businesses and contractors gives the District a deeper level of competition to secure best possible pricing.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Multiple Prime Construction Management Agreement - ProWest Constructors (continued)

2. Multiple Prime Contracting puts the Multiple Prime Contracting Construction Manager (MPCM) in a position to represent the best interests of the District to produce a quality project at a fixed management fee. Unlike a General Contractor (GC) who shares in the profit and overhead generated by change orders and increased cost of construction, the MPCM has no interest in time extension or change order work because they do not profit from additional work or time extensions. This puts the District in a position to have highly qualified and experienced construction professionals representing the District's interest to produce a quality project built to specifications, on time, and on budget.

In April 2006, the District advertised a Request for Qualifications (RFQ) for construction management services to assist Riverside Community College District in managing and executing construction projects. After presentations and discussion, the construction management review committee recommended that five firms be approved for hire to execute selected capital construction projects. On June 20, 2006 the Board of Trustees approved the recommended list of five Construction Management firms. ProWest Constructors was one of the five approved to perform work in this capacity.

On October 17, 2006 the Board approved an agreement with ProWest Constructors to provide staff augmentation construction management services for the Phase III-Norco/Industrial Technology Project. Since that time ProWest Constructors has been engaged in the project working with District staff and the design architect to develop the working drawings and bid specifications. Staff now proposes that the District enter into an agreement with ProWest Constructors to provide multiple prime construction management services for the Phase III-Norco/Industrial Technology Project. Services under this agreement would include bid preparation, bidding, management and oversight of the construction execution and ensuring compliance with all bid specifications, contract drawings, code compliance and DSA requirements, and assist with building commissioning for the project. Upon execution of the multiple prime agreement the October 12, 2006 agreement with ProWest Constructors will be terminated.

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

General Conditions - \$1,800,000  
Construction Management Fee - \$930,000  
General Liability Insurance Fee - \$288,445  
Total Fee - \$3,018,445

Agreement Attached.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: September 11, 2007

Subject: Phase III-Norco/Industrial Technology Project - Multiple Prime Construction  
Management Agreement - ProWest Constructors (continued)

The funding source for these construction management services and expenses are included in the Board approved project budget (State Construction Act and Measure C funding - Resources 4100 and 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached agreement with ProWest Constructors to provide Multiple Prime Construction Management Services for bid preparation, bidding, construction, and building commissioning for the Phase III-Norco/Industrial Technology Project and approve the expenditure of project funds in an amount not to exceed \$3,018,445 and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. Michael Webster  
Riverside Community College District Consultant  
Facilities Planning, Design and Construction

**CONSTRUCTION MANAGEMENT AGREEMENT**

between

RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

THE CONSTRUCTION MANAGER

This AGREEMENT is made on the 12th day of September in the year 2007, between Riverside Community College District, hereinafter called "District", and ProWest Constructors, the Construction Manager, hereinafter called "CM", for the following project:

**RIVERSIDE COMMUNITY COLLEGE DISTRICT – INDUSTRIAL TECHNOLOGY NORCO CENTER**

**PROJECT DESCRIPTION:** The project consists of construction of new 44,862 square foot (gross area) Industrial Technology Laboratory and Classroom Building, at Riverside Community College – Norco Center, Norco California. The Building is classified Type II 1 hour construction, with steel moment frame structure, concrete floors, precast concrete wall and spandrel panels, and clay tile roof. Two story wing houses will include laboratory classrooms and administrative offices. One story wing will contain manufacturing, computer, and environmental laboratories. Work also includes site development, grading, utilities, storm drainage, paving, hardscape, landscape irrigation and planting, code required improvements to accessible parking spaces, and other site improvements.

The project delivery method will consist of the CM managing multiple prime trade contractors. The overall construction schedule is estimated to be 17 months from construction commencement to substantial completion, plus 3 months for project closeout.

**CONSTRUCTION BUDGET:** \$22,188,100 (Construction cost, based upon the CM Cost Estimate dated 3/29/07)  
\$30,632,101 (Total project cost)

**DISTRICT'S DESIGN PROFESSIONAL:** tBP Architecture  
2300 Newport Boulevard  
Newport Beach, CA 92663  
Telephone: 949-673-0300  
Facsimile: 949-673-9267

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1 GENERAL REQUIREMENTS

1.1.1 This Agreement shall be governed by the laws of the State of California.

1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.3 District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by District as a result of CM's breach of its obligations under this Agreement.

1.1.4 Time is of the essence for this Agreement.

1.1.5 The Construction Manager accepts the relationship of trust and confidence established with the District by this Agreement, and covenants with the District to furnish the CM's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the District. The CM shall furnish construction administration and management services and use the CM's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the District. The District shall endeavor to promote harmony and cooperation among the District, Architect, CM and other persons or entities employed by the District for the Project.

1.1.6 CM shall cooperate with the District and allow for designated individuals to enter the project site as requested by District.

1.1.7 CM to advise the District of any accidents or claims and the District retains the right to investigate any such accident as it sees fit.

#### 1.2 CONSTRUCTION MANAGER STANDARD OF CARE

1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode).

#### 1.3 DEFINITIONS

Unless defined differently herein, terms used in this Agreement shall have the same meaning as those used in District's Bidding Documents and General Conditions.

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractors to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Not Used.*

**1.3.3**      *Not Used.*

**1.3.4**      *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

**1.3.5**      *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Master Project Schedule, Agreement, General Conditions, Supplementary Conditions, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

**1.3.6**      *Contractor.* The term "Contractor" shall mean any entity which holds a contract with the District for any portion of the construction for the Project. The term "Contractor" shall also include prime trade contractor(s).

**1.3.7**      *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

**1.3.8**      *Estimated Project Construction Cost.* The term "Estimated Project Construction Cost" shall mean CM's written estimate in the form specified by District, of the total Construction Cost of the project at the various stages of the design process.

**1.3.9**      *Local Agency Head.* The term "Local Agency Head" shall mean the person who signs this Agreement on behalf of the District, but shall not necessarily be the District's Representative. The appropriate government codes for local agency heads shall apply to this Agreement.

**1.3.10**     *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

**1.3.11**     *Project CM.* The term "Project CM" shall mean the specific District-approved CM named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

**1.3.12**     *Project Program.* The term "Project Program" is a written statement of District's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

**1.3.13**     *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for District showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

**1.3.14**     *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Construction Contractors.

**1.3.15**     *Bidding Documents.* The term "Bidding Documents" shall mean those documents prepared and furnished by District for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

**1.3.16**     *District.* The term "District" shall mean Riverside Community College District.

**1.3.17** *District Representative.* The term "District Representative" shall mean the person acting on behalf of the District.

**1.3.18** *District's Designated Administrator.* The term "District's Designated Administrator" shall mean the person acting on behalf of District.

## ARTICLE 2

### **CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES**

Basic services to be provided by CM consist of the services described in this Article 2.

#### **2.1 GENERAL**

**2.1.1** CM shall designate a principal or a staff member to act as CM's representative. This representative shall remain in charge of all professional services for the Project under this Agreement, who so long as the representative's performance continues to be acceptable to District shall remain in charge unless a substitution is approved in writing by the District. District may request for substitutions in writing. District-approved CM representative shall be the person named below:

David Saacks - Construction

If for any reason the person designated as CM representative in this Article 2 becomes unavailable, the District may terminate this Agreement for convenience under Article 16. This right to terminate the Agreement for convenience shall be in addition to, and shall not limit, any other rights or remedies available to the District.

**2.1.2** CM shall be the District's Designated Administrator.

**2.1.3** CM shall abide by all regulations imposed by authorities having jurisdiction over the Project.

**2.1.4** CM shall assist District and Design Professional in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

**2.1.5** CM shall cooperate with other professionals District may employ for related work.

**2.1.6** To the extent required by District, CM shall consult with authorized employees as determined by District, agents, and representatives of District relative to the design and construction of the Project.

**2.1.7** CM shall monitor the Design Professional's work to ensure that it is performed in accordance with the Master Project Schedule.

**2.1.8** CM shall act in the best interest of District, and District's interest shall be primary.

#### **2.2 SCHEMATIC DESIGN PHASE**

*Not Used.*

#### **2.3 DESIGN DEVELOPMENT PHASE**

*Not Used.*

## **2.4 CONSTRUCTION DOCUMENTS PHASE**

*Not Used – Under Separate Contract with District.*

## **2.5 BIDDING PHASE**

**2.5.1** CM shall assist District in the execution of the bidding process including but not limited to the following:

- .1 Assist the District in the pre-bid conference
- .2 Implement a successful contractor outreach program to attract local prime trade contractors to bid on the work and in accordance with the public contracting law rules and regulations
- .3 Review and coordinate addenda with the Architect and District
- .4 Conduct the public bid opening at a location determined by and authorized through the District
- .5 Conduct post-bid conference and discussion of award of contracts to low bidders
- .6 Assist in recommending bids and resolving bid discrepancies with prime-trade contractors
- .7 Assist with assembling, delivering and executing the agreements with prime-trade contractors
- .8 Assist in resolving bid disputes and bid protests and attend bid resolution sessions as required by the District
- .9 Prepare the bid summary sheets and assist the District in submitting the necessary documentation for State approval of contract award
- .10 Assist with the preparation of agenda items for the Board meeting including a summary of the bidder outreach program described in .2 above.

## **2.6 CONSTRUCTION PHASE**

**2.6.1** CM shall assist District and Design Professional as requested in the preparation of the pre-construction meeting. CM shall prepare matrix charts of Design Professional's staff and responsibilities, District's staff and responsibilities, and CM's staff and responsibilities.

**2.6.2** CM shall assist District and Design Professional in monitoring written communications between Design Professionals, District's Representative and Contractors.

**2.6.3** CM shall assist Design Professional, as requested by District and Design Professional, in the resolution of disputes.

**2.6.4** CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost. All major changes and cost factors shall be described in a narrative that shall be attached to the Monthly Cost Report. The current month's report narrative shall identify any changes from the estimate in the previous month's report.

**2.6.5** CM shall assist District and Design Professional in evaluating Contractor Change Order Requests, and make written recommendations regarding such requests.

**2.6.6** CM shall assist in negotiations with Contractors as requested by District.

**2.6.7** CM shall assist Design Professional, as requested by District, in obtaining back-up documentation, shop drawings, and materials submittals from Contractors.

**2.6.8** **CM LIMIT OF AUTHORITY.** As part of the CM's scope of services, it shall carry out all duties and responsibilities listed as District's Representative in construction contracts between District and Prime Trade



Contractor(s). The CM's authority in carrying out the responsibilities as the District's Representative will be limited. The CM shall not have authority as the District's Representative to: a) take any action resulting in a change in Contract costs, scope, or Contract time; b) issue Notices of Completion; c) issuance of contracts; and d) approval of pay requests. Where CM's authority in carrying out the responsibilities as the District's Representative are limited, the CM shall still provide all effort associated with such duties as if the CM was carrying out these responsibilities, advise the District of findings and recommendations associated with such effort, or any effort requested by the District to carry out the duties listed above. CM will also be required to coordinate all Contract Documents interpretations, Shop Drawings, Product Data and Samples; through the Design Professional. In cases of conflict of opinion between Design Professional and CM regarding interpretation of Contract Documents, Shop Drawings, Product Data and Samples, the CM will advise District Designated Representative and receive written District Designated Representative direction prior to taking final action as District's Administrator.

**2.6.9** CM shall develop and maintain the "Master Project Schedule". The Master Project Schedule" shall be developed from the Prime Trade Contractors' Schedule and the Preliminary Master Project Schedule developed by the CM and included with the Contract Bid Documents. Once finalized, the CM shall completely manage and update the Master Project Schedule throughout the course of the project within the limit of its authority stated in 2.6.8.

## **2.7 RECORD DOCUMENTS**

**2.7.1** CM shall receive Design Professional's Record Documents, evaluate their completeness and recommend to District in writing whether to accept or reject said documents.

## **ARTICLE 3**

### **CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES**

Unless required to be performed as part of basic services, the services described in this Article 3 are additional services. These Additional Services shall be paid for by District, as provided in this Agreement, in addition to the compensation for Basic Services. CM shall provide Additional Services only when and as authorized in a written Amendment signed by District. No Additional Services shall be compensable unless so authorized.

#### **3.1 PRE-CONSTRUCTION PHASES**

#### **3.2 CONSTRUCTION PHASE**

#### **3.3. POST-CONSTRUCTION**

#### **3.4 GENERAL**

## **ARTICLE 4**

### **DISTRICT RIGHTS AND RESPONSIBILITIES**

#### **4.1 ADMINISTRATION**

**4.1.1** District will designate, in writing, a Representative who will act on behalf of District with respect to this Agreement. CM shall accept directives only from District's named Representative and not from other District employees. District may replace District's named representative at its sole option; if this replacement is made, District will notify CM in writing.

#### **4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS**

**4.2.1** District has furnished the information and reports (if any) as set forth in subparagraph 12.2.1, which are hereby incorporated and made a part of this Agreement.

**4.2.2** District will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

**4.2.3** District will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

**4.2.4** District shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

**4.2.5** The services, information, surveys, and reports required by this Article 4 will be furnished at District's expense.

**4.2.6** District will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by District and CM for the performance of CM's services under this Agreement.

## **ARTICLE 5**

### **COMPENSATION**

District will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

#### **5.1 COMPENSATION FOR BASIC SERVICES**

**5.1.1** The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fixed fee as follows:

- \* CM Fee - \$930,000 to be paid as follows:
  - \$50,294 per month for the first 17 months
  - \$25,000 per month for the next 2 months (closeout)
  - \$25,002 for the last month (closeout)

\* General Liability Insurance Fee - \$288,445 to be paid at the commencement of construction.

- \* General Conditions – \$1,800,000 to be paid as follows:
  - \$100,588 per month for the first 17 months
  - \$30,000 per month for the next 2 months (closeout)
  - \$30,004 for the last month (closeout)

**5.1.2** District reserves the right to withhold monies for services not received as part of Basic Services which extend beyond the duration of this Agreement unless an Amendment is issued by District for extension of services.

## **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

**5.2.1** For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with a mutually acceptable lump sum price.

**5.2.2** District reserves the right to change time and scope of the Work. If District changes either time or scope, the CM's fees shall be adjusted in accordance with a mutually acceptable lump sum price.

**5.2.3** If the duration of this Agreement (20 months) exceeds or is extended through the fault of District, Design Professional, or Contractors and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided District has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by District and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

## **5.3 REIMBURSABLE EXPENSES**

**5.3.1** For Reimbursable Expenses, as described in this Paragraph 5.3, only actual costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

**5.3.2** Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM in the interest of the Project, for the following expenses:

- .1 Expenses for postage, handling, and delivery for Drawings, Specifications, and other documents, deemed necessary by District.
- .2 Expenses for reproduction of drawings, specifications, and other documents.

**5.3.4** District reserves the right to decline reimbursement for unreasonable, unnecessary or excessive expenses.

## **ARTICLE 6**

### **PAYMENTS**

#### **6.1 PAYMENTS FOR BASIC SERVICES**

6.1.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.1.2 Payments shall be made within 30 days of receipt of invoice from CM.

#### **6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES**

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.2.2 Payments shall be made within 30 days of receipt of invoice from CM.

#### **6.3 PROJECT SUSPENSION**

6.3.1 If the Project is suspended or abandoned, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.2, CM shall be compensated for all authorized services performed prior to the receipt of written notice from District of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

## **ARTICLE 7**

### **CM'S RECORDS AND FILES**

7.1 Books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. District or District's authorized representative shall have access to, the right to audit and the right to copy pertinent parts of CM's books and records. CM's records shall include but not be limited to accounting records (hard copy, as well as computer readable data); contracts; payroll records; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this Agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.

7.2 CM shall make files available for inspection and copying by District upon reasonable notice. District or District's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate work space in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

## ARTICLE 8

### DISTRICTSHIP AND USE OF DOCUMENTS AND SYSTEMS

#### 8.1 SCHEDULE AND COST CONTROL SYSTEMS

8.1.1 All systems developed for and with District resources shall become the property of District, whether or not the Project for which they are developed is executed. CM shall be permitted to retain copies for information and reference.

8.1.2 District will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that District's use of the systems is contrary to or in violation of any copyright, patent, trade secret, trade name, trade mark, or any proprietary, contractual or legal right pertaining to their use.

## ARTICLE 9

### DISPUTES

#### 9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

#### 9.2 MEDIATION

9.2.1 Within 60 days, but no earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

#### 9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and District which cannot be settled through negotiation or mediation shall be subject to binding arbitration or litigation as follows:

##### .1 ARBITRATION WITH CONTRACTOR

.1 If any claim arises under the Construction Contract Documents for the Project and is submitted to binding arbitration, and either Contractor or District claims that the acts or omissions of CM are involved, in whole or in part, any claim by District against CM arising out of or in connection therewith may be asserted, at the option of District, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

##### .2 LITIGATION WITH CONTRACTOR

.1 If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or District claims that the acts or omissions of CM are involved, in

whole or in part, any claim by District against CM arising out of or in connection therewith may be asserted, at the option of District, against CM in the same litigation.

### **.3 ARBITRATION WITHOUT CONTRACTOR**

.1 Disputes arising from this Agreement between CM and District which cannot be settled through negotiation or mediation, and which are not resolved by binding arbitration or litigation pursuant to subparagraphs 9.3.1.1 and 9.3.1.2 shall be subject to arbitration without Contractor conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid Rules of the AAA:

.1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.

.2 District's Representative and/or District's consultants, shall if required by agreement with District, upon demand by District join in and be bound by the arbitration.

.3 Concurrent disputes subject to this subparagraph 9.3.1.3.3 shall be consolidated into a single arbitration unless the parties otherwise agree in writing.

.4 No hearing shall be held prior to final completion of the Project unless District decides otherwise.

.5 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California.

.6 If total claims are less than \$50,000, AAA expedited procedures as modified by this Article 9 shall apply. If total claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total claims are in excess of \$100,000 and are submitted to arbitration, the controversy shall be heard by a panel of 3 arbitrators, one of which shall be an attorney.

.7 The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall have 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

.4 Unless District and CM otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all claims or cross claims submitted to arbitration is in excess of \$50,000 the award shall contain the basis for the decision, findings of fact, and conclusions of law.

Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296.

The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

#### **9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE**

**9.4.1** Claims for bodily injury, personal injury, wrongful death, or property damage (other than property damage to District) shall not be subject to arbitration under paragraph 9.3 or mediation under paragraph 9.2.

### **ARTICLE 10**

#### **INDEMNIFICATION AND INSURANCE**

##### **10.1 INDEMNIFICATION**

**10.1.1** CM shall indemnify, defend, and hold harmless District and its Trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or CM's other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of CM, its officers, agents, employees, subcontractors, consultants, or any person or entity for whom CM is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

**10.1.2** The indemnification obligations under this Article 10 shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses; provided however, that Indemnitor's reasonable defense costs (including attorney and expert fees) will be reimbursed in proportion to the determination of Indemnitee's fault.

**10.1.3** CM shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney's fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use on the Project by Indemnitee of the design or construction documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

**10.1.4** Nothing in this Agreement, including the provisions of this Article 10, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

##### **10.2 INSURANCE REQUIREMENTS**

CM, at CM's sole cost and expense, shall insure its activities in connection with this Agreement and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph 10.2 shall not in any way limit the liability of CM.

**10.2.1** Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than \$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits of liability as follows:

.1	Each Occurrence	\$1,000,000
.2	Products and Completed Operations (Aggregate)	\$2,000,000
.3	Personal and Advertising Injury	\$1,000,000
.4	General Aggregate	\$2,000,000

**10.2.2** Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

**10.2.3** Professional Liability Insurance, with minimum limits of liability as follows:

.1	Each Occurrence	\$1,000,000
.2	Aggregate	\$2,000,000

**10.2.4** If the above insurance (subparagraphs 10.2.1 and 10.2.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Payment on this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation coverage for professional services as called for in this Agreement. Insurance required by subparagraphs 10.2.1-10.2.3 shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

**10.2.5** Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time. Insurance required by this subparagraph 10.2.5 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the District.

**10.2.6** CM, upon execution of this Agreement, shall furnish District with Certificate of Insurance evidencing compliance with this Article 10, including the following requirements:

- .1 CM shall have the insurance company complete District's form, Certificate of Insurance. It alone constitutes evidence of insurance.
- .2 Provide that coverage cannot be canceled without 10 days advance written notice to District.
- .3 If insurance policies are canceled for non-payment, District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against CM.



.4 The General Liability Insurance policy and the Business Automobile Liability Insurance policy shall name The District as an Additional Insured. As respects Professional Liability include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage.

.5 All insurance policies shall apply to the negligent acts, or omissions of CM, its officers, agents, employees, and for CM's legal responsibility for the negligent acts or omissions of its consultants and anyone directly or indirectly under the control, supervision, or employ of CM or CM's consultants.

10.2.7 The District shall provide Builder's Risk Insurance for the project.

## **ARTICLE 11**

### **STATUTORY REQUIREMENTS**

#### **A. NONDISCRIMINATION**

In connection with the performance of CM pursuant to this Agreement, CM will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The Regents' policy). CM will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law). This equal treatment shall apply, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

#### **B. PREVAILING WAGE RATES**

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors. For purposes of this Article, workers employed by CM who are engaged in "general conditions" services shall not be subject to prevailing wage requirements, including paragraphs 11B, 11C, 11D, and 11E.

2. CM shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. CM shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by CM in the execution of the Covered Services hereunder. CM shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors shall pay not less than the prevailing wage rates to all workers employed by such

subcontractor in the execution of the Covered Services hereunder. CM shall forfeit to District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by CM or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the CM fee. CM shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

4. The District is obligated to meet certain contract compliance reporting requirements, and CM shall support and coordinate District's efforts in this endeavor.

#### **C. PAYROLL RECORDS**

1. CM and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by CM or subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CM on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of CM or subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CM awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. CM shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. CM shall inform District of the location of such payroll records for the written authorization, including the street address, city, and county; and CM shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, CM shall have 10 days in which to comply following receipt of notice specifying in what respects CM must comply. Should noncompliance still be evident after the 10-day period, CM shall forfeit to District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the CM fee.

#### **D. APPRENTICES**

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by CM and subcontractors as apprentices for the Covered Services

hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When CM or subcontractors employ workers in any apprenticeship craft or trade for the Covered Services hereunder, CM or subcontractors shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving CM or subcontractors under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work, except as permitted by law. CM or subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If CM or subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, CM and subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. CM may include the amount of such contributions in computing its compensation under the Agreement; but if CM fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event CM willfully fails to comply with this Paragraph 11D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by CM or subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

#### **E. WORK DAY**

1. CM shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. CM shall forfeit to District, as a penalty, \$25 for each worker employed in the execution of this Agreement by CM, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. CM and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall

be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

## **ARTICLE 12**

### **EXTENT OF AGREEMENT**

#### **12.1 AUTHORITY OF AGREEMENT**

**12.1.1** This Agreement represents the entire and integrated agreement between District and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both District and CM.

#### **12.2 EXHIBITS**

**12.2.1** This Agreement includes the following exhibit attached hereto:

Exhibit A: (Attached)

#### **12.3 THIRD-PARTY BENEFICIARIES**

**12.3.1** Nothing contained in this Agreement is intended to make the construction Contractor or any construction Subcontractor (regardless of tier), any employee or agent of the construction Contractor or any Subcontractor or any person, including Design Professional, any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between District and CM.

## **ARTICLE 13**

### **FEDERAL AND STATE GRANTS**

In the event that a federal or state grant or other federal or state financing is used in the funding of this Project, CM shall permit the funding agency or its designee access to, and grant the funding agency the right to examine documents covering the services performed under this Agreement. CM shall comply with applicable federal or state agency requirements including, but not limited to, the requirements regarding hours, overtime compensation, nondiscrimination, and contingent fees.

## **ARTICLE 14**

### **NOTICES**

#### **14.1 DISTRICT**

Any notice may be served upon District by delivering it, in writing, to District at the address set forth on the last page of this Agreement, or by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to District at the aforementioned or by sending a facsimile of the notice to District's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

## **14.2 CONSTRUCTION MANAGER**

Any notice may be served upon CM by delivering it, in writing, to CM at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to CM at the aforementioned address, or by sending facsimile of the notice to CM's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

## **ARTICLE 15**

### **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon District and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of District.

## **ARTICLE 16**

### **TERMINATION OF AGREEMENT**

#### **16.1 DISTRICT-INITIATED TERMINATION**

**16.1.1** If CM has failed to perform in accordance with the terms and conditions of this Agreement, District may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 30 days (or more, if authorized in writing by District) after receipt of a notice of intention to terminate from District specifying the failure in performance. If a termination for cause does occur, District will have the right to withhold monies otherwise payable to CM until the Project is completed. If District incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by District exceeds the amount withheld, CM shall be liable to District for the difference, except that CM's total liability under this paragraph shall be limited to the CM fee specified in paragraph 5.1.1.

**16.1.2** District may terminate this Agreement for convenience at any time upon written notice to CM, in which case District will pay CM in full for all services performed and all expenses, including shut down and demobilization expenses, incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to District or in the possession of CM, and to authorize Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

#### **16.2 CM-INITIATED TERMINATION**

**16.2.1** CM may terminate this Agreement for cause if District fails to cure a material default in performance within a period of 30 days, or such longer period as CM may allow, after receipt from CM of a written termination notice specifying the default in performance. In the event of termination for cause by CM, District will pay CM in accordance with subparagraph 16.1.2.

**16.3 DOCUMENTS AND MATERIALS**

**16.3.1** In the event of Agreement termination by either party for any reason, District reserves the right to receive, and CM shall promptly provide to District, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 16 shall not derogate from the right of District to receive and use such documents or materials.

**IN WITNESS WHEREOF, District and CONSTRUCTION MANAGER** have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: ProWest PCM, Inc., dba ProWest Constructors

By: Randy Craig, President  
(Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

CONSTRUCTION MANAGER FIRM ADDRESS: 22710 Palomar Street  
Wildomar, CA 92595

CONSTRUCTION MANAGER TELEPHONE & FACSIMILE NUMBER: 951-678-1038 & 951-678-1034

EMPLOYER IDENTIFICATION NUMBER: 33-0647835 (Required)

DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: Aaron S. Brown, Interim Vice Chancellor, Administration & Finance  
(Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

DISTRICT ADDRESS: Riverside Community College District  
4800 Magnolia Street  
Riverside, CA 92506

DISTRICT TELEPHONE & FACSIMILE NUMBER: 951-222-8789  
951-328-3588

**Exhibit A**  
**Construction Management Agreement**  
**September 12, 2007**  
**Scope of Services**

**Construction Phase**

1. Chair and record regular biweekly progress meetings with RCC, Architect and ProWest to make key decisions, resolve problems and maintain communication. Chair and record all Preconstruction meetings with all trade contractors and Special Inspectors. Chair and record special meetings such as pre-waterproofing, pre-roofing, etc. Chair and record regular weekly prime trade contractor progress meetings between ProWest and all contractors. Chair and record regular weekly MEP coordination drawing meetings between ProWest and all above-ceiling contractors.
2. Provide direct supervision, coordination, scheduling and problem resolution for Prime Trade Contractors. This will include a full time on-site staff, complete with all associated general conditions.
3. Coordinate all Division 1 requirements.
4. Enforce Prime Trade Contractor contracts. Enforce scopes of work and contractor schedules.
5. Plan ahead to avoid problems. When problems arise, resolve them quickly. Research, analyze, record and recommend solutions for final decision by RCC.
6. Assist the team in obtaining permits.
7. Create a procurement schedule spreadsheet, which identifies all materials, equipment, 2<sup>nd</sup> tier suppliers and subcontractors, lead times, contacts, etc.
8. All budget and cost control. Produce a monthly budget control report which tracks budgets vs. contracts/change orders vs. payments vs. projected costs. Keep the project under budget. Review all prime trade contractor bills and lien releases. Secure lien releases from 2nd tier suppliers and contractors if required. Coordinate payments and joint checks.
9. RFI, submittal and change order review, analysis and recommendation. Provide tracking reports and update biweekly.
10. Weekly quality control inspections and safety inspections.
11. Tracking of contractors' liability insurance throughout project.
12. Create and update the Critical Path Method construction schedule for the project. Communicate the schedule to all contractors. The schedule is to include submittal times and material lead times and will be reviewed and updated at regular meetings.
13. Produce formal, bound, monthly reports which summarize progress, finances, schedule and critical issues.

14. Coordinate soils testing and other special testing as required.
15. Coordinate all inspections including SFM, etc.
16. Coordinate furniture, equipment and other owner furnished requirements with Prime Trade Contractors.
17. Review the safety programs of the Prime Trade Contractors and make appropriate recommendations to RCC.
18. Observe the work of Prime Trade Contractors, review inspection reports and ensure necessary corrections are made.
19. Perform an above-ceiling punch list prior to closing ceiling areas. Record and distribute to all affected contractors. Manage completion of the outstanding items.
20. Assist Architect and RCC in coordinating the checkout of utilities systems and equipment for readiness and assist in their initial start-up and testing by the Prime Trade Contractors.
21. Assist the team in coordination and installation of owner furnished items.
22. Secure substantial completion and RCC approval. Create a detailed punch list for completion by contractors. File notice of substantial completion with the County Recorder.

**Post Construction Phase**

1. Manage completion of punch list. Secure warranties from contractors. Secure all final inspections. Prepare, for filing by RCC, Notices of Final Completion for each contractor.
2. Make recommendations regarding final payments to contractors; obtain final lien releases from all subcontractors and suppliers; make recommendations for resolution of all change orders; make recommendations for payment of contractors after expiration of subcontractor lien period.
3. Finalize as built drawings. Secure all maintenance and operations manuals, along with all critical project data, neatly organize and bind into volumes and deliver to RCC.
4. Assist with equipment installation and RCC move-in. Troubleshoot operating problems.

**Warranty Phase – First Year**

1. Assist RCC with warranty work during first year of warranty period. Help RCC enforce warranties.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: September 11, 2007

Subject: Nursing/Sciences Building Project – Amendment to Design Services Agreement

Background: On June 20, 2006, the Board of Trustees approved an agreement with GKK Works to provide the design services for the Riverside Nursing/Sciences Project. The agreement included preparation of design, plans, specifications, and working drawings. The agreement provided for the provision to assign additional services on a negotiated basis.

Staff is now requesting to amend the agreement with GKK to assign services for the development of design and specifications of site directory and special signage, engineering and design services for audio-visual and information technology systems, and design services for the development of safety and security systems. Fees for the assigned services total \$389,952 (signage - \$76,692, audio visual/information technology - \$213,210, safety and security - \$100,050)

Amendment attached.

To be funded from the Board approved project budget, (Measure C funding – Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the attached Amendment to the Agreement with GKK Works to provide additional services for the development of design and specifications of site directory and special signage, engineering and design services for audio-visual and information technology systems, and design services for the development of safety and security systems and approve the expenditure of the Board approved project funds in an amount not to exceed \$389,952 and authorize the Interim Vice Chancellor Administration and Finance to sign the agreement with the provision that the Vice Chancellor Administration and Finance may extend the end date of the agreement without additional compensation.

James L. Buysse  
Interim Chancellor

Prepared by: Dr. Michael Webster  
Riverside Community College District Consultant  
Facilities Planning, Design and Construction

AMENDMENT TO THE AGREEMENT  
DATED JUNE 21, 2006  
BETWEEN  
GKK WORKS  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
(Nursing/Sciences Building Project)

This Agreement shall be amended this date, September 12, 2007, as follows:

The term of this agreement shall be from September 12, 2007, to the original agreement end date of September 30, 2012, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the agreement termination date with the consent of GKK Works.

GKK Works shall provide the following additional scope of work: Reference Exhibit I, attached.

Total additional compensation of this amended agreement shall not exceed \$389,952, including expenses. Payments and final payment shall coincide with original agreement dated June 21, 2006.

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

GKK Works

Riverside Community College District

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Kris Kay, AIA  
Director, Higher Education Services  
2355 Main St. Suite 220  
Irvine, CA 92614

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Aaron S. Brown  
Interim Vice Chancellor  
Administration and Finance

Date

Date

## Exhibit I

### Scope of Services

#### Scope of Project

Consultant shall provide professional services for the new Nursing/Sciences Building project that was not in the original agreement. The additional professional services include the development of site directory and interior special signage requirements, which will be part of the Group 1 Equipment. Additional design professional services to include audio-visual engineering for Group II design/support and safety and security design services.

#### Scope of Services for Signage

##### Design Phase Services Include:

- Sign type menu.
- Sign location plans and message schedule.
- Development of design-related issues including sign forms, sizes, materials, fabrication methods, color and graphic elements such as typestyle, arrow design and symbology.
- Construction documents (drawings and specifications) suitable for bidding, fabrication and installation.

##### Bidding and Construction Phase Services Include:

- Assistance in establishing sign bidders/contractors.
- Assist District and Construction Management team client in bidding and negotiating with fabricators.
- Review material submittals and shop drawings.
- Provide answers to question and clarify documents (if needed) during fabrication.
- Review shop drawings and material submittals.
- Conduct one (1) review during fabrication to ensure proper execution of work.
- Conduct one (1) on-site review with fabricator prior to installation and one (1) after installation to ensure proper execution of contract.

##### Miscellaneous Includes:

ADA required signage  
Directional signage  
Disabled parking signage  
Typical Room Identification signage  
Egress signage (directional)  
Stairway identification

##### Compensation for Signage:

The professional services fee of \$76,692 (Seventy-Six Thousand, Six Hundred Ninety-Two Dollars and No Cents) for this work is based on estimated time, and includes reimbursable expenses.

## **Scope of Services for Audio-Visual Engineering**

### Phase 1 – Consulting and Design for the development of Construction Documents Include:

- This phase shall begin immediately upon District's notice to proceed and conclude at completion of Construction Documents phase.
- Consultant Team will work with District staff in the process of developing the construction documents supporting the Group II Audio Visual and Information Technology Systems.
- It is planned that the AV and IT Systems will be separate bid packages.
- There will be client reviews, product reviews and key decision points as part of this process.
- Consultant will provide the Construction Documents, ready for bid.

### Phase 2 - Bid Process Assistance Include:

- Consultant Team will work with the District in releasing this project to bid by performing the following:
  - Assist in facilitating the bid process.
  - Notify qualified bidders.
  - Accompany District and Construction Management team on the job walk to answer bidder questions and provide orientation.
  - Assist in answering bidders questions
  - Review bid submissions with District and Construction Management team.
- Bidding of AV/IT systems will commence approximately 6-9 months prior to completion of construction.

### Phase 3 - Quality Assurance Review Services (Group II Programs) Include:

- This work shall be performed during the construction phase.
- Consultant Team will assist the District and Construction Management team, acting as Technical Quality Assurance and Compliance Coordinator for both the AV and IT contractors.
- Consultant Team will develop and distribute periodic written reports depicting the current situation as noted on field reviews.
- Quality assurance reviews in a multi-trade environment shall cover trades associated to the technology component including electrical, mechanical, building, and technology trades.
- Consultant Team will participate in required meetings regarding technology component installation.
- Consultant Team will review/respond to RFI's during the construction period and issue needed directives.

### Compensation for Audio-Visual Engineering:

Professional services fee of \$213,210 (Two Hundred Thirteen Thousand, Two Hundred Ten Dollars and No Cents).

## **Scope of Services for Safety and Security Design Services**

### Design Development Phase Include:

- Consultant will provide recommendations of security systems for this project based on the District's approved Security Master Plan. The Riverside Community College District has been moving toward using card access control to solve the problems caused by the difficulty of maintaining key controls. This gives them much more flexibility and an easier way to maintain the inventory. On the recent projects, every room for which a key would normally be issued has been configured with electrified locks and a card reader.
- Consultant will prepare Design Development level Security plans for the project site and each floor level. It should be noted that Consultant is developing Security Standards for the District and the field device details will be provided as a specification section, rather than on drawing sheets.
- Consultant will prepare Design Development level Outline Specifications in Microsoft Word format.

### Construction Document Phase Include:

- Consultant will prepare final security plans for the project site and each floor level.
- Consultant will prepare final construction specifications, in Microsoft Word format.

### Construction Support Services Include:

- Assisting with identification of qualified bidders for the security portion, as the installers must be certified by the manufacturers of the systems that the District has selected.
- Participation in a pre-bid meeting or telephonic support of a pre-bid coordination effort.
- Participation in a kick-off meeting upon award of the contract to the security installation company.
- Responding to the RFI's.
- Reviewing submittals.
- Review of the status of progress for the security portion of the project.
- Attending construction meetings on an as-needed basis when security related issues are being addressed.
- Review of the as-built documentation and testing sheets prior to final testing.
- Participation in final testing and creating of the security related punch list.
- Verification of the completion of the punch list items.
- Coordination with the District administration and the installation contractor regarding end-user training, database updates, and related items.
- Coordination with the District Police Department for planning and the addition of the monitoring of these points.
- Coordination with the District Information Technology department regarding the activation of the connections for the equipment to the District network.
- Trips to Riverside for the meetings and sign-off.

### Compensation for Safety and Security Design Services:

Professional services fee of \$100,050 (One Hundred Thousand, Fifty Dollars and No Cents).

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: September 11, 2007

Subject: Sublease Agreement with the County of Riverside Economic Development Agency for the Culinary Academy

Background: Presented for the Board's review and consideration is a renewal sublease agreement between the Riverside Community College District and the County of Riverside, Economic Development Agency, to supply office space, classroom, dining room and kitchen/laboratory facilities to operate the Culinary Academy. In the mid-1990's, the District entered into a partnership with the Riverside County Office of Education (RCOE) and the Economic Development Agency (EDA) to run the Culinary Academy. RCOE and EDA contributed funds toward equipment, operating expenses, repairs and instructor and director salaries and provided the space for the program to operate, and RCOE also offered instruction through ROP. In 2003, RCOE left the partnership. At that point, RCCD expanded its program, and shared costs were negotiated between EDA and the District.

In mid-2006, EDA determined that it could no longer be a financial contributor to the program. So, in July, 2006, the District entered into an agreement with EDA to sublease the space then being used by the Culinary program. This decision was made because moving the program would be very expensive. Further, the Riverside Campus was not (and still is not) equipped to handle a restaurant training atmosphere which serves the public. Additionally, there were concerns about program disruption for enrolled students. At present, these conditions remain the same.

Major changes from last year's Sublease Agreement are: 1) An increase in the monthly rent of \$347.32 (3.4%), for a total monthly rent of \$10,270.57, with an additional monthly increase in November of \$294.00, based on the Master Lease that EDA has with the owner, for a total monthly rent of \$10,564.57 (2.6%); 2) we will be responsible for our own custodial, with the exception of the restrooms; 3) we will be allowed to perform our own maintenance repairs within the restaurant area through our facilities department (previously, we had to allow the owner to make the repairs through his construction company) and, 4) we must provide 120 days notice if we do not intend to renew the Sublease.

The District has been informed that in 2009 EDA will completely vacate its space at the Spruce Street location. An in-depth review of the program therefore is going to be conducted this fiscal year to determine available alternatives for the program.

The term of this Sublease Agreement is from July 1, 2007 through June 30, 2008. Total annual cost of leasing the space will be \$125,598.84. Funding Source: General Fund.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-7

Date: September 11, 2007

Subject: Sublease Agreement with the County of Riverside Economic Development Agency  
for the Culinary Academy (continued)

Recommended Action: It is recommended that the Board of Trustees approve the attached Sublease Agreement with the County of Riverside Economic Development Agency for the period July 1, 2007 through June 30, 2008, in the amount of \$125,598.34, and authorize the Interim Vice Chancellor, Administration and Finance, to sign the agreement.

James L. Buysse  
Interim Chancellor

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

**SUBLEASE**  
(Economic Development Agency  
1151 Spruce Street, Riverside, California)

The COUNTY OF RIVERSIDE, herein called County, subleases to RIVERSIDE COMMUNITY COLLEGE DISTRICT, herein called Sublessee, the property described below upon the following terms and conditions:

1. Recitals. County holds a leasehold interest, as Lessee, under that certain Lease Agreement between Daniel C. Burke, Michael P. Burke, Adrienne C. Burke and Elaine Ortuno, Lessor and County (herein defined as the "Master Lease") pertaining to the property described below.

2. Description. The subleased premises hereby consist of approximately 6,600 square feet of office space and 5,435 square feet of shared common space located within that certain building located at 1151 Spruce Street, Riverside, California.

3. Use.

(a) The premises are subleased to Sublessee solely for the purpose of providing office space with non-proprietary rights.

(b) Sublessee shall have the use of the subleased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for Lessee and the public.

(c) The subleased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall be in the absolute discretion of County.

4. Term.

(a) The Term of this Sublease shall be for a period of twelve (12) months effective as of July 1, 2007 and terminating June 30, 2008.

(b) Any holding over by Sublessee after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Sublease.

5. Rent. Sublessee shall pay the sum of \$10,270.57 per month to County through its Economic Development Agency as rent for the subleased premises, payable, in advance, on the first day of the month. In the event Sublessee cannot take useful occupancy of the subleased premises until after the first day of the month, the rentals for the first and last month shall be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy for the first month and on the first day of the last month. Rent shall be increased based upon the annual rental increase in the Master Lease, and on the same date as in the Master Lease, as herein defined.



6. Custodial Services. Sublessee shall be responsible for all custodial within the Culinary including but not limited to carpet and tile floors, Lessor to provide custodial services to the restrooms in the Culinary.

7. Utilities. Sublessee shall provide and pay for telephone services. County shall provide and pay all other utility services.

8. Maintenance/Repairs. Lessor shall maintain the exterior of the subleased premises in good working order and repair. Master Lease holder agrees to allow sublessee, through its maintenance/engineering department, to maintain the interior of the premises and to make repairs within the restaurant premises, such as minor plumbing, tile, drywall, etc., to include the exterior restaurant entry-door awning. Sublessee shall be responsible for cleaning and maintenance of the hoods and shafts and grease interceptor and all other equipment associated with Culinary operations.

9. Security. County shall provide security Monday through Friday, 6:30am to 6:00pm. Riverside Community College District agrees to provide regular college security for students Monday through Sunday beyond regularly scheduled building security.

10. Furniture, Furnishings and Equipment.

(a) All furniture, furnishings and equipment that are the property of the Riverside Community College District are described in Exhibit "A", attached hereto and incorporated herein by reference. Furniture, furnishing and equipment that are the property of the Riverside County Office of Education are listed on Exhibit "B", attached hereto and incorporated herein by reference.

(b) At or prior to the termination of this Sublease, Sublessee shall remove, or cause to be removed, all such furniture, furnishings, equipment and office supplies from said building, which were not leased from County, in which the subleased premises are located, and in the event such removal injures or damages the premises, Subleasee, at Subleasee's expense, shall restore the subleased premises.

11. Signs. Sublessee shall not erect, maintain or display any signs or other forms of advertising upon the subleased premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

12. Improvements by Sublessee. Any alterations, improvements or installation of fixtures to be undertaken by Sublessee shall have the prior written consent of County. Such consent shall not be unreasonably withheld by County.

13. Rights of County. County, through its authorized representatives, shall have the right to enter the subleased premises for the purpose of inspecting, monitoring and evaluating the obligations of Sublessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to under this Sublease.

14. Compliance with Government Regulations. Sublessee shall, at its expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the subleased premises. The final judgment, decree or order of any court of competent jurisdiction, or the admission of Sublessee in any action or proceedings against Sublessee, whether Sublessee is a party thereto or not, that Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in the use of the subleased premises, shall be conclusive of that fact as between County and Sublessee.

15. Termination by County. County shall have the right to terminate this Sublease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Sublessee as debtors.

(b) In the event that Sublessee makes a general assignment, or Sublessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the subleased premises by Sublessee.

(d) In the event Sublessee fails or refuses to perform, keep or observe any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee shall have thirty (30) days in which to correct Sublessee's breach or default after written notice thereof has been served on Sublessee by County.

(e) County shall have the right to terminate this Sublease with sixty (60) days' advance written notice to Sublessee in the event that funding from county, state, or federal sources is reduced or eliminated.

16. Notice of non-renewal by Subleasee. In the event the Sublessee determines it will not renew sublease, Subleasee shall have the right to terminate this Sublease with one-hundred twenty (120) days advance written notice of the expiration date of this Sublease to the County.

17. Insurance. Sublessee shall during the term of this Sublease:

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

(b) Procure and maintain comprehensive general liability, and coverage that shall protect Subleasee from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from Sublessee's use of the subleased premises or

the performance of its obligations hereunder, whether such use or performance be by Sublessee, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall name County as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Such insurance shall provide for limits of not less than \$1,000,000.00 per occurrence.

(c) Cause its insurance carriers to furnish County by direct mail with certificate(s) of Insurance showing that such insurance is in full force and effect, and that County is named as an Additional Insured with respect to this Sublease and the obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to County prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modifications, cancellation or reduction in coverage and on the effective date thereof, County shall have the right to cancel this Sublease with thirty (30) days' advanced notice in writing to Sublessee, unless County receives prior to such effective date another certificate from an insurance carrier of Sublessee's choice that the insurance required herein is in full force and effect. Sublessee shall not take possession or otherwise use the subleased premises until County has been furnished Certificates (s) of Insurance as otherwise required in this Paragraph 15.

(d) The insurance requirements of Paragraph (a) and (b) above may be provided through self-insurance, in conjunction with a Joint Powers Authority, or a combination of both.

18. Hold Harmless.

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

(b) Indemnification by EDA, through the County of Riverside. EDA, through the County of Riverside shall indemnify and hold RCCD, its Trustees, officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of EDA, through the County of Riverside, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on RCCD by

the provisions of California Government Code Section 895.2 or other applicable law; and EDA, through the County of Riverside shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

(c) The specified insurance limits required in Paragraph 17 above shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold County free and harmless herein.

19. Assignment. Sublessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, Sublessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Sublease.

20. Toxic Materials. During the term of this Sublease and any extensions thereof, Sublessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the subleased premises, including, but not limited to, soil and groundwater conditions. Further, Sublessee, its successors, assigns and Sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the subleased premises or transport to or from the subleased premises any petroleum products, flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials, (collectively, "hazardous materials"). For the purpose of this Sublease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", hazardous materials", or "toxic substances" in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Sections 25115 and 25117 of the California Health and Safety Code or as "hazardous substances" in Sections 25316 and 25501 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

21. Free from Liens. Sublessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Sublessee, in, upon, or about the subleased premises, and which may be secured by a mechanics', materialman's or other lien against the subleased premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Sublessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such

process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Sublessee shall forthwith pay and discharge said judgment.

22. Employees and Agents of Sublessee. It is understood and agreed that all persons hired or engaged by Sublessee shall be considered to be employees or agents of Sublessee and not of County.

23. Binding on Successors. Sublessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Sublease, and all of the parties thereto shall be jointly and severally liable hereunder.

24. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this Sublease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms and conditions contained herein or of the strict and timely performance of such terms and conditions.

25. Severability. The invalidity of any provision in this Sublease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

26. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Sublease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

27. Attorneys' Fees. In the event of any litigation or arbitration between Sublessee and County to enforce any of the provisions of this Sublease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigations or arbitration.

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

Notices/Rent:

County of Riverside  
Economic Development Agency  
1151 Spruce Street  
Riverside, California 92507

Sublessee:

Riverside Community College District  
Contracts, Compliance & Legal Services  
4800 Magnolia Avenue  
Riverside, California 92506

or to such other addresses as from time to time shall be designated by the respective parties.

ADDITIONAL INFORMATION:

County of Riverside  
Department of Facilities Management  
3133 Mission Inn Avenue  
Riverside, California 92507-4199

or to such other addresses as from time to time shall be designated by the respective parties.

29. **Permits, Licenses and Taxes.** Sublessee shall secure at its expense, all necessary permits and licenses as it may be required to obtain, and Sublessee shall pay for all fees and taxes levied or required by any authorized public entity. Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes levied on such interest.

30. **Paragraph Headings.** The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions or language of this Sublease.

31. **County's Representative.** County hereby appoints the Director of Facilities Management as its authorized representative to administer this Sublease.

32. **Agent for Service of Process.** It is expressly understood and agreed that in the event Sublessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California or it is a foreign corporation, then in any such event, Sublessee shall file with the County's Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Sublease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Sublessee. It is further expressly understood and agreed that Sublessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

33. **Entire Sublease.** This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements, and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

34. **Subject to Master Lease.** Sublessee expressly understands and agrees that this Sublease is subject to, and bound by, the terms and conditions set forth in the Master Lease as herein defined. A copy of the Master Lease is attached hereto as Exhibit "C" and incorporated herein by reference.

35. Interpretation. The parties hereto have negotiated this Sublease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Sublease in its executed form.

36. Approval. This Sublease shall not be binding or consummated until its approval by the County's board of Supervisors.

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

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT  
(Sublessee)

By: \_\_\_\_\_  
Aaron Brown, Interim Vice Chancellor,  
Administration and Finance

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
JOHN TAVAGLIONE  
Chairman  
Board of Supervisors

CONSENT TO SUBLEASE:

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

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

<b>Equipment purchased by RCC</b>				
<b>RCC Asset Tag #</b>	<b>Description</b>	<b>Make</b>	<b>Model #</b>	<b>Serial #</b>
015623	PROJECTOR - OVERHEAD	3M	9550	1055870
016485	MONITOR - 17 INCH	GATEWAY	VX720	P008142307
016483	PRINTER - LASERJET	HP	2100	USGH234672
021735	COPIER	SHARP	AR-M208	25038849
011229	COMPUTER - CPU PC	GATEWAY	E4200	0010885832
007950	MONITOR	GATEWAY	VIVITRON	8808682
016484	COMPUTER - CPU PC	GATEWAY	E3400-800	0020625215
019483	COMPUTER - CPU PC	GATEWAY	E6000	0028179437
031956	MONITOR	VIEWSONIC	VS10047	P37055030726
031955	MONITOR	VIEWSONIC	VS10047	P37060220954
031582	FLAT TOP	BLODGETT	B36DHHH	05C91894
031579	BURNER RANGE	BLODGETT	B36DBBB	05C91893
031577	FLAT GRIDDLE	ACCSTEAM	GGF1201	3568
031576	CHARBROILER	BLODGETT	B36ACCC	05I07793
031575	FRYER ASSEMBLY	PITCO	2SG14	D044306
031578	BURNER RANGE	BLODGETT	B36DBBBHD	05I07794
031580	CONVECTION OVEN	BLODGETT	DFC200	021505EA01ST
031581	CONVECTION OVEN	BLODGETT	DFC200	021505EA019B
031583	FOOD PROCESSOR	ROBOT COUPE	BLIXER 4	4100113403X05
031584	BLENDER STICK	ROBOT COUPE	MP450C	1510133003T05
034222	PROJECTOR	TOSHIBA	TLPT60M	54639786
034214	MIXER	HOBART	LEGACY	311370208
034220	AUTOMATIC TOSTER	TOASTQWIK	TQ400	3643590712
034145	HOLDING CABINET	ALTO-SHAAM	1000UP	474223000
034341	CPU PC	GATEWAY	E6610D	0039187627
034340	MONITOR	GATEWAY	FPD1965	MZR7450H00528
032662	LCD TV	JVC	LT37X787	10131005
032666	LCD TV	JVC	LT37X787	10131291
032661	LCD TV	JVC	LT37X787	13132384
032660	LCD TV	JVC	LT37X787	10130505
032668	WALL VIEW CAMARA	VADDIO	9992704000	50102095237
032669	CEILING VIEW CAMERA	VADDIO	9992004000	999200400005007035
032670	VIDEO MATRIC	KRAMER	VS162V	10120695212
032671	CEILING VIEW CAMERA	VADDIO	9992004000	999200400005007031
034488	VACUUM MASTER	VACMASTER	SVP10	7689
034461	PASTA MACHINE	IMPERIA	RMN	N/A
034221	SMOKER	COOKSHACK	150	AH4503
019588	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014205
019577	COMPUTER - CPU PC	GATEWAY	E6000	0028110709
034415	SWITCH	CISCO	3560	CAT0810X0M1
034416	ROUTER	CISCO	M2I36	FTX1026F0A
034417	UPC	APC	A15M78	JS0641009069
019592	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014220
019582	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014206
019579	COMPUTER - CPU PC	GATEWAY	E6000	0028110698
019629	COMPUTER - CPU PC	GATEWAY	E6000	0028110701
019631	COMPUTER - CPU PC	GATEWAY	E6000	0028110705
019637	COMPUTER - CPU PC	GATEWAY	E6000	0028110725
019589	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014200
019572	COMPUTER - CPU PC	GATEWAY	E6000	0028110712
019583	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014190



RCC Asset Tag #	Description	Make	Model #	Serial #
019630	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0012859
019584	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014188
019571	COMPUTER - CPU PC	GATEWAY	E6000	0028110693
019591	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014211
019580	COMPUTER - CPU PC	GATEWAY	E6000	0028110708
019590	MONITOR - 15 INCH - FLATSCREEN	GATEWAY	FPD1530	MUL5018A0014196
019652	COMPUTER - CPU PC	GATEWAY	E6000	0028110692
034156	CCTV SYSTEM	LOREX	S615F6584	B0107021856
034157	4 CHANNEL DVR	LOREX	L15481	A0106056435

Tagged with RCC Tags (not purchased by RCC)				
Asset Tag #	Description	Make	Model #	Serial #
A02006	REFRIGERATOR	TRAULSEN	G10010	T08255J05
A02022	METAL STORAGE UNIT CABINET	ANDERSON HICKEY CO.	N/A	N/A
A02021	METAL PLATE STORAGE	LAKESIDE	8552	N/A
A02007	PRINTER	HP	932C	CN1171S2RD
A02020	DESK	N/A	N/A	N/A
A02019	FOOD PREP TABLE	N/A	N/A	N/A
A02018	FOOD PREP TABLE	N/A	N/A	N/A
A02008	MIXER	HOBART	A200T	311099573
A02017	MIXER STAND	N/A	N/A	N/A
A02016	WORK TABLE	N/A	N/A	N/A
A02026	METAL CAGE	AMCO	N/A	N/A
A02025	METAL CAGE	METRO	N/A	N/A
A02001	METAL STORAGE UNIT CABINET	KELMAX	4H4837A	N/A
A02002	MIXER	KITCHEN AID	KM25G	WS4324291
A02024	MIXER	KITCHEN AID	KM25G	WS4324278
A02003	MIXER	KITCHEN AID	KP26M1XMR	WT1427220
A02004	TABLE	N/A	N/A	N/A
A02023	MIXER STAND	N/A	N/A	N/A
A02005	MIXER STAND	N/A	N/A	N/A
A02073	TV	PANASONIC	PVM2737	D7AA10660
A02074	TV	PANASONIC	PVM2738	D8AA11651
A02075	FOOD BAR/WARMER	VOLLRATH	37040	L41
A02076	PRINTER	HP	2175	MY31MB74ZW
A02077	PRINTER	HP	2175	MY44RF72RW
A02078	PROJECTOR - OVERHEAD	3M	9100	N/A
A02009	STAINLESS WORK TABLE	EAGLE	N/A	N/A
A02015	SMALL MIXERS	KITCHEN AID	K5SS	N/A
A02014	SMALL MIXERS	KITCHEN AID	K5A	N/A
A02013	SMALL MIXERS	KITCHEN AID	KM25G	WS1918049
A02012	METAL CAGE	N/A	N/A	N/A
A02010	METAL CAGE	N/A	N/A	N/A
A02011	METAL CAGE	N/A	N/A	N/A
A02027	METAL CAGE	N/A	N/A	N/A
A02028	METAL CAGE	N/A	N/A	N/A
A02029	STAINLESS WORK TABLE	N/A	N/A	N/A
A02049	SOUP WARMER	TAR HONG	SEJ30000TW	302180323
A02050	STAINLESS WORK TABLE	N/A	N/A	N/A
A02051	STAINLESS WORK TABLE	N/A	N/A	N/A

RCC Asset Tag #	Description	Make	Model #	Serial #
A02052	STAINLESS WORK TABLE, REFRIG, CUTTING BOARD	WELLS MFG	M0D400TD	1341
A02053	FRYER	PITCO	N/A	N/A
A02054	WARMER FOR THE FRIES	N/A	N/A	N/A
A02055	WORK TABLE (WOOD)	N/A	N/A	N/A
A02056	WORK TABLE (WOOD)	N/A	N/A	N/A
A02057	SEVING COUNTER	LAKESIDE	493	N/A
A02058	DISHWASHER	N/A	N/A	N/A
A02059	MEDAL SHELVES	N/A	N/A	N/A
A02060	HEATER	BREDFORD WHITE CO.	CF6	E3370645
A02061	SINK	N/A	N/A	N/A
A02062	PREPARATION SINK	N/A	N/A	N/A
A02063	SINK	N/A	N/A	N/A
A02065	SAUSAGE MAKER	DICK	HTW6	176
A02064	FOOD SHOPPER	N/A	N/A	N/A
A02066	STAINLESS WORKSTATION	N/A	N/A	N/A
A02067	FOOD WARMER	N/A	N/A	N/A
A02068	OFFICE DESK	N/A	N/A	N/A
A02069	STAINLESS CART	LAKESIDE	744	N/A
A02069	SOUP WARMER	TAR HONG	SEJ30000TW	040716056F
A02071	FAX MACHINE	BROTHER	MFC	U61327J6J685922
A02030	STEAMER	VULCAN	24276	3304
A02031	STAINLESS WORK TABLE	N/A	N/A	N/A
A02033	STAINLESS WORK TABLE	N/A	N/A	N/A
A02034	STAINLESS WORK TABLE	N/A	N/A	N/A
A02036	MEDAL SHELVE STAND	N/A	N/A	N/A
A02035	MEDAL SHELVE STAND	N/A	N/A	N/A
A02037	MEDAL SHELVE STAND	N/A	N/A	N/A
A02038	MIXER	HOBART	D300T	311101861
A02039	SLICER	HOBART	1712E	561066571
A02040	EXHAUST HOOD	VENTMATIC	EC0FDR	4081
A02041	MEDAL SHELVE	N/A	N/A	N/A
A02042	MEDAL SHELVE	N/A	N/A	N/A
A02043	MEDAL SHELVE	N/A	N/A	N/A
A02044	MEDAL SHELVE	N/A	N/A	N/A
A02045	MEDAL SHELVE	N/A	N/A	N/A
A02046	MEDAL SHELVE	N/A	N/A	N/A
A02047	MEDAL SHELVE	N/A	N/A	N/A
A02048	MEDAL SHELVE	N/A	N/A	N/A

EDA Equipment Transferred to RCC (EDA asset tags)				
EDA Asset Tag #	Description	Make	Model #	Serial #
8069	CPU	HP	VECTRO	US94470674
8132	PRINTER	HP	D8901A	MY93305913
032331	FOOD PREP TABLE	N/A	N/A	N/A
032320	FOOD PREP TABLE	N/A	N/A	N/A
032330	FOOD PREP TABLE	N/A	N/A	N/A
032418	SHEETER	RONDO	STM513	B6A097003
032170	DOUGH CUTTER	DUTCHESS	D021824	10526
010324	MIXER	HOBART	A200	11271741

RCC Asset Tag #	Description	Make	Model #	Serial #
032324	TABLE	N/A	N/A	N/A
032319	TABLE	N/A	N/A	N/A
001656	METAL STORAGE CABNIT	N/A	N/A	N/A
006400	REFRIGERATOR	VRECO	F1V25	35511
039718	PRINTER	HP	4100TN	81208381
032322	FOOD PREP TABLE	N/A	N/A	N/A
037715	FREEZER	RAETONE	130N	AB8250R11
025445	FREEZER	TRAULSEN	G22010	T229270K91
032338	ICE MAKER	SCOTSMAN	N/A	N/A
032306	FREEZER	HOBART	Q1	321045057
032336	FREEZER	HOBART	AHP16	660603232
032303	WALK-IN FREEZER	THERMO COOL	N/A	169180
032345	REFRIGERATOR	HOBART	Q1	321042273
032307	FREEZER	HOBART	Q1	321045296
036569	REFRIGERATOR	RAETONE	130N	B8250R11
006387	FOOD WARMER	TOASTMASTER	3822	2149177
032321	FOOD PREP TABLE	N/A	N/A	N/A
032301	MEDAL SHELVES	N/A	N/A	N/A
008101	CPU	HP	N/A	N/A
008012	MONITOR	HP	N/A	N/A
008067	CPU	HP	VECTRA	N/A
008720	MONITOR	HP	HP71	N/A
007558	MONITOR	HP	HP72	N/A
010556	CPU	HP	VECTRA	N/A
007984	CPU	HP	VECTRA	N/A
008049	MONITOR	HP	HP71	N/A
007335	CPU	HP	VECTRA	N/A
008071	CPU	HP	VECTRA	N/A
008126	MONITOR	HP	N/A	N/A
025410	CPU	DELL	DHS	N/A
025408	MONITOR	DELL	M782	N/A
025407	CPU	DELL	DHS	N/A
039744	CPU	DELL	DHS	N/A
010456	PRINTER	HP	N/A	N/A
008044	MONITOR	HP	N/A	N/A
039745	CPU	DELL	N/A	N/A
008869	NETWORK	LINKSYS	N/A	N/A
007904	MONITOR	HP	N/A	N/A
008091	CPU	HP	N/A	N/A
008081	CPU	HP	N/A	N/A

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COUNTY: 33 RIVERSIDE CO OFFICE EDUCATIO  
 DISTRICT: 99 RIVERSIDE CO  
 LOCATION: 642

INV. NO	ROOM	MANUFACTURER	QTY	DESCRIPTION	CODE	P.O.	DATE	ACQUIS. COST	SERIAL NUMBER	F/S
006406			1	UTILITY FREEZER	1990	12790	10-77	1,091.80		
006409			1	KITCHEN AID MIXER	1990		01-50	1,780.00		
006402			1	HOBART HEATED TRAY	1990		01-50	500.00		
023544			1	HEATED TRAY CABINET W/3" CASTE	9000	71864	12-90	2,594.09	KJA-K5694A	E
031922			1	2 DOOR JET HOT FOOD STATION	1990	21813	02-97	1,408.13	JPMK039880	E
031923			1	VOLLEBATH SENS LAD BART - NON REFRIG	1990	17590	10-98	2,019.24		
031944			1	VOLLEBATH SENS LAD BART - NON REFRIG	1990	17590	10-98	2,019.24		
031945			1	TABLE TOP TOUCHES DOUGH DIVIDER	1990	17590	02-97	1,780.81		
032201			1	DRY A DIS COOLER WALK-IN COOLER/FREEZER	1990	175889	03-97	3,806.00		
032202			1	WALK-IN COOLER WALK-IN COOLER/FREEZER	1990	175889	03-97	3,806.00		
032203			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032204			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032205			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032206			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032207			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032208			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032209			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032210			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032211			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032212			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032213			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032214			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032215			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032216			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032217			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032218			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032219			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032220			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032221			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032222			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032223			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032224			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032225			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032226			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032227			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032228			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032229			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032230			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032231			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032232			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032233			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032234			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032235			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032236			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032237			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032238			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032239			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032240			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032241			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032242			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032243			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032244			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032245			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032246			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032247			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032248			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032249			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		
032250			1	REACH-IN FREEZER	1990	175889	03-97	2,840.00		

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LOCATION: 642

INV. NO	ROOM	MANUFACTURER	QTY	DESCRIPTION	CODE	P. O.	DATE	ACQUIS. COST	SERIAL NUMBER	F/S
032349		AMFAB	1	STAINLESS STEEL WALL FLASHING	1990	17589	03-97	1,578.00	0	
032350		AMFAB	1	CHEESE MELTER	1990	17589	03-97	1,615.00	0	
032351		AMFAB	1	SPREADER WITH SCRAP CHUTE	1990	17589	03-97	1,954.00	0	
032352		AMFAB	1	SPREADER WITH RANGE WITH OVEN	1990	17589	03-97	2,577.00	0	
032353		AMFAB	1	SPREADER	1990	17589	03-97	1,086.00	0	
032354		AMFAB	1	GRIDDLE TO RANGE WITH OVEN	1990	17589	03-97	1,544.00	0	
032355		AMFAB	1	GRIDDLE TO RANGE WITH OVEN	1990	17589	03-97	2,428.00	0	
032356		AMFAB	1	FRYER	1990	17589	03-97	2,946.00	0	
032357		AMFAB	1	EXHAUST HOOD	1990	17589	03-97	4,683.00	0	
032358		AMFAB	1	SERVING FIXTURE/HOT FOOD PAN	1990	17589	03-97	10,855.00	0	
032359		AMFAB	1	TOASTER	1990	17589	03-97	554.00	0	
032360		AMFAB	1	TOAST SHELVE	1990	17589	03-97	800.00	0	
032361		AMFAB	1	PICK-UP RACK	1990	17589	03-97	490.00	0	
032362		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032363		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032364		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032365		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032366		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032367		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032368		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032369		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032370		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032371		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032372		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032373		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032374		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032375		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032376		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032377		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032378		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032379		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032380		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032381		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032382		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032383		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032384		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032385		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032386		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032387		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032388		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032389		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032390		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032391		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032392		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032393		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032394		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032395		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032396		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032397		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032398		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032399		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032400		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032401		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032402		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032403		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032404		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032405		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032406		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032407		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032408		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032409		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032410		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032411		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032412		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032413		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032414		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032415		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032416		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032417		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032418		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032419		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032420		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032421		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032422		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032423		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032424		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032425		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032426		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032427		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032428		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032429		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032430		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032431		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032432		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032433		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032434		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032435		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032436		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032437		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032438		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032439		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032440		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032441		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032442		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032443		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032444		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032445		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032446		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032447		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032448		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032449		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032450		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032451		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032452		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032453		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032454		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032455		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032456		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	
032457		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,600.00	0	
032458		AMFAB	1	PICK-UP RACK	1990	17589	03-97	1,355.00	0	

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE

September 5, 2007 – 6:00 p.m.

Board Room AD 122, O.W. Noble Administration Building, Riverside City Campus

Committee Members: Janet Green, Committee Chairperson  
Mark Takano, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Kristina Kauffman, Associate Vice Chancellor, Institutional Effectiveness  
Doug Beckstrom, Academic Senate Representative, (Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative (Riverside)  
Gail Zwart, Academic Senate Representative (Norco Campus)  
Jessica Bigueur, ASRCC Student Representative  
Todd Wales, CTA Representative (Norco)  
Fabian Biancardi, CTA Representative (Moreno Valley)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Ginny Haguewood, CSEA Representative (Riverside)

AGENDA

VI. Board Committee Reports

C. Planning

1. Riverside Aquatics Center at Riverside City College  
- Committee to consider approving \$5 million from Measure C funds and the development of a joint use agreement for an Aquatic Center.
2. Food Services-Provider Recommendations  
- Committee to be presented with the Strategic Plan for Food Service Operations developed by Provider Contract Food Services.
3. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant  
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: September 11, 2007

Subject: Riverside Aquatics Center at Riverside City College

Background: Aquatics has a long and strong tradition at Riverside City College, both in terms of the College's physical education curriculum and competitive programs in swim and water polo. In spite of this history and the success of programs, the Cutter pool complex is not of a sufficient size to accommodate swim and water polo practice sessions or competitions. As a result, the addition of a state-of-the art Aquatics Center has been identified as a need in the Riverside City College Facilities Master Plan. Aquatics programs have become increasingly popular and include organized swim and water polo teams throughout the city and at each high school, but the requisite facilities are scarce. Thus, the lack of adequate facilities in the city has also been identified as a priority in the greater Riverside area.

Recently, a proposal for a College/Community Aquatics Center has been brought forward. At the Board's Planning Committee meeting on March 13, 2007, Ted Weggeland, Dave Almquist, and Barry Meier presented an initial report on the proposal. The Center to be located on the campus of Riverside City College would address the needs of both the college and community.

The total project cost for the Aquatics Center is estimated at \$13 million. Funding would consist of \$5 million from RCC District Measure C funds, \$3 million from the City of Riverside, \$2 million from the County of Riverside and \$3 million from the RCC Foundation and private donations. In addition, the RCC Foundation would establish an endowment for the ongoing maintenance and operations costs associated with the aquatics facilities and a joint use agreement would be negotiated with all partners relative to usage terms. The Riverside City College Strategic Planning Committee and the Riverside Community College District Strategic Planning Committee have both endorsed this proposal.

The existing Cutter pool facility would be utilized to expand the use by the community through city and county programs; to enhance the competitive aspect of the Aquatics Center, by providing a warm-up area, and to provide additional instructional areas for college and community education programs.

Recommended Action: It is recommended that the Board of Trustees approve the expenditure of \$5 million from Measure C funds and the development of a joint use agreement relative to the proposed Aquatics Center to be located on the campus of the Riverside City College, contingent on approval by the identified partners, (i.e. the City of Riverside, the County of Riverside and private contributors).

James L. Buysse  
Interim Chancellor

Prepared by: Linda Lacy  
Interim President, Riverside City College

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: September 11, 2007

Subject: Food Services – Provider Recommendations

Background: Presented for the Board's review and consideration is the executive summary of the Strategic Plan for Food Service Operations developed by Provider Contract Food Services. On October 17, 2006 the Board of Trustees approved an agreement for Provider Contract Food Services to provide exclusive consulting services regarding food and beverages sold at the District's three campuses. These consulting services included the development of a strategic plan to improve the District's food service operations. Mr. Rodney Couch, President of Provider Contract Food Services, will discuss the plan and summarize the findings and recommendations in four categories: property, personnel, product, and profit.

Information Only.

James L. Buysse  
Interim Chancellor

Prepared by: Debbie DiThomas  
Interim Vice Chancellor, Student Services and Operations



## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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### BACKGROUND

Prior to and during 2004, the Riverside Community College District ("District") realized that in order to achieve the level of food service operations it desired, operational changes were necessary. The District sought out a food service expert to identify and overcome its challenges. In December of that year, Provider Contract Food Service ("Provider") was engaged by the District to develop preliminary design plans for the remodeling of the food service facilities at the District's Riverside, Norco and Moreno Valley campuses.

In October, 2006, Provider was again engaged by the District to create a detailed analysis of existing food service operations along with a strategic plan to improve food service operations.

Prior to this time no strategic plan had been in place, resulting in operational inefficiencies and poor financial results.

### MISSION

Provider understands that its mission as an experienced food service consultant with substantial expertise in the management and operation of food service facilities is to provide the *Vision, Management, Operations Expertise, Leadership, and Training* necessary to enable the District to deliver a first-class, fiscally-sound food service operation at each of its three campuses.

### APPROACH

Provider's approach to the project has encompassed four, distinct phases:

1. Phase I: Review and survey all three campus facilities;
2. Phase II: Survey students, staff & faculty;
3. Phase III: Comprehensive S.W.O.T. Analysis summarizing the District's Strengths, Weaknesses, Opportunities, and Threats; and
4. Phase IV: Create a strategic plan for implementation.

The scope of this exercise focused on food service standards, sanitation, food quality, training programs, hospitality, employee motion studies, financial accountability, customer traffic flow and service times.

With valuable input from administrators, students, and food service staff at all three District campuses, Provider was able to prepare an in-depth compilation of the District's *Strengths, Weaknesses, Opportunities, and Threats*. These S.W.O.T. analyses (see Phase III, Exhibits A, B, C and D) identify the priorities and goals for this strategic approach. Implementation of these plans will result in operational efficiencies that will enable the District to become and remain more fiscally responsible in food service. The overall goal of this project is to provide the operational expertise and structure needed to operate a self-supporting, fiscally-sound food

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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service operation that not only meets – but **exceeds** – the expectations of the students, faculty, staff, and campus community while simultaneously reflecting the quality of the Riverside Community College District.

### FINDINGS / RECOMMENDATIONS / STRATEGIC PLAN OF ACTION

Without a deliberate plan currently in place an emergent strategy has evolved. Provider believes it can be broken down into four, primary categories:

1. Property
2. Personnel
3. Product
4. Profit

The following are Provider's recommendations for each of these categories.

#### 1. *Property*

- Riverside (Bradshaw) and Moreno Valley (Tiger's Den) Cafeterias: The facilities are old, dilapidated and in dire need of modernizations. The new design must include inviting, hip and comfortable dining areas. The serveries and kitchens need to be designed with contemporary aesthetics and functionality. These changes are essential for the needs and wants of today's sophisticated college students seeking a "college experience".

Provider recommends that the District remodel these two cafeterias. Please see Exhibit–1 (Riverside) and Exhibit–2 (Moreno Valley).

No remodel is currently being planned for the Norco Tiger's Den cafeteria because a new facility is currently being developed by the district.

- Norco and Moreno Valley: Provider understands that the District is going to build new food service facilities at these campuses. Please see Exhibit–3 (Norco) and Exhibit–4 (Moreno Valley). Provider to help facilitate a contemporary food service design at these new locations.
- Design "C" store operations at each campus to provide service and improve efficiency resulting in maximized revenue during inefficient hours of operations while simultaneously lowering labor costs.
- Improve ambience and comfort in all three dining rooms. (Allocation of resources to enhance student activities should be considered. Providing effective, functional and accessible dining spaces are fundamental expectations. Improved student, staff and visitor environments address recruitment and retention.)

The cafeteria ambience at the Norco and Moreno Valley cafeterias is poor, providing little comfort, practicality, or aesthetic appeal.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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The Bradshaw Cafeteria and its furnishings are outdated. The lack of contemporary tables and chairs, ongoing maintenance, menu boards, plants, music, or decorations makes the eating area boring, uninviting and claustrophobic.

- Purchase new catering equipment, operational smallwares, utensils and decorations to achieve overall goal of creating a first-class food service catering department. Estimated cost, \$30,000.00 (see Exhibit-5 recommended equipment list). Current equipment is outdated and insufficient in quantity to handle current velocity, let alone increased future sales. To ensure the Districts' mandate of developing "*a first-class food service operation,*" new equipment is essential.
- Implement a regular "Preventive Maintenance" program for all major food service equipment.
- Produce a detailed list of small wares to compliment the existing equipment asset listing, for each food service area within the District.

### 2. *Personnel*

- Develop and implement employee training manual and hand book. Provider found an absence of training manuals and programs in place for both classified and non-classified employees. Additionally, there are neither standard operating procedures nor accountability for tasks currently being completed by food workers.
- Rewrite job descriptions to mirror job responsibilities post the newly designed facilities.
- Develop and implement a Train-the-Trainer Program. A formal training program does not exist for employees. Employees are being instructed to follow and observe other hourly employees whether they have been trained or not. Provider found no training manuals or certification tests to ensure employees are abiding by any standards.
- Creatively fill the following positions: Food & Beverage Director, Chef, Managers (Norco & Moreno Valley campuses), and Events Coordinator (to oversee all catering events). This can be successfully accomplished through new hires and/or by restructuring existing full-time classified employees' responsibilities. There is a lack of food service management involvement at all three campuses. Currently, there is one District Manager on duty to cover all three campus locations. Management is having a difficult time maintaining first class standards required in operating the department.
- Utilize the contract evaluation system to retain and promote crew members. (As we discussed, this is a contract issue.

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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- Implement uniform guidelines. The professional appearance of all District staff is crucial. Because of the nature of food service, it is imperative that employees observe strict standards of appearance. Developing uniform guidelines (see Exhibit–6) will provide general direction on dress and appearance and will contribute to a food service establishment that upholds quality standards.
- Develop an effective “Work Force Program” to help control labor costs.
- Enhance management role through improved coaching, teaching, and leadership skills. The current lack of management involvement, planning, direction, motivation and accountability is of primary concern. There are few systems in place and no sense of urgency on the part of management to ensure that the Food Service Department operates in a smooth and efficient manner. Little effort has been put forth to investigate and correct cost over-runs. Additionally, no system is in place to implement and enforce Standard Operating Procedures (S.O.P.s).
- Improve internal employee/management communication. Provider has not observed any staff training sessions or meetings and little correspondence from food service management to communicate protocol for food service operations.
- Implement quarterly inspections by outside third parties. These inspections should include administration, safety and quality assurance.

### 3. *Product*

#### Campus Cafeterias

- Improve menu selection and quality. Menus should be simplified, streamlined and updated to comply with current nutritional trends. Existing menu boards should be replaced with branded station signs that assist diners with making their selection choices (i.e., pasta, salads, burgers, etc.)
- Develop weekly, rotating menu (see Exhibit–7) that can be posted in advance.
- Develop recipe books to ensure consistency and quality control.

#### Catering Capabilities

- Update catering menus (see Exhibit–8).
- Update catering prices.
- Develop and implement detailed catering policy (including enforcement guidelines and mandatory exclusivity of all on-campus catering events).

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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- Improve procurement procedures, practices and efficiencies to ensure best quality and prices.

#### 4. Profit

- Purchase a state-of-the-art Point of Sale (POS) system capable of accepting credit/ATM (debit) cards for all three campuses. Each campus should be capable of being monitored and updated from the Riverside campus. The current POS system is not integrated into time management controls. The system is antiquated and not integrated with the Food & Beverage Manager's computer for reporting purposes. (Operating controls need to be improved to ensure that all monies for products used are being accounted for.) No POS reports are being used in conjunction with usage reports to confirm veracity of sales.
- Improve cashier speed-of-service by introducing pre-paid (value-added) debit cards.
- Maximize sales and profitability through re-assumption of the Wheelock Field snack bar operations. Additional benefits will include quality assurance and reduced liability exposure to the District. There are five home football games and two high school games being hosted at this new facility. No food service is being provided by the Food Service Department for these games. Different District sport teams have been selling food and beverage as a fundraising source during home games. The high schools' student body does the same thing. This amounts to approximately \$30,000 per year in lost revenue. With other special events expected to be hosted at this venue, that amount can easily increase.
- Employ a detailed Profit & Loss financial worksheet (see Exhibit-9) with declining budget feature to help control costs, ensure accountability, and allow a timely reconciliation of all financial reports. Implement separate financial and operational controls for each campus.
- Implement a system to monitor inventory being shipped to the Lovekin trailer, Norco, or Moreno Valley campuses. There is no system to track and identify what foods were used where. Lastly, without identifying sales and usage information, it is impossible to determine the food costs for each of these revenue centers or if there is any pilferage at these remote sites.
- Prepare a menu costing system to verify margins on all items sold.
- Break down operating budgets on a monthly basis. Currently, budgets are generated on a yearly basis which does not allow management to react to monthly overages in a timely manner. Management is not analyzing financial information in a manner to effectuate food service decision making.
- Develop a marketing plan, including informative web site. Create a targeted marketing plan to attract and retain students, faculty and staff.
- Update and review menu pricing at all three campuses (see Phase III, Exhibits F and G). Knowing that menu prices have not increased in more than five years, and the fact that the

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

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- Consumer Price Index (see Phase III, Exhibit–E) has risen 21.60% over the past five years (2001-2006), Provider is recommending a 17.66% menu increase in order to position District pricing competitively (see Phase III, Exhibits F and G). Provider considers this recommendation to be the maximum the District should take in a given increase. Subsequent increases can be implemented post-remodel.
- Review operating hours post remodels at venues via fifteen minute intervals to determine operating hours for serveries, “C” stores and vending.
- Finalize new beverage and vending contracts.
- Install new security cameras at all food service venues.
- Implement an ongoing guest survey program.

### SUMMARY

It is with sincere enthusiasm that Provider desires to continue to assist the District in its endeavors of operating a self-supporting, sustainable food service operation that exceeds the expectations of students, faculty, staff and guests of the campus community while simultaneously reflecting the quality of the District.

Provider Contract Food Service thanks Riverside Community College District for this opportunity and looks forward to a long and mutually-beneficial professional relationship.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING

September 4, 2007, 6:00 p.m.

Board Room AD122, O. W. Noble Administration Building, Riverside City Campus

Committee Members: Virginia Blumenthal, Committee Chairperson  
José Medina, Vice Chairperson  
James Buysse, Interim Chancellor  
Jim Parsons, Associate Vice Chancellor, Public Affairs and  
Institutional Advancement  
Doug Beckstrom, Academic Senate Representative  
(Moreno Valley Campus)  
Richard Mahon, Academic Senate Representative  
(Riverside)  
Deborah Tompsett-Makin, Academic Senate Representative  
(Norco)  
Christian Aviles, ASRCC Student Representative  
Dariush Haghighat, CTA Representative (Riverside)  
Karin Skiba, CTA Representative (Norco)  
Gustavo Segura, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies Regarding Equal Employment Opportunity and Commitment to Diversity.  
- The Committee to review a proposed first reading of Policies 3420, 3430, 4630 and 7100.
2. Board of Trustees Agendas – Enhancing Policy Making  
- The Committee to consider delegation of authority to the Chancellor to authorize contractual agreements, overload assignments, part-time faculty, hourly employees, volunteers, community education presenters and out-of-state travel.
3. Comments from the public.

Adjourn

Prepared by: Charlotte Zambrano  
Administrative Assistant, Chancellor's Office

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

DATE: September 11, 2007

Subject: Updated Board Policies Pertaining to the Prohibition of Harassment and to Instructional Services Fees, and New Board Policies regarding Equal Employment Opportunity and Commitment to Diversity

Background: Attached for first reading are two updated Board policies and two new Board policies. They are as follows:

Updated Policies

Policy 3430 – Prohibition of Harassment. This will replace our current policies 3110/4110/6110 – Prohibition of Sexual Harassment. This updated document covers all forms of harassment, not just sexual harassment

Policy 4630 – Instructional Services Fees. This will replace our current policies 7041 – Other Fees. This policy will deal with the fees charged by our various occupational education programs that offer services to the public for a fee. In doing so, students get to practice the type of work for which they are training and the public receives the services at a reduced cost from what they would pay to a private business. These programs would include cosmetology, child care, welding, smog certificates, as well as fees charged by our Corporate and Business Development Department and our Center for International Trade Development.

New Policies

Policy 3420 – Equal Employment Opportunity. While Equal Employment Opportunity is discussed in some of our other policies, the District needs to adopt a policy stating our position on the issue and is legally required.

Policy 7100 – Commitment to Diversity. This policy is also legally required and states the District's position on Diversity.

In all instances, the District Administration will establish and put in place the procedures to carry out these policies.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Policies 3420, 3430, 4630 and 7100.

James L. Buysse  
Interim Chancellor

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



General Institution  
DRAFT

**BP 3420 EQUAL EMPLOYMENT OPPORTUNITY**

**References:**

Education Code Sections 87100 et seq.;  
Title 5 Sections 53000 et seq.

**The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized and community colleges foster a climate of acceptance with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding, respect, harmony, and suitable role models for all students. The Board of Trustees therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.**

**The Chancellor shall develop, for review and adoption by the Board of Trustees, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.**

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**NOTE:** The **bold type** signifies language that is legally required and is recommended by CCLC and LCW. There does not appear to be a current Riverside CCD Policy that addresses this issue.

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**Date Adopted:**

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

General Institution  
DRAFT

**BP 3430 PROHIBITION OF HARASSMENT**

**References:**

Education Code Sections 212.5, 44100, 66252, and 66281.5;  
Government Code Section 12950.1;  
Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e

**All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, or because he or she is perceived to have one or more of the foregoing characteristics.**

**The District seeks to foster an environment in which all employees and students feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to stop such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.**

**Any student or employee who believes that he or she has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3435 titled Handling Complaints of Unlawful Discrimination. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.**

**This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity. In addition,**

**this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.**

**To this end, the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.**

**The Chancellor shall establish procedures that define harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination and procedures for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.**

**This policy and related written procedures shall be widely published and publicized to administrators, faculty, staff, and students, particularly when they are new to the institution. They shall be available for students and employees in all administrative offices. These policies and procedures will also be published on the District's website at [www.rcc.edu](http://www.rcc.edu).**

**Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion.**

- ❖ From Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment

~~It is the policy of the Board of Trustees and the Riverside Community College District to provide and maintain the District's facilities as an educational, employment, and business environment unlawful discrimination, which includes sexual harassment or retaliation. Sexual harassment or retaliation is strictly prohibited by Riverside Community College District policies and regulations and will not be tolerated in any form. Such actions perpetrated on the basis of sex are a violation of Title VII of the Civil Rights Act of 1964 and/or Title IX of the 1972 Education Amendments.~~

~~Sexual harassment is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical~~

~~conduct of a sexual nature, made by someone from or in the workplace or in the educational setting.~~

~~Retaliation by the District or any of its officers or employees is unlawful. The District, its officers or employees shall not make an adverse academic decision, demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making academic or employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the District may make, adversely affect academic or working conditions or otherwise deny any academic or employment benefit to an individual because that individual has opposed practices prohibited by this Policy or the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the District, the Fair Employment and Housing Commission, or the Department of Fair Employment and Housing, or their staffs.~~

~~Employees, students and non-employees who are under some form of control of the District are prohibited from committing any act of sexual harassment against any employee or student. Disciplinary action shall be taken against any such person who violates this policy.~~

~~This policy and the attendant rules, regulations and complaint procedures shall be disseminated to all staff and students. The responsibility for this policy and its enforcement shall rest with the President of the College Chancellor or his/her designee.~~

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**NOTE:** The **bold type** signifies language that is legally required. The information in **regular type** is current Riverside CCD Policy 3110/4110/6110 titled Prohibition of Sexual Harassment adopted on 2-18-86 and amended on 6-16-04.

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**Date Adopted:**

*(Replaces current Riverside CCD Policies  
3110/4110/6110)*

Academic Affairs  
DRAFT

## BP 4630 INSTRUCTIONAL SERVICES FEES

## Reference:

No references

❖ **From current Riverside CCD Policy 5030 titled Instructional Production Services**

As a part of the instruction of our **career technical education** vocational programs, it is desirous to afford an opportunity for students to do ~~production~~ work of the type typically encountered in **job work** situations in the **business** community. These services are provided to the public on a cost **and materials** basis subject to the necessary fiscal and instructional restrictions which ensure adequate accounting and instructional integrity.

The **District College** will **perform these services** ~~accept service requests~~ only to enhance the educational training of students. The work accepted and all necessary tests will be executed by students at the risk of those **receiving the** ~~submitting requests~~ for service. The **District College**, **District College** staff, or students accept no financial or legal responsibility for work improperly executed or **for any** damage **resulting from** ~~as a result of the requested service~~ **received**.

Individuals **receiving** ~~requesting~~ services from **District College** instructional programs will be expected to pay costs **and materials** ~~of for the requested services~~ **received** consistent with reasonable fiscal procedures as developed by the Office of Administration and Finance. These will be explained to each individual **receiving** ~~requesting~~ service **prior to the time the service is rendered**. ~~at the time the request is submitted to the responsible College representative.~~

Administration will develop procedures, announcements and other terms and conditions in keeping with the intent of this policy.

❖ **From current Riverside CCD Policy 7041 titled Other Fees**

~~The Riverside Community College District shall charge fees for the purpose of recovering the cost of services and miscellaneous supplies used by patrons, parents and others. These fees shall be as defined in accompanying regulations.~~

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**NOTE:** The language in **regular type** is current Riverside CCD Policy 5030 titled Instructional Production Services adopted on 2/16/77 and current Riverside Policy 7041 titled Other Fees adopted on 7-2-75 and amended on 8-21-90. The language in **bold italics type** is provided by RCCD staff.

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**Date Adopted:**

*(Replaces current Riverside CCD Policies  
5030 and 7041)*

Human Resources  
DRAFT

**BP 7100 COMMITMENT TO DIVERSITY**

**References:**

Education Code Sections 87100 et seq.;  
Title 5 Sections 53000 et seq.

*Riverside Community College District is committed to building a diverse and accessible environment that fosters intellectual and social advancement. All District programs and activities seek to affirm pluralism of beliefs and opinions, including diversity of religion, gender, ethnicity, race, sexual orientation, disability, age and socioeconomic class. Diversity is encouraged and welcomed because RCCD recognizes that our differences, as well as our commonalities, promote integrity and resilience that prepares our students for the evolving and changing community we serve.*

*Riverside Community College District is committed to promoting diversity district-wide through its student body, as well as its employees. The District maintains a commitment to diversity through the recruitment and retention of students and employees that reflects the diversity of the communities in the District. Every effort is made to initiate and establish specific activities and programs designed to meet the District's diversity goals and objectives, to foster equal participation, and to ensure a campus climate that welcomes and respects differences.*

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**NOTE:** This policy is **legally required**. The **bold italic type** is provided by RCCD staff. There does not appear to be a current policy that addresses this issue.

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**Date Adopted:**

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: September 11, 2007

Subject: Board of Trustees Agendas – Enhancing Policy Making

Background: Since March 2006, the Board of Trustees has been addressing the definition of its role in the governance of a three-college district. Consideration of the Board committee structure resulted in reorganization and rededication of purpose. Pertinent to continuing the discussion of governance is the delegation of authority to administrative leadership and the streamlining of the Board Agenda to allow the Board of Trustees to focus on strategic issues affecting our growing three-college district and hence to enhance policy-making.

Board Policy 2430, amended in May, 2005, reflects Education Code § 70902 (d) allowing the Board of Trustees to delegate authority to the Chancellor of the District.

Recommended Action: It is recommended that the Board of Trustees delegate authority to the Chancellor to authorize contractual agreements and the expenditure of funds for all those that fall under \$69,000; to approve overload assignments, part-time faculty, hourly employees, “volunteers,” and community education presenters; and to approve out-of-state travel.

James L. Buysse  
Interim Chancellor

Prepared by: James L. Buysse  
Interim Chancellor