



**Board of Trustees - Regular Meeting
Board of Trustees Governance Committee,
Teaching and Learning Committee, Planning and
Operations Committee, Facilities Committee and
Resources Committee
Tuesday, November 05, 2013 6:00 PM
Riverside City College, Bradshaw Building-Hall of
Fame, 4800 Magnolia Avenue, Riverside, CA
92506**

ORDER OF BUSINESS

Pledge of Allegiance

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

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

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

I. COMMENTS FROM THE PUBLIC

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

II. PUBLIC HEARING (NONE)

III. CHANCELLOR'S REPORT

- A. [Chancellor's Communications](#)
*Information Only***

IV. BOARD COMMITTEE REPORTS

A. Governance (None)

B. Teaching and Learning

1. [Presentation on the California DREAM Act with Riverside Community College District](#)

Information Only

2. [Proposed Curricular Changes](#)

The Committee to review the proposed curricular changes for inclusion in the college catalogs and the schedule of class offerings.

C. Planning and Operations

1. [Revision to the Moreno Valley College Mission Statement](#)

The Committee to review the revised Moreno Valley College Mission Statement.

2. [Presentation on Tactical Patrol Rifles for RCCD](#)

Information Only

D. Resources

1. [Project Budget and Agreement for the Courtyard Project with Community Works Design Group](#)

The Committee to review the project budget in the amount of \$419,408; and Agreement with Community Works Design Group in the amount of \$31,660 for the Courtyard Project at Riverside City College.

2. [2012-2013 Proposition 39 Financial and Performance Audits](#)

The Committee to review the Proposition 39 independent financial and performance audits of the District's Measure C general obligation bonds for the year ended June 30, 2013 for the permanent file of the District.

E. Facilities

1. [Agreement Amendment 2 for MVC Phase III Student Academic Services Facility with C.W. Driver](#)

The Committee to review Amendment 2 for Construction Management Services with C.W. Driver in the amount of \$16,704; and a request for an additional one month extension of time, for a revised completion date of November 4, 2013.

2. [Agreement for the Groundwater Monitoring Wells Compliance Project with DUDEK](#)

The Committee to review an agreement for the five-year groundwater sampling/monitoring program with DUDEK in an amount not to exceed \$135,213.

V. OTHER BUSINESS

A. [Selection of Search Committee for Chancellor Search](#)

Recommend approving 1) selection of a Board of Trustee Chair and Co-chair for the Search Committee; 2) authorizing the distribution of letters to constituent groups announcing the commencement of the search for Chancellor; and 3) requesting nominations for committee members.

VI. CLOSED SESSION (NONE)

VII. ADJOURNMENT



[e-board](#) › [Agenda Item](#)

[Agenda Item](#)

Agenda Item (III-A)

Meeting 11/5/2013 - Committee/Regular Board

Agenda Item Chancellor's Report (III-A)

Subject Chancellor's Communications

College/District District

Information Only

Background Narrative:

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

Prepared By: Cynthia Azari, Interim Chancellor

Attachments:



[e-board](#) » [Agenda Item](#)

[Agenda Item](#)

Agenda Item (IV-B-1)

Meeting 11/5/2013 - Committee/Regular Board

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

Subject Presentation on the California DREAM Act with Riverside Community College District

College/District District

Information Only

Background Narrative:

Attached for the Board's information is an overview of the district and three colleges' compliance and efforts related to the California DREAM Act. Each of the colleges will present a summary of their comprehensive program of student outreach, staff training, data collection, and future efforts and planning regarding the DREAM Act.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services
 Sylvia Thomas, Associate Vice Chancellor, Educational Services
 Ed Bush, Vice President, Student Services
 Greg Sandoval, Vice President, Student Services
 Monica Green-Cochrane, Dean, Student Services

Attachments:

[DREAM Act Presentation 11 5 13 v.2](#)

The California DREAM

Riverside Community College District



What is the California DREAM?

- DREAM: Development, Relief and Education for Alien Minors
- Package of California laws:
 - AB 540 – October 2001, Governor Gray Davis
 - Provides exemption from non-resident tuition for eligible students
 - AB 130 - January 2012, Governor Jerry Brown
 - Allows students that meet in-state tuition requirements to apply for scholarships derived from non-state funds
 - AB 131 – January 2013, Governor Jerry Brown
 - Makes all AB 540 students eligible to apply and receive Cal Grants, Board of Governors Fee Waivers (BOG), and Chafee Grants

Conditions

- Under AB 540, eligible students are those who may qualify for in state tuition at public California colleges and meet ALL of the following conditions:
 - Attended a California high school for 3 or more years
 - Must have graduated from California high school or attained the equivalent (GED)
 - If undocumented, the filing of an affidavit with the college stating they have applied for lawful immigration status or will apply as soon as they are eligible to do so
- Under AB 130 and AB 131, students must meet all of the above and
 - Must register or be currently enrolled in an accredited public institution of higher learning in California

The DREAM Act in RCCD

- Commitment and compliance with AB 540 is reflected in Board Policy and Administrative Procedure 5020 Non Resident Tuition
- Each of the colleges have comprehensive DREAM Act efforts:
 - Student Outreach
 - Staff Training
 - Data on Applicants
 - Future Plans

California DREAM Act

Norco College



Student/Community Outreach Efforts

- Workshops (2 times/semester)
- E-mails sent to AB540 students
- Information booths (daily)
- Webpage presence
- Fulltime staff member designated as contact
- One-on-one student assistance
- Community outreach presentations
- DREAM Act banner in the middle of campus
- DREAM Act information is provided along with FAFSA information for Financial Aid
- Scholarship workshops include information for AB540 students



College/Staff Training

- All college staff/student workshop – spring 2013
 - DREAM Act/Deferred Action Policy
- Regular staff trainings, webinars, and workshops
- DREAM Act Taskforce
 - Student Financial Services
 - Admissions & Records
 - EOPS/CARE
 - Counseling
 - Transfer Center



AB 540 & DREAM Applicant Data

Academic Year	AB 540 Applicants	DREAM Applications Received	BOG Waivers Awarded	Cal Grants Awarded
2011-12	260	Not Applicable	Not Applicable	Not Applicable
2012-13	303	*86	*43	Not Applicable
2013-14 to date	TBD	176	83	5

*Winter & Spring 2013 Only



Future Efforts for Outreach & Training

OUTREACH

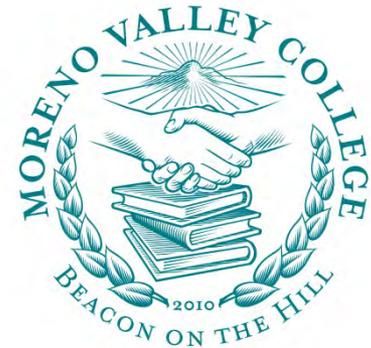
- Participate in the Counselor to Counselor Conference
- Conduct presentations to the Riverside County Office of Education
- DREAM Act information to be included on electronic boards, Facebook, and Norco College homepage.
- Continue open labs to assist students with DREAM applications

TRAINING

- Staff to attend workshops, conferences, and webinars
- Collaborate with other student services departments the updates to AB540, DREAM Act, and Deferred Action Policy.

Serving AB 540/Dream Act Students

Moreno Valley College



Student Outreach Efforts

- Information on the college department websites of Admissions/Records and Student Financial Services
- A dedicated college website on AB 540 and Dream Act information.
- Informed high school counselors at the annual counselor conference
- Student Financial Services provided information through student and community workshops
- AB 540 information flyers in Admissions/Records and Counseling Offices

Staff Training Efforts

- College staff members are trained at annual state-wide workshops and in department meetings.
- Counselor/Instructor Maria Pacheco conducted a campus workshop “Working with Undocumented Students” in Fall 2012 and Fall 2013 to counselors and support staff.
- College community received the presentation “Americans by Heart: Undocumented Latino Students and the Promise of Higher Education” by William Perez, Associate Professor of Education at Claremont Graduate University and author in fall 2012.

AB 540 & Dream Applicant Data

Academic Year	AB 540 Applicants	Dream Applications Received	BOG Waivers Awarded	Cal Grants Awarded
2011-12	208	Not Applicable	Not Applicable	Not Applicable
2012-13	272	78	43 eligible	Not Applicable
2013-14 to date	TBD	167	87 eligible	5

*Sum & Fall 2013 Only

**Cal Grants awarded to “entitlement” students only (high school seniors or 1 year or less from high school graduation)

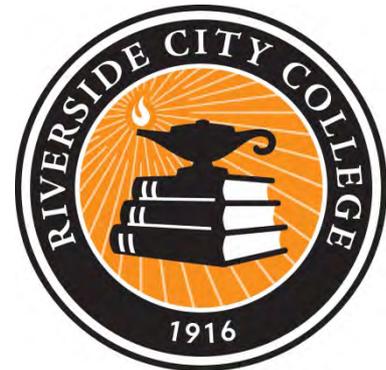
Students with pending awards are communicated with multiple times to clear eligibility discrepancies.

Future Efforts for Outreach & Training

- Present workshops at each high school in Moreno Valley and Val Verde Unified School Districts
- Present at community workshops
- Conduct surveys and focus groups with current AB 540/Dream Act students on services improvements

AB 130: California Dream Act

Riverside City College



Student Outreach Efforts

- Marketing began January 1, 2013 for Spring 2013 and 2013-14 Academic Year
- Dream Application assistance was added to our bi-weekly application workshops on campus. All advertising, on campus and online, lists both the FAFSA and Dream Application assistance.
- Dream Application assistance was provided during Cash for College workshops on campus and at local high schools during Winter/Spring 2013
- One-on-one assistance is available daily in the Welcome Center on a walk in basis
- Information is available daily at our information table

Student Outreach Efforts

- Email blasts were sent to all AB 540 students when the Dream Application became available
- All marketing regarding financial aid lists the Dream Application along with the FAFSA
- Online consumer information provides information, steps and application information
- Financial literacy information regarding the Dream Act and Dream Application is available outside of our office 24/7
- RCC financial aid website has direct links to the application, FAQs, common myths for our students
- College 311

Staff Training Efforts

- All financial aid staff have been trained on the Dream Application process and programs
 - Staff have attended State conferences and trainings as well as online webinars and office trainings
- Counseling has been informed of the programs and services offered during their discipline and department meetings
- Staff in-service training for student services
- Continual trainings will take place both on and off campus and thru webinars with the California Student Aid Commission

AB 540 & Dream Applicant Data

Academic Year	AB 540 Applicants	Dream Applications Received	BOG Waivers Awarded	Cal Grants Awarded
2011-12	1105	Not Applicable	Not Applicable	Not Applicable
2012-13	1306	*496	233 eligible	Not Applicable
2013-14 to date	TBD	872	495 eligible	**69 awarded, 42 eligible
	Comparable Colleges			
2012-13	Mt. San Jacinto College	107	50	Not Applicable
2013-14	Mt. San Jacinto College	221	89	9
2012-13	Chaffey College	612	299	Not Applicable
2013-14	Chaffey College	547	449	11

*Winter & Spring 2013 Only

**Cal Grants awarded to “entitlement” students only (high school seniors or 1 year or less from high school graduation)

Students with pending awards are communicated with multiple times to clear eligibility discrepancies.

Future Efforts for Outreach & Training

- Information Forums during winter 2014 for students, staff, faculty, and the community
- Flex Day Training prior to spring 2014
- ELAC coordination for training and presentations
- Participate in the “lunch and learn” with CTE and high school counselors
- Continue with daily information tables on campus
- Updating AB540 Student Resource Guide



Agenda Item (IV-B-2)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Committee - Teaching and Learning (IV-B-2)
Subject	Proposed Curricular Changes
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the proposed curricular changes for inclusion in the college catalogs and the schedule of class offerings.

Background Narrative:

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

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services
Sylvia Thomas, Associate Vice Chancellor, Educational Services

Attachments:

[Backup Proposed Curricular Changes_110513](#)

Course	Title	Location
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1. New Stand Alone Courses:

The following course is proposed to improve the students' understanding of syntax used in academic English, and enhance their skills in using proper punctuation:

ESL-90L	Special Topics in English as a Second Language: Punctuation of Phrases and Clauses	MNR
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The following course is proposed to enhance students' knowledge of prepositions and articles used in Academic English. This course is essential in helping students to master idioms and prepositional phrases:

ESL-90M	Special Topics in English as a Second Language: Articles and Prepositions	MNR
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2. New Courses:

The following course is proposed as a capstone course for the degree/certificate:

FTV-38A	Beginning Film, Television and Video Production Project	R
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The following course is proposed as an elective course in the degree/certificate:

FTV-38B	Advanced Film, Television and Video Production Project	R
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The following courses are proposed to address issues with repeatability with leveled courses:

FTV-44A	Beginning Television Production	R
FTV-44B	Intermediate Television Production	R
FTV-44C	Advanced-Intermediate Television Production	R
FTV-44D	Advanced Television Production	R
FTV-45A	Beginning Television News Production	R
FTV-45B	Intermediate Television News Production	
FTV-45C	Advanced Intermediate Television News Production	R
FTV-45D	Advanced Television News Production	R
FTV-51A	Film, Television and Video Laboratory I	R
FTV-51B	Film, Television and Video Laboratory II	R
FTV-51C	Film, Television and Video Laboratory III	R
FTV-51D	Film, Television and Video Laboratory IV	R
FTV-64A	Beginning Digital Editing Principles and Techniques	R
FTV-71A	Beginning Sound Engineering for Audio in Media	R

This is the second of three courses that comprise the industry certification for digital audio recording and design using the software, ProTools. FTV is a certified training partner for ProTools. The three courses will provide students with an industry-recognized occupational classification:

FTV-75	Intermediate Digital Recording Pro Tools 110	R
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This course is the third of three courses required for Pro Tools industry certification and is an elective course in FTV's certificate and degree option in Sound Engineering:

FTV-76	Advanced Digital Audio Recording Pro Tools 201	R
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Course	Title	Location
3. Major Course Modifications:		
The following modifications are proposed to link the student learning outcomes (SLOs) to the new general education student learning outcomes (GESLOs) and update the course materials:		
AML-1	American Sign Language 1	MR
AML-2	American Sign Language 2	MR
AML-3	American Sign Language 3	R
The following modification is proposed to link the SLOs to the new GESLOs:		
AML-4	American Sign Language 4	R
The following modification is proposed to update the course description, advisory skills, course materials and to link the SLOs to the new GESLOs:		
AML-5	Sign Language for Interpreters	R
The following modification is proposed to link the SLOs to the new GESLOs and update the course materials:		
AML-10	Introduction to Sign Language Interpreting	R
The following modification is proposed to link the SLOs to the new GESLOs and update the course materials:		
AML-20	Ethical and Professional Standards of Interpreting	R
The following modification is proposed to change the title from “Introduction to Astronomy,” update the course description, link SLOs, course materials and add sample assignments:		
AST-1A	Introduction to the Solar System	MR
The following modifications is proposed to change the title from “Introduction to the Stars,” update the course description, link SLOs, course materials and add sample assignments:		
AST-1B	Introduction to the Stars and Galaxies	MR
The following modification is proposed to update the course content, methods of instruction (MOI), methods of evaluation (MOE), and sample assignments:		
FTV-11	Sound Recording and Reinforcement Techniques	R
The following modification is proposed to update the course content, MOI, MOE, and add sample assignments:		
FTV-12	History of American Film	R
The following modification is proposed to update the SLOs, course materials and add sample assignments:		
FTV-41	Introduction to Telecommunications	R
The following modification is proposed to change the hours from 45 lecture and 27 laboratory to 54 hours lecture, update the SLOs, course content, course materials and add sample assignments:		
FTV-42	Writing for Broadcast Television and Radio	R

Course	Title	Location
The following modification is proposed to add an advisory of FTV-74, update the SLOs, course content, course materials and add sample assignments:		
FTV-48	Short Film Production	R
The following modification is proposed to change the title from “Telecommunications Laboratory” and change the advisories, update the SLOs, course content, MOI, MOE, course materials and add sample assignments:		
FTV-52	Film, Television and Video Laboratory	R
The following modification is proposed to update the course description, SLOs, MOI, MOE, course materials and add sample assignments:		
FTV-65	The Director’s Art in Filmmaking	R
The following modifications are proposed to update the SLOs, MOI, MOE, and add sample assignments:		
FTV-67	Introduction to Video Production	R
FTV-68	Story Development Process in the Entertainment Industry	R
FTV-72	Introduction to Lighting Design for Film and Television	R
The following modification is proposed to change the advisory, update the SLOs, and add sample assignments:		
FTV-74	Production Planning and Management	R
The following modification is proposed to update the course description, SLOs, course content, course materials and add sample assignments:		
MAT-1A	Calculus I	MNR
The following modification is propose to update the course description, entry skills, course content, course materials, link the SLOs to the new GESLOs, and to add sample assignments:		
MAT-2	Differential Equations	MNR
The following is being proposed to change the units from 3 to 4, lecture hours from 54 to 72 as well as to update the course description, SLOs, course content, MOI, course materials and add sample assignments:		
MAT-12	Statistics	MNR
The following modification is proposed to update the SLOs, course materials and add sample assignments:		
MAT-35	Intermediate Algebra	MNR
The following are proposed to update the course description, course content, MOI, course materials and add sample assignments:		
PHY-2A	General Physics	NR
PHY-2B	General Physics II	NR

Course	Title	Location
The following modifications are proposed to link the SLOs to the new GESLOs and update the course description, course materials and to add the advisory of “Completion of placement test to assess level of proficiency in Spanish”:		
SPA-1	Spanish 1	MNR
SPA-1H	Honors Spanish 1	MNR
The following modifications are proposed to link the SLOs to the new GESLOs and update the course description, course materials and to add the advisory of “Completion of placement test to assess level of proficiency in Spanish”:		
SPA-1A	Spanish 1A	R
SPA-1B	Spanish 1B	R
The following modifications are proposed to link the SLOs to the new GESLOs and update the course materials and to add to the prerequisite an additional option of “or qualifying placement level on the Spanish assessment test or equivalent”:		
SPA-2	Spanish 2	MNR
SPA-2H	Honors Spanish 2	MN
SPA-3	Spanish 3	MNR
The following modification is proposed to add a prerequisite of “SPA -2 or 2H or qualifying placement level on the Spanish assessment test or the equivalent” and to link the SLOs to the new GESLOs and update the course materials:		
SPA-3N	Spanish for Spanish Speakers	MNR
The following modification is proposed to link the SLOs to the new GESLOs and update the course materials and to add to the prerequisite an additional option of “or qualifying placement level on the Spanish assessment test or equivalent”:		
SPA-4	Spanish 4	MNR
The following modifications are proposed to link the SLOs to the new GESLOs and update the course content and course materials:		
SPA-8	Intermediate Conversation	MNR
SPA-11	Culture and Civilization	MNR
SPA-12	Latin American Culture and Civilization	MNR
SPA-13	Spanish for Health Care Professionals	MNR
The following modifications are proposed to link the SLOs to the new GESLOs:		
SPA-51	Introductory Listening Comprehension I	R
SPA-52	Introductory Listening Comprehension II	R
SPA-53	Intermediate Listening Comprehension I	R
The following modification is proposed to change the units from 2 to 3 and laboratory hours from 54 to 108, as well as update course content and course materials to comply with C-ID:		
THE-25	Makeup for the Stage	NR

Course	Title	Location
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4. Course Deletions:

This elective course is no longer considered as part of the AML discipline curriculum:

AML-21	Fingerspelling	R
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6. Modification to State/Locally Approved Certificates/Degrees:

The following is being modified to merge the two lists of electives into one, providing greater flexibility for students to complete the certificate especially during times of budget cuts when course offerings are at a minimum:

International Business Certificate		R
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ATTACHMENT A
PROGRAM OUTLINE OF RECORD
Certificate Modification

INTERNATIONAL BUSINESS (R)

CE627

This program prepares individuals to manage international business and/or business operations. This includes instruction in the principles and processes of international business policies, business environments, foreign currency issues, foreign operations and management, foreign direct investment as well as other modes of entry, and applications for doing business in specific countries and markets.

Certificate Program

Program Learning Outcomes

Upon successful completion of this program, students should be able to:

- Explain the key elements of international business.
- Analyze the essential factors that determine the success of each element of international business.
- Explain the inter-relationship of the elements of international business that is required for a successful international business operation.
- Develop the framework of an international business plan, incorporating understanding of general business concepts, international marketing mix, international cultures, international economics, and international politics.

Required Courses (15 units)	Units
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BUS-10	Introduction to Business	3
BUS-40	International Business-Principles	3
BUS-43	International Business-Marketing	3
Electives	Choose from the list below	6

Electives (6 units)	Units
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BUS-46	International Business-Intro to Import/ Exporting	3
BUS-48	International Management	3
BUS-90	International Logistics	3
COM-12	Intercultural Communication	3
ECO/POL-6	Introduction to Political Economy	3
ECO-7/7H	Principles of Macroeconomics	3
CHI-11	Chinese Culture and Civilization	3
FRE-11	French Culture and Civilization	3
GER-11	German Culture and Civilization	3
ITA-11	Italian Culture and Civilization	3
JPN-11	Japanese Culture and Civilization	3
KOR-11	Korean Culture and Civilization	3
RUS-11	Russian Culture and Civilization	3
SPA-11	Spanish Culture and Civilization	3
SPA-12	Latin American Culture and Civilization	3



Agenda Item (IV-C-1)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Committee - Planning and Operations (IV-C-1)
Subject	Revision to the Moreno Valley College Mission Statement
College/District	Moreno Valley
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees approve the revised Moreno Valley College mission statement.

Background Narrative:

The Moreno Valley College's current mission statement has been reviewed and it is now presenting a revision that represents the college's current mission. The proposed mission statement was reviewed and approved by the Strategic Planning Council at its September 26, 2013 meeting and by the MV Academic Senate at its October 7, 2013 meeting

Prepared By: Sandra Mayo, President, Moreno Valley College

Attachments:

[Moreno Valley Revised History Mission Statement 11 5 13 \(2\)](#)

MORENO VALLEY COLLEGE

MISSION STATEMENT

- **June 20, 2006 Approved by the RCCD Board of Trustees**

Responsive to the educational needs of its region, Moreno Valley College offers academic programs and student support services which include baccalaureate transfer, professional, pre-professional, and pre-collegiate curricula for all who can benefit from them. Life-long learning opportunities are provided, especially in health and public service preparation.

- **November 6, 2008 Standard I (Institutional Mission & Effectiveness) reviewed Mission Statement**
 - Reviwed and confirmed mission statement continued to accurately represent the MV College with respect to academic programs and student support services relating to transfer, career and technical education, and basic skills.
- **November 26, 2008 Strategic Planning Committee reaffirmed the MV Campus Mission Statement**
- **November 9, 2009 Standard I reviewed and re-confirmed Mission Statement**
- **March 16, 2010 Mission Statement revision approved by Board of Trustees**
 - To replace “Moreno Valley Campus” with “Moreno Valley College” in recognition of the Moreno Valley College becoming the 111th California Community College on March 1, 2010
- **May 31, 2012 Strategic Planning Council reaffirmed the MV College Mission Statement**
- **January 9, 2013 Standard I reviewed the Mission Statement**
 - Committee members assigned to review mission
- **January 25, 2013 ebruary 8, 2013 Standard I reviewed Committee members’ recommendation**
 - Committee members’ reports on whether or not the Mission Statement was still accurate were reviewed
- **Februry 22, 2013 Standard I committee reviewed draft of findings on the Mission Statement analysis**
- **March 21, 2013 Standard I presented draft of revised Mission Statement to the Strategic Planning Council and “Climate survey on the Mission Statement”**
 - SPC accepted mission statement draft
- **April 1, 2013 Mission Statement draft submitted to the Academic Senate (voted to support)**
- **May 2, 2013 Town Hall meeting held to present revised Mission Statement to MV College**
- **May 16, 2013 Standard I reported results of May 2, 2013 town hall meeting**
- **May 23, 2013 Second town Hall meeting help to present updated draft of Mission Statement**

- September 26, 2013 Strategic Planning Council approved submitted Mission Statement revision

Moreno Valley College inspires, challenges, and empowers our diverse, multicultural community of learners to realize their goals; promotes citizenship, integrity, leadership, and global awareness; and encourages academic excellence and professionalism.

To accomplish this mission, we provide comprehensive support services, developmental education, and academic programs leading to:

- Baccalaureate Transfer
 - Associate Degrees in Arts and Sciences
 - Certificates in Career and Technical Education Fields
 - Post-employment Opportunities
- October 7, 2013 Academic Senate approved the Mission Statement
 - October 14, 2013 President, MV College, accepted the recommendations of the Strategic Planning Council and the MV Academic Senate to accept the revised MV College mission statement and move it forward to the agenda of the November 5, 2013 Board Committee meeting.



Agenda Item (IV-C-2)

Meeting 11/5/2013 - Committee/Regular Board

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

Subject Presentation on Tactical Patrol Rifles for RCCD

College/District District

Information Only

Background Narrative:

Currently, college police officers carry a variety of equipment needed for various situations that may arise, this includes: pepper spray, taser, baton, less lethal bean bag / rubber bullet weapons, handguns and shotguns. As part of our ongoing active shooter training, patrol rifles are the standard weapon of choice for these situations. Our police department just completed active shooter training on August 23, 2013 and patrol rifles were a part of our training exercises.

Other allied agencies, Riverside Police Department or Riverside County Sheriff's Office, who respond to incidents at any of our colleges all carry tactical patrol rifles in their vehicles. College police personnel, who are on-site, as the first responders, do not have the weaponry available to appropriately respond to certain situations and possible confrontations when equipped only with a pistol or shotgun. Pistols are inherently less accurate and have a shorter, effective range than a rifle or a shotgun. Pistol caliber bullets penetrate through interior walls more heavily than rifle caliber bullets which increases the risk of unintended persons being hit and pistol caliber bullets do not penetrate body armor and many other obstacles commonly encountered while most .223 caliber rifle bullets will.

Prepared By: Ray Maghroori, Provost/Vice Chancellor, Educational Services
Jim Miyashiro, Chief of Police

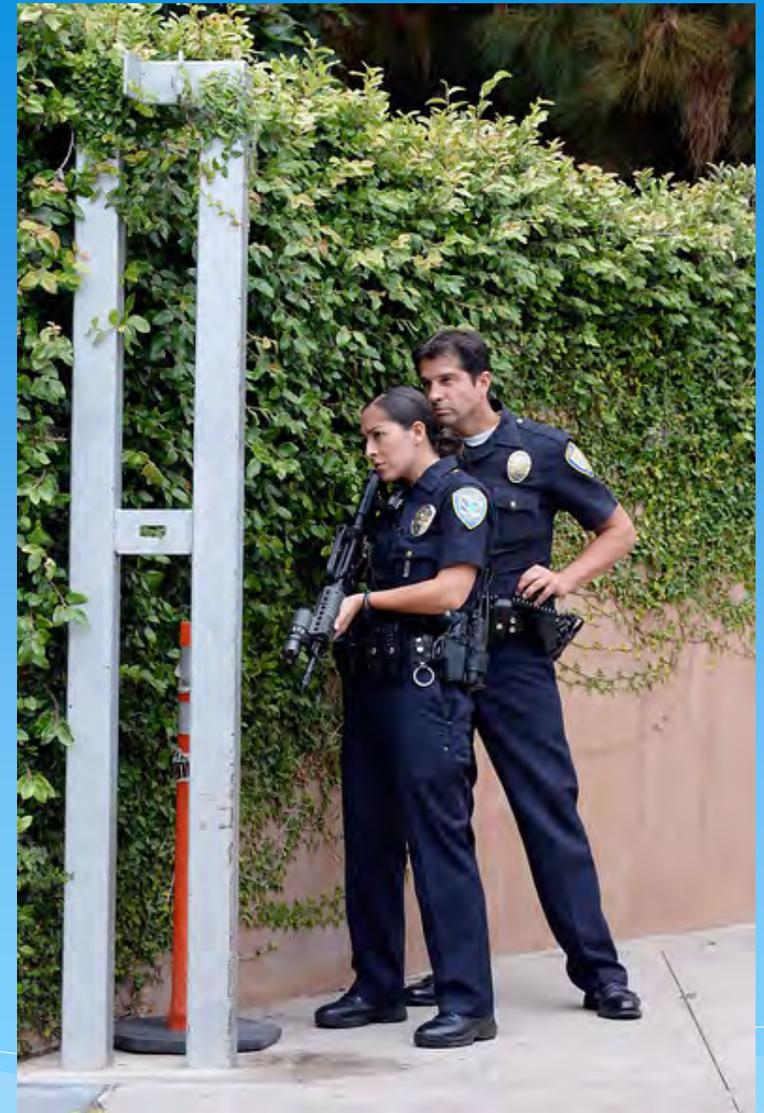
Attachments:

[Tactical Rifle Presentation 9 25 13 Rev](#)



Tactical Patrol Rifles

A significant issue confronting law enforcement agencies today is the question of whether to arm patrol officers with rifles. The debate over the proper weapons for police use is not a new one, for the discussion of how officers should be armed has been going on for decades and continues as new weaponry is developed. Most recently, changes in criminal activity and threats have caused many police departments to question whether the traditional patrol officer handgun-shotgun combination is adequate armament. The weapon most frequently being considered for use by patrol officers is the .223-caliber rifle, commonly referred to as the patrol rifle.



Background of Patrol Rifles

- * Catalyst – 1997 “North Hollywood Bank Shootout”
- * Two suspects armed with assault weapons and wearing heavy body armor engaged several dozen Los Angeles Police officers in a 44-minute gun battle
- * 12 police officers and seven civilians were wounded
- * Los Angeles Police officers were issued semi-automatic handguns and 12 gauge shotguns
- * Rifles were issued only to tactical units
- * The incident concluded only when members of a police tactical unit armed with semi-automatic rifles arrived and engaged the remaining suspects
- * The incident highlighted the accuracy/distance/effectiveness limitations of police-issue handguns and shotguns
- * Patrol rifles have since been widely adopted by law enforcement agencies throughout the United States

Advantages of Tactical Patrol Rifle

- * Increased Protection against Superior Firepower



Suspect Entering Santa Monica College Library

Advantages of Tactical Patrol Rifle

- * Protection of the Public



Advantages of Tactical Patrol Rifles

- * Response to Active Shooter



Advantages of Tactical Patrol Rifles

- * A Safer Weapon
 - * Less Excessive Penetration
 - * Easy of Use
 - * Higher Degree of Versatility
 - * Superior accuracy, range, and effectiveness of patrol rifles
 - * .223 caliber patrol rifles are capable of being fired accurately at distances up to 500 yards

Deployment of Tactical Patrol Rifles

- * Situations where the officer reasonably anticipates an armed encounter.
- * When an officer is faced with a situation that may require the delivery of accurate fire at long range.
- * Situations where an officer needs to meet or exceed a suspect's superior firepower.
- * When an officer reasonably believes a suspect may be wearing body armor.
- * Active shooter on campus

RCCD Tactical Rifle Policy

- * Rifles will only be carried in police vehicles equipped with a locking rifle rack. When not in use all rifles will be stored in gun safes at each police facility.
- * All RCCD police officers who deploy a tactical rifle will be trained by POST standards and must meet a qualifying score during qualifying periods.
- * Only ammunition issued by Dept. Range master will be used in the patrol rifles at all times.

Some of the Colleges Currently Utilizing Patrol Rifles

- * Cerritos College –Yes AR-15’s- Chief Richard Bukowiecki
- * CSULB-Yes AR-15’s – Chief Fernando M. Solorzano
- * CSUF-Yes AR 15’s – Chief Dennis J. DeMaio
- * Pepperdine University – Yes AR-15’s – Chief Earl B. Carpenter
- * Glendale College-Yes AR15’s- Chief Gary Montillo
- * Mira Costa College –Yes AR15’s – Chief Robert Nocross
- * Saddleback Valley College –Yes AR15’s- Chief Will Glen
- * Irvine Valley College-Yes AR15’s- Chief Will Glen
- * UCI-AR15’s- Chief Paul Hensley
- * El Camino and Compton College –Yes AR15’s- Chief Michael Trevis
- * UCLA-Yes AR15’s- Chief Jim Herren

Alternatives / Use of Force Continuum

- * Pepper Spray
- * Taser
- * Baton
- * Less Lethal Weapons

Questions?



Agenda Item (IV-D-1)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-D-1)
Subject	Project Budget and Agreement for the Courtyard Project with Community Works Design Group
College/District	Riverside
Funding	Riverside City College Funds
Recommended Action	It is recommended the Board of Trustees approve: 1) Project budget of \$419,408 for the Courtyard Project; and 2) Agreement with Community Works Design Group for \$31,660 for the Project.

Background Narrative:

The newly created Courtyard, open space that emerged with the development of the Nursing, Science and Math Complex juxtaposed with the existing Salvatore Rotella Digital Library/ Learning Center is underutilized in its current design. Additionally, some elements of the existing design improvements create maintenance issues, such as the decomposed granite paths that track elements into the building floors; and the general overall layout does not encourage gathering and enjoyment of the open space, outside of the garden and fountain area adjacent to Nursing. The "Courtyard Project" is being proposed by Riverside City College to be developed into a park-like Courtyard with seating, paved paths, tables and trees, and to address operational and maintenance issues associated with the existing space.

Prepared By: Wolde-Ab Isaac, Interim President, Riverside
Charlie Wyckoff, Interim Vice President, Business Services, RCC
Chris Carlson, Chief of Staff & Facilities Development
John Baker, Interim-Director of Construction

Attachments:

[20131105 Budget and Funding Breakdown](#)
[20131105 CWDG Agreement](#)

Riverside City College Courtyard Project

Project Costs	
Construction Cost and Contingencies (includes General Contractor's Overhead and Profit)	\$349,680
Bonds and Insurance	\$6,994
Landscape Architect's Fee	\$31,660
Division of Stat Architecture, Access Compliance Section Plan Check Fee	\$1,748
Project Inspection Fee (includes ADA/ Accessibility Compliance; and minor masonry sound wall construction and pole-mounted lighting fixture footings)	\$18,226
Reproducible Costs	\$1,500
Labor Compliance Fee	\$9,600
Total	\$419,408

Funding Sources	
Net Revenue from Splash	\$283,333
Surplus from Food Services	\$100,000
Other Services and Special Projects	\$36,075
Total	\$419,408

LANDSCAPE ARCHITECTURAL SERVICES AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
“COMMUNITY WORKS DESIGN GROUP”

This AGREEMENT is made and entered into on November 20, 2013, by and between the RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”, and COMMUNITY WORKS DESIGN GROUP, hereinafter referred to as “LANDSCAPE ARCHITECT”. This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the LANDSCAPE ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain LANDSCAPE ARCHITECTURAL services for RCC COURTYARD, hereinafter referred to as “PROJECT”, located at Riverside City College, Riverside , California in the DISTRICT; and

WHEREAS, LANDSCAPE ARCHITECT understands that \$31,660.00 funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If funding is not received for the PROJECT, this AGREEMENT is void except to the extent services have been rendered pursuant to DISTRICT authority; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – LANDSCAPE ARCHITECT’S SERVICES AND RESPONSIBILITIES

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

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

3. The construction document services covered by this agreement shall be completed and submitted to the Division of the State Architect, Access Compliance Section (DSA/ACS), for review and approval.

ARTICLE II – SCOPE OF LANDSCAPE ARCHITECT’S SERVICES

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

2. The LANDSCAPE ARCHITECT shall assist the DISTRICT in obtaining approvals if required from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, and public utilities, as well as the required approval of the Division of State Architect, Access Compliance Section.

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

4. The LANDSCAPE ARCHITECT shall provide a written PROJECT schedule.

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

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

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

8. The LANDSCAPE ARCHITECT shall provide services in connection with the work of a separate consultant retained by DISTRICT.

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

12. The LANDSCAPE ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, irrigation system components, electrical equipment, and fixtures. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

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

14. The LANDSCAPE ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT.

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

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

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

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

19. Construction Document Phase (Design and Final Design per Attachment "A")

a. The LANDSCAPE ARCHITECT shall prepare, from the Preliminary Concept Plan, dated 4/9/13, approved by the DISTRICT, Construction Documents in an AutoCAD and PDF format acceptable to the District and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements, including, but not limited to, the requirements of the DSA/ACS, California Building Code, Americans with Disabilities Act (ADA) and local Fire Department having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

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

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

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

20. Bidding & Award Phase

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

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

c. The LANDSCAPE ARCHITECT shall provide an electronic file containing Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. IN addition, LANDSCAPE ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

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

21. Construction Phase

- a. The Construction Phase will commence with the award of the Construction Contract to Contractor.
- b. The LANDSCAPE ARCHITECT shall reproduce ten (10) full size sets of contract documents and all progress prints for the DISTRICT's use at the LANDSCAPE ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article XI.
- c. The LANDSCAPE ARCHITECT shall provide technical direction to a full time PROJECT inspector employed by and responsible to the DISTRICT as required by applicable law. The LANDSCAPE ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.
- d. The LANDSCAPE ARCHITECT will endeavor to secure compliance by Contractor with the contract requirements, but does not guarantee the performance of Contractor's contracts.
- e. The LANDSCAPE ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, periodic visits at the site as LANDSCAPE ARCHITECT deems necessary to render LANDSCAPE ARCHITECTURAL observation which is distinguished from the continuous personal inspection of the PROJECT inspector (in no case shall the number of visits be less than once every week); make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; answer RFI's and review submittals promptly to maintain project schedule; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT knowledge and approval; maintain construction accounts; prepare change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the LANDSCAPE ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams, and charts required of the Contractor; and issue the LANDSCAPE ARCHITECT's certificate of completion and final certificate for payment. LANDSCAPE ARCHITECT shall not be compensated any fee for work required as a result of any error or omission by the LANDSCAPE ARCHITECT. Errors may be charged to the LANDSCAPE ARCHITECT at 100% of corrective cost, while omissions may be charged at a rate of 20% of the corrective cost.
- f. The LANDSCAPE ARCHITECT, as part of his/her basic services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

g. The LANDSCAPE ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor there under.

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

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

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

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

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

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

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

o. The LANDSCAPE ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The LANDSCAPE ARCHITECT shall promptly evaluate and make written recommendations regarding Contractor's proposals for possible change orders in order to maintain project schedule and resolve claims. LANDSCAPE ARCHITECT shall review Contractor's record "as-built" drawings for accuracy and completeness based on addenda, change orders, RFI responses and other data furnished by the Contractor to the LANDSCAPE ARCHITECT.

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

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

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

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

t. The LANDSCAPE ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and or Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by LANDSCAPE ARCHITECT.

u. The LANDSCAPE ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

28. PROJECT Close-Out

a. The LANDSCAPE ARCHITECT shall assure delivery of the following documents described below to the DSA/ACS for review prior to issuance of a "Certificate of Completion".

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

- (i) Copies of the Project Inspector semi-monthly reports.
- (ii) Final Verified Report Form DSA 6A/E certifying all work is 100% complete from the LANDSCAPE ARCHITECT.
- (iii) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

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

- (i) Copy of the Notice of Completion.
- (ii) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

ARTICLE III – ADDITIONAL LANDSCAPE ARCHITECT’S SERVICES

1. LANDSCAPE ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the LANDSCAPE ARCHITECT’S control. LANDSCAPE ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Construction Documents.

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of the LANDSCAPE ARCHITECT which are not the result of the direct or indirect negligence, errors or omissions on the part of LANDSCAPE ARCHITECT.

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

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

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

f. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted LANDSCAPE ARCHITECTURAL practice.

2. If authorized in writing by DISTRICT, LANDSCAPE ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT Representative(s) shall be selected, employed and directed by the LANDSCAPE ARCHITECT, and the LANDSCAPE ARCHITECT shall be compensated therefore as agreed by the DISTRICT and LANDSCAPE ARCHITECT. Through the observations of such PROJECT Representative(s), the LANDSCAPE ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the LANDSCAPE ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV – DISTRICT'S RESPONSIBILITIES

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

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

3. The DISTRICT shall give prompt written notice to the LANDSCAPE ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the LANDSCAPE ARCHITECT of LANDSCAPE ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

4. The proposed language of certifications requested of the LANDSCAPE ARCHITECT or LANDSCAPE ARCHITECT's consultants shall be submitted to the

LANDSCAPE ARCHITECT for review and approval at least fourteen (14) days prior to execution.

ARTICLE V – COST OF CONSTRUCTION

1. During the Construction Document Phase, Construction Cost (“Construction Cost”) shall be reconciled against the DISTRICT’s Budget for the PROJECT.

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

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

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

5. Any Budget or fixed limit of construction cost shall be adjusted if the bidding has not commenced within ninety (90) days after the LANDSCAPE ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget:
- a. The DISTRICT may give written approval of an increase of such fixed limit;
 - b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time.
 - c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Paragraph 2;
 - d. The DISTRICT may request the LANDSCAPE ARCHITECT prepare, at no additional cost, deductive change packages acceptable to the District that will bring the PROJECT within the Budget; or
 - e. The DISTRICT may request the LANDSCAPE ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

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

ARTICLE VI – ESTIMATE OF PROJECT CONSTRUCTION COSTS

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

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

3. The LANDSCAPE ARCHITECT shall review and update, if necessary the LANDSCAPE ARCHITECT'S Preliminary Cost Estimate at no additional cost.

ARTICLE VII – LANDSCAPE ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

ARTICLE VIII – TERMINATION

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

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

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

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

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

5. In the event of a dispute between the parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, LANDSCAPE ARCHITECT agrees to continue the work diligently to completion. If the dispute

is not resolved, LANDSCAPE ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but LANDSCAPE ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

ARTICLE IX – AUDIT OF ACCOUNTING RECORDS OF THE LANDSCAPE ARCHITECT

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

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

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

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

ARTICLE X – COMPENSATION TO THE LANDSCAPE ARCHITECT

The DISTRICT shall compensate the LANDSCAPE ARCHITECT in an amount not to exceed \$31,660.00 and is as follows:

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

2. Payment to the LANDSCAPE ARCHITECT will be as follows:

Construction Documents:	70% of estimated LANDSCAPE ARCHITECT Fee, to be paid monthly based on actual level of completion, as set forth on Attachment "A".
DSA/ACS Approval	5% of estimated LANDSCAPE ARCHITECT FEE as set forth on Attachment "A".
Bidding Phase: (Board Approval)	10% of estimated LANDSCAPE ARCHITECT fee as set forth on Attachment "A".
Construction Admin:	13%, of estimated LANDSCAPE ARCHITECT fee, to be paid monthly based on actual level of completion, based on accepted bid.
DSA closure with Certification.	2% of Estimated LANDSCAPE ARCHITECT FEE as set forth on Attachment "A".
TOTAL THROUGH RECORDATION OF NOTICE OF COMPLETION	100% of actual LANDSCAPE ARCHITECT Fee based on accepted bid.

3. Fixed Fee of \$30,660.00 per Attachment "A".

4. To the extent that the time initially established for the completion of LANDSCAPE ARCHITECT's services is exceeded or extended through no fault of the LANDSCAPE ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to prior approval by DISTRICT Board. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

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

ARTICLE XI – REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the LANDSCAPE ARCHITECT as stipulated in Attachment "A", the LANDSCAPE ARCHITECT's employees and Consultants for the following specified items:

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

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

2. Reimbursable expenses are estimated to be \$1,000.00, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

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

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

ARTICLE XII – EMPLOYEES AND CONSULTANTS

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

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

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

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

ARTICLE XIII – MISCELLANEOUS

1. The LANDSCAPE ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, LANDSCAPE ARCHITECT and Contractor during all phases of the PROJECT and concerning any material conditions in the requirements, scope, performance and/or sequence of the work. The LANDSCAPE ARCHITECT shall provide a copy of such record to the DISTRICT.

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

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

b. General Liability. Liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the LANDSCAPE ARCHITECT for damages related to (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or, (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the LANDSCAPE ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the LANDSCAPE ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent LANDSCAPE ARCHITECTS who are directly employed by the DISTRICT.

c. Professional Liability. Liability arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the LANDSCAPE ARCHITECT, which the LANDSCAPE ARCHITECT shall indemnify and hold the DISTRICT entirely harmless from and including any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the LANDSCAPE ARCHITECT, or any person, firm or corporation employed by the LANDSCAPE ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT.

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

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

a. The LANDSCAPE ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

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

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

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The LANDSCAPE ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the LANDSCAPE ARCHITECT, and the DISTRICT shall be named as an additional insured.

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

ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of LANDSCAPE ARCHITECT, and in such event LANDSCAPE ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that LANDSCAPE ARCHITECT subcontracts any portion of LANDSCAPE ARCHITECT's duties, LANDSCAPE ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII 3 (a)(b)(c)(d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence.

4. LANDSCAPE ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. LANDSCAPE ARCHITECT understands and agrees that LANDSCAPE ARCHITECT and all of LANDSCAPE ARCHITECT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. LANDSCAPE ARCHITECT assumes the full responsibility for the acts and/or omissions of LANDSCAPE ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. LANDSCAPE ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective LANDSCAPE ARCHITECT's employees.

5. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or LANDSCAPE ARCHITECT.

6. The DISTRICT and LANDSCAPE ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. LANDSCAPE ARCHITECT shall not assign this AGREEMENT.

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

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

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

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

Community Works Design Group

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Timothy I. Maloney, ASLA
CPRS Landscape Architect
4649 Brockton Avenue
Riverside, CA 92506

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

ATTACHMENT "A"

FIXED FEE

LANDSCAPE Architectural Fixed Fee:

Community Works Design Group to perform design, design development, construction documents and construction observation based on a fixed fee structure in an amount not to exceed \$30,660.00.

Reimbursable Expenses:

Reimbursable expenses are in addition to the fixed fee structure, and shall be paid in an amount not to exceed \$1,000.00.



LANDSCAPE ARCHITECTURE

4648 Brooklyn Avenue

Riverside, CA 92506

(951) 309-0700

Fax (951) 309-4039

<http://www.communityworksdesign.com>

CA License #2110

NV License #3039

April 24, 2013

Mr. Charles D. Wyckoff, Interim Vice President
RIVERSIDE CITY COLLEGE
4800 Magnolia Avenue
Riverside, California 92506

Subject: Professional Services for: RCC Courtyard – Construction Documents

Dear Mr. Wyckoff:

On behalf of the firm of Community Works Design Group, we are pleased to present this proposal to provide Construction Document and Construction Administrative services to RCC for the RCC Courtyard Project.

THE PROPOSAL

Our proposal covers key issues we feel to be of greatest significance for the smooth, efficient completion of the project. The members of the Design Team and I appreciate your consideration of our firm to continue to provide our professional consulting services for this project.

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

Timothy I. Maloney, ASLA,
CPRS Landscape Architect
License Number 2110

SCOPE OF SERVICES

Services provided by the Community Works Design Group (CWDG) Design Team for RCC will continue to reflect Client and community expectations. We will be providing the following services per the information received from our team meeting of March 25.

A. PREPARATION OF TOPOGRAPHIC BASE PLAN/MATERIAL PROGRAM ASSESSMENT:

1. We will provide a Topographic Plan of the Courtyard in order to locate specific items such as light poles, walkways, drainage inlets, utility vaults, valve boxes, etc. The topographic plan will also note specific and key spot elevations of existing walks and items noted above.
2. We will conduct a thorough physical inspection of the project site and collect all data regarding proposed improvements and facilities within the project area. We will work with Adkan Engineers and your team regarding the location of all easements and utilities.

B. DESIGN AND FINAL DESIGN:

There will be two phases of the Construction Document Phase. The first phase will include the Design Development, in which we will bring the drawings to approximately 65%. Plans at this stage will outline all demolition items, utility/ infrastructure items, hardscape/pathway elements, layout irrigation heads, lighting fixtures re-locations and indicate major planting concepts. These plans will be presented to your office for review in order to determine any final adjustments prior to working out details and beginning specifications. Once approved, our office will continue on the Construction Documents until final completion, where they will be turned over to your office for final reviews. We will attend all meetings as required during this phase of the project.

1. **DEMOLITION PLANS:** We will prepare complete temporary construction fencing and demolition plans for the area. All temporary paths of travel will be indicated and provided on the plans. All items to be removed and/or relocated will be indicated.
2. **GRADING AND DRAINAGE PLANS:** We will prepare complete grading and drainage plans based on the topographic plans prepared by Adkan Engineers. All spot elevations will be provided for walks and walls and flow lines indicated as well as drainage pipe sizing and connections, etc.
3. **CONSTRUCTION PLANS AND DETAILS:** We will prepare complete construction plans for the new courtyard/plaza area including all paved areas, seat walls, sound walls and site furnishings. All details for installation will be provided
4. **ELECTRICAL PLANS:** Design West will prepare the electrical plans for the relocation of the three area lights as well as providing for any "charging hot spot" locations you may desire.
5. **IRRIGATION PLANS:** We will prepare complete/adjusted irrigation plans for the new courtyard areas – both the main courtyard and the School of Nursing fountain courtyard. We will utilize existing mainlines and valves. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation and efficiency will be our primary concerns.

RCC COURTYARD PROJECT -RIVERSIDE

April 24, 2013

6. PLANTING PLANS: We will prepare adjusted Planting Plans with all necessary details. Plant suitability, maintainability, drought and frost resistance and consistency with enhancements of the existing themes will be primary concerns.
7. SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided in the required plan format.
8. DOCUMENT PROCESSING: We will submit the documents for RCC staff approvals. We will review documents and make all necessary corrections.
9. DELIVERABLES: We will prepare and deliver to RCC staff all meeting minutes, notes and construction plans and specifications in electronic format and hard copies. We will attend all meetings as required during this phase of the project

C. BIDDING

1. When the project goes out for competitive bidding, we will assist the client in the bid process, noting direction given to contractors, questions asked and follow-up clarifications or addendum items.
2. If requested, we will assist the Client in obtaining and evaluating bids as required.

D. CONSTRUCTION PHASE

1. We will coordinate with the Client, as required, throughout the life of the project.
2. This phase will commence with the notice to proceed to the contractor and terminate when final payment is issued by the Client.
3. We will provide observations during construction for the purpose of establishing acceptability and provide written documentation of official job meetings to those present. We will attend construction meetings as required.
4. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents.
5. We will review change orders and submittals for approval and issuance by the Client. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations.
6. We will participate in a post-construction evaluation process to assess the success of the project and to make recommendations for future modifications or adjustments. We will review as-builts and assist in the reproduction of the as-built information on disc. We will also provide a Certified Water Audit should this be desired and or required by RCC.

Page 3

RCC COURTYARD PROJECT -RIVERSIDE

April 24, 2013

FEE PROPOSAL

The following is our proposed fee to provide all work mentioned in the Scope of Work noted above.

Topographic Plan and Material Program Assessment	Lump Sum	\$ 3,730.00
Construction Plans and Details	Lump Sum	\$ 23,430.00
Bidding and Construction Admin	Hourly	\$ 3,500.00
Reimbursables	<u>Estimated</u>	<u>\$ 1,000.00</u>
	NOT TO EXCEED TOTAL	\$ 31,660.00

- A. Our fees will be billed at our Normal Hourly Rates per Attachment 1.
- B. Provisions of Attachment 1 and 2 are an integral part of this proposal as if herein written in full.
- C. Field Observation services will be provided at the Client's request and billed/charged at the Landscape Architect's hourly rate per Attachment 1.
- D. This proposal is valid for a minimum of 90 days.
- E. If project is terminated, the Owner is only liable to pay consultant for services performed prior to termination of project, including reimbursable expenses.

Accepted: _____ Date: _____

RCC COURTYARD PROJECT -RIVERSIDE

April 24, 2013

ATTACHMENT - 1

NORMAL HOURLY RATES

Principal Landscape Architect's time at the fixed rate of:	\$155.00 per hour
Landscape Architect's time at the fixed rate of:	\$115.00 per hour
Electrical Engineer's time at the fixed rate of:	\$125.00 per hour
Landscape Designer's time at the fixed rate of:	\$95.00 per hour
Professional Staff's time at the fixed rate of:	\$65.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items such as the cost of plotting, graphic reproduction and shipping, will be billed at our direct cost plus 15%.

TERMS AND CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt.

ATTACHMENT - 2

ADDITIONAL SERVICES

Additional Services shall be performed only when requested or approved by the Client. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable Items per Attachment 1. Additional services may include, but are not limited to:

1. Revising previously approved drawings to accomplish changes ordered by the Client.
2. Any work requested by the Client that is not heretofore mentioned.
3. Structural soils testing.
4. Structural Engineering.

CLIENT'S RESPONSIBILITY

1. Client to provide all available data possible regarding the site information and surrounding properties.
2. Complete information concerning available services and utilities for all contract areas.
3. Assist with coordinating the approval process with RCC departments and provide as-built plans to the extent possible.
4. Development restrictions, program restrictions and other such data.

ATTACHMENT "B"





Agenda Item (IV-D-2)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Committee - Resources (IV-D-2)
Subject	2012-2013 Proposition 39 Financial and Performance Audits
College/District	District
Funding	N/A
Recommended Action	It is recommended that the Board of Trustees receive the Proposition 39 independent financial and performance audits of the District's Measure C general obligation bonds for the year ended June 30, 2013 for the permanent file of the District.

Background Narrative:

Background information relative to the 2012-2013 Proposition 39 independent financial and performance audits of the District's Measure C general obligation bonds is attached.

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

Attachments:

[11052013_2012-2013 Proposition 39 Financial and Performance Audits Background Information](#)

2012-2013 Proposition 39 Financial and Performance Audits November 19, 2013

In accordance with the provisions of Proposition 39, independent financial and performance audits of the Measure C general obligation bonds were performed by Vicenti, Lloyd and Stutzman LLP (VLS). The audit report was presented to the Citizens Bond Oversight Committee at its regularly scheduled meeting on October 10, 2013. A representative of the audit firm will be available to present and discuss the reports. Results of the audits are summarized below.

Auditor's Opinion

The auditors have issued unqualified opinions for both the Financial and Performance Audits; excerpts of which are as follows:

Financial Audit - "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the General Obligation Bond Funded Capital Outlay Projects of the District as of June 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America."

Performance Audit - "The results of our tests indicated that, in all significant respects, the District expended Measure C General Obligation Bond funds for the year ended June 30, 2013 only for the specific projects developed by the District's Board of Trustees, and approved by the voters in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15624 and 15272 – 15286 of the California Education Code."

Audit Findings

There were no findings or questioned costs related to the financial and performance audits of the Measure C general obligation bonds for the year ended June 30, 2013 and June 30, 2012.

Auditor's Required Communication – Audit Completion

In accordance with the Statement on Auditing Standards No. 114, at the conclusion of the audit engagement VLS is required to communicate information to the Board of Trustees regarding their responsibility under United States Generally Accepted Auditing Standards. Attached for your information is the required communication issued by VLS.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

RIVERSIDE COUNTY

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDITS**

June 30, 2013

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**REPORT ON PROPOSITION 39 FUNDING
FINANCIAL AND PERFORMANCE AUDIT**

June 30, 2013

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**INDEPENDENT AUDITOR'S REPORT ON
PROPOSITION 39 GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

Report on the Financial Statements

We have audited the accompanying Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District (the District) as of and for the fiscal year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the District's General Obligation Bond Funded Capital Outlay Projects financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the General Obligation Bond Funded Capital Outlay Projects of the District as of June 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

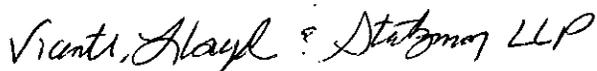
In accordance with *Government Auditing Standards*, we have also issued our report dated September 26, 2013 on our consideration of the District's internal control over General Obligation Bond Funded Capital Outlay Projects financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting and compliance.

Other Matters

Other Information

Our audit was conducted for the purpose of forming opinions on the District's General Obligation Bond Funded Capital Outlay Projects financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the financial statements.

The supplementary section is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.



VICENTI, LLOYD & STUTZMAN LLP
Glendora, CA
September 26, 2013

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BALANCE SHEET
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
June 30, 2013

Assets

Cash in county treasury	\$ 63,244,178
Accounts receivable	40,048
Due from other funds	<u>27,288</u>
Total Assets	<u><u>\$ 63,311,514</u></u>

Liabilities and Fund Balance

Liabilities

Accounts payable	\$ 2,756,353
Due to other funds	<u>65,036</u>
Total Liabilities	<u>2,821,389</u>

Fund Balance

Restricted	<u>60,490,125</u>
Total Fund Balance	<u>60,490,125</u>
Total Liabilities and Fund Balance	<u><u>\$ 63,311,514</u></u>

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

For the Fiscal Year Ended June 30, 2013

Revenues

Contributions	\$ 233,975
Interest and investment income	<u>252,357</u>

Total Revenues 486,332

Expenditures

Classified salaries	402,300
Benefits	174,427
Supplies	635
Other services	623,243
Capital outlay	<u>25,070,847</u>

Total Expenditures 26,271,452

Net change in fund balance (25,785,120)

Fund Balance at Beginning of Year 86,275,245

Fund Balance at End of Year \$ 60,490,125

The accompanying notes are an integral part of the financial statements.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS
For the Fiscal Year Ended June 30, 2013**

	<u>Budget *</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Contributions	\$ 1,260,284	\$ 233,975	\$ (1,026,309)
Interest and investment income	460,000	252,357	(207,643)
Total Revenues	<u>1,720,284</u>	<u>486,332</u>	<u>(1,233,952)</u>
Expenditures			
Classified salaries	518,651	402,300	116,351
Benefits	246,505	174,427	72,078
Supplies	635	635	-
Other services	653,998	623,243	30,755
Capital outlay	<u>140,371,537</u>	<u>25,070,847</u>	<u>115,300,690</u>
Total Expenditures	<u>141,791,326</u>	<u>26,271,452</u>	<u>115,519,874</u>
 Net change in fund balance	 <u>\$ (140,071,042)</u>	 (25,785,120)	 <u>\$ 114,285,922</u>
 Fund Balance at Beginning of Year		 <u>86,275,245</u>	
 Fund Balance at End of Year		 <u>\$ 60,490,125</u>	

* The budget for revenues reflects estimated amounts to be received in the current year. The budget for expenditures reflects amounts remaining and available for current and subsequent years' expenditures and does not necessarily coincide with actual planned expenditures in the current year.

The accompanying notes are an integral part of the financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

ACCOUNTING POLICIES

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

FUND STRUCTURE

The Statement of Revenues, Expenditures and Change in Fund Balance is a statement of financial activities of the General Obligation Bond Funded Capital Outlay Projects related to the current reporting period. Fund expenditures frequently include amounts for land, buildings, equipment, retirement of indebtedness, transfers to other funds, etc. Consequently, this statement does not purport to present the result of operations or the net income or loss for the period as would a statement of income for a profit-type organization.

BASIS OF ACCOUNTING

The General Obligation Bond Funded Capital Outlay Projects is maintained on the modified accrual basis of accounting. As such, revenues are recognized when they become susceptible to accrual, which is to say, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

During the year, Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB Statement No. 31.

BUDGET

The Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual includes a column titled “Budget”. The amounts in this column represent the budget adopted by the Board and all amendments throughout the year.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES: (continued)

FUND BALANCE CLASSIFICATION

In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type* Definitions, the governmental fund financial statements present fund balance classifications that comprise a hierarchy based on the extent to which the District is bound to honor constraints on the specific purposes for which amounts can be spent. Amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation are considered restricted. The fund balance of the General Obligation Bond Funded Capital Outlay Projects is therefore classified as restricted.

CAPITAL ASSETS AND LONG-TERM DEBT

The accounting and reporting treatment applied to the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are determined by its measurement focus. The General Obligation Bond Funded Capital Outlay Projects is accounted for on a spending or “financial flow” measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered a measure of “available spendable resources”. Thus, the capital assets and long-term liabilities associated with the General Obligation Bond Funded Capital Outlay Projects are accounted for in the basic financial statements of the Riverside Community College District.

ESTIMATES

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 2 - DEPOSITS – CASH IN COUNTY TREASURY:

In accordance with Education Code Section 41001, the District maintains all of its cash in the Riverside County Treasury as part of the common investment pool. These pooled funds are carried at amortized cost which approximates fair value. The fair value of the District’s deposits for the General Obligation Bond Funded Capital Outlay Projects in this pool as of June 30, 2013, as provided by the County Treasurer, was \$63,059,955, based on the District’s pro-rata share of the fair value for the entire portfolio.

The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et. seq. The county is restricted by Government Code Section 53635 pursuant to Section 53601 to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer’s investment pool, bankers’ acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the County are either secured by federal depository insurance or are collateralized. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

NOTE 3 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS:

There were no excess of expenditures over appropriations, by major object accounts.

NOTE 4 – BONDED DEBT:

On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses. The outstanding related bonded debt for the District at June 30, 2013 is:

<u>Issue Date</u>	<u>Interest Rate %</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>	<u>Outstanding July 1, 2012</u>	<u>Issued Current Year</u>	<u>Redeemed Current Year</u>	<u>Outstanding June 30, 2013</u>
2004A	4.00-5.25%	2030	\$ 55,205,000	\$ 2,975,000	\$	\$ 620,000	\$ 2,355,000
2005 Refunding	3.00-5.00%	2025	58,386,109	49,374,093		876,061	48,498,032
2007C	4.00-5.00%	2033	90,000,000	68,510,000			68,510,000
2010D	2.36-5.53%	2026	7,699,278	7,699,278			7,699,278
2010D-1	6.97-7.02%	2040	102,300,000	102,300,000			102,300,000
			<u>\$ 313,590,387</u>	<u>\$ 230,858,371</u>	<u>\$ -</u>	<u>\$ 1,496,061</u>	<u>\$ 229,362,310</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 4 – BONDED DEBT: (continued)

Series A & B

In August 2004, the District issued the General Obligation Bonds, Series A in the amount of \$55,205,000. Series A Bonds were issued to finance the acquisition, construction, and modernization of property and school facilities and to refund the District’s outstanding Certificates of Participation (1993 Financing Project). Series B Bonds for \$9,795,000 were also issued in August 2004 to advance refund the District’s outstanding Certificates of Participation (2001 Refunding Project). The Series B Bonds were paid in full as of June 30, 2008. The annual requirements to amortize all Series A Bonds payable, outstanding as of June 30, 2013, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2014	\$ 795,000	\$ 85,375	\$ 880,375
2015	1,000,000	49,475	1,049,475
2016	15,000	29,156	44,156
2017	15,000	28,463	43,463
2018	20,000	27,588	47,588
2019-2023	135,000	120,155	255,155
2024-2028	180,000	71,663	251,663
2029-2030	195,000	7,563	202,563
	<u>\$ 2,355,000</u>	<u>\$ 419,438</u>	<u>\$ 2,774,438</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 4 – BONDED DEBT: (continued)

Refunding

In June 2005, the District issued the General Obligation Refunding Bonds, Series 2004A in the amount of \$58,386,109 to advance refund all or a portion of the outstanding principal amount of the District’s General Obligation Series A Bonds and to pay costs of issuance associated with the Bonds. The annual requirements to amortize Refunding Bonds payable, outstanding as of June 30, 2013, are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest Component	Total
2014	\$ 837,747	\$ 2,298,250	\$ 1,327,253	\$ 4,463,250
2015	797,240	2,298,250	1,517,760	4,613,250
2016	898,045	2,298,250	2,031,955	5,228,250
2017	3,165,000	2,219,125		5,384,125
2018	3,570,000	2,050,750		5,620,750
2019-2023	25,090,000	6,933,750		32,023,750
2024-2025	14,140,000	723,750		14,863,750
	<u>\$ 48,498,032</u>	<u>\$ 18,822,125</u>	<u>\$ 4,876,968</u>	<u>\$ 72,197,125</u>

Capital appreciation bonds were issued as part of the 2005 refunding issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 4 – BONDED DEBT: (continued)

Series C

In June 2007, the District issued the General Obligation Bonds, Series C in the amount of \$90,000,000. The bonds were issued to finance the repair, acquisition, construction, and equipping of certain district facilities, and to pay all legal, financial, and contingent costs in connection with the issuance of the Bonds. The annual requirements to amortize Series C Bonds payable, outstanding as of June 30, 2013, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2014	\$	\$ 3,425,500	\$ 3,425,500
2015		3,425,500	3,425,500
2016		3,425,500	3,425,500
2017		3,425,500	3,425,500
2018		3,425,500	3,425,500
2019-2023		17,127,500	17,127,500
2024-2028	24,080,000	15,392,250	39,472,250
2029-2033	44,430,000	4,796,750	49,226,750
	<u>\$ 68,510,000</u>	<u>\$ 54,444,000</u>	<u>\$ 122,954,000</u>

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 4 – BONDED DEBT: (continued)

Series D & D-1

In October 2011, the District issued General Obligation Bonds, Series D and D-1 in the amount of \$109,999,278. These bonds consisted of \$7,699,278 tax-exempt Series D bonds and \$102,300,000 in federally taxable Build America Bonds Series D-1. The Build America Bonds program was created by the American Recovery and Reinvestment Act to assist state and local governments in financing capital projects at lower borrowing costs and to stimulate the economy and create jobs.

The District elected to treat the Series D-1 bonds as “Build America Bonds” under Section 54AA of the Tax Code, and the Series D-1 Bonds be “qualified bonds” under Section 54AA(g)(2) of the Tax Code which make the District eligible for a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Series D-1 Bonds. The District will deposit the cash subsidy payments with the County to be credited to the Debt Service Fund for the Series D-I Bonds. Cash subsidy payments are expected to be received contemporaneously with each interest payment date. The annual requirements to amortize Series D Bonds payable, outstanding as of June 30, 2013, are as follows:

<u>Year Ended June 30,</u>	<u>Principal</u>	<u>Accreted Interest</u>	<u>Total</u>
2014	\$	\$	\$
2015			
2016	216,214	158,786	375,000
2017	292,495	277,505	570,000
2018	349,375	415,625	765,000
2019-2023	3,306,796	3,533,204	6,840,000
2024-2026	3,534,398	3,835,602	7,370,000
	<u>\$ 7,699,278</u>	<u>\$ 8,220,722</u>	<u>\$ 15,920,000</u>

Capital appreciation bonds were issued as part of the 2011 Series D issuance. Prior to their applicable maturity dates, each capital appreciation bond will accrete interest on the principal component, with all interest accreting through the applicable maturity date and payable only upon maturity or prior payment of the principal component. Accreted interest accrued has been reflected in the long term debt balance on the District’s financial statements.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2013**

NOTE 4 – BONDED DEBT: (continued)

Series D & D-1 (continued)

The annual requirements to amortize Series D-1 Build America Bonds payable, outstanding as of June 30, 2013, are as follows:

Year Ended June 30,	Principal	Interest	Total
2014	\$	\$ 7,164,193	\$ 7,164,193
2015		7,164,193	7,164,193
2016		7,322,979	7,322,979
2017		7,441,697	7,441,697
2018		7,579,818	7,579,818
2019-2023		39,354,169	39,354,169
2024-2028		39,656,567	39,656,567
2029-2033	8,165,000	35,767,985	43,932,985
2034-2038	51,670,000	26,361,315	78,031,315
2039-2040	42,465,000	6,114,589	48,579,589
	<u>\$ 102,300,000</u>	<u>\$ 183,927,505</u>	<u>\$ 286,227,505</u>

NOTE 5 – COMMITMENTS AND CONTINGENCIES

A. Litigation

The District is involved in various claims and legal actions related to various construction projects. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's General Obligation Bond Funded Capital Outlay Projects financial statements

B. Purchase Commitments

As of June 30, 2013, the District was committed under various capital expenditure purchase agreements for bond projects in process totaling approximately \$104,850,000.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Balance Sheet, Statement of Revenues, Expenditures and Change in Fund Balance and Statement of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District (the District), as of and for the fiscal year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the General Obligation Bond Funded Capital Outlay Projects basic financial statements, and have issued our report thereon dated September 26, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over the General Obligation Bond Funded Capital Outlay Projects financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

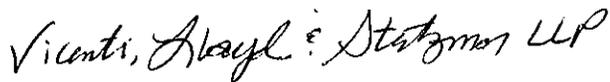
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's General Obligation Bond Funded Capital Outlay Projects financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



VICENTI, LLOYD & STUTZMAN LLP
Glendora, CA
September 26, 2013

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**FINANCIAL AUDIT
SCHEDULE OF FINDINGS AND RESPONSES
June 30, 2013**

There were no findings related to the financial audit of the General Obligation Bond Funded Capital Outlay Projects for the fiscal years ended June 30, 2013, and June 30, 2012.

**PERFORMANCE AUDIT OF THE GENERAL OBLIGATION BOND
FUNDED CAPITAL OUTLAY PROJECTS**



**INDEPENDENT AUDITOR'S REPORT
ON PROPOSITION 39 GENERAL OBLIGATION
BOND FUNDED CAPITAL OUTLAY PROJECTS
COMPLIANCE REQUIREMENTS**

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

We have conducted a performance audit of the Riverside Community College District (the "District"), Measure C General Obligation Bond funds for the fiscal year ended June 30, 2013.

We conducted our performance audit in accordance with *Governmental Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed on page 19 of this report which includes determining the District's compliance with the performance requirements for the Proposition 39 Measure C General Obligation Bonds under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15624 and 15272 – 15286 of the California Education Code as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements.

Solely to assist us in planning and performing our performance audit, we obtained an understanding of the internal control of the District to determine if internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15624 and 15272 – 15286 of the California Education Code. Accordingly, we do not express any assurance on internal control.

The results of our tests indicated that, in all significant respects, the District expended Measure C General Obligation Bond funds for the fiscal year ended June 30, 2013, only for the specific projects developed by the District's Board of Trustees, and approved by the voters in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution and Sections 15624 and 15272 – 15286 of the California Education Code.

Vicenti, Lloyd & Stutzman LLP

VICENTI, LLOYD & STUTZMAN LLP
Glendora, CA
September 26, 2013

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2013**

BACKGROUND INFORMATION

In November, 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. On March 2, 2004, the voters of Riverside Community College District approved Measure C, a \$350 million bond measure designed to provide funds to improve facilities and safety at the Moreno Valley, Norco, and Riverside campuses.

Pursuant to the requirements of Proposition 39, and related state legislation, the Board of Trustees of the District established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in state law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Measure C Bond authorization. The Citizens' Bond Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct, an annual independent performance audit to ensure that the proceeds of the bonds deposited into the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program have been expended only for the authorized bond projects.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2013**

OBJECTIVES

The objectives of our Performance Audit were to:

- Determine the expenditures charged to the Riverside Community College District Measure C General Obligation Bond Funded Capital Outlay Projects.
- Determine whether expenditures charged to the Measure C General Obligation Bond Funded Capital Outlay Projects have been made in accordance with the bond project list approved by the voters through the approval of Measure C in March 2004.
- Note incongruities, system weaknesses, or non-compliance with specific California Education Code sections related to bond oversight and provide recommendations for improvement.
- Provide the District Board of Trustees and the Measure C Citizens' Bond Oversight Committee with a performance audit as required under the provisions of the California Constitution and Proposition 39.

SCOPE OF THE AUDIT

The scope of our Performance Audit covered the fiscal period from July 1, 2012 to June 30, 2013. The sample of expenditures tested included object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other state or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2013, were not reviewed or included within the scope of our audit or in this report.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2013**

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the fiscal year ended June 30, 2013 for the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program. We also reviewed documentation, including the District website, for compliance with Education Code Sections 15624 and 15272 – 15286. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure C with regards to the approved bond projects list. We performed the following procedures:

- We reviewed the projects listed to be funded with general obligation bond proceeds as set forth in the Measure C election documents.
- We selected a sample of expenditures for the fiscal year ended June 30, 2013 and reviewed supporting documentation to ensure that such funds were properly expended on the authorized bond projects.
- We verified on a sample basis that funds from the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were expended on authorized bond projects. In addition, we verified that funds held in the General Obligation Bond Funded Capital Outlay Projects — Measure C Bond Program were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
June 30, 2013**

CONCLUSION

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures of the funds held in the Bond Funded Capital Outlay Projects — Measure C Bond Program and that such expenditures were made for authorized bond projects. Further, it was noted that the funds held in the Bond Funded Capital Outlay Projects — Measure C Bond Program and expended by the District, were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
SCHEDULE OF FINDINGS AND RESPONSES
June 30, 2013**

There were no findings related to the performance audit for the fiscal year ended June 30, 2013.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
BOND PROJECT SUMMARY
June 30, 2013**

The District has identified the following projects to be funded with proceeds from the general obligation bonds. The District incurred costs of \$220,427,180 through June 30, 2013 for these construction projects. Capital outlay and other financing expenditures were as follows:

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2012	2013 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2013
Parking Structure - Riverside	\$ 20,940,662	\$ 20,940,661		\$ 20,940,661
PE Complex / Athletic Field Phase I - Riverside	4,516,435	4,516,435		4,516,435
Lovekin Complex (Swing Space)	3,958,308	3,958,308		3,958,308
Quad Modernization Project	8,918,800	8,985,567	185,956	9,171,523
RCC System Office - Purchase Option	2,629,982	2,629,982		2,629,982
MLK Renovation	1,010,614	1,010,614		1,010,614
Bridge Space Project	1,175,132	1,175,132		1,175,132
Phase III - Norco	9,620,416	9,715,349		9,715,349
District Computer / Network / Phone Upgrades	1,351,043	1,343,166	7,887	1,351,053
Scheduled Maintenance - District Match for State Allocation	1,403,045	1,403,045		1,403,045
Administration Building Remodel	186,100	186,100		186,100
Business Education Building Remodel	129,325	129,325		129,325
Nursing / Sciences Building Riverside	18,272,600	16,016,097	278,463	16,294,560
Phase III - Moreno Valley	7,044,265	2,466,815	2,249,619	4,716,434
Physical Education Phase II	13,738,332	13,313,326	(206,423)	13,106,903
Feasibility and Planning	1,620,777	1,049,478	298,432	1,347,910
Innovative Learning Center	7,399,505	7,399,505		7,399,505
Moreno Valley Secondary Effects	286,227	286,226		286,226
Norco Campus Room Renovations	100,019	100,019		100,019
Riverside Food Services Remodel	987,705	987,705		987,705
Moreno Valley Food Services Remodel	2,654,335	2,649,608		2,649,608
Infrastructure Studies Project	484,414	484,414		484,414
Moreno Valley Hot Water Loop System	869,848	869,848		869,848
Emergency Phones Installation Project	379,717	379,717		379,717
Noresco Utility Retrofit Improvement	6,181,188	6,181,189		6,181,189
Modular Redistribution Norco/MoVal/BC/Riv	8,431,362	8,431,361	(5,500)	8,425,861
ECS Upgrade/Retrofit Norco/MoVal	389,561	389,561		389,561
PBX Operations Center Riv/Nor/MV	15,227,201	2,690,925	8,970,080	11,661,005
Phys/Life Science Secondary Effects StSvc	152,500	152,500		152,500
Norco Campus Student Support Center	15,635,918	15,594,917	38,956	15,633,873
Staff Costs	1,792,889	1,234,519	558,372	1,792,891
Long Range Master Plan Project	1,439,077	1,439,077		1,439,077
Construction Management Services	210,331	210,331		210,331
Logic Domain CPMX	162,375	124,125	12,750	136,875
Aquatic Pool Project	11,028,683	10,818,877	15,099	10,833,976
Norco Soccer Field	3,904,973	3,879,314	25,659	3,904,973
Moreno Valley Parking Structure	5,269,307	5,093,087	(34,813)	5,058,274
Bradshaw Building Electrical	366,353	366,353		366,353

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
BOND PROJECT SUMMARY
June 30, 2013**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2012	2013 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2013
Quad Basement Remodel	467,500	352,941		352,941
Black Box Theatre Remodel	10,955	10,955		10,955
Technology Building - A	11,375	11,375		11,375
Center for Health, Wellness and Kinesiology	86,500	83,000	3,500	86,500
Health Science Center	164,971	164,970		164,970
ADA Transition Plan	6,360,000	942,970	2,570,108	3,513,078
March Dental Education Center	9,914,549	9,858,096	20,349	9,878,445
Norco Secondary Effects Project	16,044,292	13,952,895	1,611,046	15,563,941
Utility Infrastructure Upgrade Project	6,585,632	718,949	1,266,401	1,985,350
Norco Campus Safety & Site Improvement Project	967,442	967,442		967,442
Moreno Valley Campus Safety & Site Improvement Project	719,827	719,827		719,827
Moreno Valley Campus Administrative Move to Humanities	25,990	25,990		25,990
Moreno Valley Campus Science Laboratories Remodel	500,000	187,760	114,781	302,541
Ben Clark Public Safety Training Center Project	84,500	53,125		53,125
Riverside Interim Parking Lease	177,023	177,023		177,023
Moreno Valley Center for Human Performance	112,009	103,559	8,450	112,009
Riverside Cosmetology Building	142,500	139,000	3,500	142,500
Alumni Carriage House Restoration Project	150,000	114,229	7,284	121,513
District Wide IT Audit	5,840,000	1,308,486	401,264	1,709,750
District Culinary Arts / District Office Building	32,866,261	2,518,392	1,133,039	3,651,431
Parking Structure Fall Deterrent	7,576	7,576		7,576
Nursing Portables	705,338	705,338		705,338
Central Plant Boiler Project	161,848	161,847		161,847
DSA Project Closures	7,434	7,434	(144)	7,290
Scheduled Maintenance - New	2,520,000	991,925	898,405	1,890,330
Electronic Contract Document Storage	50,000			
2010 IPP/FPP District	334,550			
Program Contingency	4,856,746			
Program Reserve	4,310,463			
District Design Standards	355,000	299,979	35,806	335,785
Moreno Valley Learning Center	127,000	127,000		127,000
Student Services and Workforce Development Bldg.	27,730,875		272,078	272,078
Lovekin Parking/Tennis Project	3,378,125		1,356,068	1,356,068
Food Services "grab-n-go" Facility Project	891,000		77,390	77,390
Master Plan Updates	729,800	127,075	276,328	403,403
Swing Space - Market Street Properties	484,500	255,067	111,123	366,190
Groundwater Monitoring Wells	100,000	64,926	56,211	121,137
Emergency Phone Project - Moreno Valley	450,000	280,379	61,203	341,582
Self-Generation Incentive Program- Norco	3,110,000	9,000	936,261	945,261
Physicians Assistant Laboratory Remodel - Moreno Valley	120,000	7,720	2,443	10,163
Visual and Performing Arts Center - Norco	114,000	96,900	17,100	114,000
Audio Visual Upgrade Project - Moreno Valley	200,000		51,550	51,550
Mechanical Upgrade Project - Moreno Valley	875,000		657,413	657,413

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
 GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS**

**PROPOSITION 39 PERFORMANCE AUDIT
 BOND PROJECT SUMMARY
 June 30, 2013**

	BUDGET	TOTAL PROJECT COSTS THROUGH June 30, 2012	2013 ACTUAL COSTS	TOTAL PROJECT COSTS THROUGH June 30, 2013
Coil School for the Arts	24,280,000		1,927,958	1,927,958
Coil School for the Arts - Parking Structure	1,456,076			
Total Capital Outlay	338,455,981	194,155,728	26,271,452	220,427,180
Series A Refunding Escrow	57,686,474	57,686,474		57,686,474
COPS Payoffs	11,582,875	11,582,873		11,582,873
Costs of issuance	2,839,859	2,839,858		2,839,858
Debt service	2,835,612	2,835,612		2,835,612
Election costs	98,236	98,236		98,236
Total Other Financing Uses	75,043,056	75,043,053	-	75,043,053
TOTALS	\$ 413,499,037	\$ 269,198,781	\$ 26,271,452	\$ 295,470,233



September 26, 2013

The Board of Trustees
The Measure C Citizens' Bond Oversight Committee
Riverside Community College District
Riverside, California

This letter is intended to ensure that the Board of Trustees and the Measure C Citizens' Bond Oversight Committee of Riverside Community College District (the "District") receives additional information regarding the scope and results of the audit of the General Obligation Bond Funded Capital Outlay Projects that may assist in overseeing the financial reporting and disclosure process for which management is responsible.

These communications relate to the financial statement audit of the General Obligation Bond Funded Capital Outlay Projects that has been performed by Vicenti, Lloyd & Stutzman LLP ("VLS") for the year ended June 30, 2013, and other relevant information relating to VLS' relationship with the District. Our objective is to communicate certain information that is required to be communicated to those charged with governance by professional auditing standards.

The following summarizes various matters which must be communicated to you under auditing standards generally accepted in the United States of America.

The Auditor's Responsibility under Applicable Auditing Standards

Our audit of the financial statements of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2013 was conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplished that objective.

Riverside Community College District
September 26, 2013
Page 2

Qualitative Aspects of Accounting Practices

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the District. The significant accounting policies used by the District are described in Note 1 to the financial statements. The District did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period which should be brought to your attention for approval. No significant or unusual transactions or significant accounting policies related to controversial or emerging areas for which there is a lack of authoritative guidance or consensus were noted. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses its knowledge and experience about past and current events, and certain assumptions about future events. Management has informed us it used all the relevant facts available at the time to make the best judgments about accounting estimates, and we considered this information in the scope of our audit. Estimates significant to the financial statements include such items as establishing the accruals of receivables and liabilities. We believe management's estimates are reasonable, based on our audit. However, estimates are subject to change because of future events, and the ultimate amounts realized may differ from those provided.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

There were no difficulties encountered in dealing with management in performing and completing both the financial and performance audits.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no audit adjustments made to the original trial balance presented to us. In addition, we accumulated no uncorrected misstatements for the fiscal year ended June 30, 2013.

Disagreement with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the audit report. We are pleased to report that we encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments or any significant matters.

Riverside Community College District
September 26, 2013
Page 3

Management Representations

We have requested certain representations from management including but not limited to the fair presentation of the financial statements, application of generally accepted accounting principles and management's responsibility for establishing and maintaining effective internal controls. These as well as other representations are included in the management representation letter dated September 26, 2013.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. We are not aware of any consultations management had with other accountants about auditing and accounting matters related to the General Obligation Bond Funded Capital Outlay Projects.

Other Information in Documents Containing Audited Financial Statements

We are not aware of other documents that contain the audit report of the General Obligation Bond Funded Capital Outlay Projects. When such documents are to be published, such as an Annual Report, we have a responsibility to determine that such financial information is not materially inconsistent with the audited statements of the General Obligation Bond Funded Capital Outlay Projects.

Other Audit Findings or Issues

No management letter was issued related to the audit of the General Obligation Bond Funded Capital Outlay Projects for the year ended June 30, 2013. Similarly, no major issues were discussed with management prior to our recurring retention to perform the aforementioned audit.

Independence

Vicenti Lloyd & Stutzman LLP is independent with respect to the District. Our quality control processes are established to ensure our continuing independence.

Closing

We will be pleased to respond to any questions you have about the foregoing. If you would like any information or would like to discuss any of the matters raised, please do not hesitate to contact Renee Graves at (626) 857-7300. We appreciate the opportunity to continue to be of service to Riverside Community College District.

Riverside Community College District
September 26, 2013
Page 4

Closing (continued)

This letter is intended solely for the information and use of the Board of Trustees, Measure C Citizens' Bond Oversight Committee, management and others within the District and is not intended to be and should not be used by anyone other than these specified parties.

Vicenti, Lloyd & Stutzman LLP
VICENTI, LLOYD & STUTZMAN LLP



Agenda Item (IV-E-1)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Committee - Facilities (IV-E-1)
Subject	Agreement Amendment 2 for MVC Phase III Student Academic Services Facility with C.W. Driver
College/District	Moreno Valley
Funding	College Measure C
Recommended Action	It is recommended that the Board of Trustees approve Agreement Amendment 2 for the MVC Phase III Student Academic Services Facility for construction management services with C.W. Driver in the amount of \$16,704. An additional one month extension of time is requested, for a revised completion date of November 4, 2013.

Background Narrative:

On October 19, 2010, the Board of Trustees approved an agreement with C.W. Driver in the amount of \$2,008,473 to provide construction management services for the Phase III Student Academic Services Facility (SASF) project at Moreno Valley College. On September 17, 2013 the Board of Trustees approved amendment 1 with C.W. Driver in the amount of \$59,173 and one month extension due to extended DSA review times.

Additional project delays are due to the following: Eastern Municipal Water District (EMWD) is reviewing the SASF irrigation as-built drawings prior to allowing connection into the reclaim water mainline; and the HVAC system in the Assembly Room was revised to reduce excessive noise caused by the vents being too small. It is now necessary to extend the services of C.W. Driver in the amount not to exceed \$16,704, totaling their agreement to \$2,084,350. Funds in the project contingency will cover the amendment and no augmentation to the project budget is required. The anticipated completion date is November 4, 2013. Extension of time does not interfere or impact the college's planned move-in.

Prepared By: Sandra Mayo, President, Moreno Valley College
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Director, Construction

Attachments:

[20131105_Amendment 2_C.W.Driver](#)

SECOND (2) AMENDMENT TO AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
C.W. DRIVER
(Phase III Student Academic Services Facility – Moreno Valley College)

This document amends the original agreement between the Riverside Community College District and C.W. Driver, which was originally approved by the Board of Trustees on October 19, 2010.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$16,704, including reimbursable expenses, totaling agreement to \$2,084,350. The term of this agreement shall be from the original agreement date of October 20, 2010, to the extended amended date of November 4, 2013.

Additional scope of work shall be provided in Exhibit I, Attached.

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

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

C.W. DRIVER

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

John Thornton
Executive Vice President
15615 Alton Parkway, Ste.#150
Irvine, CA 92618

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I

RCCD MVC Phase III Student Academic Services Facility Proposal

10/3/2013

Bart Doering
Riverside Community College District
450 E. Alessandro BLVD
Riverside, CA, 92508

C.W. Driver
BUILDERS SINCE 1919

PROJECT: RCCD MVC Phase III Student Academic Services Facility
SUBJECT: Extended General Conditions Proposal #2

Dear Bart,

We at C.W. Driver are pleased to submit this fee proposal for the extend general conditions related to the ongoing Student Academic Services Facility project utilizing the multi-prime, not-at-risk project delivery method, as defined in this proposal.

Our price for our construction management services is based on our estimate of the staff and related expenses for a defined time period of 16 months which was extended one month through 10/4/2013 by Amendment 1. We have assumed our team will be needed for an additional time period starting on October 05, 2013 continuously through November 04, 2013 (1 month) due to Bulletin 46 which was issued on 9/24/2013 with revisions to the HVAC in the Assembly Room and also due to ongoing delays caused by EMWD approval of the campus wide reclaimed water system as-built.

Our proposal assumes that:

1. The existing Construction Management – Multiple Prime Public Works Trade Agreement for the Student Academic Services Facility project will be amended to reflect the pricing, scope and schedule as defined herein, or a similar stand alone agreement will be utilized.
2. Our extended services will commence October 05, 2013 and continue through November 04, 2013.
3. As necessary, this contract can be amended for other preconstruction, construction or post construction work commencing prior to or after October 05, 2013 and as necessary to included additional project(s).
4. Typical construction management - multiple prime services will be provided as defined in the existing agreement.
5. Whether the cost of an item is considered part of our services, a direct cost of the work or provided by others, is described in the previously provided matrix.

Our fee for these extended general conditions as defined above on the Student Academic Services Facility project is \$16,704. Delays in starting or completing this project within the time line indicated above may result in an increase to the fees, as our price for these construction management services is based on our estimate of the staff and related expenses for a defined time period. We agree to work with you to address the additional cost to provide our services beyond November 04, 2013 or to manage any other projects that may occur.

We thank you for the opportunity to provide this additional fee proposal and look forward to the opportunity to working with you as your team to deliver these much needed facilities. Should you have any questions please contact me directly at (909) 533-9272, or via email at jdcoc@cwdriver.com.

Sincerely,



Jake Cox
Project Manager

Authorization

By: _____

Title: _____

Date: _____

Signature authorizes C.W. Driver to proceed
pursuant to the terms of this Proposal.

Jobsite
16130 Lasselle Street
Moreno Valley, CA 92551
T (951) 571-0222 F (951) 571-0226

CWD Office
4200 Concours Drive, Suite 350
Ontario, CA 91764
T 909.945.1919 F 909.945.1955

CWD Job No. 100512
Report Date: 9/30/13
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RCCD MVC Phase III Student Academic Services Facility
Proposal



Cost Breakdown					
Item	Description	Monthly Rate	Months	Factor	Amount
1	Project Executive	\$23,840	1	5%	\$1,192
2	Project Manager	\$15,272	1	20%	\$3,818
3	Project Engineer	\$7,500	1	50%	\$3,750
4	General Supervision	\$22,843	1	5%	\$1,142
5	Field Superintendent	\$16,576	1	0%	\$0
6	Assistant Superintendent	\$9,990	1	50%	\$4,995
7	Safety Director	\$14,439	1	5%	\$289
				Subtotal:	\$15,816
8	Fee @ 10%				\$1,519
				Total Proposal:	\$16,704

Jobsite
16130 Lasselle Street
Moreno Valley, CA 92551
T (951) 571-0222 F (951) 571-0226

CWD Office
4200 Concourse Drive, Suite 350
Ontario, CA 91764
T 909.945.1919 F 909.945.1955

CWD Job No. 100512
Report Date: 9/30/13
Page 2/2



Agenda Item (IV-E-2)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Committee - Facilities (IV-E-2)
Subject	Agreement for the Groundwater Monitoring Wells Compliance Project with DUDEK
College/District	Norco
Funding	Measure C Program Contingency Funds
Recommended Action	It is recommended that the Board of Trustees approve an agreement for the five-year groundwater sampling/monitoring program with DUDEK, in an amount not to exceed \$135,213.

Background Narrative:

On June 21, 2011, the Board of Trustees approved the initial budget of \$100,000 for the purpose of locating and re-constructing the original (3) Water Monitoring Wells located at the Norco College. At the August 20, 2013 meeting, the Board of Trustees approved the request to augment the initial budget in an amount of \$417,660 to continue efforts to bring the Monitoring Wells into compliance.

To meet the requirements of compliance the Department of Toxic Substances Control (DTSC) has required Riverside Community College District (RCCD) to prepare an Operations and Maintenance (O&M) work plan; to develop a Soils Management (S&M) plan; and a Land Use Covenant (LUC) to be submitted to DTSC for acceptance.

RCCD and its consultant DUDEK have submitted to DTSC the O&M work plan which includes the plan for the five-years of semi-annual groundwater monitoring, testing and reporting. The approval of the O&M work plan allows RCCD to move forward with monitoring prior to the approval of the S&M plan and the LUC. RCCD finds DUDEK'S proposal acceptable. The agreement is not to exceed \$135,213 for the purpose of completing the five- years of semi-annual groundwater monitoring, testing and reporting. The proposed amount of \$135,213 was included in the draft budget breakdown provided for the augmentation approved by the Board of Trustees at the August 2013 meeting. The attached proposal outlines the services DUDEK proposes to provide over the five-year period.

Prepared By: Paul Parnell, President, Norco College
Beth Gomez, Vice President, Business Services (Norco)
Chris Carlson, Chief of Staff & Facilities Development
Bart Doering, Director, Construction
Calvin Belcher, Project Manager

Attachments:

[20131105_Agreement_DUDEK_r1](#)

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

DUDEK

THIS AGREEMENT is made and entered into on the 20 day of November, 2013, by and between DUDEK **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 Norco Community College 2001 Third Street, Norco CA 92860.
3. The services rendered by the Consultant are subject to review by the Chief of Staff and Facilities Development or her designee.
4. The term of this agreement shall be from November 20, 2013, to the estimated completion date of November 20, 2018, with the provision that the Vice Chancellor of Business and Financial Services 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 \$135,213 including reimbursable 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 Chief of Staff and Facilities Development, 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 Chief of Staff and Facilities Development.
6. All data prepared by Consultant hereunder specific only to this project, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District’s

sole risk, and provided further, that Consultant shall be indemnified and defended against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Chief of Staff and Facilities Development, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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, in the amount of \$1,000,000 per person and \$3,000,000 per occurrence;

Professional liability/errors and omission insurance in the amount of \$1,000,000; and

Workers' Compensation insurance in accordance with the laws of the State of California.

Such insurance shall name District as an additional insured with respect to this agreement and the obligations of District hereunder. Contractor shall provide District with the required Certificate of Insurance within 10 days of signing this Agreement.

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 ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. Consultant understands that harassment of any student or employee of Riverside Community College District with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.
13. Consultant is an independent contractor and no employer-employee relationship exists between Consultant and District. Any and all local, state or federal taxes

that would be associated with the payment under this Agreement is to be paid solely by Consultant.

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.

DUDEK

Riverside Community College District

Frank Dudek
President
605 Third Street
Encinitas, CA 92024

Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I

DUDEK

CORPORATE OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 T 800.450.1818 F 760.942.5206

July 26, 2013

Calvin Belcher
Riverside Community College District
450 E. Alessandro Boulevard
Riverside, CA 92508

***Re: Proposal for Five Years of Semi-Annual Groundwater Monitoring, Reporting,
and Associated Activities***

Dear Mr. Belcher:

Below is a proposal for the additional costs associated with the ongoing DTSC negotiations and expanded groundwater sampling program for Norco College.

Task 1 – DTSC Meetings and Negotiations

Dudek has prepared these costs to cover negotiations and meetings with the DTSC. The DTSC has requested multiple rounds of edits to forms submitted to them regarding the cleanup and monitoring at the Norco College site. Dudek will communicate with RCCD in order to respond to the DTSC requests for information and document revisions. Additionally, Dudek will work with the DTSC to negotiate a reduced sampling program and/or reduced analytical testing for the project, provided that the groundwater sample results do not contain constituents of concern at concentrations above regulatory levels of concern. This task includes up to three meetings with the DTSC to discuss project-related tasks.

The estimated cost for this task is **\$14,650** (Table I).

Task 2 – Semi-Annual Groundwater Sampling

Dudek has prepared these costs to include semi-annual groundwater sampling at the Norco College site for a period of 5 years. The program will include the collection and analysis of groundwater samples from the 3 wells on-site. The costs include the following laboratory analyses: volatile organic compounds, semi-volatile organic compounds, metals, cyanide, perchlorate, dioxins and furans, and 1,4-dioxane.

The estimated cost for this task is **\$89,533** (Table I).

Task 3 – Semi-Annual Report Preparation

Dudek will prepare semi-annual monitoring reports presenting the results of the groundwater sampling and laboratory analysis. The reports will include the information collected during the sampling event, figures, and conclusions and/or recommendations for further work to be conducted at the site.

The estimated cost for this task is **\$24,450** to be billed on a time and materials basis.

Task 4 – Soil Management Plan Preparation

The DTSC has requested that a soil management plan be prepared for the Norco College site. The soil management will address the parking lot maintenance, protocol for future construction activities at the site, and protocol for DTSC notification and approval.

The estimated cost for this task is **\$6,580** (Table I).

The estimated cost for all tasks is **\$135,213** to be billed on a time and materials basis.

Dudek appreciates this opportunity to assist you. If you have any questions, or require further discussion, please contact me at (760) 479-4131.

Sincerely,



Derek Reed, P.E.
Senior Environmental Engineer

Table I

Table I - Norco College Semi-Annual Groundwater Sampling and Associated Activities

	Quantity	Unit	Cost/Unit	Total
Task 1. DTSC Meetings and Negotiations				
Senior Environmental Engineer	40	hour	\$195	\$7,800
Associate Hydrogeologist/Engineer	40	hour	\$145	\$5,800
Hydrogeologist II/ Engineer II	10	hour	\$105	\$1,050
			Subtotal	\$14,650
Task 2. Groundwater Sampling at 3 Monitoring Wells, 5 Year Duration (10 sampling events)				
Senior Environmental Engineer	30	hour	\$195	\$5,850
Associate Hydrogeologist/Engineer	40	hour	\$145	\$5,800
Hydrogeologist II/ Engineer II	120	hour	\$105	\$12,600
Hydrogeologist I/ Engineer I	120	hour	\$95	\$11,400
55-gallon drum	10	each	\$55	\$550
Pump and controller	10	day	\$155	\$1,550
Water quality meter	10	day	\$95	\$950
Decontamination materials	10	lump sum	\$20	\$200
Vehicle	10	day	\$75	\$750
Sample Analysis - VOCs	60	each	\$81	\$4,830
Sample Analysis - Metals	30	each	\$167	\$5,010
Sample Analysis - 1,4-dioxane	30	each	\$144	\$4,313
Sample Analysis - Dioxins and Furans	30	each	\$759	\$22,770
Sample Analysis - Cyanide	30	each	\$46	\$1,380
Sample Analysis - SVOCs (includes phenols)	30	each	\$213	\$6,390
Sample Analysis - Perchlorate (RL 2 ppb)	30	each	\$173	\$5,190
			Subtotal	\$89,533
Task 3. Semi-Annual Report Preparation (10 reports)				
Senior Environmental Engineer	20	hour	\$195	\$3,900
Associate Hydrogeologist/Engineer	30	hour	\$145	\$4,350
Hydrogeologist II/ Engineer II	100	hour	\$105	\$10,500
Hydrogeologist I/ Engineer I	60	hour	\$95	\$5,700
			Subtotal	\$24,450
Task 4. Soil Management Plan Preparation				
Senior Environmental Engineer	12	hour	\$195	\$2,340
Associate Hydrogeologist/Engineer	24	hour	\$145	\$3,480
Hydrogeologist I/ Engineer I	8	hour	\$95	\$760
			Subtotal	\$6,580
			TOTAL	\$135,213



Agenda Item (V-A)

Meeting	11/5/2013 - Committee/Regular Board
Agenda Item	Other Business (V-A)
Subject	Selection of Search Committee for Chancellor Search
College/District	District
Funding	
Recommended Action	It is recommended that the Board of Trustees select from its members a chair and co-chair for the Search Committee and authorize the distribution of letters to constituent groups announcing the commencement of the search for Chancellor and requesting nominations for committee members.

Background Narrative:

As announced at its September meeting, the Board of Trustees selected College CEO's to lead the search process to fill the position of Chancellor for the Riverside Community College District. Sperry MacNaughton, President of College CEO's, Inc. will lead the effort in coordination with the District's Diversity and Human Resources Department. The composition of the Screening Committee is now required by the Board. The Committee shall include broad representation reflective of the District's constituencies and include Board of Trustee representation on the committee to include a Chair and Co-chair of the Committee. The committee shall be comprised of approximately 12 to 16 members. Stakeholders on the committee to include:

1. Board of Trustees representatives selected by the Board and adopted Chair and Co-Chair
2. Faculty representative nominated by each college academic senate
3. Faculty representatives nominate by the CTA
4. Part time faculty representative nominate by the CTA
5. Student representative nominated by the ASRCC
6. Classified representative nominated by the CSEA
7. Confidential representative nominated by the Confidential Employees Group
8. Management representative nominated by the District Management Leadership Association
9. Foundation representative nominated by the RCCD Foundation Board
10. Community representatives selected by the Board, broadly reflective of the District.

Once nominations are received by Diversity and Human Resources they will be forwarded to the Board of Trustees for formal selection.

Prepared By: Vicki Nicholson, Vice Chancellor (Interim), Diversity and Human Resources
Art Alcaraz, Director, Diversity and Human Resources

Attachments:

[20131105_BPAP 2431 Chancellor Search](#)
[20131105_DRAFT Letter to Constituent Groups](#)
[20131105_DRAFT Search Committee Nomination Form](#)
[20131105_Search Committee Matrix](#)

BP 2431 CHANCELLOR SELECTION

References:

Education Code Sections 70901.2, 70902 (b)(7) & (d) and 87100 et seq;
Title 5 sections 51023.5 and 53000 et seq;
Accreditation Standard IV.B.1.b, e and j

In the case of a Chancellor vacancy, the Board of Trustees shall establish a search process to fill the vacancy. The process shall comply with relevant regulations.

Date Adopted: May 15, 2007

AP 2431 CHANCELLOR SELECTION

Reference:

Education Code Sections 70901.2, 70902 (b)(7) & (d) and 87100 et seq;
Title 5 sections 51023.5 and 53000 et seq;
Accreditation Standards III A.1, III A.3, IV A.2 and IV B.1.b., e., and j.

The process for hiring the Chancellor will be inclusive, participatory and transparent. The district and community will be informed and involved throughout the process through the distribution of regular progress reports and a dedicated webpage with up-to-date information.

Executive Search Firm

1. The Board of Trustees in consultation with the Vice Chancellor, Diversity and Human Resources may employ a search consultant to assist with the hiring process and recruit candidates.
2. Diversity and Human Resources Department will solicit proposals from executive search firms to assist the Board in filling the open position. After review of the proposals, the Board will select a firm to conduct the Chancellor search.

Chancellor Profile

1. Public forums with district constituencies (students, staff, faculty, management) and the community will be held to obtain suggestions for qualities, characteristics and desired/required qualifications for the Chancellor.
2. The Chancellor profile will be developed from these suggestions, reviewed by the search committee and finalized by the Board.

Job Announcement

The job announcement for the position shall be developed by the Diversity and Human Resources Department in collaboration with the Associate Vice Chancellor, Public Affairs & Institutional Advancement and shall include the following information:

1. The position profile, including qualities, characteristics and desired/minimum qualifications for the position
2. How to apply
3. "Review" of applications or closing date

Advertisements will appear in publications and websites such as, but not limited to:

Affirmative Action Register
CalJobs.Ca.gov
CCC Registry
Chronicle of Higher Education
Community College Times
Diverse Issues in Higher Education
HERC
HigherEdJobs.com
HispanicOutlook.com
InsideHigerEd.com
LatinosinHigerEd.com
Local Newspapers
tribalcollegejournal.org

Screening Committee Composition

The composition of the screening committee for the position of Chancellor will be determined by the Board and shall include representation broadly reflective of the district's constituencies and shall be comprised of the following with the ideal committee between 12 to 16 members:

1. Board of Trustee representatives selected by the Board and adopted Chair and Co-chair of the search committee
2. Faculty representatives nominated by each campus/college academic senate
3. Faculty representatives nominated by the CTA
4. Part-time faculty representative nominated by the CTA
5. Student representative nominated by ASRCC
6. Classified representative nominated by the CSEA
7. Confidential representative nominated by the Confidential Employees Group
8. Management representative nominated by the District Management Association
9. Foundation representative nominated by the RCCD Foundation Board
10. Community representatives selected by the Board, broadly reflective of the district

Search Committee Member Responsibilities

1. Assist in the search for Chancellor using the profile statement of qualities, characteristics and desired/minimum qualifications
2. Follow Equal Employment Opportunity guidelines and considerations as well as the federal, state and local regulations
3. Establish and follow the timetable for screening and interviewing that will bring recommendations to the Board by a certain date

4. Make periodic reports to the college constituents and community on the progress of the search (chair)
5. Evaluate and rate candidates
6. Interview candidates
7. Recommend, ideally, five to seven candidates, in unranked alphabetical order, to the Board of Trustees.

Committee members shall maintain strict confidentiality with regard to candidates, applicants, and nominees for the position throughout the entire hiring process and after the process is complete.

A committee member who fails to participate in the screening process or all interviews shall be removed from the committee.

Screening Committee Operating Procedures

1. The initial meeting of the screening committee shall be convened by the Search Committee Chair. The initial meeting will include EEO training, overview of the search process and confidentiality, review of the position profile, training in review of application materials and set tentative dates for screening and interviewing.
2. No additions or replacements to the committee membership shall be made subsequent to the initial meeting of the screening committee.
3. The screening committee shall develop the following for use in evaluating candidates against the chancellor profile:
 - a. Paper screening criteria and interview questions.
 - b. Parameters for conducting interviews

Screening of Applications and Selection of Candidates for Interview

1. The search consultant or Vice Chancellor, Diversity and Human Resources will receive applications and make all applications available to the screening committee.
2. The applications shall be independently assessed by each member of the screening committee, using the rating criteria developed by the committee. Committee members shall avoid any discussion of ratings, rankings, or recommendations of candidates until independent evaluations of all candidates have been completed by each committee member.
3. The committee will then discuss the ratings and evaluate the merits of the candidates to determine if there is an adequate pool of professionally qualified candidates with which to continue the selection process.
4. If the pool is deemed adequate by the committee, the committee shall proceed with the selection of candidates for interview.
5. If the pool is not deemed adequate by the committee, the committee shall discuss the matter with the Search Consultant, who shall determine the action to

be taken after consultation with the Vice Chancellor, Diversity and Human Resources or designee.

Selection of Candidates for Interview

1. The screening committee shall determine an initial pool of potential candidates for interview.
2. The search consultant or Vice Chancellor, Diversity and Human Resources shall establish an interview schedule and notify the candidates to be interviewed.
3. The Vice Chancellor, Diversity and Human Resources will contact each candidate confirming the interview appointment, place and time and provide other appropriate materials to all candidates.

Initial Interviews

- The circumstances of each interview shall be as similar as is practicable.
- Each candidate will be asked the same interview questions developed by the committee.
- Committee members shall avoid any discussion of ratings, rankings, or recommendations of the candidates until all interviews have been completed and independent evaluations have been completed by each committee member.

Selection of Finalists

1. The committee chair shall lead discussion, which shall focus on the strengths and weaknesses of the candidates to determine the candidates to be recommended as finalists.
2. The search consultant or Vice Chancellor, Diversity and Human Resources shall conduct reference and background checks of each of the recommended finalists, which shall include investigation of professional experience and personal qualities relevant to performance in the position. Following a discussion of the results of the reference checks, the committee shall make a final determination of the candidates to be recommended as finalists to the Board of Trustees.
3. The Board will review the finalists recommended by the committee and may:
 - a. Meet with the committee to clarify the reasons for the finalist recommendations.
 - b. Meet with the search consultant or Vice Chancellor, Diversity and Human Resources to review results of the reference and background checks
4. If, after discussion, the Board is not satisfied with the committee's recommendation, the Board may request the committee to reconsider. If, after reconsideration, the committee forwards the same recommendation, the Board will determine whether to continue the process.
5. If the Board is satisfied with the finalists recommended by the committee, the Board may:

- a. Interview recommended candidates, following the same process used for the “Initial Interviews”, to narrow the number of finalist before making a public announcement.
- b. Announce the finalist recommended by the committee to the public.

Public Forums

Public forums and/or site visits may be conducted as part of the hiring process for Chancellor.

1. Public forums shall be conducted to introduce candidates to the district’s constituents and the community.
2. If a site visit is conducted as part of the hiring process, the composition of the visiting team shall be determined by the Board.

Selection of Chancellor

The Board of Trustees will interview finalists for Chancellor.

1. On completion of the final interviews, the Board will make their selection of a candidate.
2. On acceptance by the selected candidate, the Board and the Vice Chancellor of Diversity and Human Resources and/or legal council will enter into contract negotiations with the candidate.
3. When a contract has been agreed to the Board will make a public announcement. The contract will be signed by the selected candidate and the President of the Board of Trustees.

Office of Primary Responsibility: Diversity and Human Resources Department

Also see Administrative Procedure 3410, titled Nondiscrimination and Administrative Procedure 3420, titled Equal Employment Opportunity

Date Approved: May 19, 2009

DRAFT

November __, 2013

(Name)
President
(Title of Organization)

Dear (Name),

As you know, the Board of Trustees of the Riverside Community College District (RCCD) has initiated the search process for the next Chancellor of the RCCD. We have engaged the services of College CEO's to assist us in this important endeavor. The search process will be participatory and inclusive. The Search Committee will include members drawn from the Board of Trustees, constituent groups, and community members. The Board is formally inviting individuals to nominate others or themselves for a place on the committee. Please use the form attached for this purpose.

The Search Committee will be a working committee, and participation will require a full commitment of time and attention from each member. We expect the time commitment to include an initial three to four hour meeting and a three-day time commitment, when the committee will select candidates and conduct the preliminary confidential interviews of candidates. In addition, committee members will be expected to read and evaluate candidates' materials independently. This will require an additional time commitment.

We will appoint the Search Committee at our regularly scheduled Board of Trustees Meeting on December 3, 2013. Please return the form to Art Alcaraz, Director of Diversity and Human Resources by the end of the day on Wednesday, November 20. The return information is noted at the bottom of the form.

Dates will be arranged in the immediate future that the search consultant will be at RCCD to discuss the search process and prepare a profile for the position with members of the District. We will schedule a series of open public forums for the Consultant to hear from the District and the community. The details of the open forums will be published on the RCCD webpage. At these gatherings we would appreciate hearing your candid thoughts and perceptions on the following;

1. The principle challenges and opportunities that the District must address in the next five to ten years;
2. The principal background, experience, educational qualifications, and professional and personal characteristics we should seek in a chancellor to ensure that we successfully meet those challenges and opportunities; and
3. Names of individuals who should be encouraged to become candidates for the position of Chancellor.

Please send your comments directly to our search consultants: Sperry MacNaughton, Sperry MacNaughton, (sperrym@collegeceos.com).

The Chancellor Search is, as you know, one of the most important activities which we will undertake in the next few years. This will be a significant and challenging national search. We look forward to working with you as we identify candidates who will most effectively meet the future needs of our District and the communities that our District serves.

Best regards,

Virginia Blumenthal
President, Board of Trustees

**Chancellor Search
Riverside Community College District
Committee Nomination Form**

NOMINEE

Name: _____

Entity/Title: _____

Address: _____

Business Phone: _____ Home Phone: _____

E-mail: _____ Cell Number: _____

Affiliation to District: (check one or more as appropriate)

____ Administrator

____ Alumna/ae

____ Faculty

____ Foundation

____ Student

____ Staff/Employee

____ Trustee Emeritus

____ Community (Please Specify): _____

Gender: _____

Ethnicity: _____

Connection to District/How long: _____

What Value Individual Nominated Will Bring or Add to the Process **OR** How Has Individual Demonstrated Interest in this community college?

NOMINATOR

Name: _____

Entity/Title: _____

Home Address: _____

Business Phone: _____ Home Phone: _____

E-mail: _____ Cell Number: _____

Please return to Art Alcaraz, Director of Diversity and Human Resources, 450 E. Alessandro Blvd., Riverside CA 92508, art.alcaraz@rccd.edu by **November 20, 2013**.

Chancellor Search Committee Nominations

Committee Members	Comments	
	Professional Description	
Board of Trustees		
Chair		
Co-Chair		
California Teacher's Association		
FT		
PT		
Academic Senate		
MV		
N		
RCC		
California School Employees Association		
Confidential Employees		
Management Association		
Associated Students Riverside Commuty College (ASRCC)		
Foundation		
	Benita Roberts	Retired - Superintendent Jurupa USD
Community Members		