



**Board of Trustees - Regular Meeting
Board of Trustees Governance Committee,
Teaching and Learning Committee, Planning and
Operations Committee, Facilities Committee and
Resources Committee
Tuesday, March 01, 2016 6:00 PM
Center for Student Success, Room 217, Norco
College, 2001 Third Street, Norco, California
92860**

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. Pursuant 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. [Student Success Scorecard for 2015 Information Only](#)
C. Planning and Operations (None)
D. Resources (None)
E. Facilities
1. [Land Use Covenant for the Groundwater Monitoring Wells Compliance Project with the Department of Toxic Substances Control](#)

The Committee to review the Land Use Covenant with the Department of Toxic Substances Control.

2. [Agreement Amendment 1 for the Dr. Charles A. Kane Student Services and Administration Building with The Vinewood Company, LLC](#)

The Committee to review Agreement Amendment 1 for the Dr. Charles A. Kane Student Services and Administration Building project at Riverside City College for additional inspection services with The Vinewood Company, LLC in the amount not to exceed \$11,268.

- V. OTHER BUSINESS (NONE)
- VI. CLOSED SESSION (NONE)
- VII. ADJOURNMENT

Agenda Item (III-A)

Meeting 3/1/2016 - Committee
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: Michael Burke, Ph.D., Chancellor
Jeanie Fortin, Executive Administrative Assistant

Attachments:

None.

Agenda Item (IV-B-1)

Meeting 3/1/2016 - Committee

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

Subject Student Success Scorecard for 2015

College/District District

Information Only

Background Narrative:

Presented for the Board's review and consideration is the Student Success Scorecard (SSS) issued by the California Community Colleges Chancellor's Office in March 2015. The report's objectives are to inform policymakers, local college officials, and elected boards about college-specific performance in five areas of effort. This presentation will highlight Riverside Community College District's findings compared to the State of California, over the most recent five cohorts, with an emphasis on student demographic subgroup performance.

Prepared By: Michael Burke, Ph.D., Chancellor
David Torres, Dean, Institutional Research and Strategic Planning

Attachments:

[Presentation on 2015 Student Success Scorecard](#)

2015 Student Success Scorecard:

Riverside Community College District and College Rates

DAVID TORRES, DEAN INSTITUTIONAL RESEARCH & STRATEGIC PLANNING

RCCD BOARD OF TRUSTEES - TEACHING AND LEARNING COMMITTEE

MARCH 1, 2016



Background

The Student Success Scorecard is a set of performance indicators for the California Community Colleges

The report's objectives are

- to make policymakers, local college officials, and elected boards aware of system and college performance in specific areas of effort
- to inform the public about overall system performance.

2015 Scorecard: More data...



CALIFORNIA COMMUNITY COLLEGES

STUDENT SUCCESS SCORECARD

Riverside City College

[Click here to select a different college](#)

CURRENT PROFILE

MOMENTUM POINTS

COMPLETION OUTCOMES

REMEDIAL | PERSISTENCE | 30 UNITS

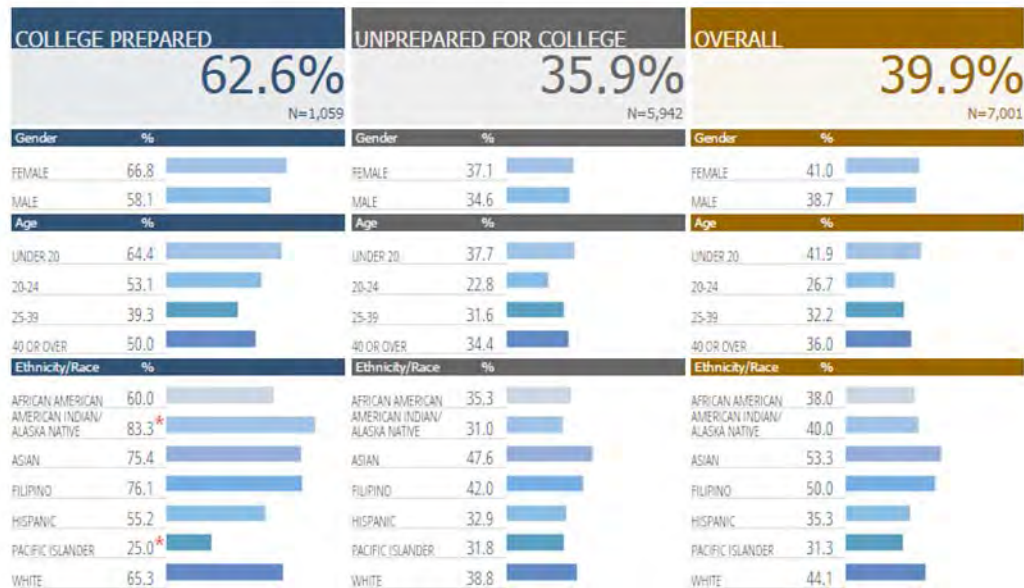
DEGREE/TRANSFER | CAREER TECHNICAL EDUCATION

[View Rates](#) [Metric Profile](#)

Completion

[Click here to view trend data](#)

Percentage of degree, certificate and/or transfer-seeking students starting first time in 2008-09 tracked for six years through 2013-14 who completed a degree, certificate or transfer-related outcomes.



0%: Cohort with no students attaining an outcome
 N/A: Cohort has no students
 *: Cohort fewer than 10 students
 Percentage of Unprepared Students: 85%

COLLEGE PREPARED: Student's lowest course attempted in Math and/or English was college level
 UNPREPARED FOR COLLEGE: Student's lowest course attempted in Math and/or English was remedial level
 OVERALL: Student attempted any level of Math or English in the first three years

2015 Scorecard: More data...



Riverside City College

[Click here to select a different college](#)

CURRENT PROFILE

MOMENTUM POINTS

REMEDIAL
PERSISTENCE
30 UNITS

COMPLETION OUTCOMES

DEGREE/TRANSFER
CAREER TECHNICAL EDUCATION

[View Rates](#) [Metric Profile](#)

Completion [Click here to view trend data](#)

Percentage of degree, certificate and/or transfer-seeking students starting first time in 2008-09 tracked for six years through 2013-14 who completed a degree, certificate or transfer-related outcomes.

COLLEGE PREPARED		UNPREPARED FOR COLLEGE		OVERALL	
Students	1,059	Students	5,942	Students	7,001
GENDER		GENDER		GENDER	
Female	512	Female	3,369	Female	3,881
Male	528	Male	2,509	Male	3,037
AGE		AGE		AGE	
Less than 20 years old	932	Less than 20 years old	4,910	Less than 20 years old	5,842
20 to 24 years old	81	20 to 24 years old	536	20 to 24 years old	617
25 to 39 years old	28	25 to 39 years old	342	25 to 39 years old	370
40 or more years old	18	40 or more years old	154	40 or more years old	172
ETHNICITY/RACE		ETHNICITY/RACE		ETHNICITY/RACE	
African American	80	African American	665	African American	745
American Indian/Alaska Native	*	American Indian/Alaska Native	*	American Indian/Alaska Native	35
Asian	65	Asian	254	Asian	319
Filipino	46	Filipino	150	Filipino	196
Hispanic	324	Hispanic	2,627	Hispanic	2,951
Pacific Islander	*	Pacific Islander	*	Pacific Islander	48
White	372	White	1,477	White	1,849

*; Suppressed to protect student privacy.
 Note: The sum of subgroup counts may not add up to the total count due to missing demographic information.
 Percentage of Unprepared Students: 85%

Making a good tool better...

- The latest Scorecard cohort began in 2008-09.
- Using locally-available data, we know when and where students attended classes.
- Using the student identification numbers, students were “assigned” according to which colleges they enrolled at most often during the 6-year time period.
- Once students were “assigned” to campuses, the findings were separated by campus without altering the Chancellor’s Office method.
- In the unusual case of a student taking the same unit total at more than one college, each college “claims” these students.

Example: Attempted Units as College Proxy

74% 
MVC

20% 
NC

6% 
RCC

For the vast majority of students in this sample (89%), at least 60% of their attempted coursework was at one college only.

Moreno Valley
College

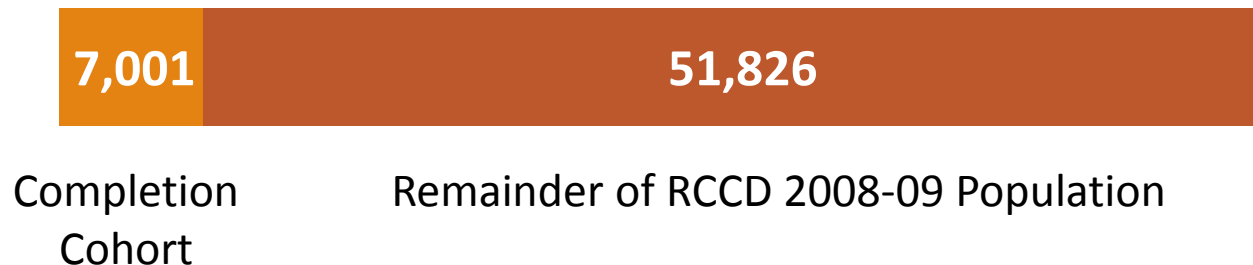
Format of this presentation:

Each of the five measures will be shown:

- State, district and college rates for the past five cohorts
- District subgroup rates for the most recent cohort
- College Prepared subgroups not presented
 - RCCD College Prepared = 15%
 - California College Prepared = 25%

Caveat: Scorecard performance indicators are based on student subgroups

- Students must meet criteria for group inclusion.
- For example, for Completion indicator:
 - RCCD Scorecard sample = ~12% subset of entire RCCD population



RCCD Completions...

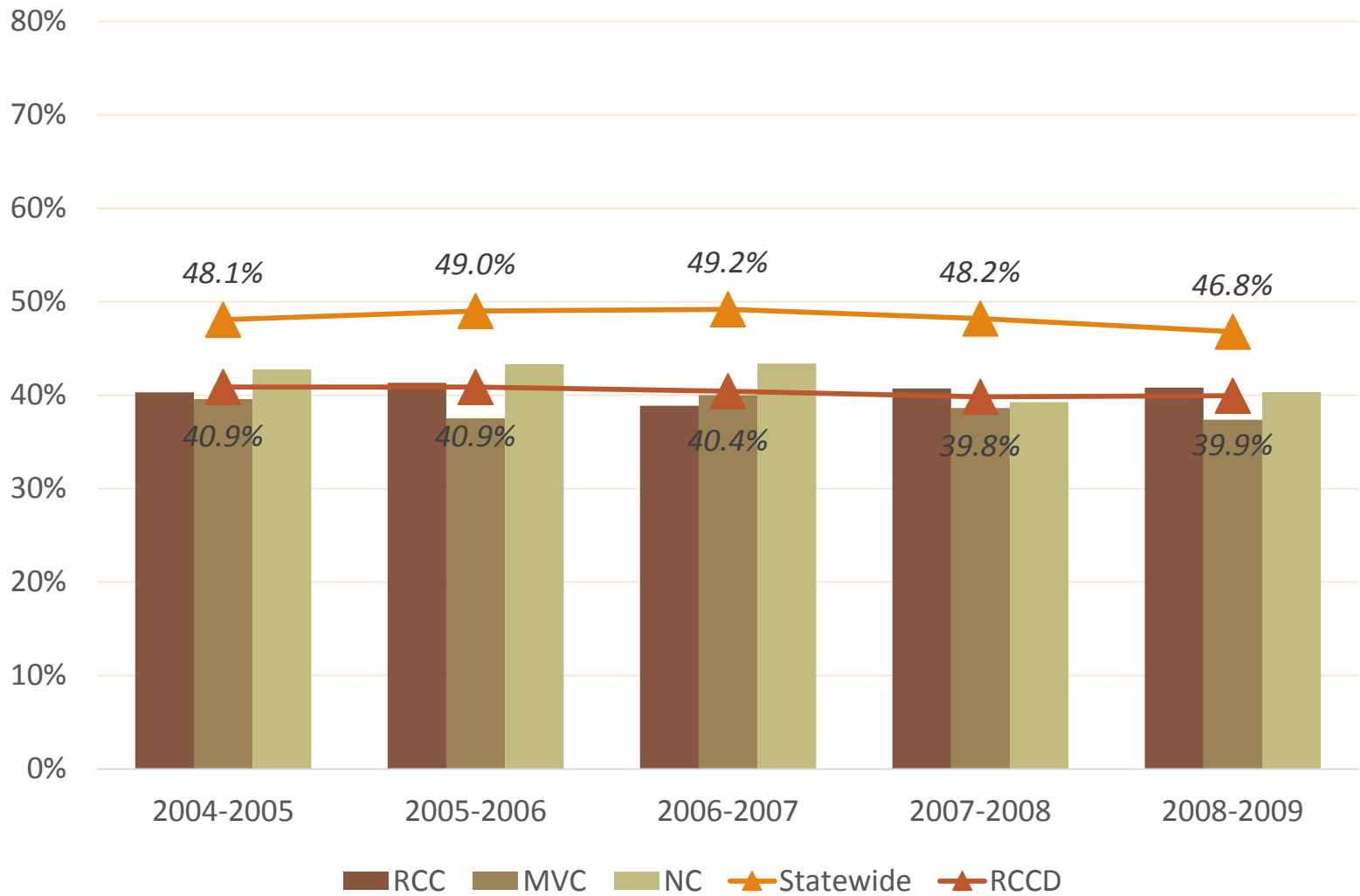
Degree / Transfer:

Percentage of

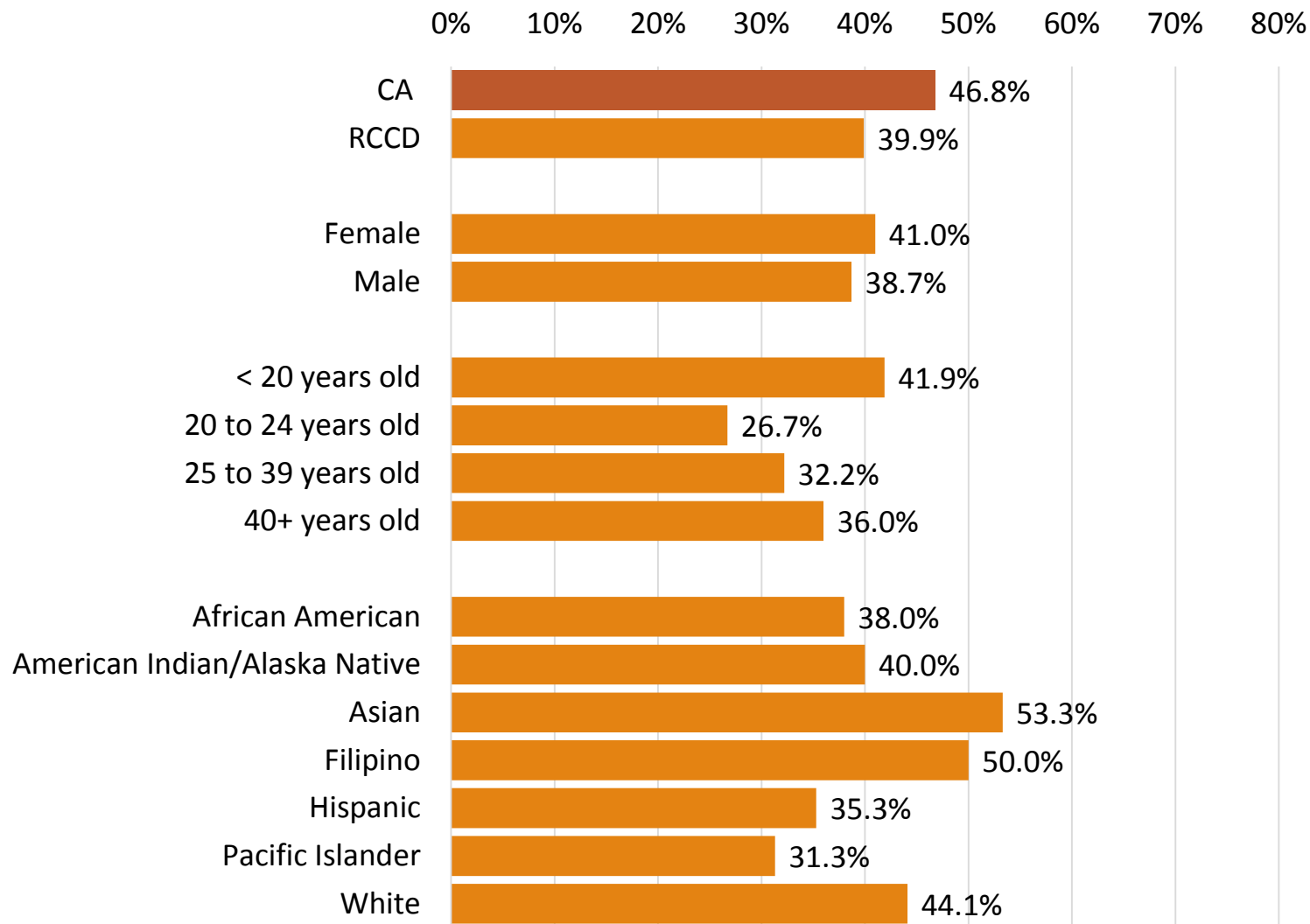
- degree, certificate and/or transfer-seeking students*
- starting first time in the cohort year & tracked for six years
- completed a degree, certificate or transfer-related outcomes.

**Student attempted any level of Math or English in the first three years and earned 6 units.*

Student Success Scorecard Completions: State, District and College Rates



Student Success Scorecard Degree/Transfer Completions: District Sub-Group Rates, Most Recent Cohort



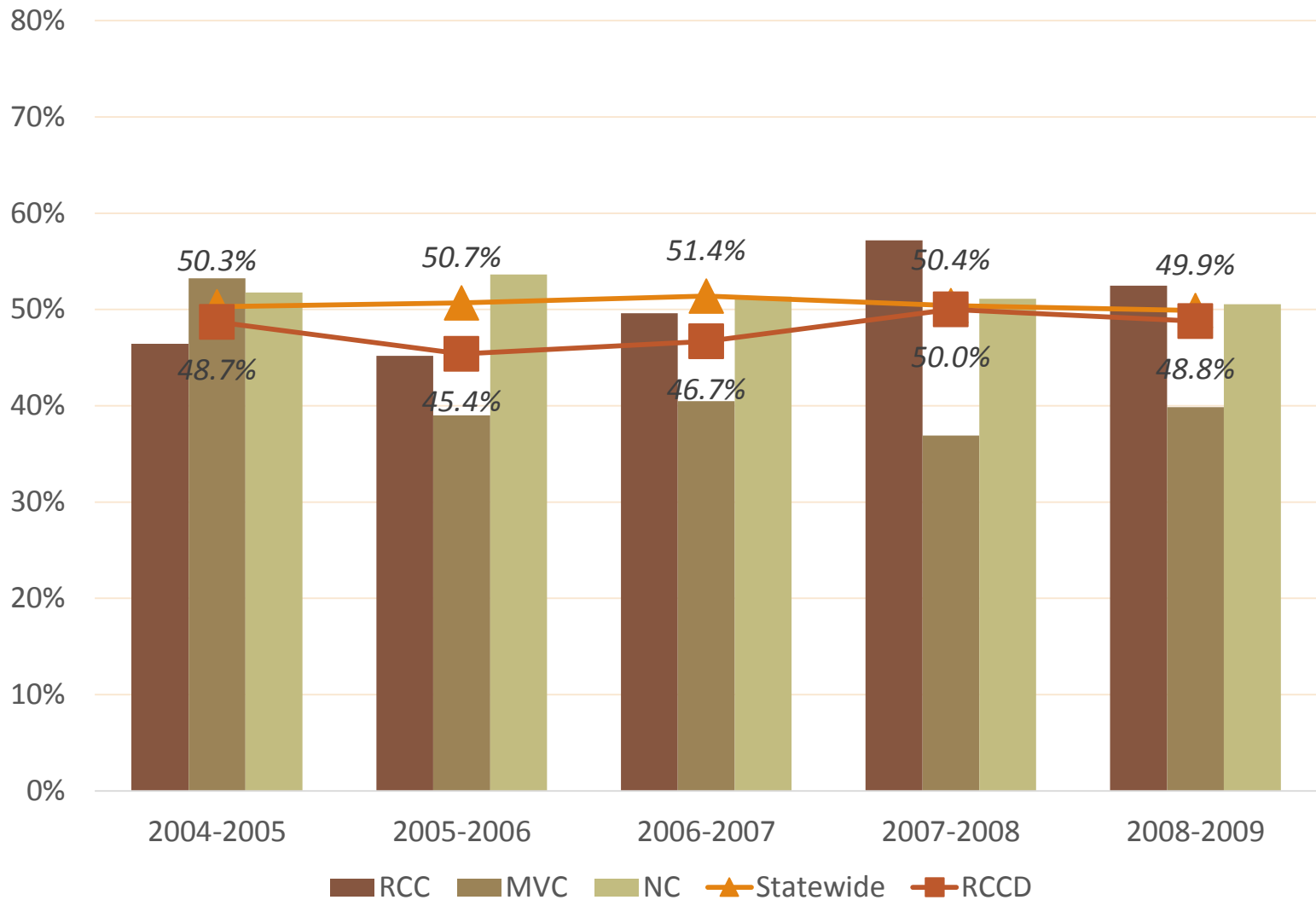
RCCD Completions...

Career Technical Education

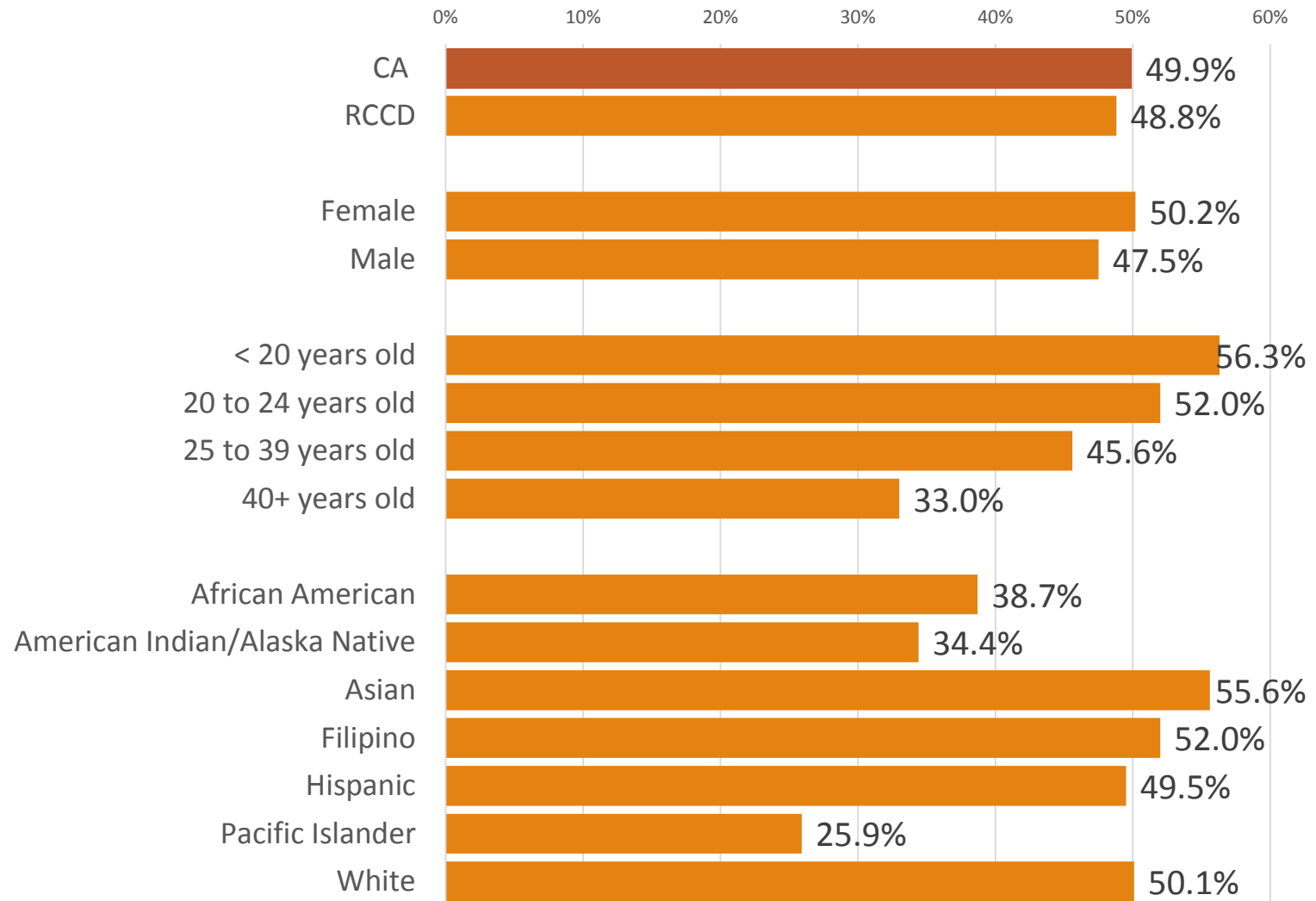
Percentage of

- students tracked for six years who started first time in the cohort year
- completing more than eight units in courses classified as career technical education (*coded as clearly or advanced occupational*)
- in a single discipline (2 digit TOP code)
- and completed a degree, certificate or transferred.

Career & Technical Education Completions: State, District and College Rates



Student Success Scorecard Completions, CTE: District Sub-Group Rates, Most Recent Cohort

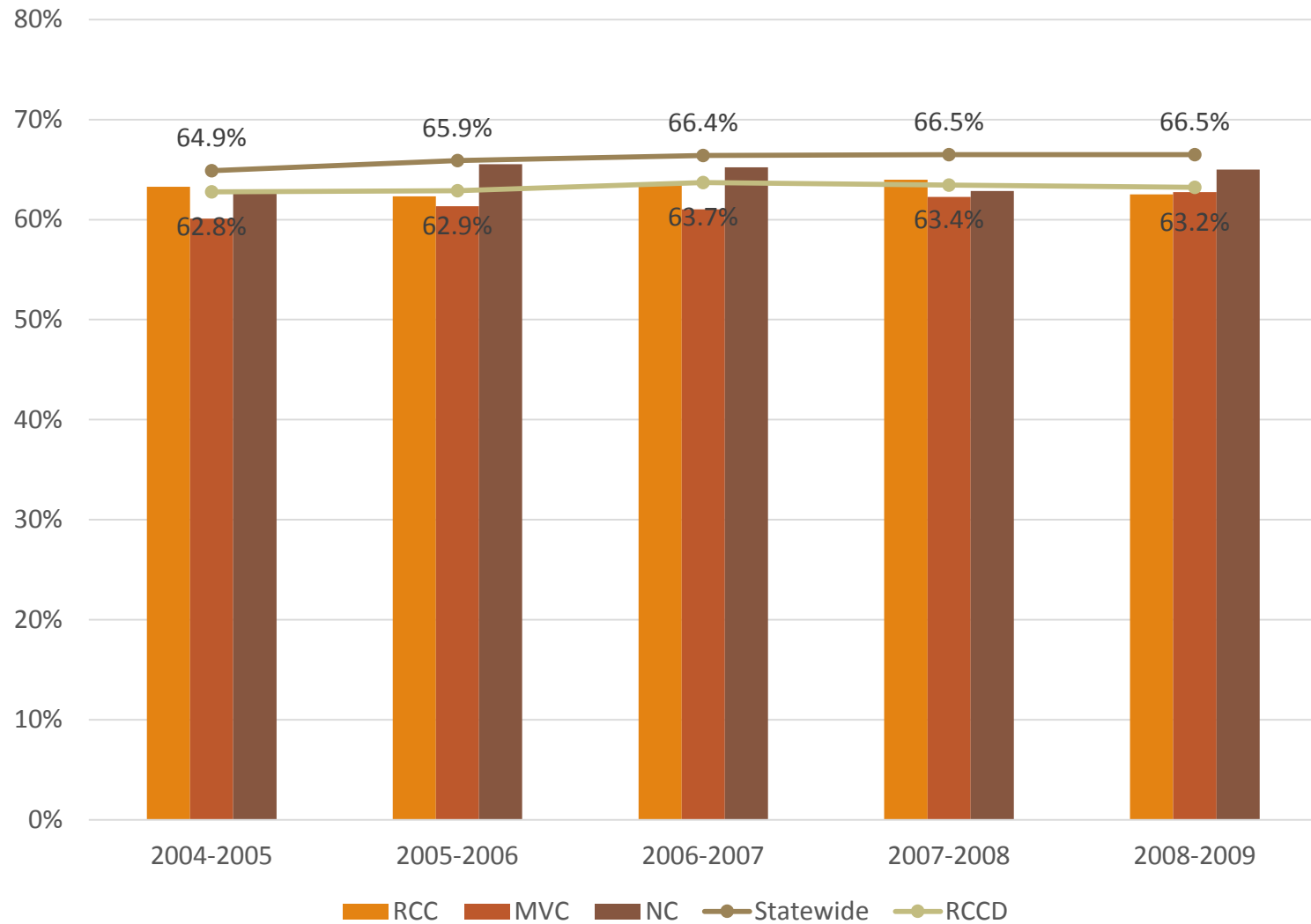


RCCD Momentum Point: 30 Units

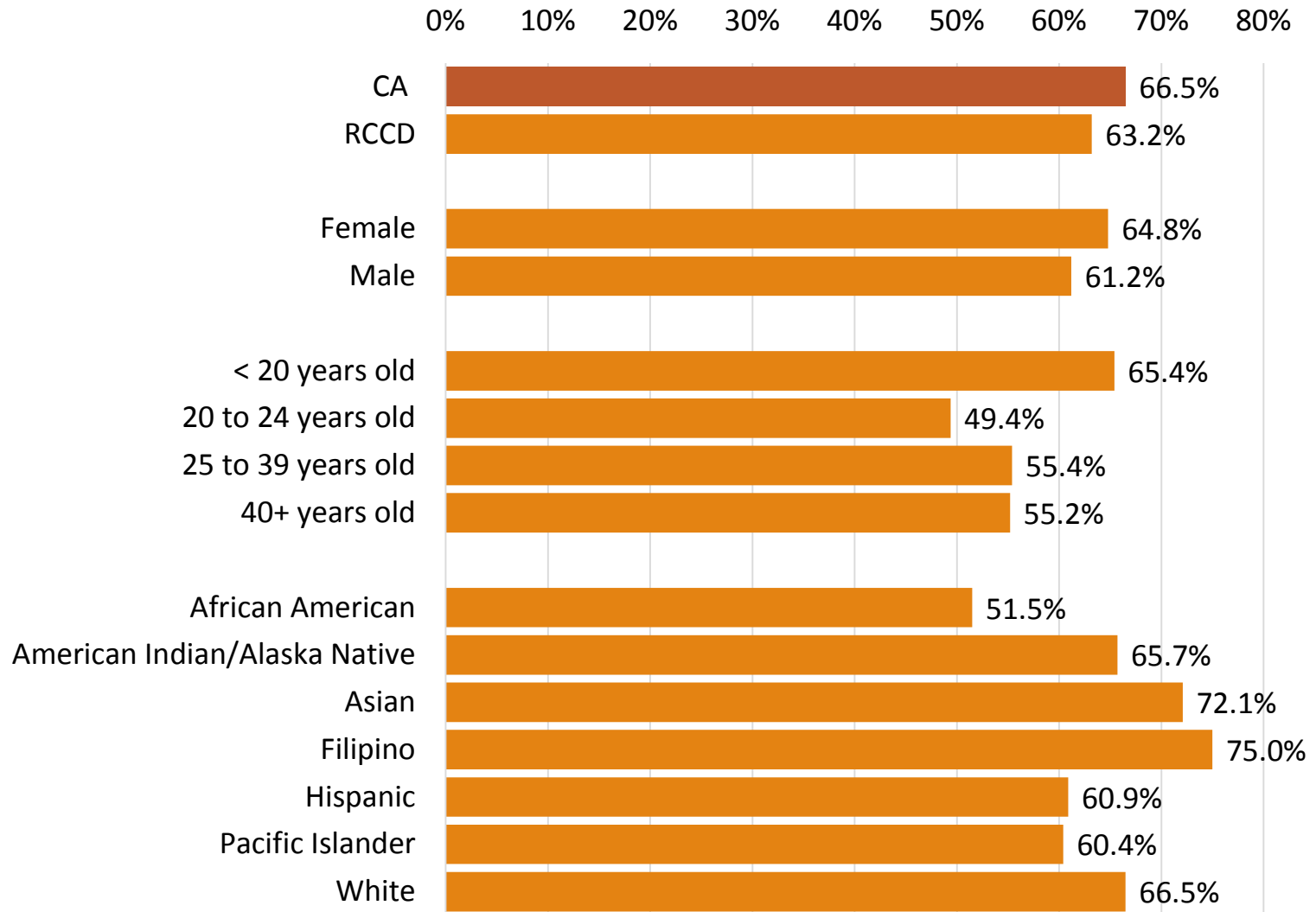
- Percentage of degree, certificate and/or transfer-seeking students*
- tracked for six years
- who achieved at least 30 units.

**Student attempted any level of Math or English in the first three years and earned 6 units.*

30 Units Momentum Point: State, District and College Rates



30 Units Momentum Point: District Sub-Group Rates, Most Recent Cohort

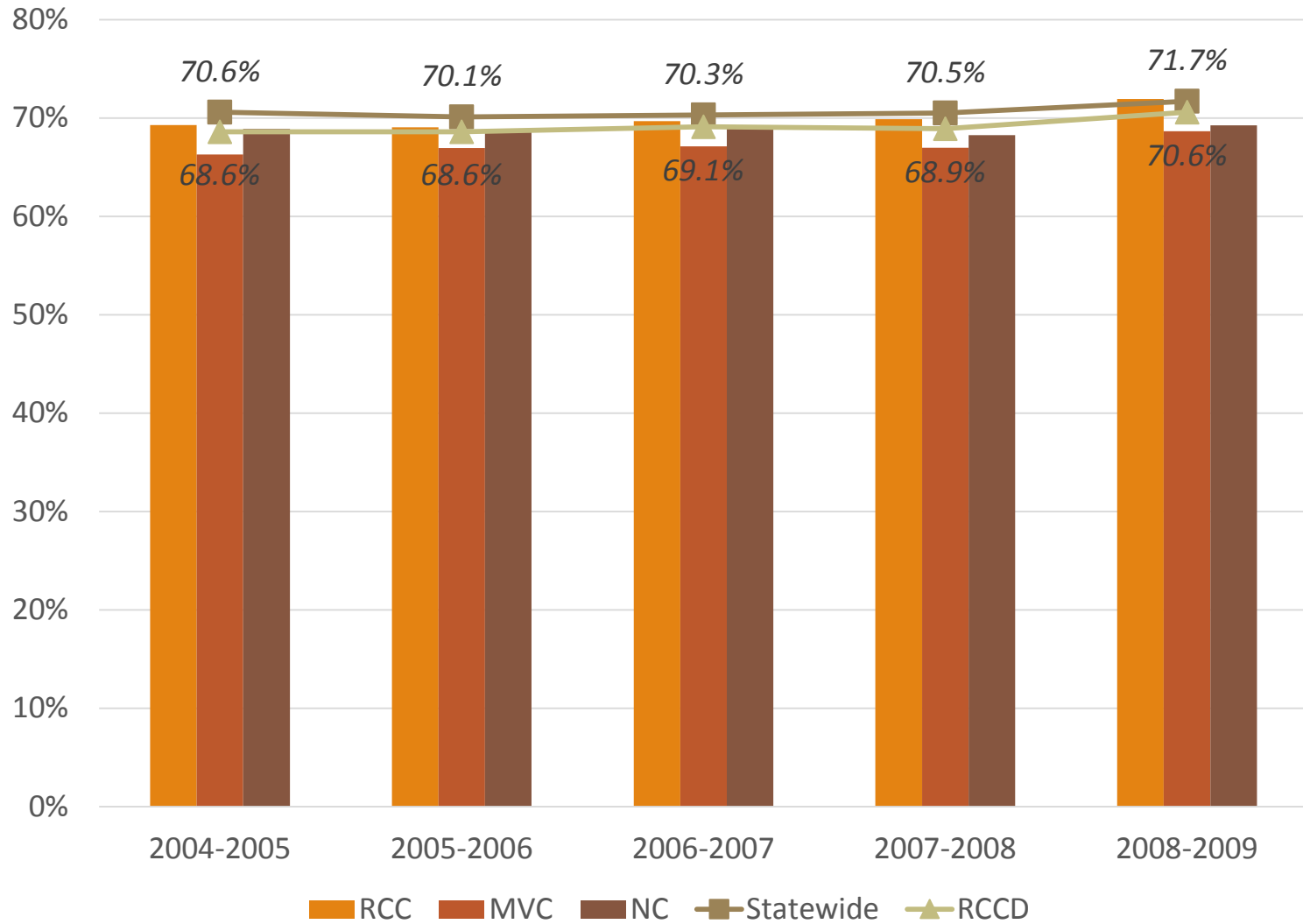


RCCD Momentum Point: Persistence

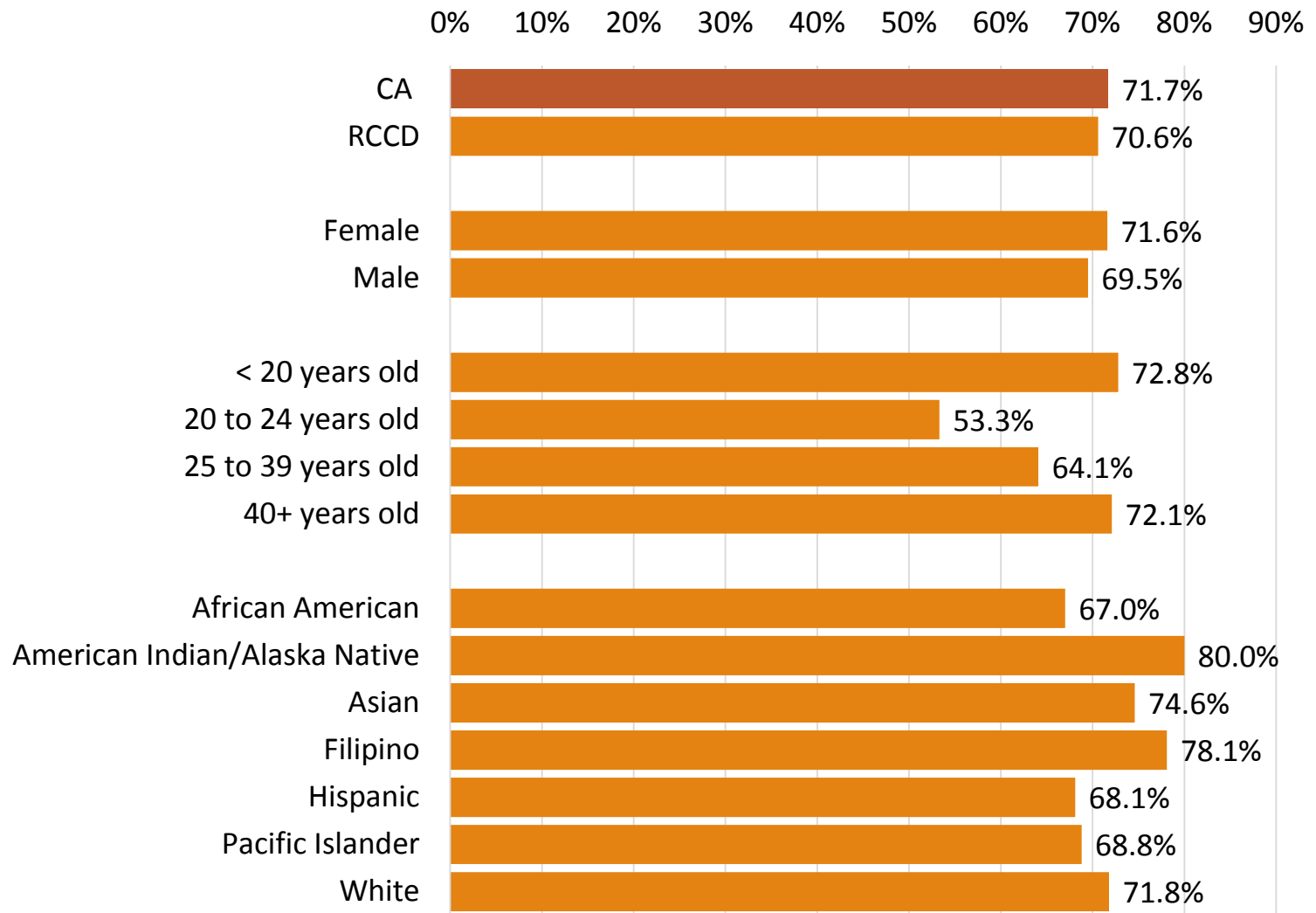
- Percentage of degree, certificate and/or transfer-seeking students
- tracked for six years
- enrolled in the first three consecutive terms.

**Student attempted any level of Math or English in the first three years and earned 6 units.*

Persistence Momentum Point: State, District and College Rates



Persistence Momentum Point: District Sub-Group Rates, Most Recent Cohort

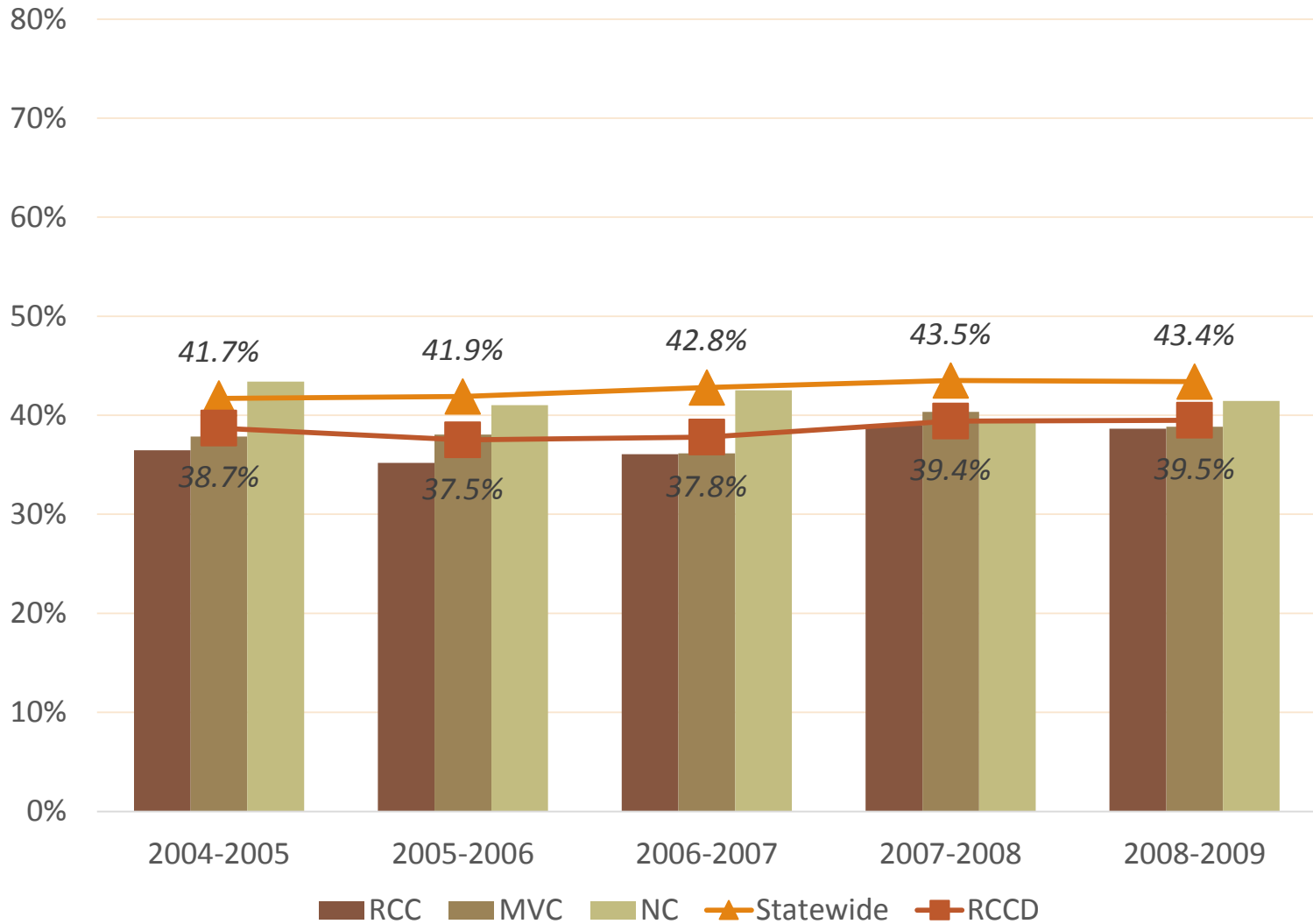


Remedial Momentum Point

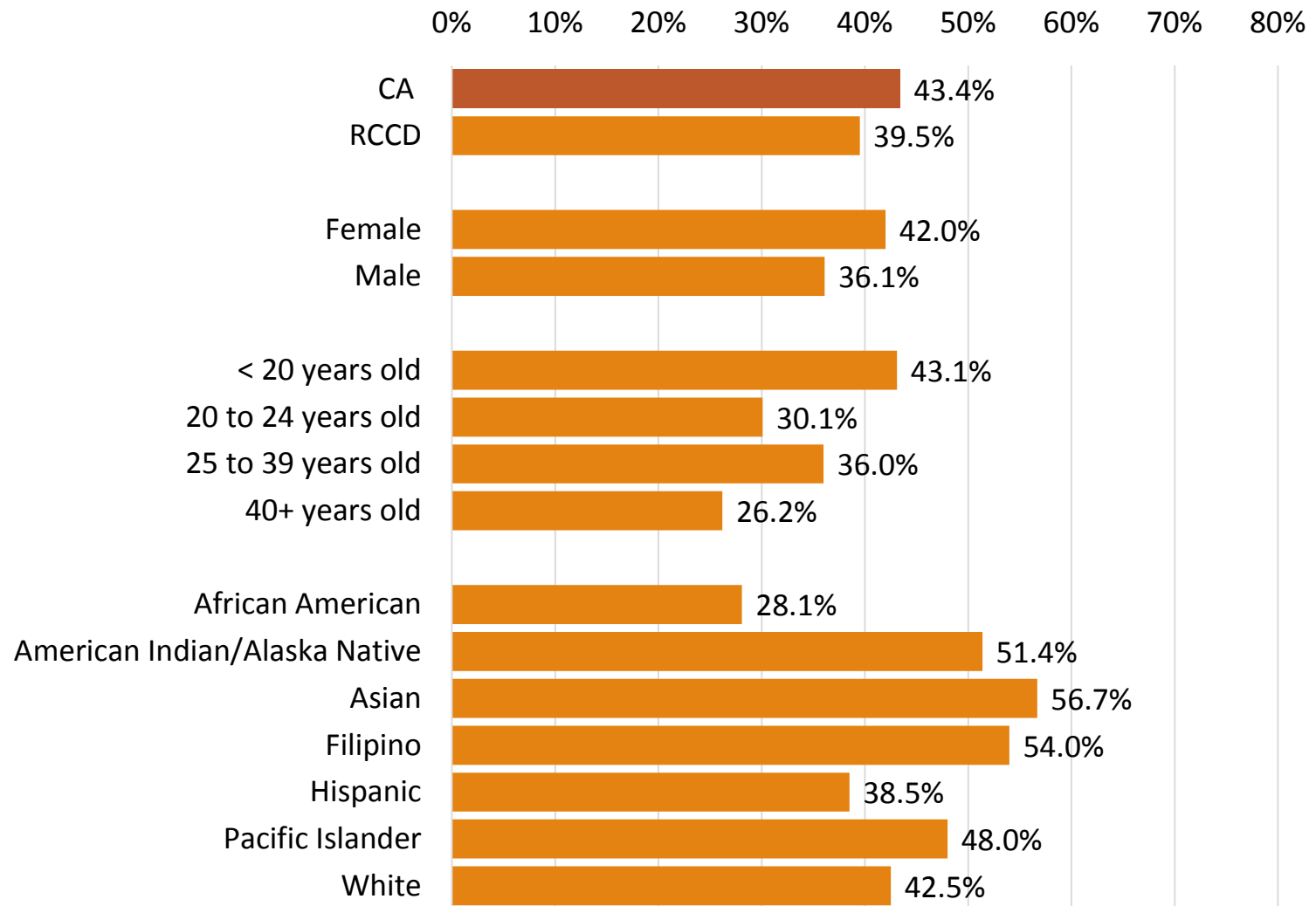
Percentage of first-time credit students

- tracked for six years
- below transfer level in English, mathematics, and/or ESL and
- completed a college-level course in the same discipline.

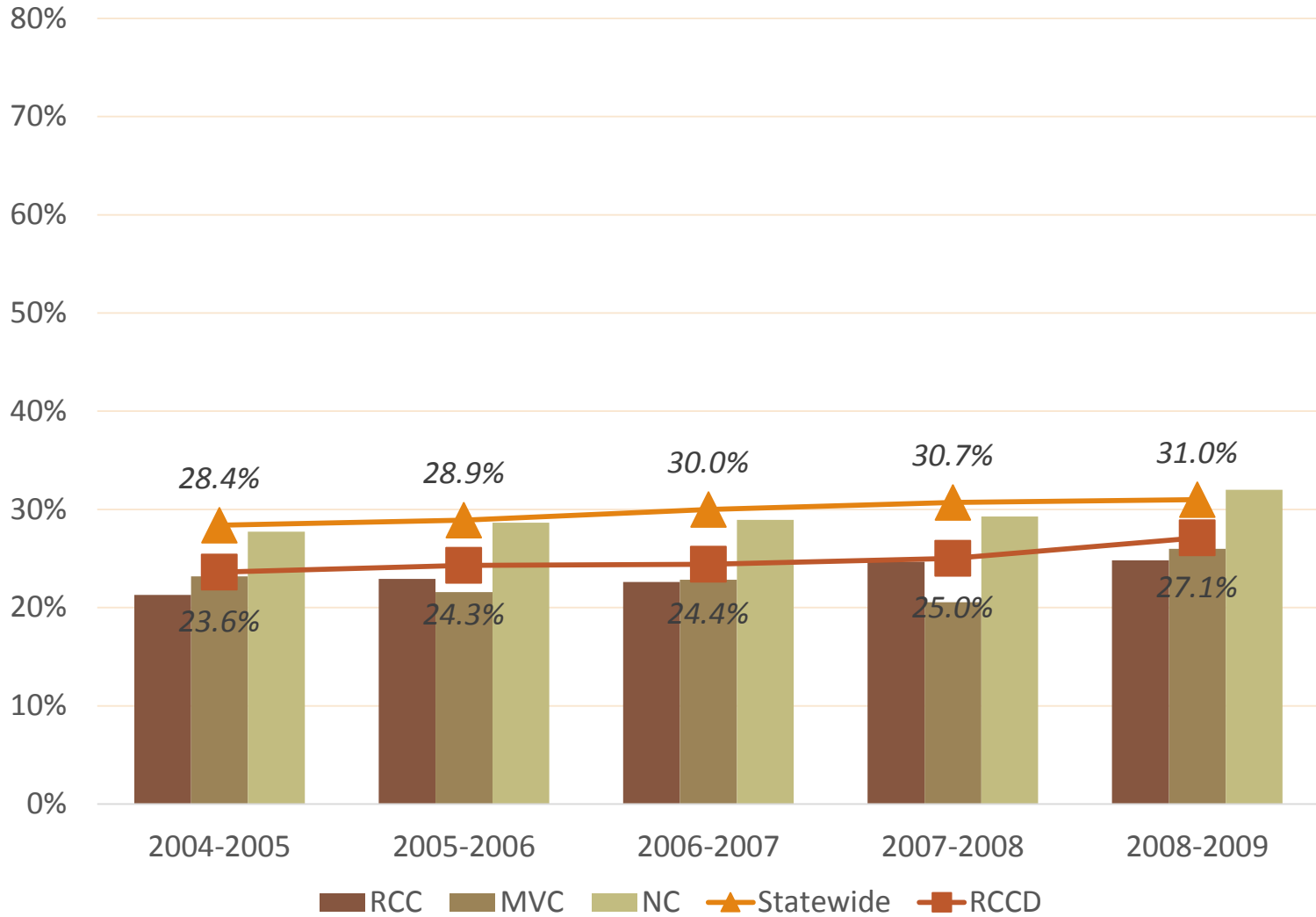
Remedial English Momentum Point: State, District and College Rates



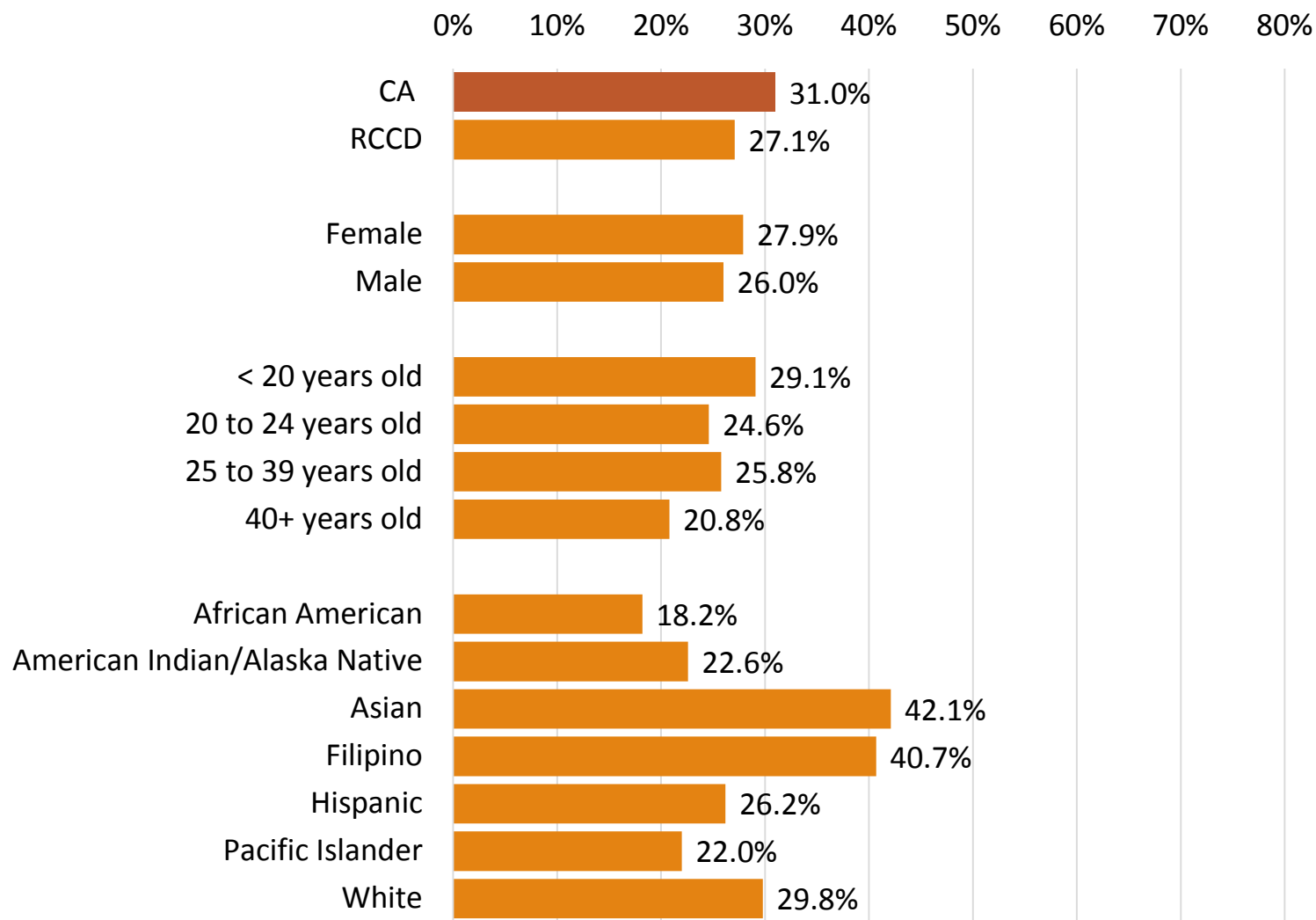
Remedial English Momentum Point: District Sub-Group Rates, Most Recent Cohort



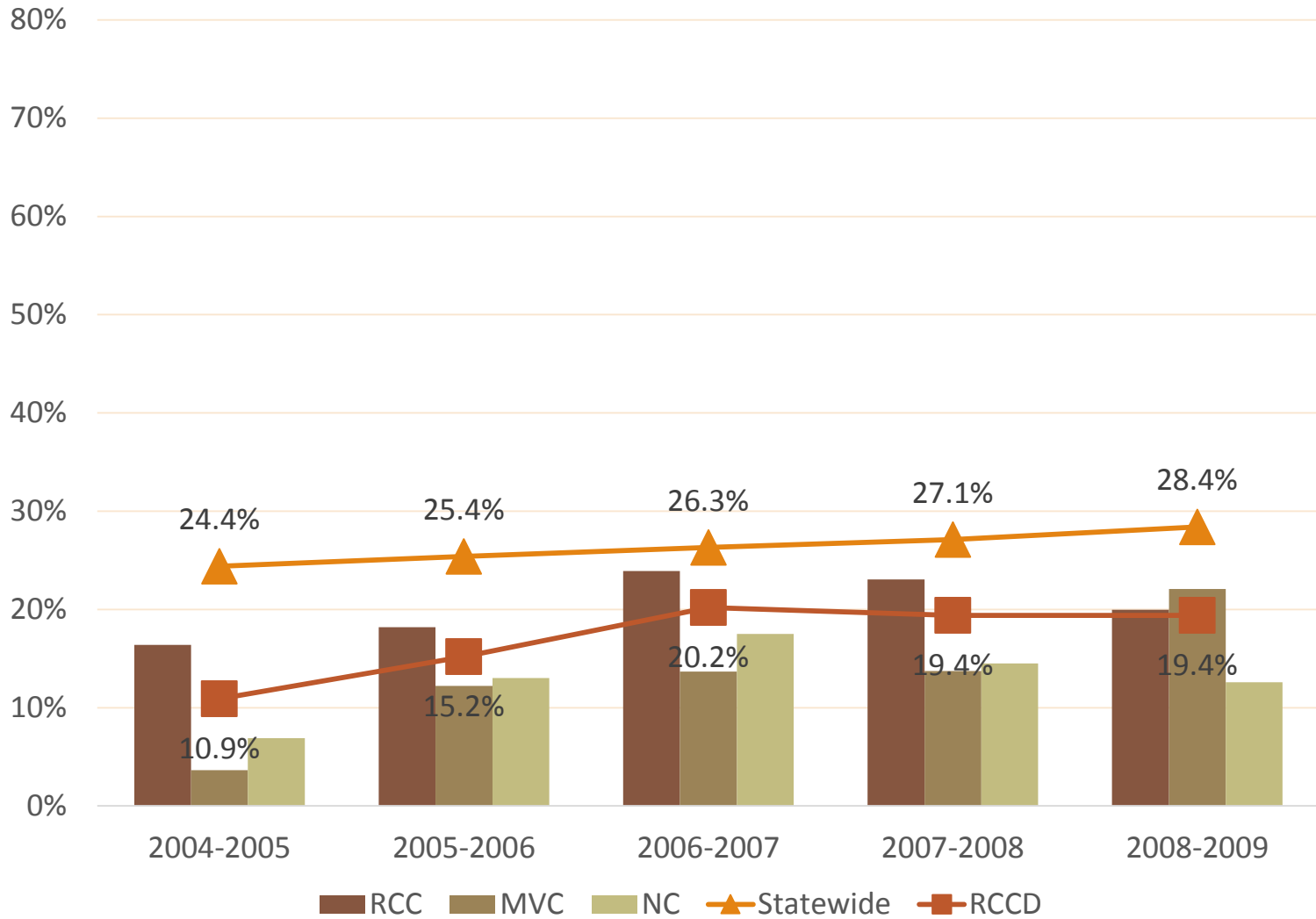
Remedial Math Momentum Point: State, District and College Rates



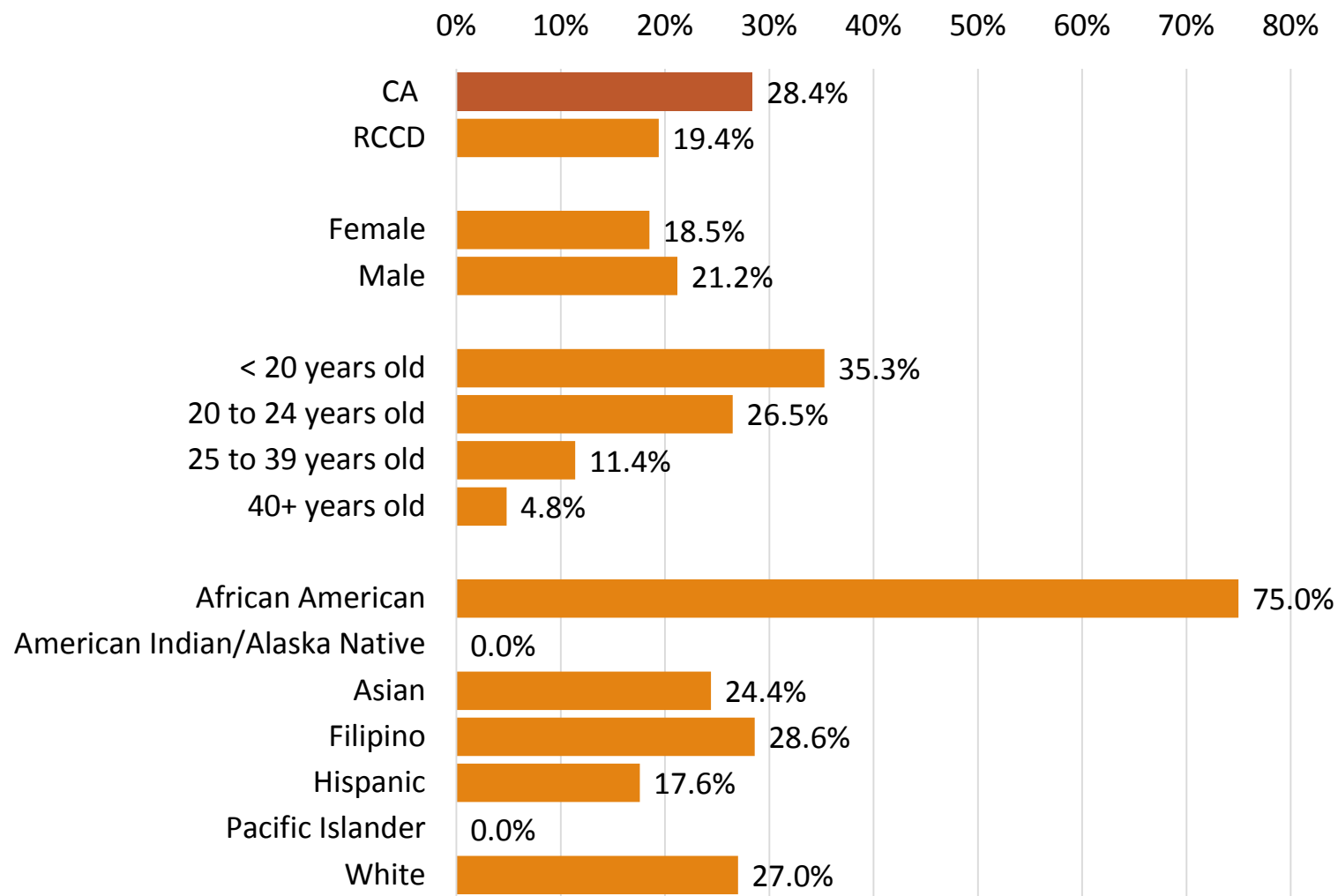
Remedial Math Momentum Point: District Sub-Group Rates, Most Recent Cohort



Remedial ESL Momentum Point: State, District and College Rates



Remedial ESL Momentum Point: District Sub-Group Rates, Most Recent Cohort



Note: Cohorts for African American, American Indian / Native American and Pacific Islander had fewer than 10 students.

Summary and Next Steps...

- For all measures, RCCD had lower achievement rates compared to California overall.
- Distinct gaps exist for Awards and Transfers, Career and Technical Education Completion and English as a Second Language.
- Hispanic students (our largest student population) were among the lower ethnic subgroups for many measures.
- Data provided to college and district researchers and should be further analyzed to determine patterns contributing to success.

2015 Student Success Scorecard:

Riverside Community College District and College Rates

END OF SLIDE SHOW



Agenda Item (IV-E-1)

Meeting	3/1/2016 - Committee
Agenda Item	Committee - Facilities (IV-E-1)
Subject	Land Use Covenant for the Groundwater Monitoring Wells Compliance Project with the Department of Toxic Substances Control
College/District	Norco
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve the Land Use Covenant with the Department of Toxic Substances Control.

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. On November 19, 2013, the Board approved an agreement for the five-year groundwater sampling/monitoring program with DUDEK, in an amount not to exceed \$135,213.

RCCD has worked in conjunction with DTSC, and has reviewed the LUC. The Board of Trustees is now being requested to approve the attached Land Use Covenant (LUC). From this point forward, Norco College will be responsible for maintaining and implementing the requirements of this on-going LUC.

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

Attachments:

[Land Use Covenant](#)

RECORDING REQUESTED BY:
Riverside Community College District
4800 Magnolia Ave.
Riverside, California 92506

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Brownfields and Environmental
Restoration Program
Attn: John E. Scandura, Branch Chief
5796 Corporate Avenue
Cypress, CA 90630

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: County of Riverside APNs 126-020-002 and 129-210-005, Riverside Community College District, Norco College, DTSC Site Code No. 400202

This Covenant and Agreement ("Covenant") is made by and between Riverside Community College District (the "Covenantor"), the current owner of property situated in the City of Norco, County of Riverside, State of California, described in Exhibit "A" and depicted in Exhibit "B," attached, (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties

further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 142.63 acres, is more particularly described and depicted in the attached Exhibits "A" and "B". The Property is located in the area now generally bounded by Third Street in the southwestern portion of the property, residential housing to the west and south, US Naval Surface Warfare Center to the north, and commercial properties to the east and southeast. The eastern property boundary is approximately 867 feet west of Hamner Avenue. The Property is also generally described as Riverside County Assessor's Parcel Nos. 126-020-002 and 129-210-005.

A limited portion of the Property is more particularly depicted in Exhibit "C," and referred to as the "Landfill." The Landfill is located beneath portions of paved Parking Lots "A" and "B" that are inside Parcel No. 126-020-002 and a portion of Third Street. Geophysical data indicates that the Landfill covers an area of approximately 16,000 square feet. The portion of the Landfill that contains wastes is located approximately 50 feet southwest of monitoring well MW-1, approximately 50 feet north of monitoring well MW-2 and approximately 100 feet north of monitoring well MW-3. This area has not been more specifically defined.

A limited portion of the Property, totaling approximately 6.45 acres, is more particularly described in the attached Exhibit "D" as "Phase II" and depicted in the attached Exhibit "E" as "Phase 2" and referred to as the "Kennedy Middle College High School (KMCHS) Site."

1.2. Site History. Historically, the Property was owned by the Navy. Navy activities at the Property involved hazardous material use and disposal. In 1980, the Property was

part of a larger parcel of land transferred by the Navy to the General Services Administration. The Covenantor acquired the Property from the General Services Administration in 1984.

In April 1989, Covenantor's environmental evaluation of these activities identified a potential for chemical residue contamination at the former hospital incinerator, a nearby landfill (i.e., the Landfill), ordinance storage buildings, ordinance burn pit and nearby landfill, building remnants and aboveground fuel storage tanks. Limited previous site sampling indicated elevated concentrations of antimony, cadmium, copper, lead, silver and zinc, as well as dioxins and furans. Polychlorinated biphenyls (PCBs) volatile organic compounds, semi-volatile compounds, naphthalene, and organochlorine pesticides were also detected.

In December 1989, the Department approved Covenantor's plan to begin construction of the Norco College campus on the western portion of the Property, based upon Covenantor's agreement that construction would only occur in areas where excavation had started and no contamination had been encountered.

1.3. Remediation of Property. Suspected locations of hazardous substances on the eastern portion of the Property have been investigated and remediated under the Department's oversight. These areas include the former Navy hospital incinerator, an adjacent ash pile, and a landfill area. Between June 1989 and August 1990, the Covenantor investigated these areas and conducted cleanup under the Department's oversight pursuant to plans approved by the Department.

In July 1989, Covenantor sampled test pits in refuse trenches in the landfill east and south of the incinerator and extending south beneath the proposed alignment of Third Street. Waste encountered in the test pits included beverage bottles, medical supplies, glass, metals, office supplies, ceramic dishes, wood, wire, roofing construction materials, plastic bottles, styrofoam, steel pipes, concrete, asphalt, incinerator ash, metal cans and containers, metal sheets and pieces of broken sinks and toilets. A layer

of inert refuse material consisting of incinerator ash, medicine bottles, medical supplies, construction debris, and wood existed at depths varying between three feet and seven feet below ground surface in the explored trench. Laboratory analytical results indicated that concentrations of copper, lead, and zinc in a sample collected from trench LFT-7 exceeded 10 times the corresponding Soluble Threshold Limit Concentrations for hazardous waste pursuant to Article 11, Title 22 of the California Administrative Code. The concentration of lead in the sample exceeded the corresponding Total Threshold Limit Concentration for that substance pursuant to the previously mentioned citation. From geophysical data this landfill area was estimated to be approximately 400 by 400 square feet with maximum debris depth to be about 8 feet. Based on the results of this investigation, the Covenantor removed the buried debris and excavated the soil surrounding the hazardous soil sample to a depth of approximately four feet below the bottom of the buried landfill material.

During the grading for Third Street In June 1990, approximately 25 tons of waste and impacted soil found in a test pit in Third Street were excavated, classified as hazardous waste, and transported to a hazardous waste facility in Utah for disposal. Approximately 250 tons of waste materials (similar to the waste encountered in the test pits) were removed and placed over existing landfill waste in a location on the Property north of the excavation for Third Street. Most of this waste was placed on the portion of the Property to be used by Norco College. The remainder was placed on the part of the Property to be leased to Kennedy High School. The Landfill was covered with about 20 feet of clean soil and the surface paved with asphalt for use as a parking lot. Post-cleanup monitoring of groundwater in the area of the remediated landfill was required to detect any release of hazardous substances from the Landfill. Three monitoring wells were installed and an initial set of samples was obtained and analyzed.

In 2003 Corona-Norco Unified School District completed a Preliminary Endangerment Assessment (PEA) on the site now occupied by KMPMS. The PEA consisted of a soil vapor survey, soil borings, and four off-site surface soil samples for purposes of determining background heavy metals concentrations. Methane and hydrogen sulfide

were not detected in the soil gas samples, and eight volatile organic compounds (VOC) in soil gas concentrations that did not require remediation. Although no semi-volatile organic compounds were found in the native soil, two of these substances, di-n-butyl phthalate and phenol were detected in fill material. Dioxins and furans were detected in a sample from fill material in concentration of 33.8 picograms per gram (as converted equivalent to 2,3,7,8-TCDD equivalents). The concentrations of 16 heavy metals exceeded background with lead detected at 1,000 mg/kg in the fill material.

Based on the PEA, a removal action at the portion of the Site now occupied by KMPHS was completed in March 2005 in compliance with a Removal Action Workplan approved by DTSC. The removal action consisted of excavating non-hazardous overlying fill material that posed a risk to human health in excess of one in one-million. A total of 4,107.04 tons of impacted soil was removed and disposed at the Waste Management Kettlemen Hills hazardous waste facility in Kettlemen City, California. A total of 3,567.22 tons of overlying non-hazardous fill materials were removed and disposed of at the Azusa Land Reclamation facility in Azusa, California.

After the KMPHS removal action was completed, 36 confirmation samples were collected and analyzed for arsenic, lead, cadmium, PCBs, and dioxins/furans. Because detected arsenic and cadmium concentrations are comparable to the background samples, these substances were not considered in the recalculation of the post removal action Site risk. Lead was detected at concentrations below its cleanup goal and the incremental risk associated with residual Aroclor-1254 PCB, dioxin, and furan was considered within the acceptable risk management range defined by the National Contingency Plan.

In 2011, the Covenantor and the Department entered into a Voluntary Cleanup Agreement (VCA) in accordance with Health and Safety Code section 25355.5(a)(1)(C). Pursuant to the VCA, the Covenantor, under the Department's oversight, conducted additional ground water monitoring in the area of the remediated landfill. Contaminants detected in the groundwater include arsenic, barium, chromium, vanadium, toluene, 1,1-

dichloroethene, methylene chloride, chloroform, perchlorate, tetrachloroethylene and trichloroethylene. In 2013, the Department determined that the groundwater monitoring well network was not suitable for detecting a release of hazardous substances from the landfill. As a result, groundwater monitoring has been discontinued.

Hazardous substances, including antimony, cadmium, copper, lead, silver, zinc, dioxins, and furans remain at the Property above levels acceptable for unrestricted land-use. Additionally, the Property has not been fully surveyed and characterized to determine if other hazardous substances above levels acceptable for unrestricted land-use also remain in soils, soil gases or groundwater.

1.4 Basis for Environmental Restrictions. Not all areas of potential contamination on the Property have been identified and characterized. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the eastern portion of the Property described above. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment from exposures to hazardous substances in soils or groundwater.

Except for the 6.45 acres of the Property occupied by KMPHS, environmental investigations of the Property to date have not included evaluation of the potential exposure to occupants of existing enclosed structures from hazardous substances in soil gases. Should any future environmental investigation show that such potential exposure presents an unacceptable health risk to such occupants, this Covenant shall be amended or an additional Covenant executed, as necessary, to prohibit further occupancy of existing enclosed structures, or condition further occupancy on the implementation of appropriate vapor mitigation measures.

ARTICLE II
DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and all successor in interest including heir and assignee, who at any time hold title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed except as stated otherwise in this paragraph 3.1. This Covenant: (a) runs with the land

pursuant to Health and Safety Code section 25355.5 and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property, excepting therefrom the 6.45 acres occupied by the Corona-Norco Unified School District as KMCHS, or unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all owners of the Property, their heirs, successors, and assignees; (b) and the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and any new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The Notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor's Parcel Number, each such Assessor's Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have

authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation;
- (b) A hospital for humans;
- (c) A public or private school for persons under 18 years of age, except for such KMCHS or other high school students who take courses on the College campus.
- (d) A day care center for children.

4.2 Prohibited Construction. Construction of any new enclosed structure to be used for any purpose is prohibited without the Department's written approval of the vapor intrusion evaluation described in this section 4.2.

Prior to construction of any new enclosed structure to be used for any purpose, the Owner shall determine if incorporation of vapor mitigation engineering controls or design alternatives ("Vapor Mitigation") is necessary and identify any related post-construction operation and maintenance requirements. A reduction in potential risk

can be achieved through engineering controls or other design alternatives that meet the specifications set forth in DTSC's "Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" and "Final Vapor Intrusion Mitigation Advisory, Revision 1," both dated October 2011, and any future revisions.

Prior to occupancy of any new enclosed structure to be used for any purpose, the Owner shall obtain the Department's written approval that any necessary vapor mitigation system has been properly constructed and is operating successfully.

4.3. Other Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Drilling for water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.
- (c) Activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, any investigative, remedial, monitoring, operation or maintenance system (e.g., cap, vapor extraction system, monitoring system, groundwater extraction system) or activity required for the Property without prior written approval of the Department.

4.4. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

- (a) No activities that will disturb the soil at or below 4 feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) in developed areas of the Property shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

(b) No activities that will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, mining, or drilling) in undeveloped areas of the Property shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

(c) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(d) The parking lots and any other areas that cover the Landfill shall be operated and maintained to ensure they constitute an adequate barrier to human exposure to the buried wastes.

4.5. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, remediation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety, or the environment.

4.6. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing the operation and maintenance activities, if any, shall have reasonable right of entry and access to the Property for the purpose of implementing such operation and maintenance activities until the Department determines that no further operation and maintenance is required.

4.7. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant, and shall submit an annual inspection report to the Department for its approval by January 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations were performed that were the basis for the statements and conclusions in the annual inspection report (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant

during the annual inspections or at any other time, the Owner must within 10 calendar days of identifying the violation (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

ARTICLE V ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including the submission of any false statement), a record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI VARIANCE, REMOVAL, AND TERM

6.1. Variance from Environmental Restrictions. Any person, may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3 Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Riverside Community College District
 Attn: Chris Carlson
 4800 Magnolia Ave.
 Riverside, CA 92506

And

 General Counsel
 Riverside Community College District
 4800 Magnolia Ave.
 Riverside, CA 92506

To Department: Department of Toxic Substances Control
Brownfields and Environmental Restoration Program
Attn: John E. Scandura
Branch Chief
5796 Corporate Avenue
Cypress, CA 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.4. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

[Signatures appear on following page(s)]

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: Riverside Community College District

By: _____

Title: Michael Burke, Ph.D. Chancellor

Date: _____

Department of Toxic Substances Control:

By: _____

Title: John E. Scandura

Branch Chief

Brownfields and Environmental Restoration Program

Date: _____

EXHIBIT "A"-LEGAL DESCRIPTION

RIVERSIDE COMMUNITY COLLEGE DISTRICT
NORCO COLLEGE

That portion of Sections 12 and 13, Township 3 South, Range 7 West, in the Rancho La Sierra per Map Book 6 at Page 70, Riverside County, California, described as follows:

BEGINNING at the most Northerly corner of that certain land as described by Quitclaim Deed recorded June 24, 1985, as Instrument No 136773, Official Records of Riverside County, California, also being the most Northerly corner of said certain land, as shown by map of Record of Survey on file in Book 76 of Records of Survey, at Page 29 thereof, Records of said County;

Thence S.82°48'35" W., a distance of 401.46 feet;

THENCE S.10°00'23"W., a distance of 394.21 feet;

THENCE S.16°16'52"W., a distance of 563.46 feet;

THENCE S.54°55'37"W., a distance of 501.78 feet;

THENCE S.34°50'42"W., a distance of 206.17 feet;

THENCE S.19°35'59"W., a distance of 309.37 feet;

THENCE S.09°43'46"E., a distance of 221.38 feet;

THENCE S.82°13'37" W., a distance of 50.33 feet;

THENCE N.63°22'16"W., a distance of 766.13 feet;

THENCE N.22°02'17"E., a distance of 24.00 feet to a tangent curve concave Southwesterly, having a radius of 294.87 feet;

THENCE Northwesterly along said curve through a central angle of 22°11'08", an arc length of 114.18 feet;

THENCE N.00°08'51"W., a distance of 562.13 feet to a tangent curve concave Southwesterly, having a radius of 639.93 feet;

THENCE Northwesterly along said curve through a central angle of 18°53'43", an arc length of 211.04 feet;

EXHIBIT "A"-LEGAL DESCRIPTION

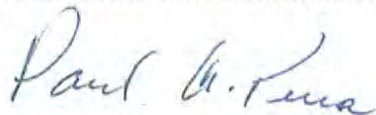
RIVERSIDE COMMUNITY COLLEGE DISTRICT
NORCO COLLEGE

THENCE N.86°25'21"W., a distance of 857.15 feet;
THENCE S.00°05'21"E., a distance of 773.69 feet;
THENCE S.89°53'27"W., a distance of 622.62 feet;
THENCE S.00°00'16"W., a distance of 1479.32 feet;
THENCE S.89°58'20"E., a distance of 2041.03 feet;
THENCE S.00°00'16"W., a distance of 60.00 feet;
THENCE S.89°58'20"E., a distance of 1155.53 feet;
THENCE N.07°30'30"E., a distance of 1621.18 feet;
THENCE N.01°12'49"E., a distance of 1362.28 feet, to **THE POINT OF BEGINNING.**

The above described land contains 142.83 acres, more or less.

See "Exhibit B" attached hereto and made a part hereof, by this reference.

This Legal Description was prepared by me or under my supervision in
Conformance with the requirements of the Land Surveyors Act



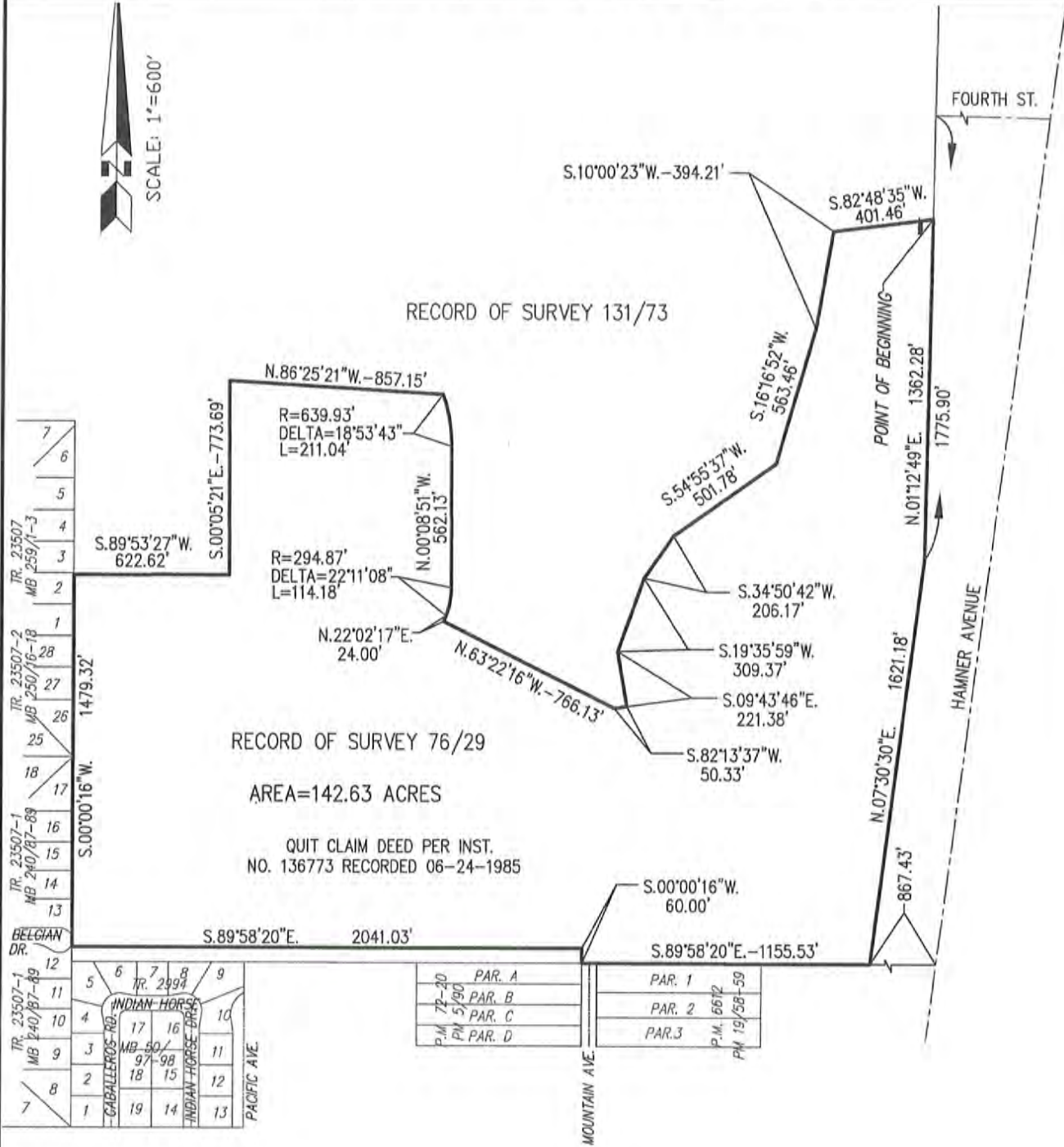
09-23-2015

Paul A. Perea, L.S. 6199
License Expires 03/31/16

Date

EXHIBIT "B"-MAP

(TO ACCOMPANY EXHIBIT "A"-LEGAL DESCRIPTION)



PREPARED BY:

KCT CONSULTANTS, INC.
 4344 LATHAM STREET, STE. 200
 RIVERSIDE, CA 92501
 (951) 341-8940
 TERRY@KCTCONSULTANTS.COM

Exhibit C

The Landfill



Note: Yellow line depicts former Landfill area.

EXHIBIT "D"**Riverside Community College - Norco Campus****Corona-Norco Unified School District****Kennedy High School Phase I and II**

Those portions of Sections 12 and 13, Township 3 South, Range 7 West, in the Rancho La Sierra, on file in Book 6 of Maps, Page 70 thereof, Records of Riverside County, California, as conveyed to Riverside Community College District by Quitclaim Deed recorded June 24, 1985 as Instrument No. 136773, Official Records of Riverside County, and as shown by map of Record of Survey on file in Book 76 of Record of Surveys, Page 29, Records of Riverside County, being described as follows:

PHASE I:

COMMENCING at the Southeast corner of said Record of Survey;

Thence N.07°30'30"E. along the easterly line of said Record of Survey, a distance of 690.21 feet, to the centerline of 3'd Street as shown by map of Record of Survey on file in Book 91 of Record of Surveys, Page 100, Records of said Riverside County, said centerline being a curve concave southerly and having radius of 1000.00 feet;

Thence along the southwesterly prolongation of said curve along a curve concave southeasterly, having a radius of 1000.00 feet, through an angle of 03°58'59" and an arc length of 69.52 feet, the initial radial line bears N.05°54'37"W.;

Thence N.09°53'36"W., a distance of 43.00 feet, to a curve concentric with and 43.00 northwesterly of said last mentioned curve;

Thence southwesterly along said concentric curve, concave southeasterly, having a radius of 1043.00 feet, through an angle of 12°31'14" and an arc length of 227.92 feet;

Thence S.67°35'10"W., a distance of 313.89 feet, to the **POINT OF BEGINNING**;

Thence S.67°35'10"W., a distance of 755.53 feet;

Thence southwesterly along a tangent curve, concave northwesterly, having a radius of 957.00 feet, through an angle of 03°16'23" and an arc length of 54.67 feet;

Thence N.09°48'55"W., a distance of 436.83 feet;

Thence N.80°11'05"E., a distance of 732.53 feet, to a line which bears N.22°24'50"W. from the Point of Beginning;

Thence S.22°24'50"E. along said line, a distance of 268.10 feet, to the Point of Beginning.

The above described parcel of land contains 6.18 acres, more or less.

PHASE II:

COMMENCING at the Southeast corner of said Record of Survey;

Thence N.07°30'30"E. along the easterly line of said Record of Survey, a distance of 690.21 feet, to the centerline of 3'd Street as shown by map of Record of Survey on file in Book 91 of Record of Surveys, Page 100, Records of said Riverside County, said centerline being a curve concave southerly and having radius of 1000.00 feet;

Thence along the southwesterly prolongation of said curve along a curve concave southeasterly, having a radius of 1000.00 feet, through an angle of 03°58'59" and an arc length of 69.52 feet, the initial radial line bears N.05°54'37"W.;

Thence N.09°53'36"W., a distance of 43.00 feet, to a curve concentric with and 43.00 northwesterly of said last mentioned curve, being the **POINT OF BEGINNING**;

Thence southwesterly along said concentric curve, concave southeasterly, having a radius of 1043.00 feet, through an angle of 12°31'14" and an arc length of 227.92 feet;

Thence S.67°35'10"W., a distance of 313.89 feet;

Thence N.22°24'50"W., a distance of 517.00 feet;

Thence N.67°35'10"E., a distance of 540.00 feet, to a line which bears N.22°24'50"W. from the Point of Beginning;

Thence S.22°24'50"E. along said line, a distance of 541.80 feet, to the Point of Beginning.

The above described parcel of land contains 6.45 acres, more or less.

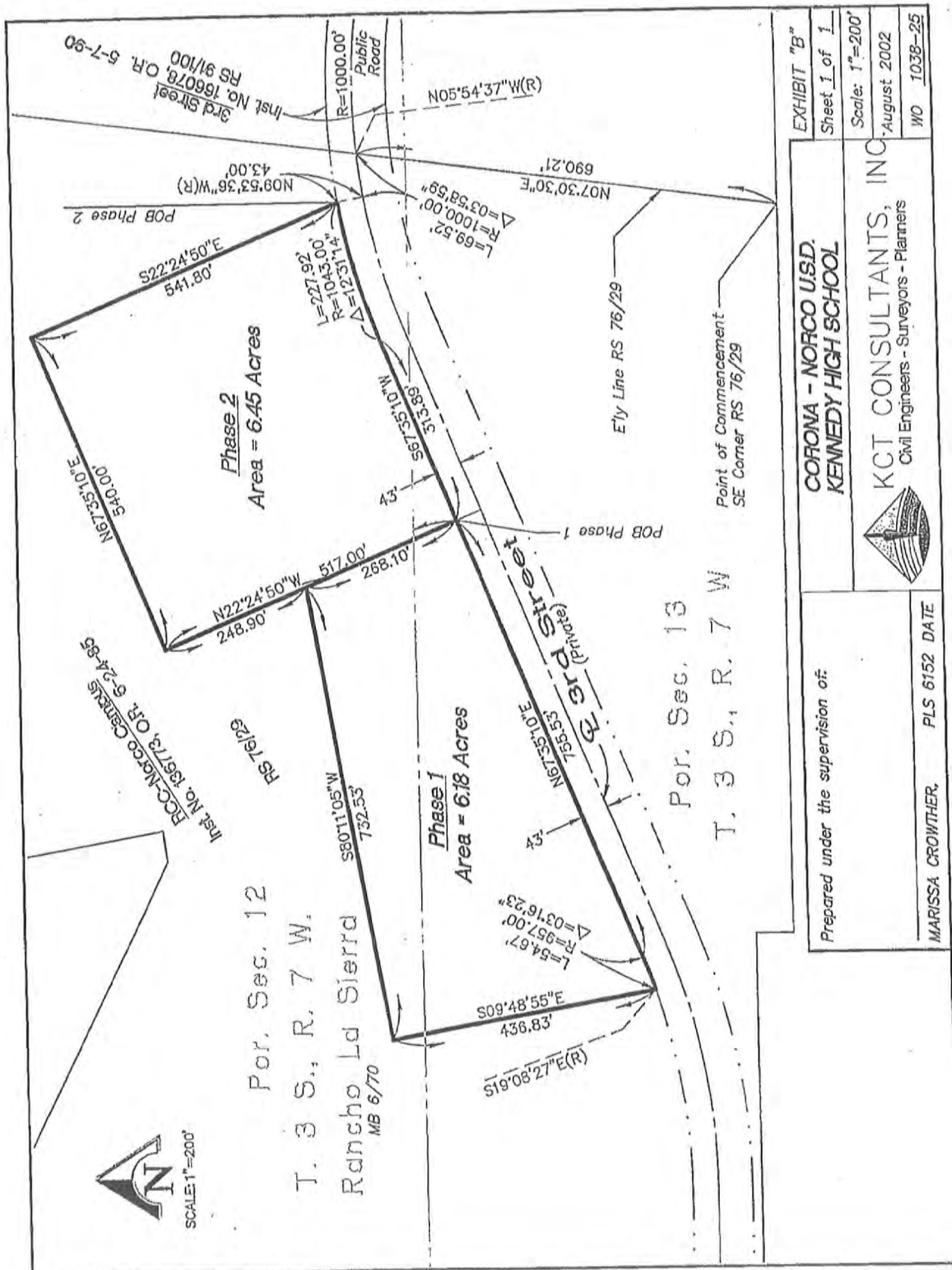
KCT CONSULTANTS, INC.

Prepared Under the Supervision of:

Marissa Crowther, PLS 6152

Date:

EXHIBIT E



SCALE: 1"=200'

EXHIBIT "B"
Sheet 1 of 1
Scale: 1"=200'
August 2002
WO 1038-25

CORONA - NORCO U.S.D.
KENNEDY HIGH SCHOOL

KCT CONSULTANTS, INC.
Civil Engineers - Surveyors - Planners



Prepared under the supervision of:

MARISSA CROWTHER, PLS 6152 DATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

(seal)

Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

_____ (seal)

Signature of Notary Public

Agenda Item (IV-E-2)

Meeting	3/1/2016 - Committee
Agenda Item	Committee - Facilities (IV-E-2)
Subject	Agreement Amendment 1 for the Dr. Charles A. Kane Student Services and Administration Building with The Vinewood Company, LLC
College/District	Riverside
Funding	College Allocated Measure C Funds
Recommended Action	It is recommended that the Board of Trustees approve Agreement Amendment 1 for the Dr. Charles A. Kane Student Services and Administration Building project at Riverside City College for additional inspection services with The Vinewood Company, LLC in the amount not to exceed \$11,268.

Background Narrative:

On November 18, 2014, the District entered into an agreement with The Vinewood Company, LLC in the amount of \$193,352 for the Dr. Charles A. Kane Student Services and Administration Building at Riverside City College. The original contract and project duration was to cover a period from November 19, 2014 to July 9, 2016.

It is requested that the Board of Trustees approve Agreement Amendment 1 in the amount not to exceed \$11,268 for extended and overtime services of the agreement between the District and The Vinewood Company, LLC for the Dr. Charles A Kane Student Services and Administration Building at Riverside City College. This amendment would bring the total cost of inspection services rendered by The Vinewood Company, LLC to \$204,620. No change in the term of the agreement is requested.

Cost for the requested amendment is within the project budget approved by the Board of Trustees and no augmentation of the project budget is required.

Prepared By: Wolde-Ab Isaac, President, Riverside
Mazie Brewington, Vice President, Business Services (Riv)
Chris Carlson, Chief of Staff & Facilities Development
Laurens Thurman, District Consultant

Attachments:

[Amendment 1_The Vinewood Company LLC](#)

FIRST (1) AMENDMENT TO AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
THE VINEWOOD COMPANY LLC
(*Riverside City College Student Services Building - DSA IOR Services*)

This document amends the original agreement between the Riverside Community College District and The Vinewood Company LLC, which was originally approved by the Board of Trustees on November 18, 2014.

The agreement is hereby amended as follows:

Additional compensation of this amended agreement shall not exceed \$11,268, including reimbursable expenses, totaling agreement to \$204,620. The term of this agreement shall remain the same.

Payments and final payment shall coincide with original agreement.

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.

THE VINEWOOD COMPANY, LLC

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Howard E. Mason Jr.
Managing Member/Principal in Charge
1854 Vinewood Street, Suite 180
La Verne, CA 91750

By: _____
Aaron S. Brown
Vice Chancellor
Business and Financial Services

Date: _____

Date: _____

Exhibit I



February 11, 2016

Laurens Thurman
Riverside City College
4800 Magnolia Ave
Riverside, California 92506

Subject: Contract # C-0004827, DSA Inspection Services for the Riverside City College, Student Services & Administration Building Project Additional Service Request #1. This Additional Service Request is due to the necessity of weekend and holiday work to keep the project on schedule and due to the delay in the installation of the elevator.

Provide all reports required by the Division of the State Architect. All reports will be copied to Riverside City College, their Architect in responsible charge and their Construction Management team.

Inspection services will be provided at a basic hourly rate of \$78.00. All inspections performed timely in conjunction with the contractors progress is the basis of this proposal. The \$78.00 per hour rates applies to services performed during normal business hours Monday through Friday, excluding holidays. Services that are required in excess of eight (8) hours per day Monday through Friday will be billed at a rate of \$117.00 per hour through (12) hours, \$156.00 per hour, Thereafter. The \$117.00 per hour rate applies to services required on Saturday, excluding holidays. All work on weekends is hourly with no minimum charge is stipulated for all service requirements on Saturday. \$156.00 per hour for all work in excess of 12 hours required on Saturdays. A rate of \$156.00 per hour will apply to services required on Sundays and holidays.

The current balance for Inspection Services through January 31, 2016 is \$23,686.00. The total projected amount to be billed is \$34,954.00.

We respectfully request \$11,268.00 be added to the contract to cover these additional costs.

Respectfully Submitted,

A handwritten signature in blue ink that reads "John Beckton".

John Beckton
The Vinewood Company LLC

Approved By _____
Riverside City College PM