

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, August 22, 2011
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

Rancho Santiago Community College District is a learning community. The college district and its colleges are committed to ensuring access and equity and to planning comprehensive educational opportunities throughout our communities. We will be global leaders in many fields, delivering cost-effective, innovative programs and services that are responsive to the diverse needs and interests of all students. We will be exceptionally sensitive and responsive to the economic and educational needs of our students and communities. The environment will be collegial and supportive for students, staff, and the communities we serve.

We will promote and extensively participate in partnerships with other educational providers, business, industry, and community groups. We will enhance our communities' cultural, educational, and economic well-being.

We will be a leader in the state in student success outcomes. Students who complete programs will be prepared for success in business, industry, careers, and all future educational endeavors. We will prepare students to embrace and engage the diversity of our global community and to assume leadership roles in their work and public lives.

Americans with Disabilities Acts (ADA)

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Recognition of Trustee Lisa Woolery

1.4 Approval of Additions or Corrections to Agenda

Action

1.5 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.

1.6 Approval of Minutes – Regular meeting of July 25, 2011

Action

1.7 Approval of Consent Calendar

Action

Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. **The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (*).**

An exception to this procedure may occur if a board member requests a specific item be removed from the consent calendar consideration for separate discussion and a separate vote.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings
- 2.6 Informational Presentation on the Budget

RECESS TO CLOSED SESSION

Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)

Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)

The following item(s) will be discussed in closed session:

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Dean
- 2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association
Child Development Centers Teachers Association
- 3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

Completion of the information on the form is voluntary. Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for board consideration.

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
- Approval of New Job Descriptions
 - Approval of Permission to Accept Outside Assignments
 - Approval of Final Salary Placements
 - Approval of Interim to Permanent Assignments
 - Approval of Extensions of Interim Assignments
 - Approval of Appointments
 - Approval of Changes of Assignments
 - Approval of Interim Assignments
 - Approval of Adjusted 2011-2012 Contract Extension Days
 - Approval of Stipends
 - Approval of Part-time/Hourly Hires/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-paid Intern Services
- 3.2 Classified Personnel Action
- Approval of Revised Job Descriptions
 - Approval of New Appointments
 - Approval of Hourly On Going to Contract Assignments
 - Approval of Out of Class Assignments
 - Approval of Changes in Positions
 - Approval of Changes in Salary Placements
 - Approval of New Appointments
 - Approval of Changes in Locations
 - Approval of Changes in Positions/Locations
 - Approval of Return to Regular Assignments
 - Ratification of Resignations/Retirements
 - Approval of Temporary Assignments
 - Approval of Changes in Temporary Assignments
 - Approval of Additional Hours for On Going Assignments
 - Approval of Substitute Assignments
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
 - Approval of Student Assistant Lists
 - Approval of C.A.M.P. \$1,200 One Time Student Stipends Summer 2011
- 3.3 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Nursing Agreement Renewal – Anaheim Regional Medical Center Action
The administration recommends approval of this clinical affiliation agreement with the Anaheim Regional Medical Center in Anaheim, California.
- *4.2 Approval of Fire Technology Agreement Renewal - City of Burbank Action
The administration recommends approval of this agreement renewal for one year with the City of Burbank in California.
- *4.3 Approval of Fire Technology Agreement Renewal - County of San Bernardino Action
The administration recommends approval of this agreement renewal with the County of San Bernardino in California.
- *4.4 Approval of Amendment #4 to CJA Agreement – County of Orange Action
The administration recommends approval of this amendment with the County of Orange in Santa Ana, California.
- *4.5 Approval of Consultancy for Document Imaging – Santa Ana College (SAC) Financial Aid Action
The administration recommends approval of the statement of work and quote from Perceptive Software.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of 2011-2012 Adopted Budget Assumptions Action
The administration recommends approval of the Adopted Budget Assumptions for the 2011-2012 fiscal year as presented.
- *5.3 Approval of Public Hearing for 2011-2012 Proposed Adopted Budget Action
The administration recommends approval of holding a public hearing on the 2011-2012 proposed Adopted Budget at the September 12, 2011, board meeting.
- *5.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for period ended June 30, 2011 Action
The administration recommends approval of the CCFS-311Q report for the period ending June 30, 2011, as presented.

* Item is included on the Consent Calendar, Item 1.7.

- 5.5 Quarterly Investment Report as of June 30, 2011 Information
The quarterly investment report as of June 30, 2011, is presented as information.
- *5.6 Approval of Appointments for Measure E Citizens' Bond Oversight Committee Action
The administration recommends approval of the appointments of the Citizens' Bond Oversight Committee as presented.
- *5.7 Approval of Legal Services Agreement with Law Offices of Gregory D. Thatch Action
The administration recommends approval of an additional authorization of \$15,000 for the Law Offices of Gregory D. Thatch to provide legal services as presented.
- *5.8 Adoption of Resolution No. 11-31 – Resolution Soliciting Lease, Design, and Construction Bids for a Memorial at Santa Ana College Orange County Sheriff's Regional Training Academy Action
The administration recommends adoption of Resolution No. 11-31 to solicit bids for the memorial at the SAC Orange County Sheriff's Regional Training Academy as presented.
- *5.9 Approval of Increase to Architect Contract – Westberg+White, Inc. Action
The administration recommends approval of the increase to the architect contract with Westberg+White, Inc., for various projects at SAC as presented.
- *5.10 Approval of Increase to Architect Contract – Westberg+White, Inc. Action
The administration recommends approval of the increase to the architect contract with Westberg+White, Inc., for streetscapes and redesign of college main entry at SAC as presented.
- *5.11 Approval of Orange County Sanitation District Fees – Settlement Agreement Action
The administration recommends approval of the General Release and Settlement Agreement with the Orange County Sanitation District as presented.
- *5.12 Approval of Lease Agreement with Exarray, Inc. Action
The administration recommends approval of the lease agreement with Exarray, Inc., and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.

* Item is included on the Consent Calendar, Item 1.7.

- *5.13 Approval of Change Order #1 for Bid #1178 for Improvements to Parking Lots #7, 9, 11, and Pacific Avenue at Santa Ana College Action
The administration recommends approval of change order #1 for Bid #1178 for Ben's Asphalt for improvements to parking lots #7, 9, 11, and Pacific Avenue at SAC as presented.
- *5.14 Adoption of Resolution No. 11-29 – Earthwork for Humanities Building at Santiago Canyon College (SCC) Action
The administration recommends adoption of Resolution No. 11-29 regarding Southern California Grading for Bid #1151 for earthwork for the Humanities building at SCC as presented.
- *5.15 Adoption of Resolution No. 11-30 for Concrete for the Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 11-30 regarding Bid #1136 for Guy Yocom Construction, Inc., for concrete on the Loop Road Extension at SCC as presented.
- *5.16 Approval of Architect Contract for Production of Statement of Probable Construction Cost at the Orange Education Center (OEC) Action
The administration recommends approval of the proposal with R²A Architecture to provide a Statement of Probable Construction Cost for OEC as presented.
- *5.17 Approval of Change Order #1 for Bid #1136 for Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Humanities building at SCC as presented.
- *5.18 Approval of Change Order #2 for Bid #1138 for Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1138 for Blazing Industrial Steel, Inc., for structural steel for the Humanities building at SCC as presented.
- *5.19 Adoption of Resolution No. 11-32 regarding Intent to Enter into an Easement with City of Orange for Traffic Control at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 11-32 regarding intent to enter into an easement with the City of Orange at SCC as presented.

* Item is included on the Consent Calendar, Item 1.7.

- *5.20 Adoption of Resolution No. 11-33 regarding Intent to Enter into an Easement with City of Orange for Traffic Right of Way at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 11-32 regarding intent to enter into an easement with the City of Orange at Santiago Canyon College as presented.
- *5.21 Approval of Renewal of Classroom Lease - Orange Unified School District (OUSD) Action
The administration recommends approval of the one-year lease of classroom space with OUSD for the period of July 1, 2011, through June 30, 2012, as presented.
- *5.22 Approval of Southern California Edison Company Electrical Facilities at Humanities Building at Santiago Canyon College Action
The administration recommends approval of additional electrical services at SCC as presented.
- *5.23 Approval of Southland Industries for Athletics/Aquatic Complex Review at Santiago Canyon College Action
The administration recommends approval of the SCC Athletics/Aquatic complex review as presented.
- *5.24 Approval of Southland Industries for Humanities Building Review at Santiago Canyon College Action
The administration recommends approval of the SCC Humanities building review as presented.
- *5.25 Approval of Notice of Completion for Bid #1064 for Baker Electric for Science Building at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for the electrical portion of the Science building at SCC as presented.
- *5.26 Approval of Notice of Completion for Bid #1065 for Athena Engineering, Inc., for Science Building at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for the HVAC portion of the Science building at SCC as presented.
- *5.27 Approval of Accuvant Agreement Action
The administration recommends approval of the site survey agreement from Accuvant in the amount of \$26,888 as presented.
- *5.28 Approval of Agreement with The Wright Group Action
The administration recommends authorization for the chancellor to renew the agreement with The Wright Group for professional services as presented.

*5.29 Approval of Rejection of Bid #1182 – Video Surveillance System and Installation Action

The administration recommends approval of rejecting all bids for Bid #1182 – Video Surveillance System and Installation and rebid as presented.

*5.30 Independent Contractor Action

The administration recommends approval of the employment of Jennifer Walsvick to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services at the rate of \$40 per hour. Dates of service are August 29, 2011, through May 31, 2012. The fee is estimated at \$28,800.

*5.31 Approval of Purchase Orders Action

The administration recommends approval of the purchase order listing for the period July 10, 2011, through August 6, 2011.

6.0 GENERAL

*6.1 Approval of Resource Development Items Action

The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Career and Technical Education Act (CTEA) Title I-C (District Operations/SAC/SCC)	\$1,311,927
- NSF TEST:UP – Year 4 (SAC)	\$ 138,738
- Talent Search – Year 3 (SAC)	\$ 320,832
- UCI Graduate Student/Faculty Internship	\$ 37,500

6.2 First Reading of Revised Board Policies Information

The following policies are presented for first reading as informational items:

- BP9003 (revised) – Membership
- BP9004 (revised) – Trustee Areas
- BP9008 (revised) – Duties of the Officers

6.3 Reports from Board Committees Information

- Board Facilities Committee
- Board Policy Committee

6.4 Board Member Comments Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on September 12, 2011.

* Item is included on the Consent Calendar, Item 1.7.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway, #107
Santa Ana, CA 92706

Board of Trustees (Regular meeting)

Monday, July 25, 2011

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:31 p.m. by Mr. Brian Conley. Other members present were Mr. John Hanna, Mr. Andrew Hanson, Mr. Larry Labrado, Mr. Mark McLoughlin, and Ms. Lisa Woolery. Mr. Phillip Yarbrough arrived at the time noted. Dr. David Chapel was not in attendance due to family business.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Lee Mallory, Professor of English as a Second Language at Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. McLoughlin, seconded by Mr. Labrado, and carried unanimously to approve a revised page (#10) to the agenda, an addendum for Item 3.1 (Management/Academic Personnel), an addendum to Item 3.2 (Classified Personnel), and a revised page for Item 6.7 (Approval to Fill Trustee Vacancy by Provisional Appointment).

1.4 Public Comment

Ms. Laura Fearn spoke regarding her request for a tuition refund.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Hanna, and carried unanimously to approve the minutes of the regular meeting held June 20, 2011.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado, seconded by Mr. Hanna, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 4.4 (Amendment to Affiliation Agreement with QuickCAPTION), Item 5.3 (Five Year Construction Plan), Item 5.17 (Change Order #2 for Bid #1144 for Roofing on SCC Humanities building), Item 5.22 (Contract with Outsource Technical for 2011-2012), and Item 6.5 (Extension of Consulting Services – Townsend Public Affairs, Inc.) removed from the Consent Calendar by Mr. McLoughlin; and Item 5.18 (Change Order #1 for Bid #1146 for Framing and Elevators for Santiago Canyon College [SCC] Humanities building) and Item 5.19 (Change Order #2 for Bid #1147 for Interiors for SCC Humanities building) removed from the Consent Calendar by Mr. Hanna.

- 4.1 Approval of Instructional Agreement with Taller San Jose
The board approved the agreement with Taller San Jose in Santa Ana, California.
- 4.2 Approval of New OTA Agreement – Yes I Can! Occupational Therapy, Inc.
The board approved the agreement with Yes I Can! Occupational Therapy, Inc. in Walnut, California.
- 4.3 Approval of OTA Agreement Renewal – Gallagher Pediatric Therapy
The board approved the agreement with Gallagher Pediatric Therapy in Fullerton, California.
- 4.5 Approval of Amendment to Affiliation Agreement with CRC Sign Language Interpreting Services
The board approved the amendment to the agreement with CRC Sign Language Interpreting Services in Canoga Park, California, for sign language interpreter services for 2011-2012.
- 4.6 Approval of Amendment to CJA Agreement – California Association of Property and Evidence Officers (CAPE)
The board approved the amendment to the agreement with California Association of Property and Evidence Officers in Salinas, California.
- 4.7 Approval of Amendment to CJA Agreement – City of Santa Ana (Santa Ana Police Department)
The board approved the amendment to the agreement with the City of Santa Ana.
- 4.8 Approval of Amendment to CJA Agreement – Tustin Police Department
The board approved the amendment to the agreement with the Tustin Police Department.

1.6 Approval of Consent Calendar – (cont.)

- 4.9 Approval of Amendment to CJA Agreement – Fullerton City Police Department
The board approved amendment to the agreement with the Fullerton City Police Department.
- 4.10 Approval of Amendment to CJA Agreement – Costa Mesa Police Department
The board approved the amendment to the agreement with the Costa Mesa Police Department.
- 4.11 Approval of Amendment to CJA Agreement – California Narcotics Officers’ Association
The board approved the amendment to the agreement with the California Narcotics Officers’ Association in Valencia, California.
- 4.12 Approval of Amendment to CJA Agreement – California Narcotic Canine Association
The board approved the amendment to the agreement with the California Narcotic Canine Association in Napa, California.
- 4.13 Approval of Amendment to CJA Agreement – Asian Gang Investigators Association of California
The board approved the amendment to the agreement with the Asian Gang Investigators Association of California in West Covina, California.
- 4.14 Approval of Amendment #2 to CJA Agreement – County of Orange
The board approved the second amendment to the agreement with the County of Orange in Santa Ana, California.
- 4.15 Approval of Clinical Affiliation Agreement for Athletic Training – Chapman University
The board approved the agreement with Chapman University in Orange, California.
- 4.16 Approval of SAC Community Services Program – Fall 2011
The board approved the proposed Santa Ana College Community Services Program for Fall 2011.
- 4.17 Approval of SCC Community Services Program – Fall 2011
The board approved the proposed Santiago Canyon College Community Services Program for Fall 2011.
- 4.18 Approval of Metropolitan Water District of Southern California Master Agreement
The board approved the contract with Metropolitan Water District of Southern California for 2011-2012.

1.6 Approval of Consent Calendar – (cont.)

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Contract Renewal – Chancellor’s Office Tax Offset Program

The board approved the renewal of the COTOP contract with the State Chancellor’s Office as presented.

5.4 Approval of Additional Architectural Services Related to Miscellaneous Repairs and ADA Upgrades to Gymnasium at Santa Ana College

The board approved additional services for the IBI Group in the amount of \$18,890.28 as presented.

5.5 Approval of Change Order #2 for Bid #1172 for Demolition of Church/Child Development Center at Santa Ana College

The board approved change order #2 for Bid #1172 for Miller Environmental, Inc., for demolition of the church/Child Development Center at SAC as presented.

5.6 Approval of Notice of Completion for Bid #1169 for Sewer and Gas Line Repairs at Santa Ana College

The board approved the notice of completion for the sewer and gas line repairs at SAC as presented.

5.7 Adoption of Resolution No. 11-24 for Electricity for Chapman Avenue Entry Road and Learning Resource Center Parking Lot at Santiago Canyon College

The board approved change order #2 for Bid #1139 for Dynalectric for electricity for the Chapman Avenue Entry Road and Learning Resource Center parking lot at SCC as presented.

5.8 Approval of Awarding Bid #1181 for Signalization Project at Santiago Canyon College

The board approved awarding Bid #1181 for the signalization project at SCC to Dynalectric as presented.

5.9 Approval of Additional Geotechnical Consulting Services at Orange Education Center

The board approved the additional fees for Ninyo & Moore for geotechnical observation and testing services for Orange Education Center as presented.

5.10 Approval of Change Order #2 for Bid #1137 for Masonry for Humanities Building at Santiago Canyon College

The board approved change order #2 for Bid #1137 for Industrial Masonry, Inc., for masonry for the Humanities building at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.11 Approval of Change Order #1 for Bid #1138 for Structural Steel for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1138 for Blazing Industrial Steel, Inc., for structural steel for the Humanities building at SCC as presented.

5.12 Approval of Change Order #5 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #5 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic Complex at SCC as presented.

5.13 Approval of Change Order #1 for Bid #1139 for Electricity for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

5.14 Approval of Change Order #3 for Bid #1140 for Plumbing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #3 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Athletic/Aquatic complex at SCC as presented.

5.15 Approval of Change Order #1 for Bid #1140 for Plumbing for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Humanities building at SCC as presented.

5.16 Approval of Change Order #1 for Bid #1143 for Glass/Glazing for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.

5.20 Approval of Change Order #2 for Bid #1147 for Interiors for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Bid #1147 for IEAS for interiors for the Athletic/Aquatic Complex at SCC as presented.

5.21 Approval of Lease Agreement with iSkupe LLC

The board approved the lease agreement with iSkupe and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.

5.23 Approval of Surplus Property

The board declared the list of equipment as surplus property and approved utilization of The Liquidation Company to conduct an auction as presented.

1.6 Approval of Consent Calendar – (cont.)

5.24 Approval of Donation of Surplus Items

The board approved the donations to Orange Unified School District - Parkside Pre-School/Kindergarten and The Vietnamese Community of Orange County, Inc., as presented.

5.25 Approval of Donation of Surplus Vehicle

The board approved the donation of a 1984 Chevrolet Diesel 70 Beverage Truck to the Fullerton School District as presented.

5.26 Approval of Purchase Orders

The board approved the purchase order listing for the period June 5, 2011, through July 9, 2011.

5.27 Approval of Renewal Agreement with Greentree Systems, Inc.

The board approved the agreement with Greentree Systems, Inc., for an additional 48 months.

6.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- Business Entrepreneurship Center (BEC) – HUB (District) \$100,000
- Business Entrepreneurship Centers Statewide Leadership (District) \$172,500
- Math Engineering and Science Achievement (MESA) Program (SAC) \$ 50,500
- Vietnamese American Technical Assistance Program (VATAP) (District) – Year 2 of 2 \$ 50,000

6.2 Adoption of Resolution No. 11-26 – California Department of Education CSPP-1354)

The board adopted the resolution agreement with the California Department of Education that authorizes the chancellor or his designee to sign the contract documents for the 2011-2012 fiscal year.

6.3 Adoption of Resolution No. 11-27 – California Department of Education (CCTR-1184)

The board adopted the resolution agreement with the California Department of Education that authorizes the chancellor or his designee to sign the contract documents for the 2011-2012 fiscal year.

6.4 Approval of Sub-Agreements between RSCCD and 23 Designated Colleges for the Faculty Entrepreneurship Project

The board approved the sub-award agreements and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreements.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board.

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

Dr. Erlinda Martinez, President, Santa Ana College
Mr. Juan Vázquez, President, Santiago Canyon College

Mr. Yarbrough arrived during Mr. Vázquez' report.

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

2.4 Reports from Student Presidents

Ms. Evelyn Sanchez, Student President, Santa Ana College, provided a report to the board.

There was no representation from Santiago Canyon College.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:25 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts

1. Public Employment (pursuant to Government Code Section 54957[b][1]) – (cont.)
 - f. Educational Administrator Appointments
 - (1) Interim Administrative Dean
 - (2) Assistant Dean
 - (3) Classified Supervisory Appointments
 - (4) Associate Deans
 - (5) Interim Assistant Vice Chancellor
 - (6) Vice President
 - g. Other Educational and Classified Administrators
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association
Child Development Centers Teachers Association
Employees Not Represented by a Union
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:54 p.m.

Closed Session Report

Mr. McLoughlin reported during closed session the board discussed the abovementioned items, and the board voted unanimously (Dr. Chapel absent) to approve the suspension of Jose Contreras, Senior Custodian/Utility Worker, for five days.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve Appointments
- Approve Adjusted Effective Date of Appointments
- Approve Interim to Permanent Assignments

3.1 Management/Academic Personnel – (cont.)

- Approve Extensions of Interim Assignments
- Approve Employment Agreements
- Approve Revised Job Descriptions/Titles
- Approve 2011-2012 Contract and Part-time Coaching Stipends
- Approve Changes of Assignments
- Approve Interim Assignments
- Approve Leaves of Absence
- Approve Final Salary Placements
- Approve Adjusted Tentative Class Placements for Appointments
- Approve 2011-2012 Contract Extension Days
- Approve 2011-2012 Faculty Coordinator Assignments/Stipends for 192 and 225 Day Faculty
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

3.2 Classified Personnel

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to approve the following action on the classified personnel docket:

- Approve Reduction in Force Lay Offs
- Approve Revised Job Descriptions
- Approve New Appointments
- Approve Hourly On Going to Contract Assignments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Assignments
- Approve Changes in Positions
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly On Going Assignments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Community Services Presenters
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

3.3 Adoption of Resolution No. 11-25 regarding Reduction in Force of Classified Staff

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to adopt Resolution No. 11-25.

3.4 Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to authorize the chancellor to renew the agreement with Liebert Cassidy Whitmore for the 2011-2012 fiscal year.

3.5 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to approve the submitted conferences and travel by board members.

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to suspend the rules and consider item 6.5 (Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.) at this time.

6.5 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Supplement to Contract for Consulting Services (#1) as presented. Discussion ensued. The motion carried unanimously.

4.0 INSTRUCTION

Items 4.1, 4.2, 4.3, and 4.5 through 4.18 were approved as part of Item 1.6 (Consent Calendar).

4.4 Approval of Amendment to Affiliation Agreement with QuickCAPTION

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to approve the amendment to the agreement with QuickCAPTION in Riverside, California, for real time computer aided captioning services for 2011-2012. Discussion ensued. The motion carried unanimously.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.4 through 5.16, 5.20, 5.21, and 5.23 through 5.27 were approved as part of Item 1.6 (Consent Calendar).

5.3 Approval of Five Year Construction Plan (2013-2017)

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Five Year Construction Plan (2013-2017) as presented. Discussion ensued. The motion carried unanimously.

5.17 Approval of Change Order #2 for Bid #1144 for Roofing on Humanities Building at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve change order #2 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented. Discussion ensued during item 5.18. The motion carried unanimously.

5.18 Approval of Change Order #1 for Bid #1146 for Framing and Elevators for Humanities Building at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve change order #1 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented. Discussion ensued on Items 5.17, 5.18 and 5. 19. The motion carried unanimously.

5.19 Approval of Change Order #2 for Bid #1147 for Interiors for Humanities Building at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve change order #2 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented. Discussion ensued during item 5.18. The motion carried unanimously.

5.22 Approval of Contract with Outsource Technical for 2011-2012

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve hiring Outsource Technical Contract programmers for the 2011-2012 fiscal year as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1 through 6.4 were approved as part of Item 1.6 (Consent Calendar). Item 6.5 was considered after Item 3.5 (page 10).

6.6 Update on District Vision Statement and Goals for 2011-2012

The draft strategic plan was provided as an update on the district's Vision Statement and Goals for 2011-2012. Discussion ensued regarding the inventory of current partnerships on district goal #7. Mr. Hanna asked that the current inventory be maintained and new companies be pursued as partners. Dr. Rodríguez reminded board members of current successful partnerships. Mr. McLoughlin asked that the pursuit of partnership efforts be consolidated in order that companies are not overwhelmed by numerous requests.

Ms. Woolery recused herself of discussion on Items 6.7 and 6.8, and left the meeting at this time.

6.7 Approval to Fill Trustee Vacancy by Provisional Appointment

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve filling the vacancy in Trustee Area 3 by provisional appointment and authorizing the chancellor to advertise the vacancy, solicit applications from interested candidates, and take all necessary actions to complete the appointment process within the time prescribed by law and Board Policy. Discussion ensued. The motion carried unanimously.

6.8 Adoption of Resolution No. 11-28 Establishing the Process to Fill Vacancy in Trustee Area 3

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to adopt Resolution No. 11-28 establishing the process and timeline to fill the vacancy in Trustee Area 3 by provisional appointment. Discussion ensued.

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to amend the motion to revise the documents with the following (shown in italics):

Candidates must reside in Trustee Area #3 which includes the communities of Orange, Villa Park, Anaheim Hills, the eastern portion of Garden Grove, as well as unincorporated areas.

After discussion, it was determined the board president and the chancellor would review and select questions to be used to interview the candidates.

It carried unanimously to approve the original motion and the amendment to the motion.

6.9 Reports from Board Committees

Mr. Labrado provided a report on the July 21, 2011, Board Facilities Committee meeting.

6.10 Board Member Comments

Mr. Yarbrough extended best wishes to Ms. Woolery on her decision to step down as a board member to raise her children.

Mr. Hanson announced that his wife is expecting. In addition, Mr. Hanson stated that his wife officially became a permanent resident of the United States on July 22nd.

Mr. McLoughlin asked that the meeting be closed in honor of Mr. Norm Fujimoto.

6.10 Board Member Comments – (cont.)

Mr. Conley extended best wishes to Mr. Hanna on his nomination for a Trustee Leadership award with the Association of Community College Trustees.

Mr. Conley reported he will be attending a meeting for the California Student Aid Commission on August 11.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on August 22, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 7:32 p.m., in honor of Mr. Norm Fujimoto for his retirement and in honor of the recent deaths of Ms. Lupe Ruiz, EOPS student advocate; Mr. John Dowden, founding RSCCD board member; and Ms. Keshia Hondo, SAC speech and communications professor.

Respectfully submitted,

Dr. Raúl Rodríguez
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: August 22, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
August 22, 2011

REVISED PAGE

MANAGEMENT

New Job Description/Attachment #1

Business Programs and Services Manager
Educational Services
Salary Level O

Permission to Accept Outside Assignment

O'Connor, Adam – To serve as a member of the Board of Directors for the Schools First Federal Credit Union, effective August 1, 2011.

Appointment

Doughty, Corine
Dean, Business and Career Technical Education Division
Santiago Canyon College

Effective: September 19, 2011
Salary Placement: B-1 \$9,849/Month

Final Salary Placement

Kennedy, James
Interim Vice President, Continuing Education Division/CEC
Santa Ana College

Effective: August 8, 2011
Salary Placement: A-2 \$10,941/Month

Interim to Permanent

Finch, John
Assistant Dean, Criminal Justice Academies
Santa Ana College

Effective: July 26, 2011
Salary Placement: F-1 \$7,109/Month
(No change)

Extensions of Interim Assignments

Stringer, Martin
Interim Dean, Math and Sciences Division
Santiago Canyon College

Effective: July 1, 2011
Salary Placement: B-2 \$10,242/Month
(No change)

Tran, Sheena
Interim Project Manager, Fiscal Services
DO

Effective: July 1, 2011
Salary Placement: E-3 \$8,436/Month
(No change)

FACULTY

Appointments

Lemus Vallejo, Cristina
Teacher
SAC East Child Development Center
Child Development Services
DO

Effective: August 22, 2011
Salary Placement: T/P-1 \$29,104/Year

Perez Zuniga, Elvia
Associate Teacher
CEC Child Development Center
Child Development Services
DO

Effective: August 22, 2011
Salary Placement: T/AT-1 \$22,257/Year

Change of Assignment

Jaros, Bonita
Coordinator, Institutional Effectiveness
and Assessment
Humanities and Social Sciences Division
Santa Ana College

Effective: July 29, 2011
From: Professor, English/ESL
Salary Placement: VII-C \$117,978
(Change from 175 Days to 192 Days)

Extension of Interim Assignment

Nichols, Teresa
Acting Master Teacher (50%)
SAC Child Development Center
Child Development Services
DO

Effective: July 1 – August 16, 2011
Salary Placement: MT/AA-1 \$35,364
(Concurrent with Regular Assignment @ 50%)

Interim Assignment

Jorquera, Paz
Acting Master Teacher (100%)
SAC Child Development Center
Child Development Services
DO

Effective: June 20, 2011 – June 30, 2012
Salary Placement: MT/AA-1 \$35,364

Final Salary Placements

Blake, Sherri
Counselor
Counseling Division
Santa Ana College

Effective: July 29, 2011
Placement: II-9 \$77,374/Year

FACULTY (CONT'D)

Final Salary Placements (cont'd)

Campitelli-Smith, Melissa
Psychologist
Health and Wellness Center
Student Services
Santiago Canyon College

Effective: July 29, 2011
Placement: VII-10 \$94,233/Year

Jin, Jungwon
Assistant Professor, Music
Fine and Performing Arts Division
Santa Ana College

Effective: August 15, 2011
Placement: VII-11 \$88,296/Year

Lockhart, Ann
Counselor/Coordinator, CARE/
CalWORKS Programs
Extended Opportunities Programs and Services
Santa Ana College

Effective: July 29, 2011
Placement: III-11 \$85,468/Year

Adjusted 2011/2012 Contract Extension Days

Kushida, Cherylee
Professor/Coordinator, Distance Education
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011
Contract Extension: 30 Days
Reason: Coordination Duties

Stipends

Leeds, Kelvin
Professor, Math
Science and Math Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,500.00
Reason: UCI Mentor Project
(Grant)

Lopez, Jorge
Assistant Professor, Biology
Science and Math Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,000.00
Reason: UCI Mentor Project
(Grant)

Morgan-Bezell, Gwendolyn
Professor, Human Development
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,000.00
Reason: UCI Mentor Project
(Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Oertel, Patricia
Assistant Professor, Microbiology
Science and Math Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,000.00
Reason: UCI Mentor Project
(Grant)

Robertson, Mario
Associate Professor, Anthropology
Humanities and Social Sciences Division
Santa Ana College

Effective: July 1, 2011
Amount: \$1,000.00
Reason: UCI Mentor Project
(Grant)

Part-time/Hourly Hires/Rehires

Austin, Nilda
Health & Wellness Center Psychologist
Student Services Division
Santiago Canyon College

Effective: August 22, 2011
Hourly Rate: \$70.00

Bootman, Ashly
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Callum, Oceana
Instructor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Cuevas, Desiree
Psychology Intern
Health and Wellness Center
Student Services Division
Santa Ana College

Effective: August 15, 2011 – June 30, 2012
Stipend Amount: \$20,000.00

Eastman, Kathy
Instructor, Occupational Therapy Assistant
Human Services and Technology Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Fernandez, Juan
Instructor, Chemistry
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

FACULTY (CONT'D)

Part-time/Hourly Hires/Rehires (cont'd)

Fleming, Jolene
Instructor, Mathematics
Math & Sciences Division
Santiago Canyon College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Flores, Jennifer
Instructor, Counseling/Counselor
Counseling Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Gonzalez, Maria
Substitute Teacher
Child Development Center
District Operations
Effective: August 8, 2011
Hourly Rate: II-1 \$17.50

Griffin, Alice
Instructor, English
Humanities and Social Sciences Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Grywalski, Maria
Instructor, Clinical Nurse
Science, Math and Health Sciences Division
Santa Ana College
Effective: August 15, 2011
Hourly Lab Rate: I-3 \$43.97

Jackson, Melanie
Instructor, Music/Jazz (equivalency)
Fine & Performing Arts Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: 1-4 \$54.32/\$46.17

Knutson, Gary
Instructor, Criminal Justice
Human Services and Technology Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Lipiz-Gonzalez, Elaine
Instructor, Counseling/Counselor
Counseling Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Lopez, David
Instructor, Music
Fine and Performing Arts Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

FACULTY (CONT'D)

Part-time/Hourly Hires/Rehires (cont'd)

Lopez-Ediss, Christine
Instructor, Counseling/Counselor
Counseling Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Mead, Frank
Instructor, Fire Technology
Human Services and Technology Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Mijares, Jackie
Instructor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Missakian, Ilona
Instructor, English
Humanities and Social Sciences Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Montalvo, Monique
Psychology Intern
Health and Wellness Center
Student Services Division
Santa Ana College
Effective: August 15, 2011 – June 30, 2012
Stipend Amount: \$20,000.00

Munz, Kristina
Instructor, English
Arts, Humanities and Social Sciences Division
Santiago Canyon College
Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Paquette, Christopher
Instructor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Penning, Kerry
Instructor, HSS/Social Science
Continuing Education Division (CEC)
Santa Ana College
Effective: August 22, 2011
Hourly Lecture Rate: II-2 \$41.97

FACULTY (CONT'D)

Part-time/Hourly Hires/Rehires (cont'd)

Rinehart, Sandra
Instructor, English
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Hourly Lecture Rate: II-3 \$54.32

Swingrover, Elizabeth
Instructor, English
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Rios, Maria
Instructor, Counseling/Counselor
Counseling Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Seyster, Barry
Instructor, ESL/EMLS
Humanities and Social Sciences Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture Rate: II-4 \$57.03

Shippey, Karla
Instructor, Global Business
Business Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Uvalle, Amanda
Instructor, English
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Hourly Lecture Rate: III-3 \$57.03

Valdez, Jorge
Instructor, Mathematics
Science & Mathematics Division
Santa Ana College

Effective: August 15, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Weissman, Ashleigh
Instructor, HSS/Bridge/Biology
Continuing Education Division (CEC)
Santa Ana College

Effective: August 22, 2011
Hourly Lecture Rate: I-2 \$40.97

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Towers, Graham
English Teaching Assistant Intern
Library, Arts, Humanities and Social
Sciences Division
Santiago Canyon College

Effective: August 23 – December 8, 2011
College Affiliation: Chapman University
Discipline: English

Tran, Angela
Social Work Intern
Disabled Students Programs and Services
Special Services Division
Santa Ana College

Effective: August 23 – May 11, 2011
College Affiliation: CSU, Long Beach
Discipline: Social Work

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

AUGUST 22, 2011

CLASSIFIEDRevised Job DescriptionsAttachments #1 & #2

Business Services Coordinator Grade 13

Marketing Specialist Grade 12

New Appointment

Hockman, Anna Effective: August 16, 2011
 Instructional Center Specialist Grade 12, Step 1 \$3653
 (CL11-0304) Science & Math/ SAC

Walczak, Katharine Effective: August 15, 2011
 Instructional Center Specialist Grade 12, Step 1 \$3653
 (CL11-0289) Humanities/ SAC

Hourly On Going to Contract

Andrade, Jose Effective: August 1, 2011
 From: Instructional Assistant Grade 7, Step 1 \$2932
 To: Instructional Ctr. Tech (CL10-0248)
 School of Continuing Education/SAC

Kay, Trevor Effective: July 1, 2011
 From: Admissions & Records Spec. I Grade 10, Step 1 + 5PG \$3427.17
 To: Admissions & Records Spec. III
 (CL11-0286)/ SAC

Out of Class Assignment

Lopez, Felipe Effective: 07/25/11 – 08/19/11
 Gardener/Utility Worker/ Admin. Services/
 SAC Grade 8, Step 4 + 2.5%L \$3625

Nguyen, Tuyen Effective: 08/15/11 – 06/30/12
 Associate Registrar/ SCC Grade K, Step 1 + 6PG \$5621
 Supervisory

Change in Position

Arredondo, Sandra
Administrative Clerk/ Counseling/ SAC
Effective: September 13, 2011
Grade 10, Step 6 \$4242
From: 12 Months/Yr To: 10 Months/Yr
RIF

Cossio, Gilbert
From: Auxiliary Services Specialist
To: Information Systems Specialist
(Reclass #696) Auxiliary Services/ SAC
Effective: July 1, 2011
Grade 11, Step 3 \$3826

Davis, Wendy
From: Senior Clerk
To: Auxiliary Services Specialist
(Reclass #694) Auxiliary Services/ SCC
Effective: July 1, 2011
Grade 10, Step 6 \$4242

Garcia, Andrea
From: Financial Aid Tech
To: Financial Aid Coordinator/ SCC
(Reorg # 712)
Effective: August 15, 2011
Grade 15, Step 1 \$4280

Gonzales-Martinez, Christine
From: Auxiliary Services Specialist
To: Information Systems Specialist
(Reclass #695) Auxiliary Services/ SCC
Effective: July 1, 2011
Grade 11, Step 6 + 6PG \$4683

Unger, Leigh
From: Graduation Specialist
To: Admissions/Record Tech Spec.
(CL11-0302) SCC
Effective: August 15, 2011
Grade 15, Step 3 \$4719

Change in Salary Placement

Herndon, Timothy
District Safety Officer
From: SCC
To: School of Continuing Education/SAC
Effective: 07/04/11
Grade 9, Step 4 \$3686

Sanchez, Salvador
From: Custodian
To: Sr. Custodian Utility Worker /Admin.
Services/ SAC
(CL11-0298)
Effective: July 18, 2011
Grade 7, Step 5 + 5% SW \$4017

CLASSIFIED HOURLY

New Appointments

Bath, Navanjot
Instructional Assistant-Biology
(CL11-0294) Science & Math/ SCC

Effective: August 15, 2011
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.64/Hour

Johnson, Nicole
Learning Facilitator (CL11-0295)
Science & Math/ SCC

Effective: July 20, 2011
Up to 19 Hours/Week School Session
Grade 8, Step A \$17.53/Hour

Change in Location

Avila, Edgar
District Safety Officer
From: SAC To: CEC

Effective: 08/29/11
Grade 9, Step A \$18.27/Hour

Mathews, Kimberly
Career Technician
From: Counseling/ SAC
To: DSPS/ SAC (Reassigned)

Effective: July 11, 2011
19 Hours/Week 12 Month
Grade 10, Step A \$19.10/Hour

Change in Position/Location

Morphew, Linda
Career Technician/ Counseling/ SAC

Effective: September 13, 2011
Grade 10, Step A + 7.5%L \$20.53/Hour
From: 19 Hours/Wk 12 Months/Yr
To: 15 Hours/Wk 10 Months/Yr
RIF

Return to Regular Assignment

Duong, Linda
Library Clerk/ SAC

Effective: August 21, 2011
19 Hours/Week 10 Month
Grade 6, Step A + 6PG \$16.20/Hour +
\$150.00/Month

Ratification of Resignation/Retirement

Correa, Eric
Instructional Assistant/ Science & Math/
SCC

Effective: July 24, 2011
Reason: Resignation

Polychrome, Mary
Instructional Assistant/ School of
Continuing Education/SAC

Effective: August 11, 2011
Reason: Resignation

Ventura, Yesenia
Transfer Center Specialist/ Counseling/
SAC

Effective: August 10, 2011
Reason: Resignation

TEMPORARY ASSIGNMENT

Aguilar, Luis
Learning Facilitator/ Health Science/ SAC

Effective: 08/29/11 – 05/18/12

Dang, Thai
Instructional Assistant/ Science & Math/
SAC

Effective: 08/23/11 – 12/12/11

De Clue, Phylisha
Instructional Assistant/ Science & Math/
SCC

Effective: 08/23/11 – 12/11/11

Diaz, Ana
Sr. Clerk/ Academic Affairs/ SAC

Effective: 08/23/11 – 12/23/11

Lo, Long
Instructional Assistant/ Science & Math/
SCC

Effective: 08/23/11 – 12/09/11
01/23/12 – 05/18/12

Nezda, Stacey
Costume Tech/ Fine & Performing Arts
SAC

Effective: 09/22/11 – 06/09/12

Nguyen, Carrie C
Admissions & Records Spec. I/ SAC

Effective: 08/23/11 – 01/10/12

Patel, Palak
Alternate Media Specialist/ DSPS/ SCC

Effective: 08/23/11 – 12/09/11
01/17/12 – 05/18/12
06/04/12 – 06/30/12

COMMUNITY SERVICE PRESENTERS
Stipends Effective July 11 – August 10, 2011

Adney, Curtis	Amount: \$ 255.78
Blackmore, Gary	Amount: \$ 1,100.00
Bradley, Sabrina	Amount: \$ 384.54
Buchanan, Carla	Amount: \$ 328.51
Bullock, James	Amount: \$ 165.30
Glicksir, Barbara	Amount: \$ 1,300.00
Gorman, Ron	Amount: \$ 696.45
Harris, Karen	Amount: \$ 812.50
Klabacha, Lindsey	Amount: \$ 210.00
Larsen, Jo Ellen	Amount: \$ 357.40
Leonard, Victoria	Amount: \$ 310.07
Levine, Renee	Amount: \$ 80.00
Mack, Karen	Amount: \$ 164.26
Meyer, Tara	Amount: \$ 480.00
Munoz, Jayne	Amount: \$ 532.50
Neal, Phyllis	Amount: \$ 450.00
Nguyen, Phuong	Amount: \$ 121.80
Nolasco, Jeffrey	Amount: \$ 862.50
Potter, John	Amount: \$ 385.00
Rivera, Rodrigo	Amount: \$ 246.38
Roman, Carol	Amount: \$ 420.00

**HUMAN RESOURCES CLASSIFIED DOCKET
AUGUST 22, 2011**

Revised Page 8

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective July 11 – August 10, 2011

Sheldon, Joel	Amount: \$ 260.00
Shoro, Natasha	Amount: \$ 350.00
Watson, Katherine	Amount: \$ 143.72

VOLUNTEERS

Aquino, Alana Non Student/ Exercise Science/ SAC	Effective: 08/23/11 – 06/01/12
Hamedani, Bahar Non Student/ Exercise Science/ SAC	Effective: 08/23/11 – 05/18/12

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Gomez, David	Effective: 08/23/11-06/30/12
Guzman, Carlos	Effective: 08/22/11-06/30/12
Martinez Marcial, Rosa Natalia	Effective: 07/27/11-06/30/12

SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST

Arcos, Leila	Effective: 07/25/11-06/30/12
Avila, Joana	Effective: 08/15/11-06/30/12
Chase In Winter, Jonathan	Effective: 07/21/11-06/30/12
Curtin, Harold James	Effective: 08/22/11-06/30/12
Fast, Brian	Effective: 08/01/11-06/30/11
Guevara, Aguilar, M. Santos	Effective: 07/25/11-06/30/12
Guevara, Felix	Effective: 07/25/11-06/30/12
Gutierrez, Nathanael	Effective: 07/25/11-06/30/12
Kitselman, Stephen	Effective: 07/18/11-06/30/12
Lezama, Maria	Effective: 07/25/11-06/30/12
Macias, Jazmin	Effective: 08/22/11-06/30/12
Orhorhaghe, Fatai	Effective: 07/25/11-06/30/12
Rodriguez, Saul	Effective: 07/25/11-06/30/12
Tielrooy, Emily	Effective: 07/25/11-06/30/12

C.A.M.P. \$1200.00 One Time Student Stipend Summer 2011

Oliveros, Yesenia	Effective: 07/01/11-08/08/11
Gutierrez, Gustavo	Effective: 07/01/11-08/08/11

Attachment #1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised August 2011

BUSINESS SERVICES COORDINATOR

CLASS SUMMARY

Under direction, plans, budgets, implements and coordinates assigned business services and entrepreneurship programs including the assignment of projects and tasks to staff, and the direction of projects and program activities; oversees the daily operations of assigned programs and services.

REPRESENTATIVE DUTIES

Plans, budgets, coordinates, directs and implements a comprehensive business/entrepreneurship program, including gratis and fee-based seminars, workshops, technical training, and counseling; oversees schedule development and selection based on evaluations, surveys, financial results and current trends; directs and coordinates production, printing and distribution of marketing materials; schedules and budgets for on and off campus facilities usage; directs the registration and collection of fees; prepares materials; invites and coordinates interviews and otherwise screens program proposals; leading to negotiations and agreements; maintains dialogue with presenters, counselors and the entrepreneurial community regarding program offerings, both in terms of expansion or deletion; prepares reports about marketing strategies, participation profiles, budgeting, effectiveness and public relations; assists in the evaluation of clients, students, presenters and counselors, and assists in making admission and hiring recommendations; prepares and maintains all agreements and other contracts with clients, presenters, counselors, etc.; manages budgets and accounts, and develops data collection instruments through the use of specialized software programs; provides feedback to presenters and counselors with regard to enrollment and student evaluations; maintains a high public relations and community relations profile that promotes the program.

ORGANIZATIONAL RELATIONSHIPS

This class reports to an assigned manager and directly oversees the daily operation of assigned program. The incumbent is responsible for task assignment within the office and works with all presenters, counselors and other personnel, and relates to the public directly.

Training and Experience

Any combination of relevant training, education and experience equivalent to a Bachelors degree or an Associate of Arts degree and two years of experience involving public contact, coordination or community relations and accounting/budget responsibilities.

Knowledge and Abilities

Good Knowledge of: business services program models designed to meet the needs of the entrepreneurial community; program tracking and monitoring systems; oral and written communication techniques; organizational procedures; accounting and budgeting procedures; record systems; word processing, databases and spreadsheets.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised August 2011

BUSINESS SERVICES COORDINATOR (continued)

DESIRABLE QUALIFICATIONS GUIDE

Ability to: plan and organize business training programs effectively; prepare a program budget; maintain effective liaison with administrative personnel, faculty, tenants, presenters, counselors, students and the entrepreneurial community; compile information and data for reports using sophisticated software; develop promotional materials; maintain accurate schedules and records using MS office and other software; work independently and responsibly; coordinate staff.

License: valid California Motor Vehicle Operator's license with a driving record that meets minimum standards established by the district's insurance carrier.

Attachment #2

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised August 2011

MARKETING SPECIALIST

CLASS SUMMARY

Under direction, works with District staff involved with contract education and economic development programs to market these programs and services to business and industry. Performs other duties as required.

REPRESENTATIVE DUTIES

Arranges and conducts meetings with business and industry to develop opportunities for economic development programs and instructional contracts; develops and organizes systems for calling, tracking, scheduling and follow-up; explores industry needs, timelines, and other requirements and conveys information to appropriate District staff; assists in development of proposals and instructional contracts; serves as liaison to local entities involved in economic development; attends meetings and delivers presentations on the District's economic development programs and services as requested; prepares promotional materials; may assist in program monitoring, reporting, and proposal preparation; performs marketing and solicitation as assigned.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated manager.

DESIRABLE QUALIFICATIONS GUIDE

Training and Experience

Any combination of training, education and/or experience equivalent to a Bachelor's degree with two years of experience in marketing required.

Knowledge and Abilities

Knowledge of: local business and industry; marketing principles; proposal and contract development.

Ability to: communicate effectively verbally and in writing; effectively interact with industry as well as District personnel; independently manage time and coordinate workload; devise and prepare reporting systems; operate computer equipment and appropriate software.

License: possess a valid California Motor Vehicle Operator's license with a driving record that meets the minimum standards established by the District's insurance carrier.

Board of Trustees
August 22, 2011

Conference Docket
No. 3.3

CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

ADVISORY COMMITTEE ON LEGISLATION
Sacramento, CA – September 2, 2011

1 Board Member
(John Hanna)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: August 22, 2011
Re: Approval of Nursing Agreement Renewal – Anaheim Regional Medical Center	
Action: Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Anaheim Regional Medical Center, located in Anaheim, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement renewal covers the scope of programs' operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed and approved by RSCCD Risk Management and college staff. The agreement carries no costs or other financial arrangements and is in effect for two years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Anaheim Regional Medical Center.

Fiscal Impact: None	Board Date: August 22, 2011
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Dr. Raúl Rodríguez, Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of July 12, 2011 (the “Effective Date”) between Rancho Santiago Community College District (“School”) and AHMC Anaheim Regional Medical Center LP, a California limited partnership doing business as AHMC Anaheim Regional Medical Center (“Hospital”).

RECITALS:

A. School offers to enrolled students various programs in the field of nursing (individually or collectively “Program”).

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California (“State”).

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its Program at Hospital, which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

- (5) supervision of students and their performance at Hospital;
- (6) participation, with the students, in Hospital's Quality Assurance and related programs; and
- (7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. Hospital has and shall retain at all times professional and

administrative responsibility for services provided hereunder, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Program Participants under this Agreement.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual receive proper training on the basics of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and provide Hospital with evidence that such training has been completed satisfactorily by the individual. School shall make records of such training available to Hospital promptly, and without charge, upon Hospital's request. Further, prior to a faculty member's first assignment at Hospital, faculty member shall attend Hospital orientation and it shall be faculty member's responsibility to provide Hospital orientation to students on their first day of assignment at Hospital.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates) and as may be required by applicable law, neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School and Program Participants shall restrict access, use or disclosure of any patient or medical record information regarding Hospital patients to persons with a direct need for medical diagnosis, treatment or other lawful use permitted by any State or federal statutes or regulations governing the lawful access, use or disclosure of medical information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time. School shall notify Hospital in writing within three (3) days after School becomes aware of any breach of this Section 7.c.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy and security regulations as contained in 45 C.F.R. Parts 160 and

164 (collectively, the “Regulations”). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, “Protected Health Information”) to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program for Hospital’s training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital’s obligations under the limited data set standard. A student may disclose a patient’s health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School’s use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient’s personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient’s personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School’s or Program Participant’s possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance

covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM; TERMINATION.**

a. **Term.** The term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall, and shall cause Program Participants to, either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** Each party shall defend, indemnify and hold the other party harmless from and against any and all liability and costs, including reasonable attorneys' fees, resulting directly or indirectly from the performance of its obligations hereunder by the indemnifying party, its students, representatives, agents or subcontractors. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Orange County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided

SAC-11-035

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all counterparts shall constitute but one and the same document.

20. **REGULATORY REFERENCES.** A reference in this Agreement to a section in any statute or regulation means the section as in effect or as amended.

SCHOOL:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Fiscal Services/
Business Operations

HOSPITAL:

AHMC ANAHEIM REGIONAL MEDICAL
CENTER LP D/B/A AHMC ANAHEIM
REGIONAL MEDICAL CENTER

By: _____
Name:
Title:

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of participation in the Program operated by Rancho Santiago Community College District (“School”) at AHMC Anaheim Regional Medical Center (“Hospital”) in accordance with the Affiliation Agreement between School and Hospital, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Print Name:

Witness

EXHIBIT B

**AHMC ANAHEIM REGIONAL MEDICAL CENTER
STATEMENT OF CONFIDENTIALITY**

1. I understand that ALL information (patient, financial, administrative, physician, employee, etc.) is strictly confidential and is to be used only in the performance of my assigned duties at AHMC Anaheim Regional Medical Center (“ARMC”). The information gained via access to ARMC Information System(s) cannot be altered, copied, transmitted (electronic/faxed), or divulged to others, without the express permission of my supervisor, or as part of my assigned duties.

All patient health information is confidential and cannot be discussed with others, unless as part of direct patient care.

I agree to render unreadable, prior to disposal, any printed copy of confidential information gained through access to an ARMC Information System(s) or other means.

2. I understand that the username and password issued to me is a unique code that identifies me to the ARMC Information System(s). If at any time I feel that the confidentiality of my code has been compromised, I will notify the ARMC ISD Helpline (714-999-6002) immediately so that the username/password can be changed. I understand that I will be prompted to change my unique password every **90** days.
3. I acknowledge that I do not have the right to privacy as to any information or file maintained in or on ARMC’s property or transmitted or stored through its computer systems, voice mail, e-mail or other technical resources. I understand that I may access only files or programs, whether computerized or not, that I have permission to enter.
4. Access to the Internet (where provided) is strictly for business purposes. Any usage outside the confines of business access is prohibited.
5. I understand that if I disregard the confidentiality of my signature code, use the code of another person, or fail to comply with the above policies, I will be committing a breach of confidentiality and will be subject to disciplinary action and/or termination.

Please indicate by your signature below that you have read, understand, and agree with the above. A copy will also be placed on file with the ARMC Information Services Department.

Company: _____

Department: _____

Print Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Fire Technology Agreement Renewal: City of Burbank	
Action:	Request for Approval	

BACKGROUND

This renewal agreement allows our District to deliver a Fire Technology Wellness curriculum to Burbank Fire personnel. The extension of the agreement will provide a class for 120 officers of the City of Burbank.

ANALYSIS

The renewal agreement is administered in compliance with guidelines issued by the State of California Community College Chancellors Office. This contract will produce approximately 24 FTE. The agreement has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal for one year with the City of Burbank in Burbank, California.

Fiscal Impact:	None	Board Date: August 22, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

CLASSROOM TRAINING AGREEMENT

DATE: July 14, 2011

PARTIES: "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Judie Wilke
Title: Management Services Director
Telephone: (818) 238-5026

Mailing Address: 301 East Olive Avenue, STE 300
Po Box 6459
Burbank, CA 91510-1232

"INSTRUCTOR"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Representative: Name: TERRI WANN
Title: Physical Fitness Professor/Coordinator
-Fire Technology Department
Telephone: (714) 564-6861

Mailing Address: 1530 West 17th Street
Santa Ana, CA 92706-3398

TERM: Commencement Date: July 1, 2011
Completion Date: June 30, 2012

COST: **NOT TO EXCEED** **\$8,960.00**

1.0 Services. The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Burbank Fire Department on behalf of the Management Services Department. The estimated number of students that will participate in the class will be approximately 140. The Wellness Class will begin in July 2011 and be completed in July 2012. The class will include the following:

The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. This is a fitness evaluation not a medical assessment a doctor does not evaluate the results. Students are encouraged to take their individualized fitness profile to their doctor for review.

Individualized Fitness Assessment Results Profile will be provided to each participant.

A minimum of 4 lectures/workshops on health, fitness, and nutrition topic will be given during the duration of the Wellness Class. Classes will be repeated two times for each shift for a total of 6 lectures/workshops to cover each topic.

Students enrolled in the Wellness Class also have access to registered dietitians, exercise physiologists, and athletic trainers throughout the year. Individual and small group sessions will be arranged throughout the class (July 2011 through July 2012) upon request. There will be no additional costs for this service.

The Management Services Department's Assistant Management Services Director-Risk Management & Safety will receive an aggregate report showing the Fire Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

The initiation of service by the Instructor will commence upon receipt of a written notice from the Designated Official authorizing Instructor to proceed, and only to the extent of such authorization.

2.0 Compensation. Client shall pay for services of Instructor the total fixed price of **\$64.00 per person (\$52.00 registration fee + \$12.00 material fee) for California Residents and \$533.00 per person for non-California Residents, not to exceed \$8,960**, No payment for expenses or labor shall be paid by Client unless it is related to services noted in Section 1 of this Agreement. Any additional increase in the cost of service must have the prior written approval and authorization of the Designated Official.

3.0 Payment. Client's payment to Instructor shall be made within thirty (30) days of the date of Instructor's invoice.

4.0 Independent Contractor. Instructor is retained and employed by Client only to the extent set forth in this Agreement, and the Instructor's relationship to the Client is that of an independent contractor. Instructor shall be free to dispose of all portions of Instructor's time and activities which Instructor is not obligated to devote to the Client in such a manner and to such

persons, firms, or corporations as the Instructor sees fit except as expressly provided in this Agreement. Instructor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

5.0 Indemnification. Both parties shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the parties, its agents, employees, or subcontractors.

Instructor shall defend, indemnify and hold harmless the Client and its officers, agents, and employees, against all losses, claims, liabilities, damages, and expenses of any nature directly or indirectly arising out of or as the result of any negligent act or omission by Instructor or the employees, agents, or subcontractors of the Instructor, in the performance of this Agreement. Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

6.0 Termination of Agreement. Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing prior to termination. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

7.0 Insurance. Instructor shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Instructor shall show Client evidence of such coverage:

7.1 Automobile Insurance. If Instructor uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage. Please attach proof of insurance as required by the Vehicle Code.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

7.2 Workers' Compensation Insurance. Workers' Compensation Insurance

and Employer's Liability Insurance on any employees of Instructor performing services under this Agreement. **This insurance cannot be waived, but does not apply if Instructor is a sole proprietor and provides a written statement to that effect.**

7.3 General Liability and Property Damage Insurance. Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client designated in this paragraph, Instructor shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit.

Waiver Approved: _____

City Attorney or designee

Management Services Director or designee

8.0 Miscellaneous Insurance Requirements.

8.1 Recovery from Instructor's Insurance. Instructor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Instructor shall look solely to its insurance for recovery.

8.2 Failure to Secure. If Instructor at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Instructor's name or as an agent of the Instructor and shall be compensated by the Instructor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Instructor as compensation under the terms of this Agreement.

9.0 Assignment. This Agreement is personal to the Instructor. Any attempt at assignment by the Instructor shall be void unless approved in writing by the Designated Official. Instructor's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative, and Instructor shall not assign another to supervise the Instructor's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

10.0 Miscellaneous Terms.

10.1 Permits and Licenses. Instructor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

10.2 Governing Law. The terms of this Agreement shall be interpreted

according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

10.3 Integrated Contract. This Agreement represents the entire Agreement between the Client and the Instructor. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

"INSTRUCTOR"

"CLIENT"

Signature

Signature

PETER J. HARDASH

JUDIE WILKE

Name (please print)

Name (please print)

Vice Chancellor Business Operations/
Fiscal Services

Management Services Director

Title

Title

ATTEST:

Office of the City Clerk

Approved as to Form and Legal Content:

Dennis A. Barlow, City Attorney

Margarita Campos, City Clerk

By: _____

Signature

Name (please print)

Senior Assistant City Attorney

Title

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To: Board of Trustees	Date: August 22, 2011
Re: Approval of Fire Technology Agreement Renewal: County of San Bernardino	
Action: Request for Approval	

BACKGROUND

This is a standard up-date of an existing inter-agency fire instructional services agreement with the County of San Bernardino. This agreement will result in registering 600 students and produce 74.4 FTE annually in the Fire Technology Program. The expenditures under this agreement will be about \$116,340 annually.

ANALYSIS

This instructional agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellors Office. This agreement shall be effective until terminated by the written notice of either party and will be reevaluated in five years. It has been reviewed by Dean Bart Hoffman and the Santa Ana College program administrators, as well as college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal with the County of San Bernardino in San Bernardino, California.

Fiscal Impact:	\$116,340 annually	Board Date: August 22, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor, RSCCD	



**SAN BERNARDINO COUNTY
FIRE PROTECTION
DISTRICT**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Orgn.	Contract Number			
<input type="checkbox"/> Change			SC	A				
<input type="checkbox"/> Cancel								
Dept.				Orgn.	Contractor's License No.			
San Bernardino County Fire Protection District								
Contract Representative				Telephone		Total Contract Amount		
Larita Manalili, Management Analyst				(909)387-6134		\$		
Contract Type								
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: <u>Training/Education services provided as needed</u>								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
				\$	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
FPD	106	805		9800		\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Rancho Santiago Community College District			FY	Amount	I/D	FY	Amount	I/D
Training & Education Agreement								

THIS CONTRACT is entered into in the State of California by and between the **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT**, hereinafter called the **COUNTY FIRE**, and

Name
 Rancho Santiago Community College District hereinafter called DISTRICT

Address
 1530 W. 17TH Street, Santa Ana, CA 92706

Telephone (714) 564 - 6855 Federal ID No. or Social Security No. 95-2696799

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**STANDARD INTER-COUNTY FIRE
INSTRUCTIONAL SERVICES AGREEMENT**

This AGREEMENT is entered into this day of _____, by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706 ("District") and the SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT ("County Fire").

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with County Fire as an independent contractor to the District; and

WHEREAS, County Fire has the personnel, expertise and equipment to provide the special services required herein; and

WHEREAS, the public interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, County Fire and District agree to the following:

PROVISIONS OF THE AGREEMENT

A. COUNTY FIRE'S RESPONSIBILITIES:

1. Services. County Fire's responsibility shall be to diligently furnish to the District the services as set forth in Attachment A, hereby incorporated into this Agreement by this reference.
2. Student Attendance Records. Records of student attendance and achievement will be maintained by County Fire. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

B. DISTRICT'S RESPONSIBILITIES:

1. Job Market Study. Prior to establishment of this vocational or occupational training program, the District's governing board shall have conducted a job market study of the labor market area and determine that the results justify the proposed vocational education program. (Educational Code 78015)
2. Educational Program. District is responsible for the educational program that will be conducted on site.
3. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
4. Instructor Who Is Not a District Employee – District's Responsibilities. Where County Fire's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full Time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of County Fire's instructor.
5. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements in other similar courses given within the District.
6. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its regular instructors on campus.

7. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the outlines of record for such courses are approved by the District's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the District's board of trustees.
8. Different Sections of Courses. District shall have procedures that insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
9. Enrollment. District will advise County Fire of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
10. Obtaining Approval of Degree and Certificate Program Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegated authority to separately approve those courses locally.
11. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of Title 5, Sections 55230-55232 concerning approval by adjoining high school or community college districts and use of non-District facilities.
12. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
13. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.1)

C. FEE

1. County Fire Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: **\$3.50** per student contact hour for all hours of instruction occurring within County Fire under approved curriculum.
2. Invoices. County Fire shall invoice the District quarterly, supplying documentation acceptable to the District of student contact hours during the quarter.

D. TERMS AND CONDITIONS

1. Facilities. County Fire and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
2. Open Enrollment. District and County Fire agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section

55005)

3. Support Services for Students. Both County Fire and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
4. Indemnification. County Fire agrees to indemnify and hold harmless the District, its officers, employees, agents and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County Fire's negligent acts or omissions which arise from County Fire's performance of its obligations under this Agreement.

The District agrees to indemnify, defend (with Counsel approved by County Fire), and hold harmless County Fire and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this Agreement.

In the event County Fire and/or the District is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County Fire and/or the District shall indemnify the other to the extent of its comparative fault.

5. Term of Agreement. This Agreement shall be in effect for a period of **five (5) years** from the date entered into as set forth at the beginning of this Agreement. Either party may cancel or terminate this Agreement without cause upon thirty (30) days prior written notice given to the other party.
6. Termination For Cause. The District may terminate this Agreement and be relieved of any consideration to County Fire should County Fire fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due County Fire under this Agreement.
7. Assignment. This Agreement shall not be assigned by County Fire either in whole or in part. Any such purported assignment voids this Agreement.
8. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
9. Amendments. No amendments of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
10. Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable attorney's fees and all other costs of such action.
11. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
12. Equal Employment Opportunity. The parties to this Agreement agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment

and intimidation on account of an individual's race, color religion, gender, sexual orientation, national origin, age, disability, or veteran status.

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

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Print or type name of corporation, company, contractor, etc.)

▶ _____
Josie Gonzales, Chair, Board of Directors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Peter J. Hardash
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

Title Vice Chancellor, Business Operations/Fiscal Services
(Print or Type)

Dated _____

By _____
Deputy

Address _____

Approved as to Legal Form

▶ _____
Counsel

Date _____

Reviewed by Contract Compliance

▶ _____

Date _____

Presented to Board for Signature

▶ _____

Date _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: August 22, 2011
Re: Approval of Amendment #4 to CJA Agreement – County of Orange	
Action: Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. We have had this partnership for thirty-nine (39) years now. This amendment extends our agreement for one year.

ANALYSIS

This amendment to an existing agreement shall remain in effect for one (1) year or until terminated by either party. This amendment has been reviewed by Dean Bart Hoffman and college staff. This amendment carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment with the County of Orange in Santa Ana, California.

Fiscal Impact:	None	Board Date: August 22, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

**AMENDMENT NUMBER FOUR
TO
AGREEMENT N100009185
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DBA: SANTA ANA COLLEGE**

This AMENDMENT NUMBER FOUR to CONTRACT number N100009185 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and **Rancho Santiago Community College District dba: Santa Ana College** (hereinafter "CONTRACTOR") with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR executed CONTRACT for Registration and Tuition Fees for Criminal Justice Academy Classes, Contract N100009185 (hereinafter "ORIGINAL AGREEMENT"), for a one-year term of September 18, 2007 through September 17, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed Contract N100009185, as Contract N200009185 (hereinafter "AMENDMENT NUMBER ONE"), for a one (1) year term of September 18, 2008 through September 17, 2009;

WHEREAS, COUNTY and CONTRACTOR renewed Contract N200009185, as Contract MA-060-10010181 (hereinafter "AMENDMENT NUMBER TWO"), for a one (1) year term of September 18, 2009 through September 17, 2010;

WHEREAS, COUNTY and CONTRACTOR renewed Contract MA-060-10010181, as Contract MA-060-11011623 (hereinafter "AMENDMENT NUMBER THREE"), for a one (1) year term of September 18, 2010 through September 17, 2011;

WHEREAS, COUNTY and CONTRACTOR desire to renew ORIGINAL AGREEMENT to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL AGREEMENT;

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Rancho Santiago Community College District
dba: Santa Ana College
SAC-09-001C

I
MA-060-12010183

NOW THEREFORE, in consideration of the mutual obligations set forth herein, Both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Section A, **Term**, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. Term:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/07 through and including 9/17/12, unless otherwise terminated by COUNTY. The period of 9/18/07 through 9/17/08 shall be known as Contract number N1000009185. The period of 9/18/08 through and including 9/17/09 shall be known as Contract number N2000009185. The period of 9/18/09 through and including 9/17/10 shall be known as Contract number MA-060-10010181. The period of 9/18/10 through and including 9/17/11 shall be known as Contract number MA-060-11011623. The period of 9/18/11 through and including 9/17/12 shall be known as Contract number MA-060-12010183.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract N1000009185) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract N2000009185) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-10010181) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-11011623) is attached hereto as Exhibit D and incorporated by this reference.
6. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, and AMENDMENT NUMBER THREE to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on September 17, 2011 are hereby extended to September 17, 2012.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FOUR.

***Contractor: Rancho Santiago Community College District dba: Santa Ana College**

Vice-Chancellor

By: _____ Title: Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: _____

***Contractor: Rancho Santiago Community College District dba: Santa Ana College**

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

County Of Orange

A political subdivision of the State of California

By: _____ Title: _____

Print Name: _____ Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Financial Aid

To: Board of Trustees	Date: August 22, 2011
Re: Approval of Consultancy for Document Imaging – Santa Ana College Financial Aid	
Action: Request for Action	

BACKGROUND

In August, 2010, SAC Financial Aid implemented ImageNow, a document imaging system by Perceptive Software. A year later, the SAC financial aid office needs additional consultation to expand functionality of the system.

ANALYSIS

The financial aid office has been imaging its historic documents, and now needs to expand the system's functionality to assist with the processing of the office's current document workflow. The software and hardware has already been purchased. The financial aid office now needs additional training and consultation to implement the additional functionality.

The document imaging system currently provides more secure document storage as well as quicker document retrieval and less need for file cabinets and storage. The additional functionality will speed the processing of financial aid and reduce the time required to file and retrieve student documents resulting in better service for students as well as many students' financial aid being disbursed sooner. The source of funding to support this additional training and consultancy is categorical (Board Financial Assistance Program/BFAP).

RECOMMENDATION

It is recommended that the Board of Trustees approve the statement of work and quote from Perceptive Software.

Fiscal Impact:	\$16,100 (100% categorical funding through BFAP)	Board Date: August 22, 2011
Prepared by:	Robert Manson, Associate Dean – Financial Aid, Santa Ana College Sara Lundquist, Ph.D., Vice President, Student Services, SAC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, SAC	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	



STATEMENT OF WORK
FOR
Rancho Santiago Community College
District
Santa Ana College
July 11, 2011

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STATEMENT OF WORK

OBJECTIVES

The general objectives for this deployment address the following business needs:

- Review and analyze currently deployed ImageNow solution for Santa Ana College Financial Aid Department with 1-2 departmental Admin(s), including the following areas:
 - Document Prep and Scanning
 - Indexing Structure and Workflow
 - Document Security
 - LearnMode Configuration with Datatel
 - Custom Developed Solutions for Financial Aid
 - Rancho MailMerge
 - Rancho_ProjectCreation.js
 - Rancho_UpdateChecklist.js
- Confirm implementation of Financial Aid solution is working as designed by running documents through the solution from end to end. Confirm solution is working with 1-2 Santa Ana College departmental Admin(s).
- Provide suggestions for any improvements identified for the solution while onsite.
- Update any scripting to correct or improve processes.
- Train users on management and use of system and assist with any implementation tasks as needed such as software installations, setup, testing, documentation, etc. within the budget allotted for the project.

PERCEPTIVE SOFTWARE DELIVERABLES

- **Daily Status Reports** – During the onsite portion of the project, the Consultant will provide written daily status reports of progress, issues and next steps.
- **Solution Design Document** – At the completion of the project, the Consultant will provide an updated Solution Design Document of the Financial Aid Solution.

PERCEPTIVE SOFTWARE RESPONSIBILITIES

Perceptive Software is responsible for executing delivery of the prioritized list of objectives identified above, including planning, solution design, configuration and testing of the Financial Aid Solution.

SANTA ANA COLLEGE RESPONSIBILITIES

The services estimated for this deployment are based on a proactive customer who assumes heavy responsibility for the project as well as tight scope management. We advise you to use all available support mechanisms offered by Perceptive Software, including the Perceptive Software Customer Portal and phone support. Santa Ana College will be responsible for the following:

- **Attend Administrator Training:** We recommend sending two attendees to ImageNow Fundamentals for Administrators training in Kansas City or via the web. This includes a system administrator as well as a business process owner.
- **Technical Environment:** Your IT staff should provide, configure and maintain the server hardware operating system, database and network environment.
- **Disaster Recovery and Contingency Planning:** You are responsible for performing routine scheduled backups and maintaining disaster recovery and contingency plans.
- **Training Documentation:** Generally, you are responsible for all end user training materials. The materials can be created by the customer during the on-site implementation through screen shots of the system and by using online help. Estimates for the creation of solution specific documentation can be provided if desired.
- **Hardware:** Santa Ana College is responsible providing Perceptive Software with network access for all hardware components required for the deliverables set forth in this Statement of Work.
- **Site:** Santa Ana College is responsible for site preparation before Perceptive Software representatives arrive. Santa Ana College shall arrange for parking, security badges, access codes, and clearances to ensure that Perceptive Software has access to the work site.

MISC

TRAVEL

Travel and expenses will be billed as incurred. Perceptive Software uses a per diem system for project related meal expenses based on approved GSA rates by location. Perceptive Software will not use GSA rates for lodging. Actual lodging expense will be invoiced as incurred.

- Cancellation requests received 10 or more business days prior to the first scheduled day onsite are accepted at no charge.
- Cancellation requests received 9 or fewer business days prior to the first scheduled day onsite are subject to a charge equal to 100 percent of the original scheduled time onsite.
- Any additional travel expenses resulting from the cancellation will be billed to the customer.

ASSUMPTIONS

- ***Any Services that are not explicitly identified in the Services in Scope section above will be considered out of scope. These services may be purchased for an additional charge.***
- Cost and schedule details are estimates only and may adjust depending on the overall scope of the project and/or to the extent Santa Ana College requests assistance and/or training.
- It is assumed that the Financial Aid solution has already been implemented under a previous implementation, and this project will serve mostly as an implementation review and confirmation as well as a refresher course for Santa Ana College's power users to prepare them for go-live.
- For budgetary purposes, a small amount of solution development services have been included for the purpose of handling any small tweaks that may need to be made to existing iScripts that have been previously implemented for the in scope solution. If large changes or new iScripts are required that exceed the budgeted services, a scope change will need to be approved before these change can be made.
- It is assumed the Santa Ana College's project manager will prioritize the in scope areas listed above for the Consultant to work on in sequence during the time onsite. This will allow Perceptive Software to assist on the most critical identified areas in the event the original budgeted time is insufficient to cover all areas identified above.

CUSTOMER Signature

Perceptive Software, LLC Signature

Signature Date

Signature Date



Quote Form for : Rancho Santiago Community College District
 Quote No: OP-56912
 Date: 7-13-2011
 Proposed By: Stephanie Jones
Please sign and fax to 913-422-3820

ORDER FORM

Address Information:
Bill To:
 Robert Manson
 2323 N. Broadway
 Santa Ana, California, 92706
 manson_robort@sac.edu

Ship To:
 Robert Manson
 2323 N. Broadway
 Santa Ana, California, 92706
 manson_robort@sac.edu

Terms and Conditions:
Pricing Valid Through: 10-11-2011
Billing Method: Email
Currency: USD

PROFESSIONAL SERVICES

Qty	Description	PM \$225	CON \$200	SDE \$250	Total
1	Santa Ana - Financial Aid Implementation <i>See SOW for details</i>	\$2,250	\$12,600	\$1,250	\$16,100.00

SUBTOTAL - PROFESSIONAL SERVICES \$16,100.00
**Professional Service estimated hours quoted will be billed as incurred on a monthly basis. Actual hours invoiced may be higher or lower than the estimated hours provided within. If scope or requirements change, additional services will be quoted accordingly. Travel and expenses are billed as incurred.*

TOTAL ORDER AMOUNT	
	Extended Price
TOTAL ONE TIME FEES	\$16,100.00

PURCHASE ORDER NOTICE	
<p>YES, a PO is required by the Customer. *</p> <p>_____</p> <p>(Initials)</p>	<p>Purchase Order #: _____</p>
<p>NO, a PO is NOT required by the Customer.</p> <p>_____</p> <p>(Initials)</p>	<p>* If a PO is required the PO Number must be inserted above upon Customer's execution of this instrument. Any terms and conditions appearing in any Purchase Order shall have no effect unless agreed to in writing by both parties hereof.</p>

Rancho Santiago Community College District

Perceptive Software, LLC

Signature _____
 Title _____
 Name _____
 Date _____

Signature _____
 Title _____
 Name _____
 Date _____

Rancho Santiago Comm Coll District

Board Meeting of 08/22/11

AP0020

Check Registers Submitted for Approval
 Checks Written for Period 07/16/11 thru 08/12/11

Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51509	General Fund Unrestricted	92,161.00	0.00	92,161.00	92*0287888	92*0287966
51510	General Fund Unrestricted	66,659.00	0.00	66,659.00	92*0287967	92*0288046
51528	General Fund Unrestricted	101,585.60	0.00	101,585.60	92*0288110	92*0288190
51529	General Fund Unrestricted	62,633.00	0.00	62,633.00	92*0288191	92*0288274
51530	General Fund Unrestricted	67,664.75	0.00	67,664.75	92*0288275	92*0288362
51552	General Fund Unrestricted	484.44	0.00	484.44	92*0288450	92*0288450
51553	General Fund Unrestricted	671.41	0.00	671.41	92*0288452	92*0288455
51554	General Fund Unrestricted	1,850.92	0.00	1,850.92	92*0288457	92*0288457
51555	General Fund Unrestricted	1,764.70	0.00	1,764.70	92*0288462	92*0288464
51556	General Fund Unrestricted	19,800.00	0.00	19,800.00	92*0288465	92*0288466
51557	General Fund Unrestricted	22,468.42	0.00	22,468.42	92*0288469	92*0288469
51558	General Fund Unrestricted	910.73	0.00	910.73	92*0288470	92*0288470
51559	General Fund Unrestricted	4,517.00	0.00	4,517.00	92*0288472	92*0288472
51560	General Fund Unrestricted	32,429.64	0.00	32,429.64	92*0288473	92*0288477
51562	General Fund Unrestricted	2,404.82	0.00	2,404.82	92*0288480	92*0288480
51564	General Fund Unrestricted	24,598.42	0.00	24,598.42	92*0288482	92*0288482
51566	General Fund Unrestricted	404.18	0.00	404.18	92*0288485	92*0288485
51567	General Fund Unrestricted	7,600.00	0.00	7,600.00	92*0288489	92*0288490
51568	General Fund Unrestricted	1,520.00	0.00	1,520.00	92*0288491	92*0288492
51569	General Fund Unrestricted	10,013.14	0.00	10,013.14	92*0288493	92*0288493
51570	General Fund Unrestricted	26,200.00	0.00	26,200.00	92*0288494	92*0288494
51571	General Fund Unrestricted	1,550.00	0.00	1,550.00	92*0288495	92*0288501
51576	General Fund Unrestricted	992.82	0.00	992.82	92*0288510	92*0288512
51577	General Fund Unrestricted	2,553.06	0.00	2,553.06	92*0288513	92*0288513
51579	General Fund Unrestricted	1,950.80	0.00	1,950.80	92*0288521	92*0288521
51580	General Fund Unrestricted	859.73	0.00	859.73	92*0288524	92*0288527
51582	General Fund Unrestricted	1,137.80	0.00	1,137.80	92*0288531	92*0288537
51583	General Fund Unrestricted	8,861.88	0.00	8,861.88	92*0288538	92*0288539
51586	General Fund Unrestricted	2,761.00	0.00	2,761.00	92*0288544	92*0288544
51587	General Fund Unrestricted	155,600.16	0.00	155,600.16	92*0288545	92*0288545
51588	General Fund Unrestricted	1,287.31	0.00	1,287.31	92*0288546	92*0288550
51589	General Fund Unrestricted	8,363.85	0.00	8,363.85	92*0288552	92*0288554
51590	General Fund Unrestricted	111,573.00	0.00	111,573.00	92*0288555	92*0288555
51591	General Fund Unrestricted	1,403.99	0.00	1,403.99	92*0288556	92*0288562
51592	General Fund Unrestricted	875.87	0.00	875.87	92*0288566	92*0288568
51593	General Fund Unrestricted	894.15	0.00	894.15	92*0288569	92*0288572
51594	General Fund Unrestricted	11,577.50	0.00	11,577.50	92*0288574	92*0288574
51596	General Fund Unrestricted	106.76	0.00	106.76	92*0288581	92*0288581
51598	General Fund Unrestricted	1,510.09	0.00	1,510.09	92*0288586	92*0288588
51599	General Fund Unrestricted	13,261.01	0.00	13,261.01	92*0288592	92*0288592
51600	General Fund Unrestricted	5,500.00	0.00	5,500.00	92*0288593	92*0288595

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Check Registers Submitted for Approval
 Checks Written for Period 07/16/11 thru 08/12/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51601	General Fund Unrestricted	920.00	0.00	920.00	92*0288597	92*0288601
51604	General Fund Unrestricted	5,045.04	0.00	5,045.04	92*0288611	92*0288613
51605	General Fund Unrestricted	1,949.38	0.00	1,949.38	92*0288614	92*0288619
51606	General Fund Unrestricted	993.12	0.00	993.12	92*0288621	92*0288624
51607	General Fund Unrestricted	1,679.83	0.00	1,679.83	92*0288625	92*0288629
51612	General Fund Unrestricted	319.20	0.00	319.20	92*0288638	92*0288638
51613	General Fund Unrestricted	15,315.03	0.00	15,315.03	92*0288639	92*0288639
51615	General Fund Unrestricted	18,409.00	0.00	18,409.00	92*0288641	92*0288668
51616	General Fund Unrestricted	15,710.20	0.00	15,710.20	92*0288669	92*0288679
51617	General Fund Unrestricted	94,117.58	0.00	94,117.58	92*0288680	92*0288680
51618	General Fund Unrestricted	6,021.03	0.00	6,021.03	92*0288682	92*0288683
51619	General Fund Unrestricted	2,146.35	0.00	2,146.35	92*0288684	92*0288690
51620	General Fund Unrestricted	85.00	0.00	85.00	92*0288691	92*0288691
51621	General Fund Unrestricted	2,107.80	0.00	2,107.80	92*0288693	92*0288703
51624	General Fund Unrestricted	971,930.47	0.00	971,930.47	92*0288706	92*0288709
51627	General Fund Unrestricted	8,717.37	0.00	8,717.37	92*0288714	92*0288716
51628	General Fund Unrestricted	697,940.67	0.00	697,940.67	92*0288717	92*0288717
51629	General Fund Unrestricted	14,680.00	0.00	14,680.00	92*0288718	92*0288718
51630	General Fund Unrestricted	1,398.00	0.00	1,398.00	92*0288723	92*0288724
51632	General Fund Unrestricted	26,322.41	0.00	26,322.41	92*0288732	92*0288736
51636	General Fund Unrestricted	15,217.87	0.00	15,217.87	92*0288746	92*0288748
51637	General Fund Unrestricted	15,350.72	0.00	15,350.72	92*0288749	92*0288752
51638	General Fund Unrestricted	23,829.12	0.00	23,829.12	92*0288753	92*0288760
51639	General Fund Unrestricted	1,383.87	0.00	1,383.87	92*0288761	92*0288764
51640	General Fund Unrestricted	620.82	0.00	620.82	92*0288765	92*0288769
51644	General Fund Unrestricted	1,581.50	0.00	1,581.50	92*0288776	92*0288785
51645	General Fund Unrestricted	153,093.03	0.00	153,093.03	92*0288786	92*0288788
51649	General Fund Unrestricted	2,077.00	0.00	2,077.00	92*0288792	92*0288796
51650	General Fund Unrestricted	5,183.86	0.00	5,183.86	92*0288798	92*0288800
51651	General Fund Unrestricted	21,573.21	0.00	21,573.21	92*0288801	92*0288802
51652	General Fund Unrestricted	1,839.50	0.00	1,839.50	92*0288803	92*0288807
51653	General Fund Unrestricted	12,150.30	0.00	12,150.30	92*0288808	92*0288808
51654	General Fund Unrestricted	1,258.02	0.00	1,258.02	92*0288809	92*0288811
51655	General Fund Unrestricted	2,834.70	0.00	2,834.70	92*0288812	92*0288813
51656	General Fund Unrestricted	1,328.70	0.00	1,328.70	92*0288814	92*0288822
51660	General Fund Unrestricted	10,977.00	0.00	10,977.00	92*0288832	92*0288833
51661	General Fund Unrestricted	12,552.00	0.00	12,552.00	92*0288836	92*0288838
51662	General Fund Unrestricted	604.30	0.00	604.30	92*0288842	92*0288844
51664	General Fund Unrestricted	63,410.91	0.00	63,410.91	92*0288848	92*0288851
51665	General Fund Unrestricted	0.00	0.00	0.00	92*0288852	92*0288854
51666	General Fund Unrestricted	278.00	0.00	278.00	92*0288858	92*0288858

Check Registers Submitted for Approval
Checks Written for Period 07/16/11 thru 08/12/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51667	General Fund Unrestricted	592.80	0.00	592.80	92*0288859	92*0288860
51668	General Fund Unrestricted	11,843.62	0.00	11,843.62	92*0288861	92*0288865
51669	General Fund Unrestricted	418.44	0.00	418.44	92*0288866	92*0288869
51672	General Fund Unrestricted	1,140.05	0.00	1,140.05	92*0288882	92*0288887
51673	General Fund Unrestricted	8,740.61	0.00	8,740.61	92*0288888	92*0288898
51674	General Fund Unrestricted	20,142.50	0.00	20,142.50	92*0288899	92*0288899
51678	General Fund Unrestricted	3,767.50	0.00	3,767.50	92*0288909	92*0288922
51679	General Fund Unrestricted	199.00	0.00	199.00	92*0288923	92*0288923
51680	General Fund Unrestricted	4,450.00	0.00	4,450.00	92*0288924	92*0288925
51681	General Fund Unrestricted	944.72	0.00	944.72	92*0288928	92*0288933
51682	General Fund Unrestricted	17,167.00	0.00	17,167.00	92*0288934	92*0288934
51683	General Fund Unrestricted	805.04	0.00	805.04	92*0288936	92*0288937
51684	General Fund Unrestricted	6,696.72	0.00	6,696.72	92*0288938	92*0288948
51687	General Fund Unrestricted	1,437.89	0.00	1,437.89	92*0288964	92*0288966
51688	General Fund Unrestricted	9,795.03	0.00	9,795.03	92*0288970	92*0288972
51689	General Fund Unrestricted	3,183.24	0.00	3,183.24	92*0288973	92*0288980
51690	General Fund Unrestricted	3,309.39	0.00	3,309.39	92*0288981	92*0288989
51691	General Fund Unrestricted	503.81	0.00	503.81	92*0288992	92*0288993
51692	General Fund Unrestricted	515.50	0.00	515.50	92*0288997	92*0289003
51693	General Fund Unrestricted	454.60	0.00	454.60	92*0289005	92*0289008
51694	General Fund Unrestricted	18,804.62	0.00	18,804.62	92*0289010	92*0289014
51699	General Fund Unrestricted	1,582.70	0.00	1,582.70	92*0289027	92*0289032
51700	General Fund Unrestricted	695.99	0.00	695.99	92*0289038	92*0289039
51701	General Fund Unrestricted	6,145.20	0.00	6,145.20	92*0289040	92*0289046
51703	General Fund Unrestricted	18,619.55	0.00	18,619.55	92*0289051	92*0289052
51704	General Fund Unrestricted	1,109.34	0.00	1,109.34	92*0289053	92*0289058
51710	General Fund Unrestricted	1,693.00	0.00	1,693.00	92*0289065	92*0289070
51713	General Fund Unrestricted	356.25	0.00	356.25	92*0289086	92*0289088
51714	General Fund Unrestricted	17,653.80	0.00	17,653.80	92*0289093	92*0289099
51715	General Fund Unrestricted	25.37	0.00	25.37	92*0289104	92*0289104
51716	General Fund Unrestricted	10,320.48	0.00	10,320.48	92*0289107	92*0289108
51717	General Fund Unrestricted	1,782.10	0.00	1,782.10	92*0289109	92*0289115
51718	General Fund Unrestricted	392.95	0.00	392.95	92*0289118	92*0289118
51719	General Fund Unrestricted	6,750.00	0.00	6,750.00	92*0289121	92*0289121
51721	General Fund Unrestricted	665.49	0.00	665.49	92*0289124	92*0289127
51722	General Fund Unrestricted	10,180.71	0.00	10,180.71	92*0289128	92*0289132
51723	General Fund Unrestricted	1,141.18	0.00	1,141.18	92*0289133	92*0289139
51735	General Fund Unrestricted	12,551.08	0.00	12,551.08	92*0289389	92*0289392
51736	General Fund Unrestricted	1,188.50	0.00	1,188.50	92*0289393	92*0289407
51737	General Fund Unrestricted	1,333.61	0.00	1,333.61	92*0289408	92*0289410
51739	General Fund Unrestricted	2,595.24	0.00	2,595.24	92*0289416	92*0289420

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51740	General Fund Unrestricted	4,477.99	0.00	4,477.99	92*0289422	92*0289430
51741	General Fund Unrestricted	1,477.00	0.00	1,477.00	92*0289432	92*0289435
51747	General Fund Unrestricted	1,115.49	0.00	1,115.49	92*0289462	92*0289467
51749	General Fund Unrestricted	5,189.99	0.00	5,189.99	92*0289475	92*0289481
51750	General Fund Unrestricted	1,554.83	0.00	1,554.83	92*0289482	92*0289485
51754	General Fund Unrestricted	2,308.00	0.00	2,308.00	92*0289491	92*0289500
Total Fund 11 General Fund Unrestricted		<u>3,341,731.78</u>	<u>0.00</u>	<u>3,341,731.78</u>		

Check Registers Submitted for Approval
 Checks Written for Period 07/16/11 thru 08/12/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51552	General Fund Restricted	588.46	0.00	588.46	92*0288444	92*0288449
51553	General Fund Restricted	258.90	0.00	258.90	92*0288451	92*0288453
51554	General Fund Restricted	3,689.42	0.00	3,689.42	92*0288456	92*0288459
51555	General Fund Restricted	775.35	0.00	775.35	92*0288460	92*0288463
51556	General Fund Restricted	14,161.17	0.00	14,161.17	92*0288467	92*0288468
51558	General Fund Restricted	702.30	0.00	702.30	92*0288471	92*0288471
51565	General Fund Restricted	13,107.24	0.00	13,107.24	92*0288483	92*0288484
51566	General Fund Restricted	930.09	0.00	930.09	92*0288486	92*0288487
51567	General Fund Restricted	1,712.53	0.00	1,712.53	92*0288488	92*0288488
51577	General Fund Restricted	5,028.80	0.00	5,028.80	92*0288514	92*0288517
51578	General Fund Restricted	6,924.00	0.00	6,924.00	92*0288518	92*0288520
51579	General Fund Restricted	10,757.65	0.00	10,757.65	92*0288522	92*0288523
51581	General Fund Restricted	2,415.22	0.00	2,415.22	92*0288528	92*0288530
51588	General Fund Restricted	563.75	0.00	563.75	92*0288551	92*0288551
51592	General Fund Restricted	1,713.55	0.00	1,713.55	92*0288563	92*0288565
51594	General Fund Restricted	23,111.00	0.00	23,111.00	92*0288573	92*0288573
51597	General Fund Restricted	6,760.00	0.00	6,760.00	92*0288582	92*0288585
51598	General Fund Restricted	38.07	0.00	38.07	92*0288589	92*0288590
51599	General Fund Restricted	6,232.21	0.00	6,232.21	92*0288591	92*0288591
51600	General Fund Restricted	693.97	0.00	693.97	92*0288594	92*0288596
51606	General Fund Restricted	157.50	0.00	157.50	92*0288620	92*0288620
51607	General Fund Restricted	57.50	0.00	57.50	92*0288627	92*0288627
51614	General Fund Restricted	1,029.00	0.00	1,029.00	92*0288640	92*0288640
51618	General Fund Restricted	7,032.76	0.00	7,032.76	92*0288681	92*0288681
51619	General Fund Restricted	1,343.92	0.00	1,343.92	92*0288687	92*0288689
51620	General Fund Restricted	30.57	0.00	30.57	92*0288692	92*0288692
51625	General Fund Restricted	105,199.57	0.00	105,199.57	92*0288710	92*0288711
51626	General Fund Restricted	48,199.24	0.00	48,199.24	92*0288712	92*0288713
51629	General Fund Restricted	13,215.31	0.00	13,215.31	92*0288719	92*0288720
51630	General Fund Restricted	1,287.71	0.00	1,287.71	92*0288721	92*0288726
51631	General Fund Restricted	10,750.81	0.00	10,750.81	92*0288727	92*0288731
51638	General Fund Restricted	1,359.36	0.00	1,359.36	92*0288756	92*0288756
51639	General Fund Restricted	339.00	0.00	339.00	92*0288762	92*0288762
51640	General Fund Restricted	958.87	0.00	958.87	92*0288766	92*0288768
51641	General Fund Restricted	37,500.00	0.00	37,500.00	92*0288770	92*0288770
51642	General Fund Restricted	6,599.00	0.00	6,599.00	92*0288771	92*0288772
51643	General Fund Restricted	1,177.96	0.00	1,177.96	92*0288773	92*0288775
51648	General Fund Restricted	6,993.71	0.00	6,993.71	92*0288791	92*0288791
51649	General Fund Restricted	241.12	0.00	241.12	92*0288797	92*0288797
51660	General Fund Restricted	284.46	0.00	284.46	92*0288834	92*0288834
51661	General Fund Restricted	3,298.00	0.00	3,298.00	92*0288835	92*0288835

Check Registers Submitted for Approval
 Checks Written for Period 07/16/11 thru 08/12/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51662	General Fund Restricted	656.07	0.00	656.07	92*0288839	92*0288843
51663	General Fund Restricted	13,044.43	0.00	13,044.43	92*0288845	92*0288847
51668	General Fund Restricted	1,000.00	0.00	1,000.00	92*0288862	92*0288862
51670	General Fund Restricted	565.58	0.00	565.58	92*0288870	92*0288874
51671	General Fund Restricted	5,839.96	0.00	5,839.96	92*0288875	92*0288881
51672	General Fund Restricted	57.50	0.00	57.50	92*0288884	92*0288884
51680	General Fund Restricted	1,450.50	0.00	1,450.50	92*0288926	92*0288927
51681	General Fund Restricted	221.24	0.00	221.24	92*0288930	92*0288930
51682	General Fund Restricted	13,621.76	0.00	13,621.76	92*0288935	92*0288935
51684	General Fund Restricted	392.75	0.00	392.75	92*0288949	92*0288949
51685	General Fund Restricted	2,251.68	0.00	2,251.68	92*0288950	92*0288957
51687	General Fund Restricted	1,056.00	0.00	1,056.00	92*0288963	92*0288969
51690	General Fund Restricted	506.81	0.00	506.81	92*0288990	92*0288991
51691	General Fund Restricted	1,081.18	0.00	1,081.18	92*0288994	92*0288996
51692	General Fund Restricted	699.87	0.00	699.87	92*0288998	92*0289001
51693	General Fund Restricted	174.88	0.00	174.88	92*0289004	92*0289007
51694	General Fund Restricted	1,097.50	0.00	1,097.50	92*0289009	92*0289009
51695	General Fund Restricted	3,950.82	0.00	3,950.82	92*0289015	92*0289015
51700	General Fund Restricted	6,613.40	0.00	6,613.40	92*0289033	92*0289037
51702	General Fund Restricted	15,005.81	0.00	15,005.81	92*0289047	92*0289050
51704	General Fund Restricted	425.00	0.00	425.00	92*0289056	92*0289057
51711	General Fund Restricted	46,627.41	0.00	46,627.41	92*0289071	92*0289071
51713	General Fund Restricted	2,917.71	0.00	2,917.71	92*0289084	92*0289092
51715	General Fund Restricted	1,129.26	0.00	1,129.26	92*0289100	92*0289103
51716	General Fund Restricted	2,557.00	0.00	2,557.00	92*0289105	92*0289106
51718	General Fund Restricted	977.56	0.00	977.56	92*0289116	92*0289117
51719	General Fund Restricted	4,769.79	0.00	4,769.79	92*0289119	92*0289122
51723	General Fund Restricted	1,237.73	0.00	1,237.73	92*0289134	92*0289137
51734	General Fund Restricted	1,188.72	0.00	1,188.72	92*0289385	92*0289388
51738	General Fund Restricted	1,304.68	0.00	1,304.68	92*0289411	92*0289415
51739	General Fund Restricted	5,195.47	0.00	5,195.47	92*0289418	92*0289421
51741	General Fund Restricted	2,010.46	0.00	2,010.46	92*0289431	92*0289439
51747	General Fund Restricted	1,157.83	0.00	1,157.83	92*0289460	92*0289466
51748	General Fund Restricted	417.70	0.00	417.70	92*0289468	92*0289474
Total Fund 12 General Fund Restricted		<u>488,423.11</u>	<u>0.00</u>	<u>488,423.11</u>		

Check Registers Submitted for Approval
 Checks Written for Period 07/16/11 thru 08/12/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51563	Child Development Fund	194.70	0.00	194.70	92*0288481	92*0288481
51572	Child Development Fund	2,979.05	0.00	2,979.05	92*0288502	92*0288503
51573	Child Development Fund	914.04	0.00	914.04	92*0288504	92*0288507
51584	Child Development Fund	843.58	0.00	843.58	92*0288540	92*0288542
51595	Child Development Fund	5,471.83	0.00	5,471.83	92*0288575	92*0288580
51602	Child Development Fund	2,766.35	0.00	2,766.35	92*0288602	92*0288609
51608	Child Development Fund	1,003.20	0.00	1,003.20	92*0288630	92*0288634
51622	Child Development Fund	494.23	0.00	494.23	92*0288704	92*0288704
51633	Child Development Fund	2,541.54	0.00	2,541.54	92*0288737	92*0288740
51634	Child Development Fund	800.95	0.00	800.95	92*0288741	92*0288743
51657	Child Development Fund	1,259.42	0.00	1,259.42	92*0288823	92*0288827
51675	Child Development Fund	1,265.75	0.00	1,265.75	92*0288900	92*0288902
51676	Child Development Fund	4,628.88	0.00	4,628.88	92*0288903	92*0288906
51686	Child Development Fund	816.28	0.00	816.28	92*0288958	92*0288962
51696	Child Development Fund	1,272.54	0.00	1,272.54	92*0289016	92*0289018
51705	Child Development Fund	2,721.76	0.00	2,721.76	92*0289059	92*0289060
51724	Child Development Fund	8,184.42	0.00	8,184.42	92*0289140	92*0289143
51742	Child Development Fund	1,783.06	0.00	1,783.06	92*0289440	92*0289447
51743	Child Development Fund	1,014.51	0.00	1,014.51	92*0289448	92*0289449
Total Fund 33 Child Development Fund		<u>40,956.09</u>	<u>0.00</u>	<u>40,956.09</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51585	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0288543	92*0288543
51609	Capital Outlay Projects Fund	3,521.44	0.00	3,521.44	92*0288635	92*0288635
51635	Capital Outlay Projects Fund	6,625.00	0.00	6,625.00	92*0288744	92*0288745
51707	Capital Outlay Projects Fund	820.00	0.00	820.00	92*0289062	92*0289062
51746	Capital Outlay Projects Fund	14,306.00	0.00	14,306.00	92*0289458	92*0289459
Total Fund 41 Capital Outlay Projects Fu		<u>25,611.85</u>	<u>0.00</u>	<u>25,611.85</u>		

Check Registers Submitted for Approval
 Checks Written for Period 07/16/11 thru 08/12/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51561	Bond Fund, Measure E	9,676.33	0.00	9,676.33	92*0288478	92*0288479
51574	Bond Fund, Measure E	821.15	0.00	821.15	92*0288508	92*0288508
51603	Bond Fund, Measure E	1,520.00	0.00	1,520.00	92*0288610	92*0288610
51623	Bond Fund, Measure E	779.77	0.00	779.77	92*0288705	92*0288705
51646	Bond Fund, Measure E	741.81	0.00	741.81	92*0288789	92*0288789
51658	Bond Fund, Measure E	178,239.01	0.00	178,239.01	92*0288828	92*0288829
51665	Bond Fund, Measure E	25,641.00	0.00	25,641.00	92*0288855	92*0288857
51677	Bond Fund, Measure E	82,649.40	0.00	82,649.40	92*0288907	92*0288908
51697	Bond Fund, Measure E	61,482.11	0.00	61,482.11	92*0289019	92*0289025
51706	Bond Fund, Measure E	488.75	0.00	488.75	92*0289061	92*0289061
51744	Bond Fund, Measure E	62,635.89	0.00	62,635.89	92*0289450	92*0289453
51745	Bond Fund, Measure E	66,219.51	0.00	66,219.51	92*0289454	92*0289457
51751	Bond Fund, Measure E	559,851.03	0.00	559,851.03	92*0289486	92*0289487
51752	Bond Fund, Measure E	254,011.55	0.00	254,011.55	92*0289488	92*0289489
51753	Bond Fund, Measure E	83,936.70	0.00	83,936.70	92*0289490	92*0289490
Total Fund 42 Bond Fund, Measure E		1,388,694.01	0.00	1,388,694.01		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51610	Property and Liability Fund	50.00	0.00	50.00	92*0288636	92*0288636
51659	Property and Liability Fund	166,068.00	0.00	166,068.00	92*0288830	92*0288831
51698	Property and Liability Fund	6,551.27	0.00	6,551.27	92*0289026	92*0289026
51709	Property and Liability Fund	15,000.00	0.00	15,000.00	92*0289064	92*0289064
51720	Property and Liability Fund	14,791.40	0.00	14,791.40	92*0289123	92*0289123
Total Fund 61 Property and Liability Fund		<u><u>202,460.67</u></u>	<u><u>0.00</u></u>	<u><u>202,460.67</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
51575	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0288509	92*0288509
51647	Workers' Compensation Fund	161.52	0.00	161.52	92*0288790	92*0288790
51708	Workers' Compensation Fund	472,957.00	0.00	472,957.00	92*0289063	92*0289063
Total Fund 62 Workers' Compensation Fu		<u>474,956.02</u>	<u>0.00</u>	<u>474,956.02</u>		

51611	Student Financial Aid Fund	230.51	0.00	230.51	92*0288637	92*0288637
Total Fund 74 Student Financial Aid Fund		<u>230.51</u>	<u>0.00</u>	<u>230.51</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,341,731.78
Total Fund 12 General Fund Restricted	488,423.11
Total Fund 33 Child Development Fund	40,956.09
Total Fund 41 Capital Outlay Projects Fund	25,611.85
Total Fund 42 Bond Fund, Measure E	1,388,694.01
Total Fund 61 Property and Liability Fund	202,460.67
Total Fund 62 Workers' Compensation Fund	474,956.02
Total Fund 74 Student Financial Aid Fund	230.51
Grand Total:	<u><u>5,963,064.04</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date:	August 22, 2011
Re:	Approval of the 2011-12 Adopted Budget Assumptions		
Action:	Request for Approval		

BACKGROUND

Each year, the Board of Trustees approves Budget Assumptions that are used to guide the District and Colleges in the development of the District's annual budget.

ANALYSIS

The attached Budget Assumptions are based on the best information known at this time. These assumptions build upon the tentative budget assumptions, using updated state budget information, and include additional budget cuts to the District. On July 22, 2011, the Budget Allocation and Planning Review Committee (BAPR) unanimously recommended the proposed Budget Assumptions to the Chancellor. The Chancellor has reviewed and approved the recommended assumptions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Adopted Budget Assumptions for the 2011-12 fiscal year as presented.

Fiscal Impact:	Not applicable	Board Date:	August 22, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

Rancho Santiago Community College District

2011-12 Adopted Budget Assumptions

These assumptions are for use in development of the 2011-12 district and college adopted budgets. As more detailed information is received in the coming months from the Offices of the Governor and the State Chancellor, the assumptions will be adjusted accordingly.

General Assumptions

1. The 2011-12 Adopted Budget will be balanced by using the 2010-11 ending balance in excess of the contingency reserve
2. The 2011-12 Adopted Budget will have a contingency reserve of no less than 5%
3. Budgeting for 2011-12 will utilize the current RSCCD Budget Allocation Model
4. The district and colleges will use plans, planning documents, and planning processes as a basis for development of their expenditure budgets

Revenue Assumptions

5. Workload Measure Reduction (negative growth) -6.2% for 2011-12
6. The Cost of Living Adjustment (COLA) of 0.00% for 2011-12
7. All reductions to Categorical Programs will be borne by those Categorical Programs
8. The lottery revenue will be calculated at the rate projected by School Services of California. The current estimate is \$111.75 per FTES for unrestricted revenue and \$17.00 per FTES for restricted revenue in accordance with Proposition 20. Lottery revenues are reduced in proportion to workload measures reductions (loss of FTES)
9. The State Budget Act includes “trigger” language for mid-year reductions (cuts) if state revenues fall short of projections. The district anticipates “trigger 1” reductions of up to \$1 million dollars in mid-year state funding cuts.

Expenditure Assumptions

10. The district intends to meet all negotiated contractual obligations.
11. Contribution of 1% of total salaries to the Retiree Benefit Fund (with an additional \$500,000 per Board of Trustees action taken on May 23, 2011.)

Reviews

- BAPRC recommends budget assumptions to the Chancellor (7-27-2011)*
- Chancellor's Cabinet to review recommended budget assumptions (8-2-2011)*
- District Council to review recommended budget assumptions (8-22-2011)*
- Board of Trustees approved the assumptions (8-22-2011)*

Rancho Santiago Community College District 2011-12 Adopted Budget Assumptions

	2010-11 Assumptions Tentative Budget		2010-11 Assumptions Adopted Budget		2011-12 Assumptions Tentative Budget		2011-12 Assumptions Adopted Budget	
	*		*		*		*	
General Assumptions								
Balanced Budget - with PY unrestricted ending balance	1	X	1	X	1	X	1	X
5% Contingency Reserve	2	X	2	X	2	X	2	X
Current RSCCD Budget Allocation Model	3	X	3	X	3	X	3	X
Planning Documents & Processes	4	X	4	X	4	X	4	X
Revenue Assumptions								
General Apportionment Deficit Factor 3%	5	X	5	X				
Workload Measure Reduction (negative growth) -6.00%					5	X		
Workload Measure Reduction (negative growth) -6.2%							5	X
Cost of Living Adjustment (COLA) of 0.00% for 2011-12	6	X	6	X	6	X	6	X
All reductions to Categorical Programs will be borne by those Categorical Programs	7	X	7	X	7	X	7	X
Workload Measure Reduction (negative growth) -2%	8	X	8	X				
Enrollment Growth For RSCCD 0.00%	9	X	9	X				
Lottery Revenue at School Services of California Rate includes Workload Measure Reductions	10	X	10	X	8	X	8	X
"Trigger 1" reductions of up to \$1 million dollars							9	X
Expense Assumptions								
Meet All Negotiated Contractual Obligations	11	X	11	X	9	X	10	X
Contribution of 1% of total salaries to the Retiree Benefit Fund (with an additional \$500,000)**					10	X	11	X

* Number Assigned to Budget Assumption

** Per Board of Trustees action taken on May 23, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS AND FISCAL SERVICES**

To:	Board of Trustees	Date:	August 22, 2011
Re:	Approval of Public Hearing for the 2011-2012 Proposed Adopted Budget		
Action:	Request for Approval		

BACKGROUND

The California Code of Regulations, Title 5, Sections 58301 and 58305 requires the governing board of each community college district to hold a public hearing and adopt a final budget on or before the fifteenth of September of each year.

ANALYSIS

The adoption of the 2011-2012 Rancho Santiago Community College District budget is scheduled for the September 12, 2011 Board meeting. In accordance with the CCR Title 5, Section 58301, the governing board of each district shall hold a public hearing on the proposed adopted budget prior to the adoption of the proposed budget. This will provide members of the public with advanced notice of the public hearing at the September 12th Board meeting.

The proposed 2011-2012 Adopted Budget will be available for public display and review September 7th through September 9th at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. The public hearing is scheduled on September 12, 2011 at the regularly scheduled Board of Trustees meeting at 4:30 p.m. in the RSCCD Boardroom (107), 2323 N. Broadway, Santa Ana CA. 92706.

RECOMMENDATION

It is recommended that the Board of Trustees hold a public hearing on the 2011-2012 proposed Adopted Budget at the September 12, 2011 Board of Trustee meeting.

Fiscal Impact:	None	Board Date:	August 22, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To: Board of Trustees	Date: August 22, 2011
Re: Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended June 30, 2011	
Action: Request for Approval	

BACKGROUND

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the fourth quarter in fiscal year 2010-11 ended June 30, 2011.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the twelve months covered in this report, the District has recognized 104.7% of budgeted revenues and other financing sources and 91.4% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending June 30, 2011 as presented.

Fiscal Impact:	Not applicable	Board Date: August 22, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2010-2011

District: (870) Rancho Santiago Community College

Quarter Ended: June 30, 2011

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2007-08 Actual	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	148,396,127	147,790,705	147,237,880	146,388,013
Other Financing Sources (Objects 8900)	24,803	16,237	18,428	17,279
Total Unrestricted Revenues	148,420,930	147,806,942	147,256,308	146,405,292
Expenditures:				
(Objects 1000-8000)	154,228,868	146,044,061	130,775,432	130,076,338
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,756,793	832,530	1,667,613	1,602,371
Total Unrestricted Expenditures	156,985,661	146,876,591	132,443,045	131,678,709
Revenues Over(Under)Expenditures	-8,564,731	930,351	14,813,263	14,726,583
Fund Balance, Beginning	24,041,478	15,476,747	16,566,608	31,418,493
Prior Year Adjustments + (-)	0	159,510	38,822	0
Adjusted Fund Balance, Beginning	24,041,478	15,636,257	16,605,230	31,418,493
Fund Balance, Ending	15,476,747	16,566,608	31,418,493	46,145,076
% of GF Balance to GF Expenditures	9.9%	11.3%	23.7%	35.0%

II. Annualized Attendance FTES:

Annualized FTES	2007-08	2008-09	2009-10	2010-11
(Excluding apprentices and non-residents)	32,840	34,310	30,564	30,745

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2007-08	2008-09	2009-10	2010-11
General Fund Cash Balance (Excluding Borrowed Funds)	22,816,976	17,839,459	25,950,025	35,081,293

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,214,028	139,836,750	146,388,013	104.7%
Other Financing Sources (Objects 8900)	16,500	16,500	17,279	104.7%
Total Unrestricted Revenues	135,230,528	139,853,250	146,405,292	104.7%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-8000)	141,978,773	142,527,793	130,076,338	91.3%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,521,041	1,521,041	1,602,371	105.3%
Total Unrestricted Expenditures	143,499,814	144,048,834	131,678,709	91.4%
Revenues Over(Under) Expenditures	(8,269,286)	(4,195,584)	14,726,583	
Adjusted Fund Balance, Beginning	31,418,493	31,418,493	31,418,493	
Fund Balance, Ending	23,149,207	27,222,909	46,145,076	
% of UGF Fund Balance to UGF Expenditures	16.1%	18.9%		

V. Has the district settled any employee contracts during this quarter? YES NO
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Cost Increase %		*Total Cost Increase %		*Total Cost Increase %	
Year 1			350,436	1.05%		
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	*Total Cost Increase %		*Total Cost Increase %		*Total Cost Increase %	
Year 1			46,834	1.05%		
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:
 from the district's reserves

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

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

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

YES NO

Next Year?

YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: June 30, 2011

Governing Board Meeting Date: August 22, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Quarterly Investment Report as of June 30, 2011	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended June 30, 2011 is submitted in accordance with Section 53646(b) of the Government Code. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of June 30, 2011 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2011, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending June 30, 2011.

All investments for the quarter ended June 30, 2011 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of June 30, 2011 is presented as information.

Fiscal Impact:	None	Board Date: August 22, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

**Rancho Santiago Community College District
Statement of Cash
June 30, 2011**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	98,927,758	0.73%	April-June	49.82%
Bond Sinking Funds	10,007,057	0.73%	April-June	5.04%
All Other Funds	88,928,559	0.73%	April-June	44.79%
Local Agency Investment Fund (LAIF)	149,080	0.48%	April-June	0.08%
Revolving Fund, Refundable Deposits and Cash in Banks	553,459	0.00%	April-June	0.28%
	<u>198,565,913</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position

June 30, 2011

	County Fund	RSCCD Fund	Cash in County 90xx/9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	35,081,293				378,459	100,000			35,559,752
Child Development Fund	12	33	986,845								986,845
Bond Fund Measure E	22	42	98,927,758								98,927,758
Bond Int & Red Fund	31	21				4,322,758					4,322,758
Bond Int & Red Fund	32	22				3,850,658					3,850,658
Bond Int & Red Fund	33	23				1,833,641					1,833,641
Capital Outlay Projects Fund	40	41	19,609,312								19,609,312
Workers' Compensation Fund	68	62	2,963,245						50,000		3,013,245
Property and Liability Fund	70	61	1,578,999						25,000		1,603,999
Retiree Benefits Fund	71	63	27,062,818							149,080	27,211,898
Student Financial Aid	74	74	346,475	24,328	1,275,244						1,646,047
Totals			186,556,745	24,328	1,275,244	10,007,057	378,459	100,000	75,000	149,080	198,565,913



**OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, CPFIM**

INTERDEPARTMENTAL COMMUNICATION

Date: July 15, 2011

To: Supervisor Bill Campbell, Chair
Supervisor John Moorlach, Vice-Chair
Supervisor Patricia Bates
Supervisor Shawn Nelson
Supervisor Janet Nguyen

From: Shari L. Freidenrich, CPA, CCMT, CPFA, CPFIM *SF*

Subject: Treasurer's Investment Report for the Month Ended June 30, 2011

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended June 30, 2011. This report is provided in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at <http://bos.ocgov.com/ocinvestments>.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of June 30, 2011. The Investment Pool Statistics summary shows the total investments responsibility of the Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool which includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investments funds.

The Investment Policy requires investment of public funds in a manner which will, in order of priority, maintain safety of principal while meeting fund participants' daily cash flow needs, achieve a market rate yield, and attempt to stabilize the Net Asset Value at \$1.00, for the Money Market Funds, while conforming to all applicable State statutes and Board actions regarding public funds investment. The County Treasurer established three Money Market Pools, the Orange County Money Market Pool, the John Wayne Airport Investment Pool and the Educational Money Market Pool, which all are invested primarily in cash-equivalent securities and provide liquidity for immediate cash needs. The County Treasurer also established the Extended Fund which is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Educational Investment Pool is comprised of the Educational Money Market Fund and portions of the Extended Fund. Standard & Poors, in January 2011, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The maximum maturity of investments under the Money Market Funds is 13 months, with a maximum weighted average maturity of 60 days. The maximum maturity of the Extended Fund is 5 years, with duration not to exceed a leading 1-3 Year index +25%. The investments in the Pools are marked to market daily to determine the value of the Pools. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required. Any investment type

Mission: Ensure safe and timely receipt, deposit, collection and investment of public funds.

not specifically authorized under the Investment Policy, but allowed by State Law, must be approved by the Treasury Oversight Committee and the Board of Supervisors prior to purchase of the security.

ECONOMIC UPDATE

Economic releases in June depicted a continuation of the economic slowdown as market participants pushed yields on one month T-bills to zero. Interest rates on the two year U.S. Treasury declined to a low of 0.331 percent matching the lows set in November, 2010. May's lackluster 54,000 payroll increase turned into June's disappointing results with only an addition of 18,000 new jobs. Initial jobless claims increased and the unemployment rate moved higher ending the month at 9.2 percent. Meanwhile, the labor force participation rate, the percentage of the working age population working or looking for a job, declined to 64.1 percent, the lowest since 1984. Almost every economic indicator released in June points to a continued slowing of the economy. Fed fund futures continued to push expectations on the next Federal Reserve rate increase further out. The market is now estimating October 2012 as the earliest date that we can expect to see an increase by the FOMC.

INVESTMENT INTEREST YIELD FORECAST

Our interest yield for fiscal year 2010/2011 was 0.57% for the County Pool and 0.53% for the School Pool, lower than our budget estimate of 1.20%. There is no change in our forecasted yield for fiscal year 2011/2012; we are still estimating an average interest yield of 0.75%

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued but unpaid interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The June 2011 interest apportionment is expected to be paid by July 31, 2011. Currently the County charges 10 basis points for investment administrative fees.

COMPLIANCE SUMMARY

The investment portfolio had no compliance exceptions for the month of June, 2011. The April and May 2011 Auditor-Controller Reports on Compliance Monitoring stated that the portfolios were in compliance with the IPS and there were no compliance issues. In addition, the Auditor-Controller opined that the Statement of Assets Held by the County Treasury as of 12-31-10 are presented fairly. The accompanying management report identified one control deficiency relating to timely reconciliation of records and no material weaknesses. The Treasurer is revising the procedures to ensure that reconciliations are performed timely. Finally, the Auditor-Controller reviewed the Statement of Assets Held by the County Treasury as of 3-31-11.

I certify that this report includes all pool and non-pooled investments as of June 30, 2011 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on December 7, 2010. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosure
cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR
SUMMARY OF INVESTMENT DATA
A COMPARISON OF JUNE 2011 WITH JUNE 2010

	JUNE 2011	JUNE 2010	CHANGE
<u>Orange County Investment Pool</u>			
End Of Month Market Value	\$ 3,113,466,499	\$ 3,190,501,863	\$ (77,035,364)
End Of Month Book Value	\$ 3,107,470,302	\$ 3,189,504,603	\$ (82,034,301)
Monthly Average Balance	\$ 3,176,027,348	\$ 3,245,574,527	\$ (69,547,179)
Accrued Earnings	\$ 2,934,945	\$ 2,362,100	\$ 572,845
Monthly Net Yield	1.02% *	0.79%	0.23%
Weighted Average Maturity	342	288	54
<u>Orange County Educational Investment Pool</u>			
End Of Month Market Value	\$ 2,989,602,433	\$ 2,698,499,545	\$ 291,102,888
End Of Month Book Value	\$ 2,984,734,696	\$ 2,696,828,266	\$ 287,906,430
Monthly Average Balance	\$ 3,172,433,273	\$ 2,754,750,904	\$ 417,682,369
Accrued Earnings	\$ 2,455,677	\$ 2,175,952	\$ 279,725
Monthly Net Yield	0.84% *	0.86%	-0.02%
Weighted Average Maturity	289	304	(15)

* In June, \$150 million of securities were sold resulting in a one-time gain of approximately 3.15% causing the monthly net yield to rise. The investments were sold to reduce the overall duration of the Orange County Investment Pool and Orange County Educational Investment Pool.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED: JUNE 30, 2011

INVESTMENT STATISTICS - By Investment Pool***							
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 06/30/11	MONTHLY Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)							
Orange County Investment Pool	MARKET Value \$	3,113,466,499	342	0.67%	1.12%	0.80%	1.00
	COST (Capital) \$	3,111,990,323					
	MONTHLY AVG Balance \$	3,176,027,348					
	QUARTERLY AVG Balance \$	3,590,788,601			0.67%		
	ANNUAL AVG Balance \$	3,316,703,543					
	BOOK Value \$	3,107,470,302					
Orange County Educational Investment Pool	MARKET Value \$	2,989,602,433	289	0.58%	0.94%	0.73%	1.00
	COST (Capital) \$	2,988,672,453					
	MONTHLY AVG Balance \$	3,172,433,273					
	QUARTERLY AVG Balance \$	3,210,893,786			0.63%		
	ANNUAL AVG Balance \$	2,959,949,907					
	BOOK Value \$	2,984,734,896					

INVESTMENT STATISTICS - Non Pooled Investments **			
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE	
Specific Investment			
Funds:	MARKET Value \$	65,000,386	Money Market Mutual Funds \$ 14,214,480
112, 283, 482, 483, 494, 497	COST (Capital) \$	65,047,440	Repurchase Agreement 1,081,500
505, 510, 514, 15B	MONTHLY AVG Balance \$	65,061,554	John Wayne Airport Investment Pool 49,628,534
	QUARTERLY AVG Balance \$	65,064,270	GNMA Mortgage-Backed Security 122,945
	ANNUAL AVG Balance \$	66,294,568	
			\$ 65,047,440

MONTH END TOTALS			
INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
County Money Market Fund	\$ 1,381,410,949	County Funds	\$ 3,120,772,072
County Cash	8,781,749	Educational Funds	2,997,375,899
Educational Money Market Fund	1,638,672,453	Specific Investment Funds	65,047,440
Extended Fund	3,080,579,374		
Educational Cash	8,703,446		
Non Pooled Investments @ Cost	65,047,440		
	\$ 6,183,195,410		\$ 6,183,195,410

KEY POOL STATISTICS			
INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
COUNTY MONEY MARKET FUND - MONTHLY GROSS YIELD	1.12%	COUNTY MONEY MARKET FUND	59
EDUCATIONAL MONEY MARKET FUND - MONTHLY GROSS YIELD	0.94%	EDUCATIONAL MONEY MARKET FUND	59
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.17%	JOHN WAYNE AIRPORT WAM	57
COUNTY INVESTMENT POOL - YTD NET YIELD****	0.57%	LGIP WAM (Standard & Poors)	45
EDUCATIONAL INVESTMENT POOL - YTD NET YIELD****	0.53%	I-MONEY NET PRIME MMF WAM	37
I-MONEY NET PRIME MONEY MARKET FUND - JUNE AVERAGE NET YIELD	0.04%		
90-DAY T-BILL YIELD JUNE AVERAGE	0.03%		

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED: JUNE 30, 2011

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 06/30/11	MONTH Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV
<u>County Money Market Fund</u>	MARKET Value \$	1,380,569,718	59	0.24%			1.00
	COST (Capital) \$	1,381,410,949			0.26%		
	MONTHLY AVG Balance \$	1,444,478,795				0.25%	
	QUARTERLY AVG Balance \$	1,863,446,034					0.29%
	ANNUAL AVG Balance \$	1,590,046,591					
	BOOK Value \$	1,380,461,110					
<u>Educational Money Market Fund</u>	MARKET Value \$	1,637,784,658	59	0.25%			1.00
	COST (Capital) \$	1,638,672,453			0.26%		
	MONTHLY AVG Balance \$	1,822,433,273				0.27%	
	QUARTERLY AVG Balance \$	1,860,893,786					0.32%
	ANNUAL AVG Balance \$	1,609,949,907					
	BOOK Value \$	1,637,519,744					
<u>Extended Fund</u>	MARKET Value \$	3,084,704,556	568	1.03%			1.00
	COST (Capital) \$	3,080,579,374			1.85%		
	MONTHLY AVG Balance \$	3,081,548,553				1.36%	
	QUARTERLY AVG Balance \$	3,077,342,567					1.03%
	ANNUAL AVG Balance \$	3,076,656,952					
	BOOK Value \$	3,074,224,146					
ALLOCATION OF EXTENDED FUND							
<u>Extended Fund</u> <u>County Share</u>	MARKET Value \$	1,732,896,781	568	1.03%			1.00
	COST (Capital) \$	1,730,579,374			1.85%		
	MONTHLY AVG Balance \$	1,731,548,553				1.36%	
	QUARTERLY AVG Balance \$	1,727,342,567					1.04%
	ANNUAL AVG Balance \$	1,726,656,952					
	BOOK Value \$	1,727,008,193					
<u>Educational Share</u>	MARKET Value \$	1,351,807,775	568	1.03%			1.00
	COST (Capital) \$	1,350,000,000			1.86%		
	MONTHLY AVG Balance \$	1,350,000,000				1.36%	
	QUARTERLY AVG Balance \$	1,350,000,000					1.02%
	ANNUAL AVG Balance \$	1,350,000,000					
	BOOK Value \$	1,347,214,953					

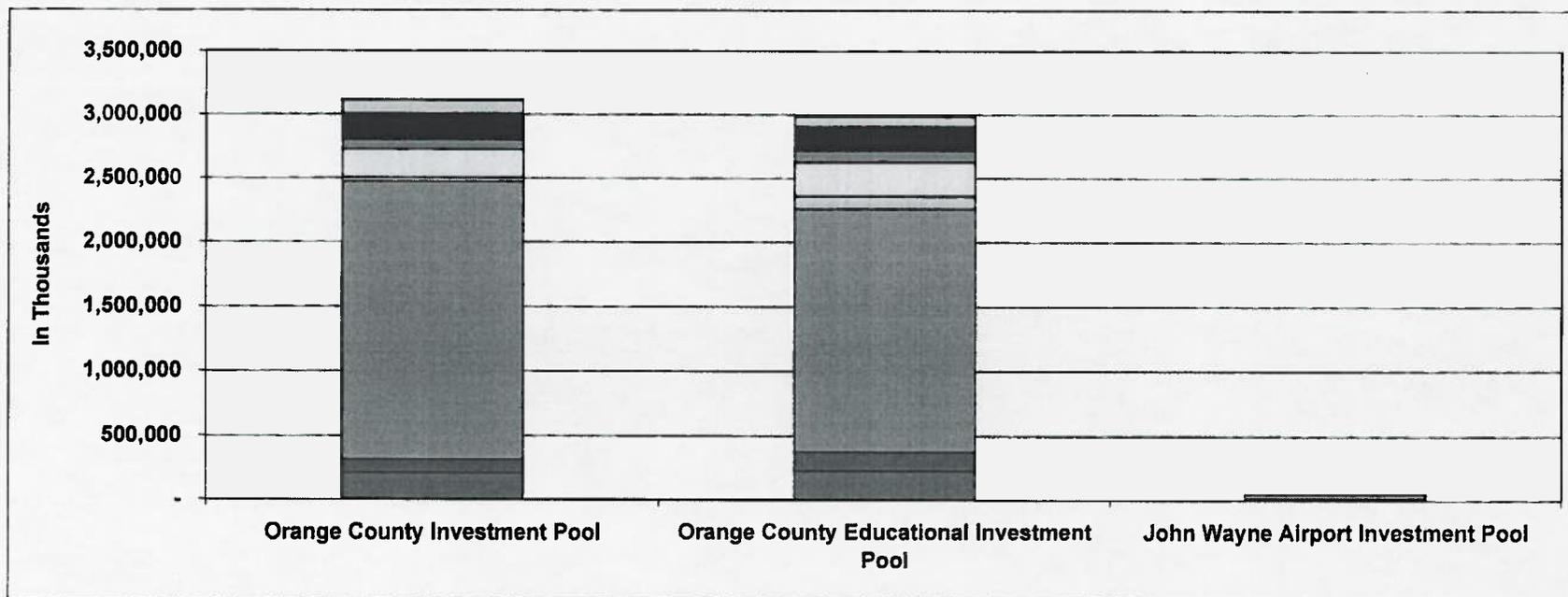
* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.

** Specific non pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the Inventory listing in Section VI of this report.

*** The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.

**** This is the OCIP-Net Yield which differs from the monthly average yield above due to the admin fees.

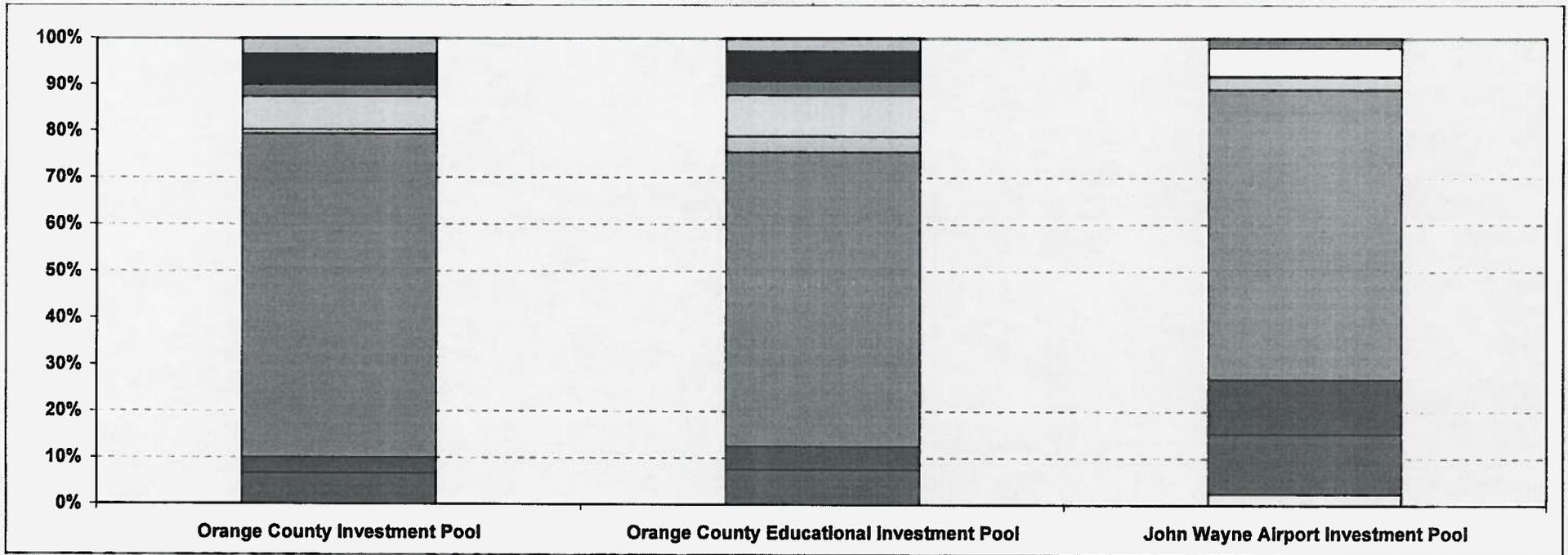
ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Dollar Amount
June 30, 2011



	Orange County Investment Pool	Orange County Educational Investment Pool In Thousands	John Wayne Airport Investment Pool
BANKERS ACCEPTANCE	\$ -	\$ -	\$ 1,227
CERTIFICATES OF DEPOSIT	205,587	224,472	6,352
COMMERCIAL PAPER	104,981	149,543	5,813
U.S. GOVERNMENT AGENCIES	2,160,622	1,882,465	30,770
MONEY MARKET FUNDS	28,369	103,122	1,359
MEDIUM - TERM NOTES	225,634	268,745	3,048
MEDIUM - TERM NOTES - FDIC	78,274	88,268	1,012
MUNICIPAL DEBT	204,134	190,403	-
U.S. TREASURIES	105,865	82,584	-
	\$ 3,113,466	\$ 2,989,602	\$ 49,581

Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement
 Calculated Using Market Value at 06/30/2011

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
 June 30, 2011



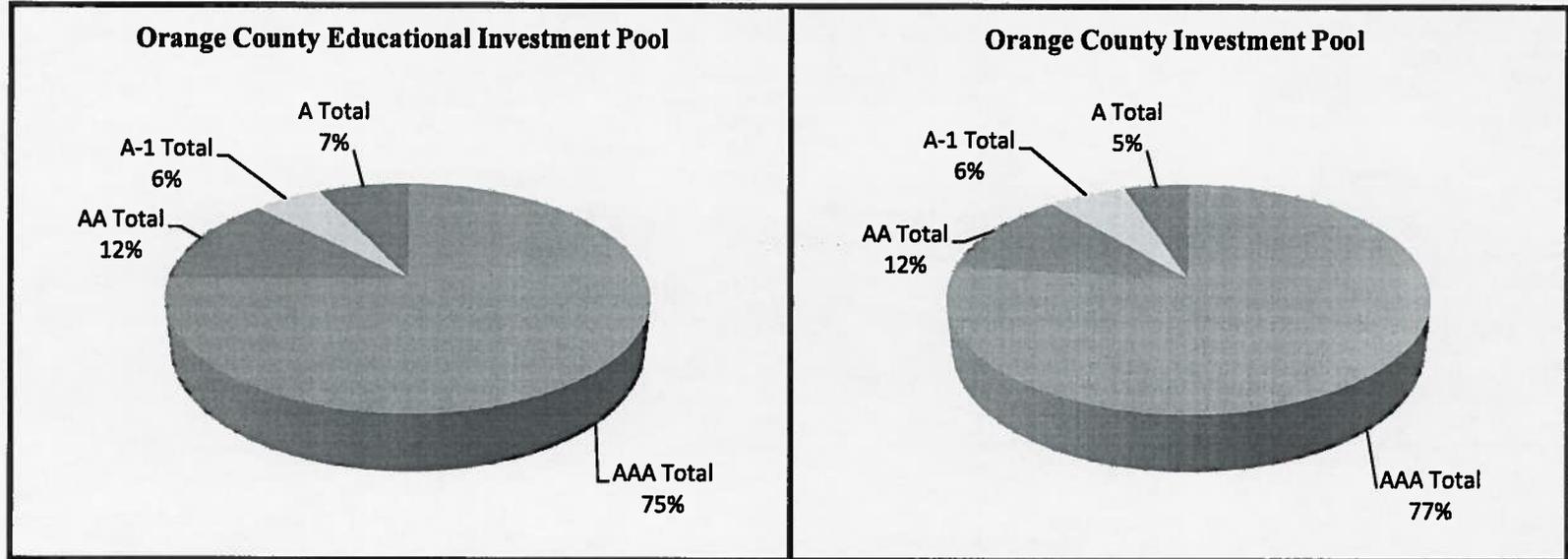
Orange County Investment Pool		
	In Thousands	%
BANKERS ACCEPTANCE	-	0.00%
CERTIFICATES OF DEPOSIT	\$ 205,587	6.60%
COMMERCIAL PAPER	104,981	3.37%
U.S. GOVERNMENT AGENCIES	2,160,622	69.40%
MONEY MARKET FUNDS	28,369	0.91%
MEDIUM - TERM NOTES	225,634	7.25%
MEDIUM - TERM NOTES - FDIC	78,274	2.51%
MUNICIPAL DEBT	204,134	6.56%
U.S. TREASURIES	105,865	3.40%
	<u>\$ 3,113,466</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
BANKERS ACCEPTANCE	-	0.00%
CERTIFICATES OF DEPOSIT	\$ 224,472	7.51%
COMMERCIAL PAPER	149,543	5.00%
U.S. GOVERNMENT AGENCIES	1,882,465	62.97%
MONEY MARKET FUNDS	103,122	3.45%
MEDIUM - TERM NOTES	268,745	8.99%
MEDIUM - TERM NOTES - FDIC	88,268	2.95%
MUNICIPAL DEBT	190,403	6.37%
U.S. TREASURIES	82,584	2.76%
	<u>\$ 2,989,602</u>	<u>100.00%</u>

John Wayne Airport Investment Pool		
	In Thousands	%
BANKERS ACCEPTANCE	\$ 1,227	2.47%
CERTIFICATES OF DEPOSIT	6,352	12.81%
COMMERCIAL PAPER	5,813	11.73%
U.S. GOVERNMENT AGENCIES	30,770	62.06%
MONEY MARKET FUNDS	1,359	2.74%
MEDIUM - TERM NOTES	3,048	6.15%
MEDIUM - TERM NOTES - FDIC	1,012	2.04%
MUNICIPAL DEBT	-	0.00%
U.S. TREASURIES	-	0.00%
	<u>\$ 49,581</u>	<u>100.00%</u>

Investment Composition is In Compliance With The Orange County Treasurer's investment Policy Statement

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 June 30, 2011

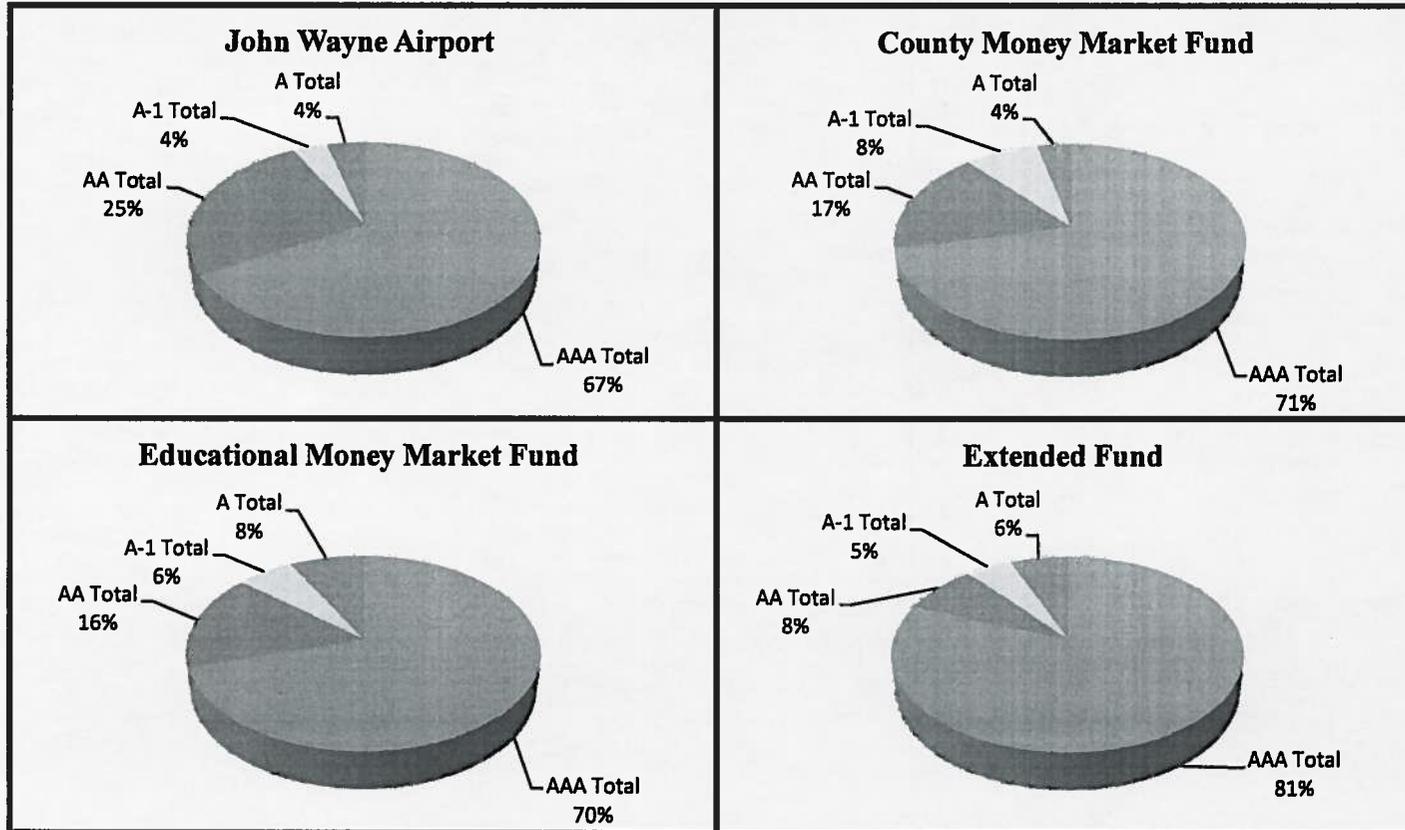


AA Includes AA+, AA- & AA

A Includes A+, A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 June 30, 2011



AA Includes AA+, AA- & AA

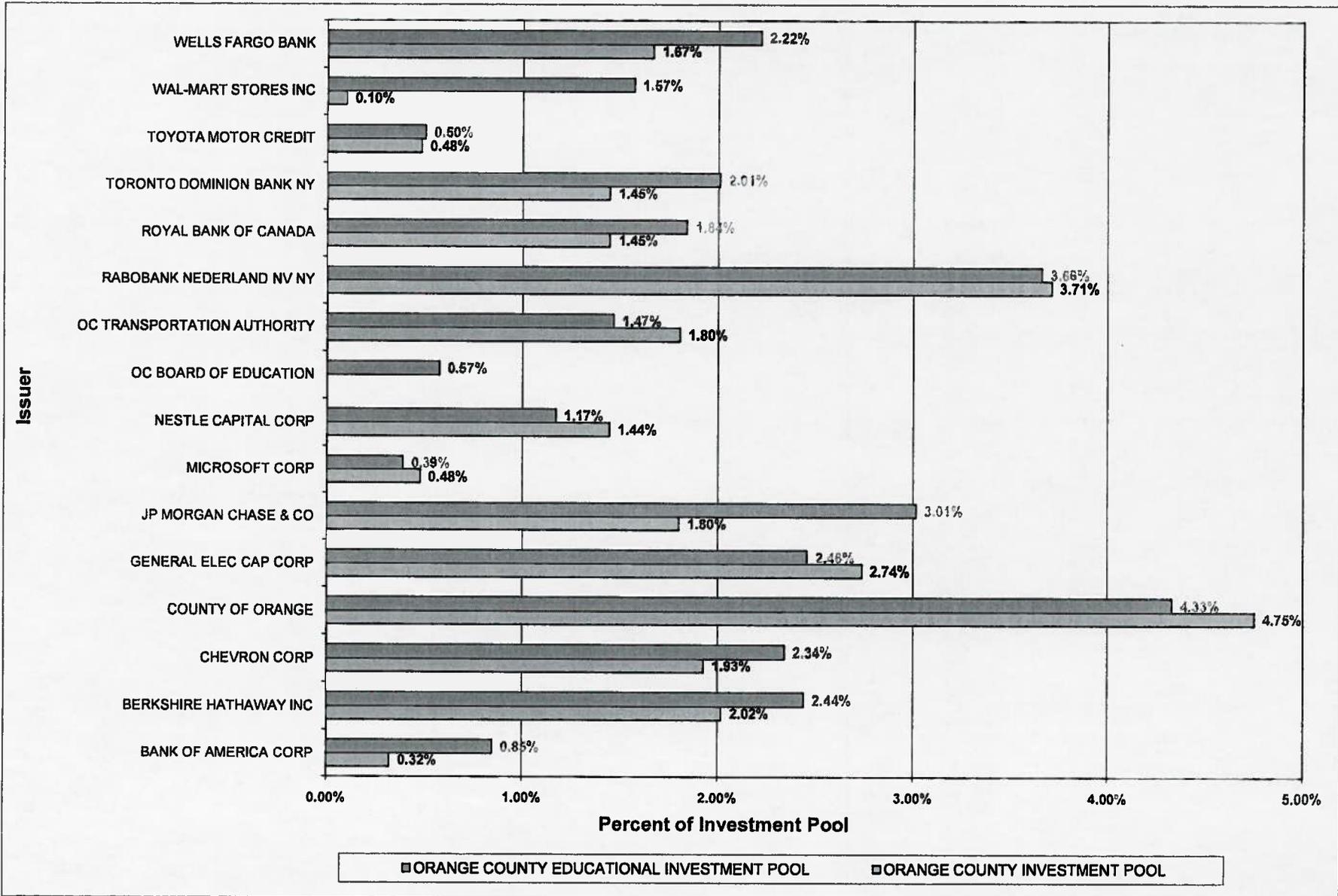
A Includes A+, A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR

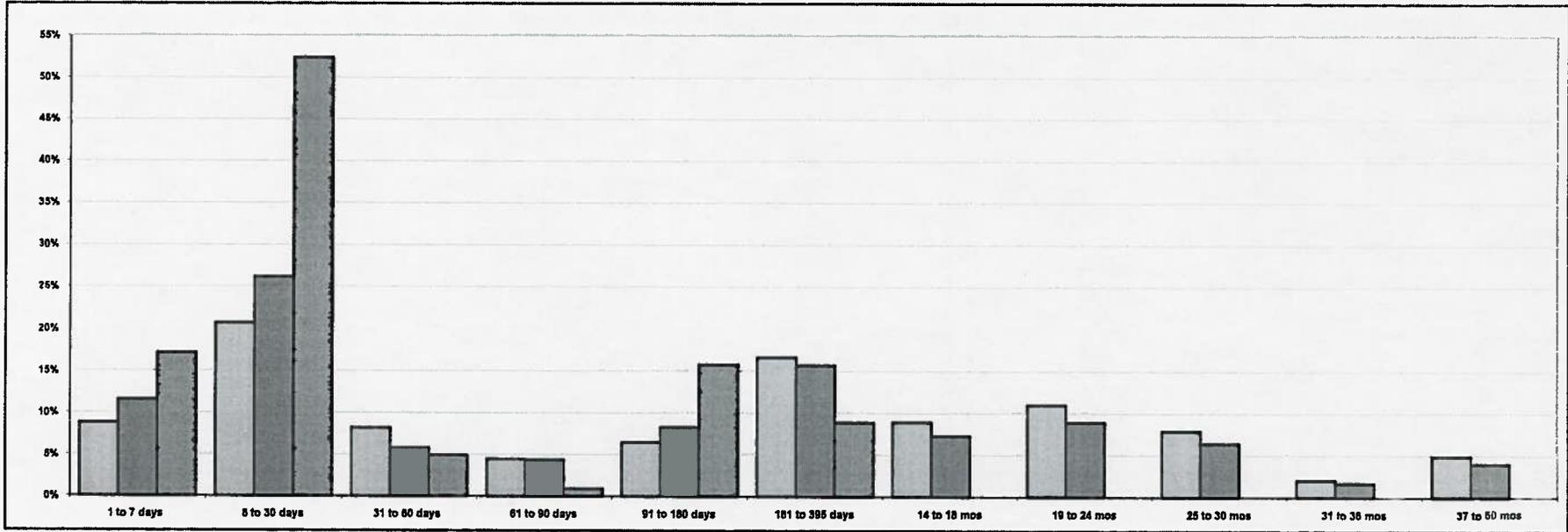
ISSUER CONCENTRATION-By Investment Pool

June 30, 2011



**ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION**

June 30, 2011



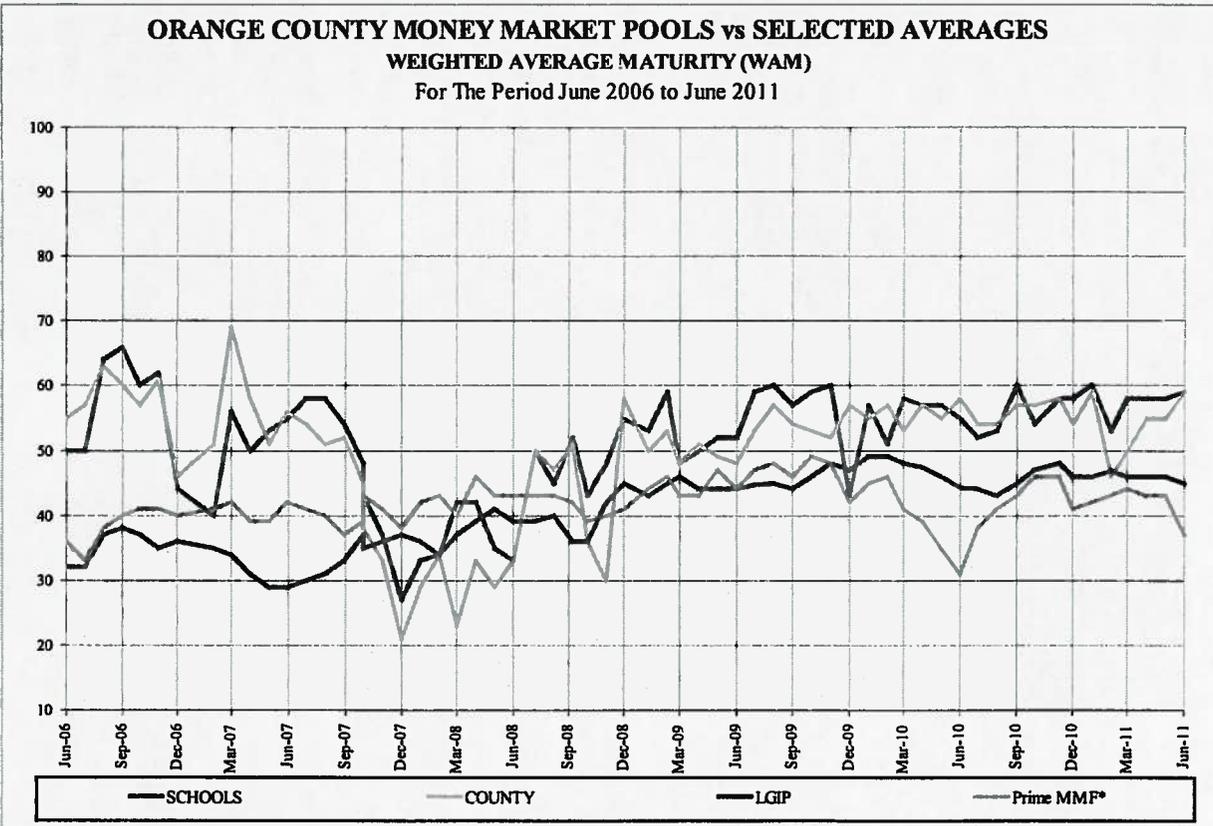
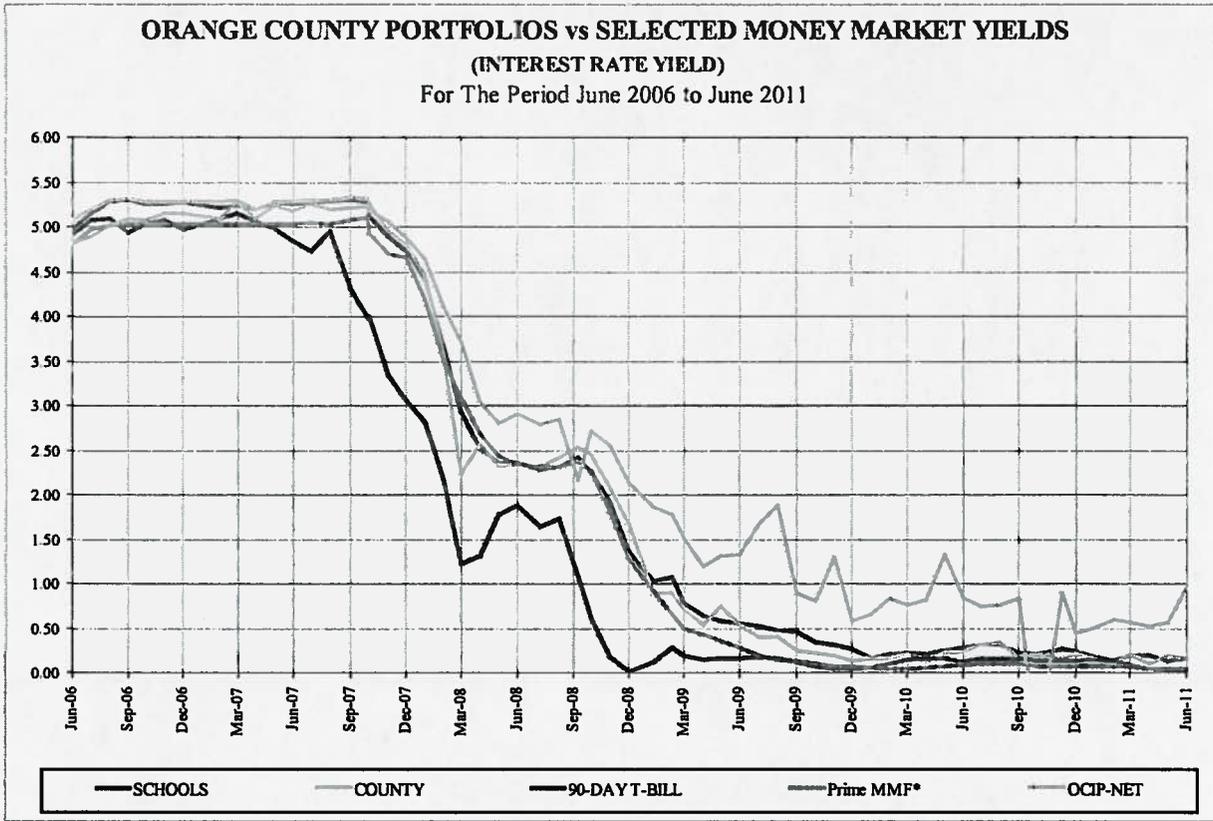
ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 272,769	8.79%
8 TO 30 DAYS	642,086	20.69%
31 TO 60 DAYS	254,019	8.19%
61 TO 90 DAYS	137,414	4.43%
91 TO 180 DAYS	201,340	6.49%
181 TO 395 DAYS	517,143	16.67%
14 TO 18 MONTHS	276,783	8.92%
19 TO 24 MONTHS	340,881	10.99%
25 TO 30 MONTHS	245,151	7.90%
31 TO 36 MONTHS	63,036	2.03%
37 TO 60 MONTHS	152,164	4.90%
TOTAL	\$ 3,102,786	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 343,841	11.54%
8 TO 30 DAYS	780,070	26.17%
31 TO 60 DAYS	171,709	5.76%
61 TO 90 DAYS	129,228	4.34%
91 TO 180 DAYS	246,890	8.28%
181 TO 395 DAYS	467,574	15.69%
14 TO 18 MONTHS	215,915	7.25%
19 TO 24 MONTHS	265,916	8.92%
25 TO 30 MONTHS	191,239	6.42%
31 TO 36 MONTHS	49,174	1.65%
37 TO 60 MONTHS	118,701	3.98%
TOTAL	\$ 2,980,257	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 8,479	17.13%
8 TO 30 DAYS	25,921	52.37%
31 TO 60 DAYS	2,430	4.91%
61 TO 90 DAYS	453	0.91%
91 TO 180 DAYS	7,815	15.79%
181 TO 395 DAYS	4,400	8.89%
TOTAL	\$ 49,498	100.00%

Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.



*Prime MMF; Rated Money Fund Report Averages-Prime Institutional from I-Money Net.

*As of June 30, 2011: Prime MMF Yield – 0.04, WAM 37; LGIP WAM – 45; 90-Day T-Bill – 0.03; OCIP-Net - 0.96

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

July 1, 2010 - June 30, 2011

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
Current Month - June 2011				
County Pool - Money Market Fund	\$ 1,380,569,718	\$ 305,351	0.26%	59
Educational Pool - Money Market Fund	\$ 1,637,794,658	\$ 391,562	0.26%	59
Extended Fund	\$ 3,084,704,556	\$ 4,693,709	1.85%	568
May 2011				
County Pool - Money Market Fund	\$ 1,496,426,470	\$ 386,220	0.29%	55
Educational Pool - Money Market Fund	\$ 1,823,593,419	\$ 423,526	0.24%	58
Extended Fund	\$ 3,083,751,388	\$ 2,917,145	1.11%	594
April 2011				
County Pool - Money Market Fund	\$ 1,795,762,515	\$ 418,804	0.20%	55
Educational Pool - Money Market Fund	\$ 2,194,748,538	\$ 416,447	0.30%	58
Extended Fund	\$ 3,080,792,149	\$ 2,787,254	1.10%	593
March 2011				
County Pool - Money Market Fund	\$ 1,873,051,091	\$ 424,787	0.31%	50
Educational Pool - Money Market Fund	\$ 1,537,413,718	\$ 407,705	0.29%	58
Extended Fund	\$ 3,075,751,344	\$ 2,759,814	1.06%	558
February 2011				
County Pool - Money Market Fund	\$ 1,575,715,282	\$ 247,305	0.21%	46
Educational Pool - Money Market Fund	\$ 1,719,901,541	\$ 355,932	0.24%	53
Extended Fund	\$ 3,069,561,929	\$ 2,852,617	1.21%	681
January 2011				
County Pool - Money Market Fund	\$ 1,544,179,597	\$ 357,642	0.26%	59
Educational Pool - Money Market Fund	\$ 2,025,338,400	\$ 505,850	0.28%	60
Extended Fund	\$ 3,071,182,280	\$ 2,587,619	0.99%	660
December 2010				
County Pool - Money Market Fund	\$ 1,836,629,503	\$ 433,027	0.31%	54
Educational Pool - Money Market Fund	\$ 2,319,553,991	\$ 382,323	0.34%	58
Extended Fund	\$ 3,066,158,602	\$ 2,163,193	0.83%	682
November 2010				
County Pool - Money Market Fund	\$ 1,909,825,613	\$ 332,186	0.25%	56
Educational Pool - Money Market Fund	\$ 1,294,299,746	\$ 397,543	0.37%	60
Extended Fund	\$ 3,076,938,355	\$ 4,333,834	1.72%	748
October 2010				
County Pool - Money Market Fund	\$ 1,391,396,900	\$ 310,354	0.30%	57
Educational Pool - Money Market Fund	\$ 1,388,575,150	\$ 348,236	0.31%	54
Extended Fund	\$ 3,083,068,752	\$ 3,326,034	1.27%	736
OC Extended Fund B (Sold Serpentine)	\$ -	\$ (7,622,716)	-	-
September 2010				
County Pool - Money Market Fund	\$ 1,271,251,788	\$ 299,296	0.27%	57
Educational Pool - Money Market Fund	\$ 1,392,597,482	\$ 388,992	0.33%	60
Extended Fund	\$ 3,072,503,395	\$ 4,110,010	1.61%	795
OC Extended Fund B	\$ 34,698,134	\$ -	N/A	248
August 2010				
County Pool - Money Market Fund	\$ 1,416,333,828	\$ 505,251	0.44%	54
Educational Pool - Money Market Fund	\$ 1,432,155,046	\$ 475,517	0.41%	53
Extended Fund	\$ 3,065,956,379	\$ 3,341,027	1.27%	710
OC Extended Fund B	\$ 34,698,134	\$ -	N/A	278
July 2010				
County Pool - Money Market Fund	\$ 1,315,009,875	\$ 552,598	0.42%	54
Educational Pool - Money Market Fund	\$ 1,392,481,613	\$ 459,872	0.42%	52
Extended Fund	\$ 3,060,507,013	\$ 3,191,055	1.23%	511
OC Extended Fund B	\$ 33,248,593	\$ -	N/A	309
Fiscal Year July 1, 2010 - June 30, 2011				
	Average Market Value Balance	Interest Income: YTD	YTD Yield	YTD Average
Orange County Investment Pool	\$ 3,298,647,349	\$ 22,389,966	0.67%	369
Orange County Educational Investment Pool	\$ 3,031,196,525	\$ 18,576,857	0.63%	326

**ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING December 31, 2011**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in his projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending December 31, 2011, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2011 - Ending Cash				\$ 8,780,387
July	\$ 388,913,341	\$ 514,197,806	\$ 611,302,331	300,589,203
August	270,231,969	473,978,274	427,736,341	617,063,105
September	247,628,171	288,841,401	485,756,359	667,776,318
October	227,954,832	463,419,257	353,713,220	1,005,437,187
November	135,096,039	999,858,207	452,760,341	1,687,631,091
December	255,026,859	1,916,213,227	2,016,777,737	1,842,093,440

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2011 - Ending Cash				\$ 8,703,446
July	\$ 609,437,826	\$ 398,614,258	\$ 395,115,797	621,639,733
August	164,358,373	404,075,709	438,721,220	751,352,596
September	186,689,875	515,023,958	457,614,688	995,451,741
October	125,270,997	315,214,863	516,679,119	919,258,483
November	95,371,969	421,538,211	523,614,102	912,554,561
December	123,117,295	1,334,681,935	341,622,337	2,028,731,454



JOHN CHIANG

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 07/15/2011, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2011.

Earnings Ratio		.00001304422399226
Interest Rate		0.48%
Dollar Day Total	\$	13,563,699.52
Quarter End Principal Balance	\$	149,080.30
Quarterly Interest Earned	\$	176.93

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Appointments for the Measure E Citizens' Bond Oversight Committee	
Action:	Request for Approval	

BACKGROUND

California Education Code 15278 requirements for bonds that are approved under the authority of Proposition 39 is the requirement of a citizens' bond oversight committee comprised of a minimum of seven (7) appointed members who satisfy various categories of membership. The board approved the membership of the original committee in December of 2002 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

ANALYSIS

The committee terms are based on the calendar year. Therefore, we recommend that the following appointments be approved, filling the current vacancies as follows:

Name	Membership Category	Recommended Action
Jasmine Ordaz	SAC Student Representative	Appoint
Rachel Ann Bulosan	SCC Student Representative	Appoint
Dean Strenger	Foundation – SCC	Appoint

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointments of the Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date: August 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Legal Services Agreement with the Law Offices of Gregory D. Thatch	
Action:	Request for Approval	

BACKGROUND

The law firm of Gregory D. Thatch specializes in facilities development projects and government land use. On September 13, 2010, the Board authorized the use of the Law Offices of Gregory D. Thatch with a not to exceed amount of \$10,000. That amount has been exhausted.

ANALYSIS

Legal counsel is requested to continue to assist and represent the RSCCD in the proposed Peace Officers Memorial long term lease negotiations and lease documents.

Hourly rates for the Law Offices of Gregory D. Thatch attorneys range from \$250 per hour to \$525 per hour. Law clerks time will be billed at the rate of \$75 per hour. Reimbursable costs for out-of-pocket expenses and travel is in addition to these hourly rates.

RECOMMENDATION

It is recommended that the Board of Trustees approve the increase of additional authorization of \$15,000 for the Law Office of Gregory D. Thatch to provide legal services as presented.

Fiscal Impact:	\$15,000 plus reimbursables	Board Date: August 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Adoption of Resolution No. 11-31 – Resolution Soliciting Lease, Design and Construction Bids – Memorial at the Orange County Sheriff’s Regional Training Academy	
Action:	Request for Approval	

BACKGROUND

The Orange County Sheriff’s Advisory Council is interested in moving the current Peace Officer’s Memorial from downtown Santa Ana and to construct a newer memorial at the Santa Ana College Orange County Sheriff’s Regional Training Academy (OCSRTA) parking lot area. The OC Sheriff’s Council made a presentation to the RSCCD Board of Trustees on the proposed project approximately two years ago. The Council has been actively raising funds for the construction of the new memorial and is now prepared to commit financial resources to the project.

CA Education Code 81365 states:

Before ordering the sale or lease of any property, the governing board, in a regular open meeting, by a two-thirds vote of all its members, shall adopt a resolution, declaring its intention to sell or lease the property, as the case may be. The resolution shall describe the property proposed to be sold or leased in such manner as to identify it and shall specify the minimum price or rental and the terms upon which it will be sold or leased and the commission, or rate thereof, if any, which the board will pay to a licensed real estate broker out of the minimum price or rental. The resolution shall fix a time not less than three weeks thereafter for a public meeting of the governing board to be held at its regular place of meeting, at which sealed proposals to purchase or lease will be received and considered

ANALYSIS

It is the intent for RSCCD to enter into a long term lease (99 years) to provide the space on district property in the parking lot area, not needed for instructional purposes at the lease, at the rate of one dollar per year payable in advance.

The attached resolution soliciting lease bids to lease district property for the project and the design and construction of the memorial was prepared by district’s legal counsel (Larry Larsen) and complies with Education Code requirements. The Orange County Sheriff’s Advisory Council is expected, at this time, to be the only responding bidder. At the end of a 30 day window period a determination will be made based on receipt of sealed bids. It is anticipated that a final negotiated lease proposal will be presented for Board approval at the October 12th Board meeting.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the attached Resolution No. 11-31 to solicit bids for the memorial at the Orange County Sheriff’s Regional Training Academy as presented.

Fiscal Impact:	None	Board Date: August 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution Soliciting Lease, Design and Construction Bids for a Fixed Memorial at
the Orange County Sheriff's Regional Training Academy to Honor Orange County
Sheriff's Deputies who have Fallen in the Line of Duty.**

Resolution No. 11-31

WHEREAS, the Santa Ana College Orange County Sheriff's Regional Training Academy ("Academy") located on real property owned by the Rancho Santiago Community College District ("District"), located at 15991 Armstrong Boulevard, Tustin, California serves up to 800 cadets of the Orange County Sheriff's Department; and,

WHEREAS, the Academy provides -education and training opportunities for existing law enforcement officers in Orange County and around the state; and,

WHEREAS, the Academy is a testament to the 39 year partnership between the District and the Orange County Sheriff's Department; and,

WHEREAS, through this leading-edge facility and the education and training expertise of the District and the Orange County Sheriff's Department, local law enforcement officers are among the best trained in the nation; and,

WHEREAS, since 1912, nine Orange County Deputy Sheriff's Deputies have made the ultimate sacrifice, falling in the line of duty, and

WHEREAS, -the District currently has real property available for use as a memorial that is not needed for instructional purposes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the District, orders the advertisement for bids to lease property and design and construct a fixed memorial on the District's real property in Tustin, California, to honor Orange County Peace Officers who have fallen in the line of duty with the following general specifications:

1. The property to be leased shall consist of approximately 40,000 square feet in the existing Academy parking lot, as generally depicted on Attachment A.
2. Said Property shall be leased to the highest responsible bidder for not less than \$1.00 per year for a period not to exceed 99 years and in accordance with the general terms and conditions of the lease agreement, copies of which are available from the Office of the Vice Chancellor for Business Operations and Fiscal Services. Bidders shall identify any revisions they are proposing to the terms of the District's standard form lease agreement in their responses and describe the rationale for their proposed lease revisions.

3. The erected structure shall include a memorial wall and sculpture(s), and include the names of the fallen Peace Officers.
4. All construction shall be in compliance with the California Division of State Architect requirements.

BE IT FURTHER RESOLVED that Santa Ana College President Erlinda Martinez, Ed.D. is hereby directed to receive and open sealed bids on September 15, 2011 at 1530 West 17th Street, Santa Ana, CA 92706, Administration Building – Room S206. The final acceptance of a bid, or rejection of all bids, shall be made at a public meeting of the District's Board of Trustees.

Dated this 22 day of August, 2011.

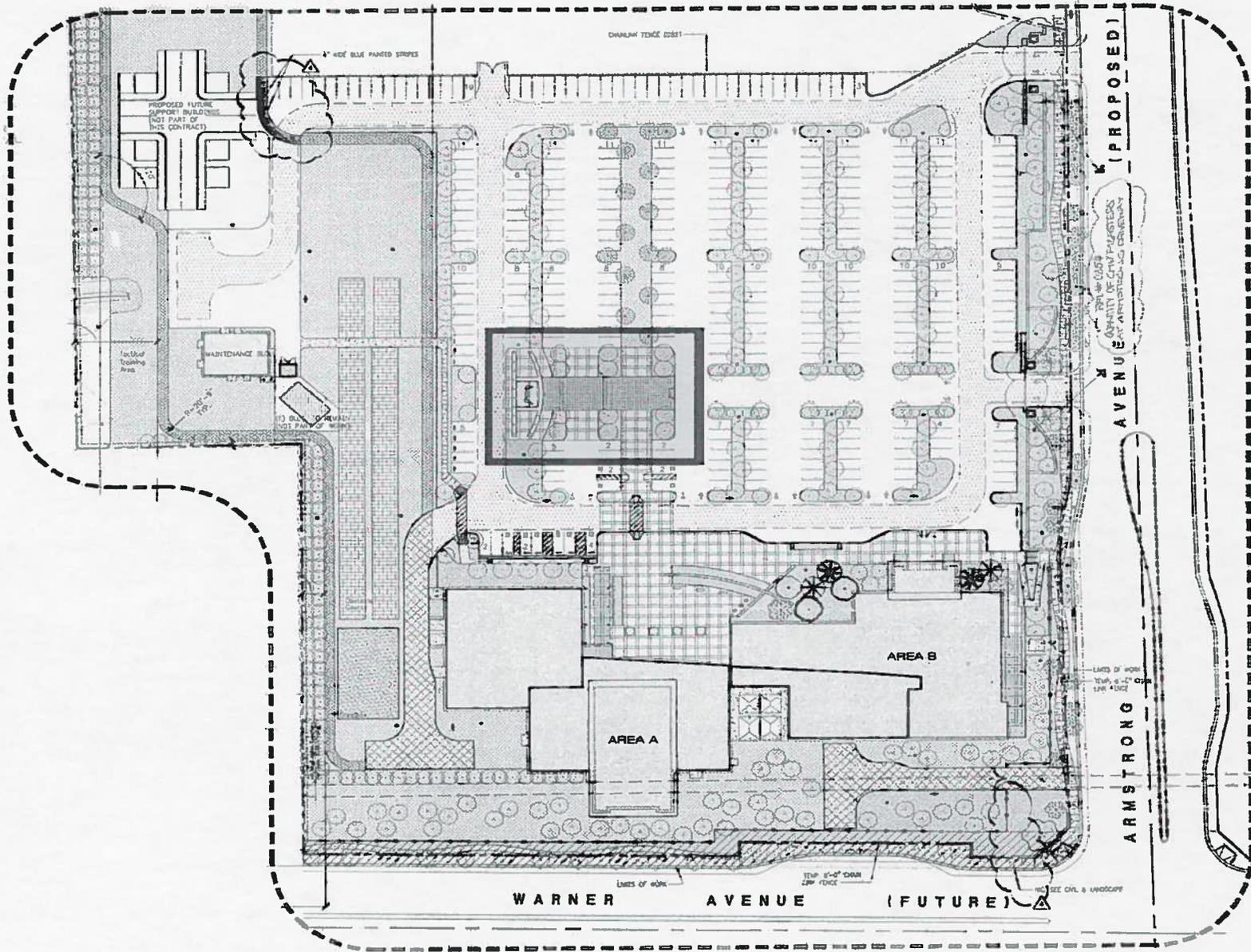
Ayes:

Noes:

Absent:

Abstain:

Dr. Raul Rodriguez, Chancellor
Secretary to the Board of Trustees



Orange County Sheriff's Regional Training Academy

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Increase to Architect Contract – Westberg+White, Inc.	
Action:	Request for Approval	

BACKGROUND

On September 13, 2010, an architectural services agreement was approved for Westberg+White, Inc. to design various campus improvement projects, the new soccer field and new roadway cul-de-sacs for Santa Ana College. While working through the design of those projects, the district and campus determined that the exteriors of four existing campus buildings (Library, Chavez, Planetarium and Administration) and one outdoor space (pedestrian pathway south of the football/track field) were in need of updating, standardizing and various code compliant upgrades (signage, ADA accessibility and safety upgrades).

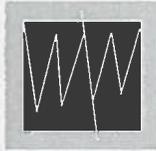
ANALYSIS

Total estimated increase in architecture fees based on the estimated increase to construction costs is \$359,000 plus reimbursable expenses. Reimbursable costs are estimated at \$15,000. This project is funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve the increase to the architect contract with Westberg+White, Inc. as presented.

Fiscal Impact:	\$359,000 plus reimbursable expenses	Board Date: August 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services and Dr. Erlinda J. Martinez, President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	



WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

July 8, 2011

Peter Hardash, Vice Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

Re: Proposal for Architectural Services for various campus wide building improvements at Santa Ana College. "Exterior building elevation modifications"

Dear Peter,

Westberg+White is pleased to submit our proposal for various campus wide building improvements at the Santa Ana College campus. Our team has recently spent time with you, President Martinez, Chancellor Rodriguez and the rest of the Campus Master Plan Implementation Team to identify the scope of work. The existing buildings targeted to evaluate were the buildings listed in the Facilities Master Plan as structures to remain. After full evaluation, our office identified four buildings and one outdoor space that would require updating. Along with the scope of work listed below, each building affected will have an updated standardized building identification and signage treatment, security elements and code compliant ADA accessibility and safety upgrades to the building entries and surrounding pathways.

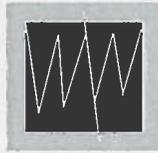
Scope of work outline;

1. Administration Building – Attachment A
 - a. Redesign existing mosaic curved wall at entry into new tile mural.
2. Planetarium Building – Attachment B
 - a. Re-skin existing building with masonry veneer to match Admin. Building.
 - b. Provide required technology and security upgrades.
 - c. Design and detail new exterior arcade, which will include columns and facade.
 - d. Design and detail new mechanical roof screen for planetarium building.
3. Chavez Building – Attachment C, D, E
 - a. Remove existing exterior wall panels as required and add exterior furred out columns and fascia.
 - b. Design and detail exterior wall signage system for display.
 - c. Design and detail exterior vertical landscape system on exterior.
 - d. Select new color palette for entire building to match campus.
4. Library Building – Attachment G
 - a. Design and detail exterior columns and balcony.
 - b. Design and detail exterior masonry veneer.
 - c. Design and detail exterior tile murals.

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SAN DIEGO SANTA MARIA SAN LUIS OBISPO



WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

5. Pedestrian pathway south of football field – Attachment H
 - a. Provide construction documentation for enhancement of pedestrian pathway adjacent to football field and parking lot 11.

Other services proposed as it relates to Campus Standards

6. Research and select new color and material palettes for exterior of Campus buildings and structures.
7. Coordinate with District contracted signage consultant to research and provide design guidelines for way finding and exterior signage throughout the Campus.

Peter, we look forward working you and President Martinez and her management team on this project. We also are excited to help President Martinez meet her goal of having all this work completed prior to the College's 100 year anniversary. We feel this is an aggressive schedule but Westberg White feels confident that if we start the construction documentation soon, we should be able to achieve President Martinez's goal.

We propose compensation for the scope of services in accordance with Article VIII of the Orange County Department of Education's School Legal Services Agreement. Based on the estimated \$4,300,000 cost of construction for the scope work listed above, our fee is calculated as follows;

First	\$1 million cost @ 9 %	=\$ 90,000.00
Next	\$1 million cost @ 8.5%	=\$ 85,000.00
Next	\$4 million cost @ 8 %	=\$184,000.00
Next	\$4 million cost @7.5 %	=\$
Total Estimated Architectural fee		<u>=\$359,000.00</u>

Peter, please don't hesitate to call our office if you need further information or clarification regarding the information listed above.

Sincerely,
Westberg + White

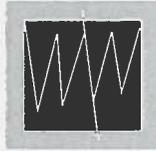
Gregory G Beard
Principal

Cc: Paul Westberg

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WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

and the Architect:

Westberg + White
14471 Chambers Rd. Suite 210
Tustin, CA 92780

Paul Westberg CA License # C11045

Location:

Santa Ana Community College

Scope of Work:

Architectural services Proposal for Architectural Services for various campus wide building improvements at Santa Ana College as stated on proposal letter dated July 8, 2011

Fee:

Percentage of final construction cost. Current fee estimated is estimated at \$359,000.00

Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect. We suggest the District budget an estimated \$15,000.00 for these project-related expenses.

Client:

Rancho Santiago Community
College District

By: _____
Peter Hardash, Vice Chancellor

Date: _____

Architect:

Westberg + White Architects

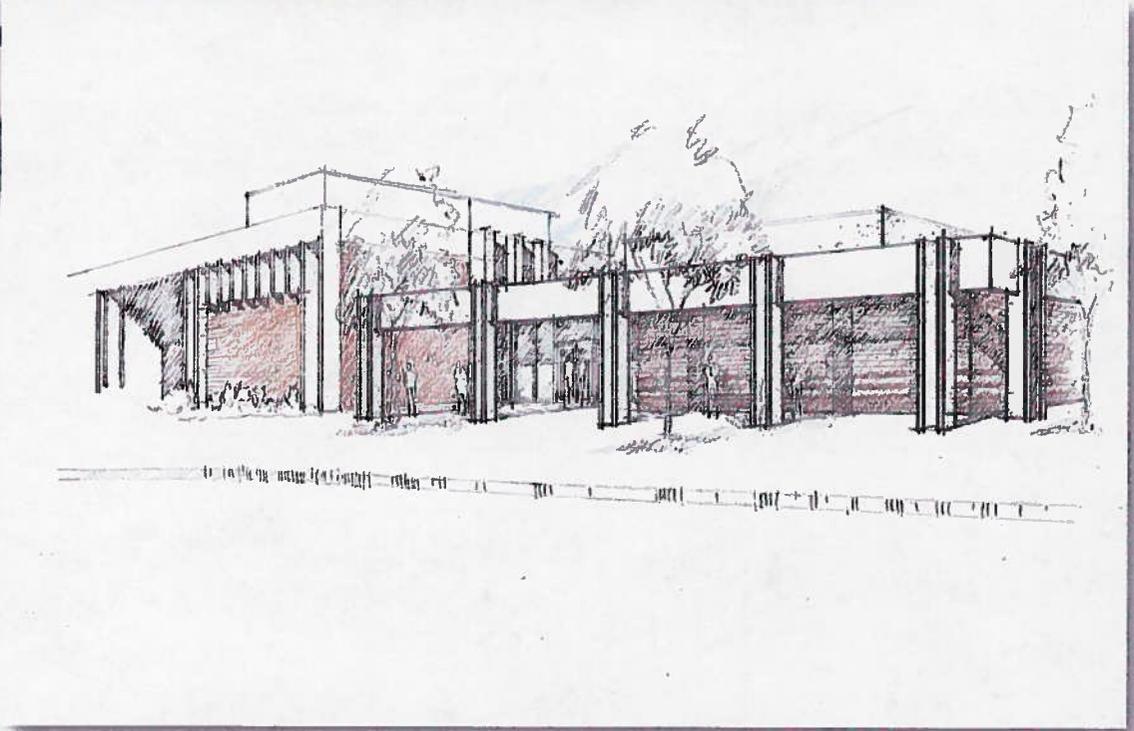
By: _____
Paul Westberg AIA
Managing Partner

Date: July 8, 2011

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Attachment A&B - Administration & Planetarium

5.9 (5)

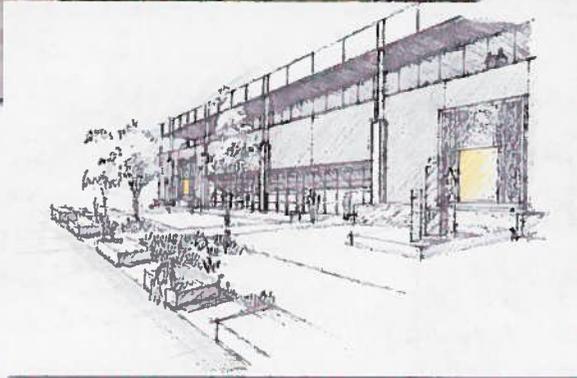
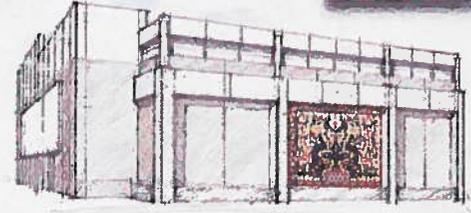


Westberg + White, Inc.

Santa Ana College

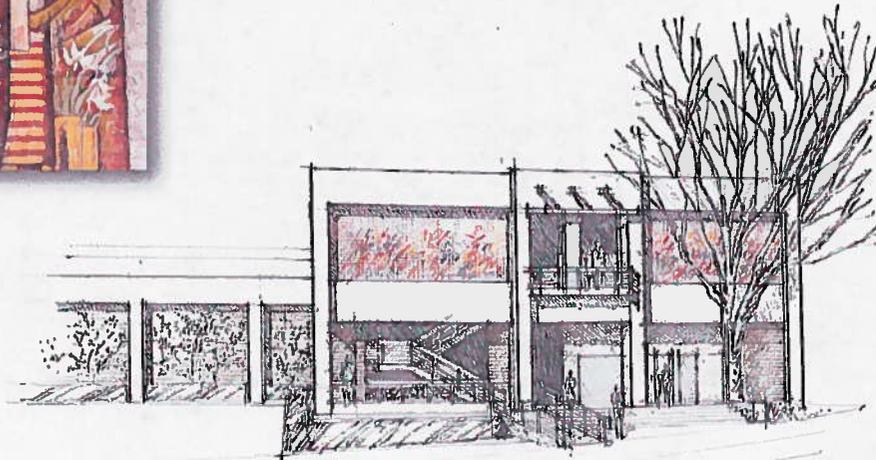
07/13/2011





Attachment C,D&E - Chavez Building





5.9 (7)

Attachment G - Library



Weslberg + White, Inc.

Santa Ana College

07/13/2011





Attachment H - Pedestrian Pathway to Expanded West College Campus

5.9(8)



Westberg + White, Inc.

Santa Ana College

07.13.2011



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of increase to Architect Contract – Westberg+White, Inc.	
Action:	Request for Approval	

BACKGROUND

On September 13, 2010, an architectural services agreement was approved for Westberg+White, Inc. to design various campus improvement projects and the new soccer field and new roadway cul-de-sacs for Santa Ana College. While working through the design of those projects, the district and campus determined that various redesign of campus perimeter entrances and signage are needed to tie in and complement the campus improvement projects.

ANALYSIS

It is estimated that this increased scope of architectural work will increase the estimated construction cost of \$10,000,000 by \$900,000 to \$10,900,000. Total estimated increase in architecture fees based on the estimated increase to construction costs is estimated at \$81,000 plus reimbursable expenses. Approved reimbursable costs are estimated at \$8,000. This project is funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve the increase to the architect contract with Westberg+White, Inc. as presented.

Fiscal Impact:	\$81,000 plus reimbursables	Board Date: August 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services and Dr. Erlinda J. Martinez, President, Santa Ana College	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	



WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

July 8, 2011

Peter Hardash, Vice Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

Re: Purchase Order # 11-P0016197
Proposal for increase of Architectural Services for Phase I, Package 3,
"17th St, Bristol St. & Washington St. Streetscapes and Redesign of College main entry"

Dear Peter,

Over the last few months our team has met with you, President Martinez and other College and District stake holders to discuss the development of various designs that are planned to be incorporated throughout the Campus. These projects include but are not limited to vehicular upgrade, signage, code compliant accessible pedestrian pathways, security upgrades as well as landscape and hardscape upgrades. During this activity we identified seven areas throughout the Campus that would be considered in need of enhancements and upgrades. We identify these areas of work as Packages within Phase I of the Facilities Master Plan. Our office has been contracted with RSCCD to provide Architectural Services for other various projects which included Packages 1 & 2. These projects are for the realignment of College Avenue, adjacent parking lots, and a new soccer field and support structures. The construction documents for these two projects have been completed and are currently under review at the Department of the State Architect office. We anticipate the projects will go out to bid in August and start of construction in early October.

Our scope of work for Package 3 takes us off course from our original identified scope; this new scope of work includes redesign of various areas along perimeter of the three bordering city streets and the redesign of the College's main entry. The main entry drive area will require a complete civil and architectural redesign to mitigate the current storm water and traffic issues. Also included is a complete redesign of the main focal point of the Campus, the corner of 17th and Bristol Streets. Please refer to Exhibit A that illustrates concept designs of these proposed projects.

Package 3 will serve as the new front door to the College. Once complete it will provide a new and profound image of the College, welcoming each and every student and citizen of the Community to embrace the learning environment of the College for the next 100 years. The entire Master Plan Implementation Team hopes that the construction of Package 3 will be completed prior to November 2012.

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SAN DIEGO SANTA MARIA SAN LUIS OBISPO



WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

Our Design, Construction Documentation and Construction Administration Services for Package 3 are as follows;

17th Street Frontage - Required Scope:

- Provide new monument power and lighting.
- Provide new parking lot lighting where new parking lot trees are added, as required.
- Provide new ADA accessible path of travel into campus as required.
- Provide new pedestrian lighting along frontage area and penetrations into the campus as required.
- Provide new landscape and hardscape per the approved design concepts.
See attached document Exhibit A

Bristol Street Frontage –Required Scope:

- Provide new monuments and alignment of vehicular and pedestrian entries along Bristol
- Provide new signage and lighting
- Modify parking layout to accommodate new trees
- Provide new parking lot lighting as required
- Modify path of travel as required
- Provide new landscape and hardscape per the approved design concepts.
See attached document Exhibit A
- Provide new landscape tree wells in parking lot adjacent to perimeter for one to two rows from perimeter of lot.

Washington Street Frontage –Required Scope:

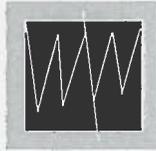
- Provide new driveway cut east of CDC (approved by City)
- Provide new signage and parking lot lighting as required
- Provide new design elements and signage at the corner of Bristol & Washington St.
- Modify path of travel as required
- Provide new landscape and hardscape per the approved design concepts.
See attached document Exhibit A
- Add new landscape tree wells in parking lot adjacent to perimeter for one to two rows from perimeter of lot to create a parking buffer for the neighboring residences off Washington St.

Peter, Westberg+White and our consultant team are requesting an increase to our original Purchase Order, to perform the required Architectural Services for Package 3. The concept designs have been developed and the next step is to start the required documentation for the Department of the State Architect to review and approve. The District's Construction Manager has estimated the cost of construction of Package 1 & 2 at \$8,200,000. Therefore \$1,800,000 will be remaining from the original \$10,000,000 for Package 3. The Construction Manager has estimated the cost of construction for Package 3 to be \$2,700,000; thus College would be short \$900,000 to construct Package 3.

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SAN DIEGO SANTA MARIA SAN LUIS OBISPO



WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

We propose compensation for the scope of services in accordance with Article VIII of our original Architectural Services Agreement dated September 13, 2010. Based on the increase construction cost of \$900,000, our fee is calculated as follows;

First	\$1 million cost @ 9 %	=\$81,000.00
Next	\$1 million cost @ 8.5%	=\$0
Next	\$4 million cost @ 8 %	=\$0
Next	\$4 million cost @7.5 %	=\$0
Total Estimated Architectural fee=		<u>\$81,000.00</u>

Peter, please don't hesitate to call our office if you need further information or clarification regarding the information listed above.

Sincerely,
Westberg + White

Gregory G Beard
Principal

Cc: Paul Westberg

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SAN DIEGO SANTA MARIA SAN LUIS OBISPO



WESTBERG + WHITE, INC.

ARCHITECTS AND PLANNERS

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

and the Architect:

Westberg + White
14471 Chambers Rd. Suite 210
Tustin, CA 92780

Paul Westberg CA License # C11045

Location:

Santa Ana Community College

Scope of Work:

Proposal for increase of Architectural Services for Phase I, Package 3, 17th St., Bristol St. & Washington St. Streetscapes and Redesign of College main entry as stated in proposal letter dated July 8, 2011.

Fee:

Percentage of final cost of construction. Current fee is currently estimated at \$81,000.00

Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect. We suggest the District budget an estimated \$8,000.00 for these project-related expenses.

Client:

Rancho Santiago Community
College District

By: _____
Peter Hardash, Vice Chancellor

Date: _____

Architect:

Westberg + White Architects

By: _____
Paul Westberg AIA
Managing Partner

Date: July 8, 2011

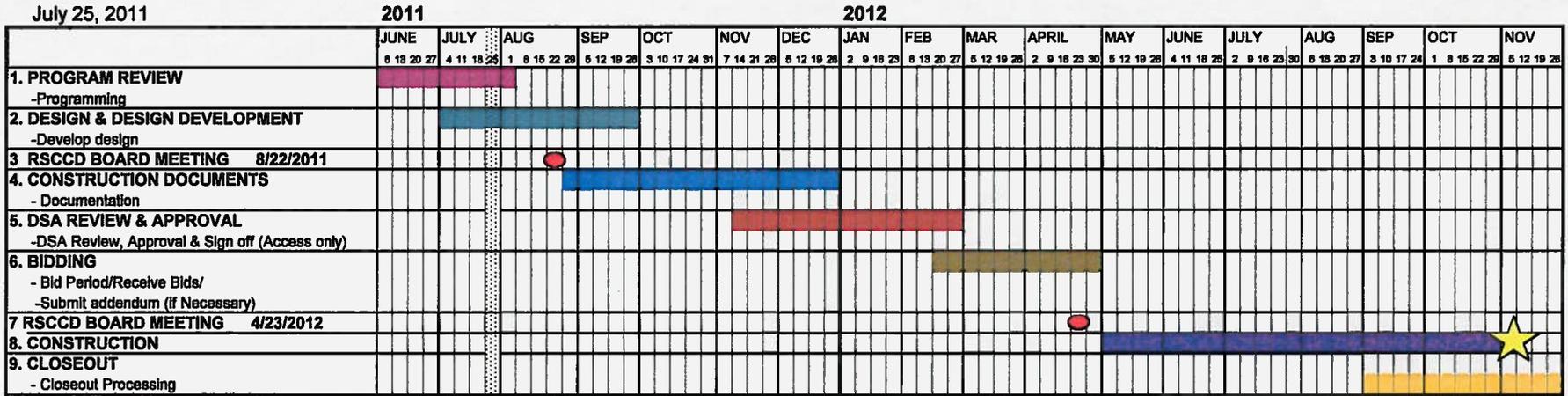
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SAN DIEGO SANTA MARIA SAN LUIS OBISPO

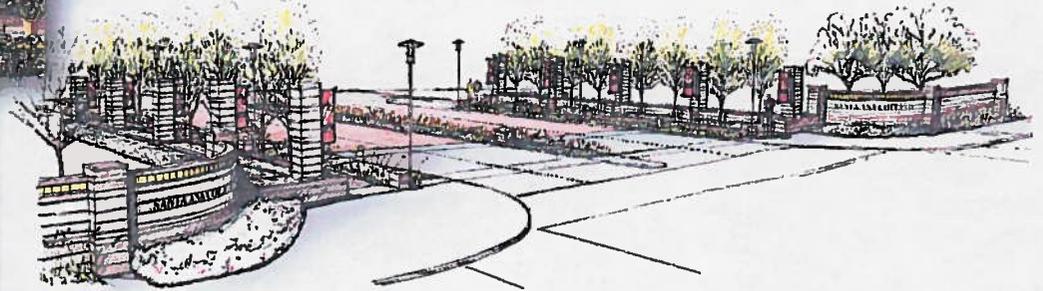
Rancho Satiago Cummunity College District
 Santa Ana College
 PHASE 1 - PACKAGE 3

Westberg + White Architects





17th & Bristol Corner Public Garden Entrance



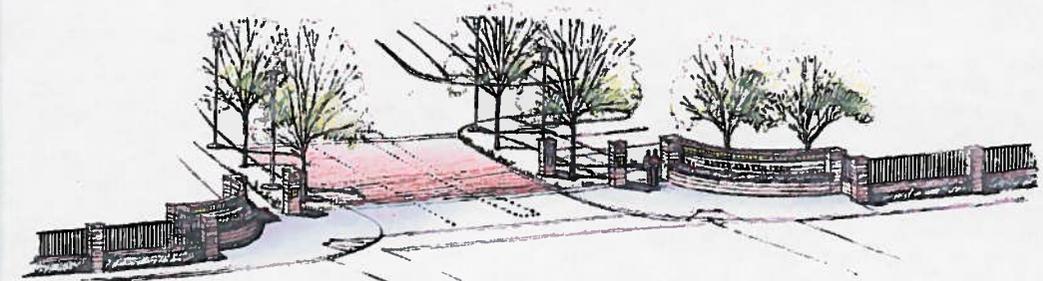
17th Street Main Campus Entrance



17th Street Pedestrian Access at Bus Stop



Washington Street Frontage



College Ave. Entrance - Bristol Street Entrance Similar

5.10 (7)

Exhibit A



Westberg + White, Inc.

Santa Ana College

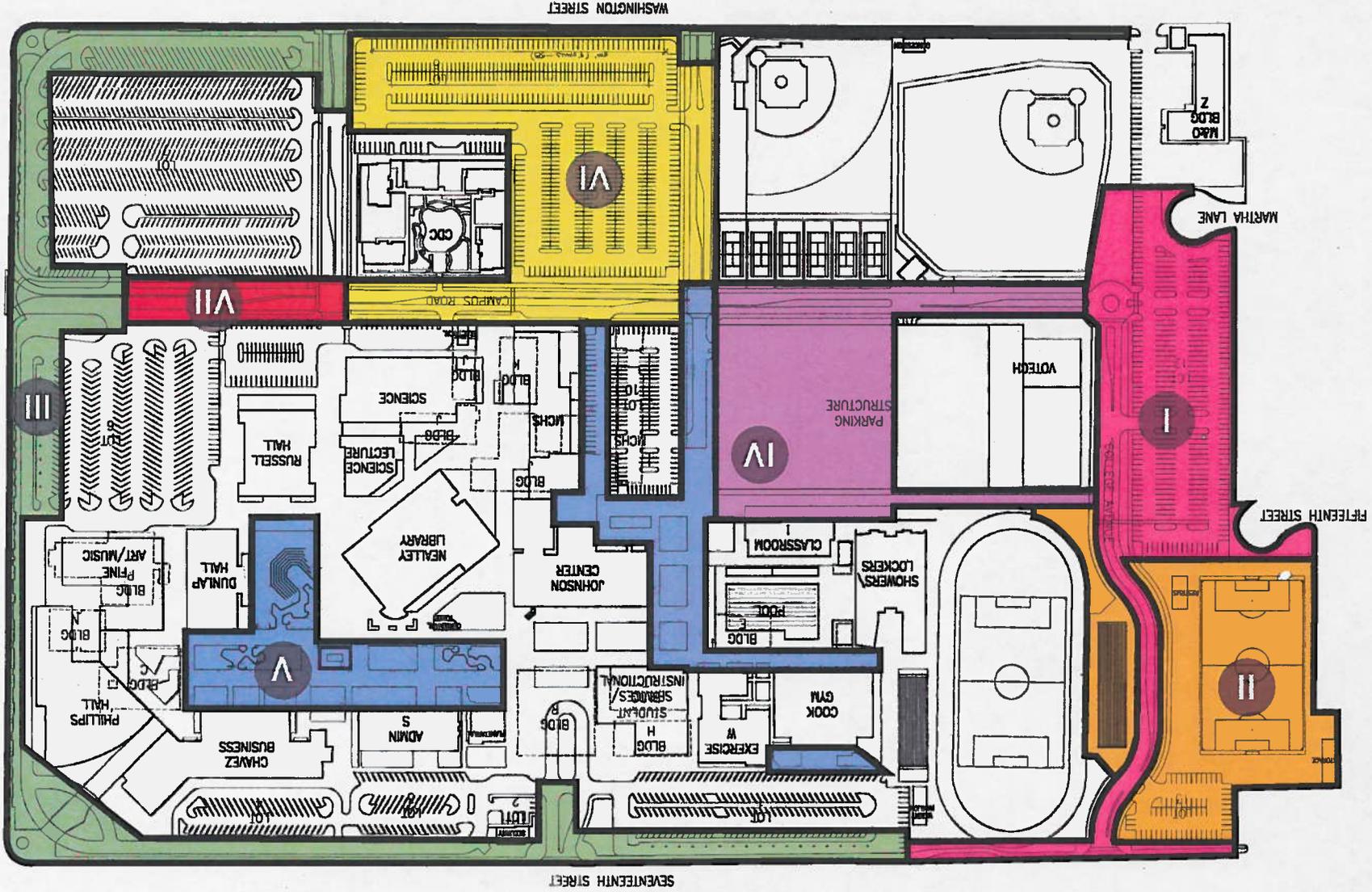
07/13/2011





Exhibit A

- Package I
- Package II
- Package III
- Package IV
- Package V
- Package VI
- Package VII



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of the Orange County Sanitation District Fees – Settlement Agreement	
Action:	Request for Approval	

BACKGROUND

The Orange County Department of Education (OCDE) has been advising and representing all Orange County school districts and community college districts on the handling of the proposed Capital Facilities Capacity Charges (CFCC) assessed by the Orange County Sanitation District (OCSD). Ron Wenkart, OCDE General Counsel, along with a representative group of Chief Business Officials from select districts in the county have been meeting and negotiating with the OCSD on the implementation and calculation of these fees. Over several years, the OCSD has sent out invoices to all districts for these capital facilities fees. OCDE has advised that districts not pay these fees until negotiations have determined satisfactory fees. An agreement has now been reached with the OCSD and is subject to approval by the OCSD Board and each individual school and community college district.

ANALYSIS

There are four elements to the settlement agreement. 1.) OCSD is willing to reclassify school districts from the average demand use category to the low demand use category. This will save CFCC costs for districts. OCSD will to begin charging CFCCs to school districts based on the low demand use category prospectively as of July 1, 2011. 2.) All invoices for CFCC fees prior to July 1, 2011 will be forgiven. There will be no reimbursement of CFCCs already paid by any district. The RSCCD has not paid hundreds of thousands of dollars for any prior CFCC invoices per OCDE's recommendation. 3.) CFCC charges will only apply to "net increase in square footage or capacity." OCSD had attempted to charge districts for any space from any square footage construction. Replacement structures and modernization structures will not be charged. 4.) Future increases to the square footage CFCC rates will be based on the ENR cost index, an industry standard established in law.

RECOMMENDATION

It is recommended that the Board of Trustees approve the General Release and Settlement Agreement with the Orange County Sanitation District as presented.

Fiscal Impact:	TBD based on agreement	Board Date: August 22, 2011
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



ORANGE COUNTY SANITATION DISTRICT

We protect public health and the environment by providing effective wastewater collection, treatment, and recycling.

June 6, 2011

Wendy Benkert, Ed.D.
Assistant Superintendent, Business Services
Orange County Department of Education
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, CA 92628-9050

SUBJECT: OCSD Capital Facilities Capacity Charges

In your letter of January 19, 2011 addressed to Angela Brandt of my office, you presented a proposal on behalf of the school districts within OCSD to resolve our ongoing negotiations over the appropriate amount of Capital Facilities Capacity Charges ("CFCCs") for school district projects. Your proposal contains four elements: (1) OCSD will place school districts in the "low demand" use category; (2) OCSD will begin charging the CFCC to school districts as of July 1, 2011; (3) for projects that involve replacement structures and/or modernization, the CFCC must be based on the "net increase in square footage or capacity"; and (4) any increases in the CFCC must be tied to the relevant Consumer Price Index. This letter responds to your proposal.

Use Category. You propose in your letter that OCSD reclassify school districts from the "average demand" use category to the "low demand" use category. In order to resolve this issue once and for all, subject to approval by the OCSD Board of Directors, OCSD is willing to reclassify school districts from the average demand use category to the low demand use category. In exchange, of course, the school districts must agree to pay the CFCC.

Effective Date. Also subject to approval by the OCSD Board of Directors, OCSD is willing to begin charging CFCCs to school districts based on the low demand use category as of July 1, 2011 (except to the extent that certain school districts have already paid CFCCs prior to that date; there will be no reimbursement of CFCCs already paid).

Serving
Anahaim
Brea
Buenos Park
Cypress
Fountain Valley
Fullerton
Garden Grove
Huntington Beach
Irvine
La Habra
La Palma
Los Alamitos
Newport Beach
Orange
Placentia
Santa Ana
Seal Beach
Stanton
Tustin
Villa Park
Yorba Linda
Costa Mesa
Sanitary District
Midway City
Sanitary District
Irvine Ranch
Water District
County of Orange





Wendy Benkert, Ed.D.
June 6, 2011
Page 2

Replacement/Modernization Projects. Under the existing CFCC Ordinance, CFCCs for replacement and modernization projects already are, in effect, based on the net increase in square footage. Section 2.11 of the CFCC Ordinance provides as follows:

**Section 2.11. Capital Facilities Capacity Charge:
Replacement Structures.**

For new construction replacing former structures, the Capital Facilities Capacity Charge shall be calculated and paid to the OCSD on the rate basis of the category of the new use and the amounts as set forth in Table A, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Table A that would be for the prior category of use which was terminated and removed.

Under Section 2.11, when a school district project will replace an existing building with a new building, the CFCC for the new building will be reduced by an amount equal to the CFCC that would have been charged for the existing building. Thus, in effect, the CFCC for the new building will be based on the net increase in square footage.

Similarly, Section 2.12 provides as follows:

**Section 2.12. Capital Facilities Capacity Charge:
Remodeled Structures.**

In the case of existing structures connected to the OCSD's system facilities, to which new construction or alteration is made to change or increase the category of use or number of bedrooms, a Capital Facilities Capacity Charge shall be calculated and paid to the OCSD on the rate basis of the category of the new use and the amounts as set forth in Table A, less a credit



Wendy Benkert, Ed.D.
June 6, 2011
Page 3

amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Table A for the prior category of use.

Under Section 2.12, when a school district remodels an existing building, the CFCC for the remodeled building will be reduced by an amount equal to the CFCC that would have been charged for the existing building prior to modernization. Thus, again, the CFCC is in effect based on the net increase in square footage.

Increases Based on the CPI. Pursuant to the CFCC ordinance, CFCCs are adjusted annually based on the increase in the Engineering News-Record construction cost index for Los Angeles ("ENR Index") as of December of the prior year. The ENR Index is a better measure than the CPI for this purpose because the ENR Index is focused specifically on construction costs rather than consumer prices generally.

The CFCCs are also adjusted periodically based on updates to OCSD's Facilities Master Plan. Each Master Plan identifies the capital improvement projects that will be necessary over the following 20 years to meet OCSD's needs, and the estimated cost of those projects. The CFCCs are based on the cost estimates set forth in the most recent Facilities Master Plan.

Unfortunately, OCSD cannot establish a separate formula for school districts based on the CPI. Proposition 218 and other state laws require OCSD to charge each entity based on that entity's fair share of the costs of the sewer services provided by OCSD. Any future increase in the CPI may not, and probably will not, accurately reflect the school districts' fair share of CFCC revenue based on the most recent Facilities Master Plan.

I sincerely hope that we can resolve this matter on these terms. Please let me know if you have any questions. I look forward to hearing from you.

Lorenzo Tyner
Director of Finance and Administrative Services

LT:jmf

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GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (the "Agreement") is entered into by and between Rancho Santiago District ("District") and the Orange County Sanitation District ("OCSD"). The above named entities are referred to individually as "Party" and collectively as "Parties." This Agreement is based upon the following factual recitals:

RECITALS

A. The OCSD and District have been in disagreement over the levying of capital facilities capacity charges by the Sanitation District for several years.

B. On January 19, 2011, the Orange County Department of Education, on behalf of the districts, proposed that school districts and community college districts be placed in the low demand group and that districts be charged fees based on the fees for low demand users. It was further proposed that these changes be implemented effective July 1, 2011, and that any fee increases be tied to the Consumer Price Index. It was further proposed that the amount of fees should be based on any net increase in square footage or capacity. (Copy attached hereto as Exhibit A).

C. On June 6, 2011, OCSD responded to the Orange County Department of Education and proposed the following:

1. Districts will be placed in the "low demand" use category;
2. OCSD will begin charging the capital facilities capacity charges to districts as of July 1, 2011;
3. For projects that involve replacement structures and modernization, the capital facilities capacity charges must be based on the net increase in square footage or capacity;
4. Any increase in the capital facilities capacity charges must be tied to the relevant Consumer Price Index;

A copy of the June 6 proposal is attached hereto as Exhibit B.

AGREEMENT

In consideration of the following terms and conditions, the Parties agree as follows:

1. **Recitals.** The Parties incorporate the above Recitals as if fully restated in the Agreement.
2. **Low Demand Use Category.** Districts will be placed in the low demand use category.

3. **Effective Date.** OCSD will begin charging capital facilities capacity charges effective July 1, 2011.

4. **Replacement/Modernization Projects.** Under the existing CFCC Ordinance, CFCCs for replacement and modernization projects will be based on the net increase in square footage. Section 2.11 of the CFCC Ordinance provides as follows:

Section 2.11. Capital Facilities Capacity Charge: Replacement Structures.

For new construction replacing former structures, the Capital Facilities Capacity Charge shall be calculated and paid to the OCSD on the rate basis of the category of the new use and the amounts as set forth in Table A, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Table A that would be for the prior category of use which was terminated and removed.

Under Section 2.11, when a district project will replace an existing building with a new building, the CFCC for the new building will be reduced by an amount equal to the CFCC that would have been charged for the existing building. Thus, in effect, the CFCC for the new building will be based on the net increase in square footage.

Similarly, Section 2.12 provides as follows:

Section 2.12. Capital Facilities Capacity Charge: Remodeled Structures.

In the case of existing structures connected to the OCSD's system facilities, to which new construction or alteration is made to change or increase the category of use or number of bedrooms, a Capital Facilities Capacity Charge shall be calculated and paid to the OCSD on the rate basis of the category of the new use and the amounts as set forth in Table A, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Table A for the prior category of use.

Under Section 2.12, when a district remodels an existing building, the CFCC for the remodeled building will be reduced by an amount equal to the CFCC that would have been charged for the existing building prior to modernization. Thus, again, the CFCC is in effect based on the net increase square footage.

5. **Increase Based on CPI.** Pursuant to the CFCC ordinance, CFCCs will be adjusted annually based on the increase in the Engineering News-Record Construction Cost Index for Los Angeles (ENR Index) as of December of the prior year.

6. **Section 1542 Waiver.** The Parties specifically waive the provisions of Section 1542 of the California Civil Code, and any other similar statute or provision, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties expressly waive and release any right or benefit which they have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that such rights and benefits may be waived. In connection with such waiver and relinquishment, the Parties acknowledge that they are aware and they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the intention of the Parties, through this Agreement, and with the advice of counsel, to fully, finally, and forever settle and release all such matters relating to claims against OCDE and the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative hereto.

7. **Integration.** The Parties to this Agreement acknowledge that they are signing this Agreement entirely upon their own volition, individual judgment, belief, and knowledge, and that they are entering into this Agreement without reliance upon any statement or representation by any other Party or any other person except as contained in this Agreement. The Parties further acknowledge that no promise, inducement or agreement which is not expressly set forth in this Agreement has been made to them; that this Agreement contains, and is, the entire integrated agreement and understanding between and among the Parties concerning the Disputes and the Action; that this Agreement supersedes any prior written or oral agreements, promises, negotiations or representations that the Parties may have had regarding the Disputes and the Action; and that the terms of this Agreement are contractual and not mere recitals.

8. **Severability.** The Parties agree that should any of the provisions of this Agreement be judicially determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. **Modifications.** Any alteration, change or modification of this Agreement, in order to become effective, shall be made by written instrument and signed by each Party.

10. **Applicable Law.** This Agreement shall be construed in accordance with, and be governed by California State and Federal Law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

11. **Counterparts.** This Agreement may be signed and delivered in two or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the

Agreement shall not be binding on any party until all parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

12. **Authorized Signatures.** The Parties signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties. In the event any signatory to this Agreement is not so authorized, said signatory agrees to hold harmless and indemnify any other Party to this Agreement from and against any damages, claims, obligations, or causes of action that may result due to a breach of this warranty.

13. **Confidentiality.** The Parties agree that the terms and conditions of this Agreement shall remain confidential. The Parties do not consent to the disclosure and admissibility of this document, except as required for implementation by District and enforcement by the Parties or any subsequent public local educational agency, or as otherwise required by law.

IN WITNESS WHEREOF, the Parties hereto and their respective attorneys have approved and executed this Agreement on the date set forth opposite their respective signatures.

Rancho Santiago Community CollegeDISTRICT

Dated: _____, 2011

By: _____

(Typed Name) Peter J. Hardash

(Typed Title) Vice Chancellor

Business Operations/Fiscal
Services

Approved as to Form:

By: _____

Ronald D. Wenkart
Schools Legal Services

Dated: _____, 2011

ORANGE COUNTY SANITATION DISTRICT

Dated: _____, 2011

By: _____

(Typed Name)

(Typed Title)

Approved as to Form:

By: _____

(Typed Name)

Attorney for

Orange County Sanitation District

Dated: _____, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To: Board of Trustees	Date: August 22, 2011
Re: Approval of Lease Agreement with Exarray, Inc.	
Action: Request for Approval	

BACKGROUND

RSCCD's Digital Media Center (DMC) operates a business incubator leasing offices to start-up digital media companies.

ANALYSIS

Exarray, Inc. is a company that commercializes an ultra-high resolution spectroscopic digital imaging technology for biotechnical assay applications. Exarray, Inc. will develop and commercialize a real-time imaging screening system that quantitatively analyzes thousands biological assays at a time. Exarray's product is based on cutting-edge optoelectronic digital technology, which provides a ultra-high resolution chromatic imaging capability.

Lease is for one year. Commencement date: July 20, 2011. Expiration date: July 19, 2012

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Exarray and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: \$5,406 a year	Board Date: August 22, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**Digital Media Center
LEASE**

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and Exarray, Inc. ("Tenant"), is dated July 12, 2011.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (Initial): \$ 5,406.00 per year.
- b. Base Year: The calendar year of 2011.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: July 20, 2011
- e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. Expense Stop: (fill in if applicable): \$ N/A
- g. Expiration Date: July 19, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.
- h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).
- i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640
Tenant's Mailing Address: 1725 Avenida Selva, Fullerton, CA 92833
- j. Monthly Installments of Base Rent (Initial): \$ 450.50 per month.
- k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 2 cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.
- l. Premises: that portion of the Building containing approximately 265 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 236
- m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.

- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "index" hereunder.

5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.

- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

- i. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project); (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair

market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
- (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
 - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
 - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
 - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.
6. INTEREST AND LATE CHARGES:
If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.
7. SECURITY DEPOSIT:
Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.
- If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-

tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. **CONDITION OF THE PREMISES:**

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. **CONSTRUCTION, REPAIRS AND MAINTENANCE:**

a. **Landlord's Obligations:** Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.

b. **Tenant's Obligations:**

(1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".

(2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

c. **Compliance with Law:** Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. **Waiver by Tenant:** Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. **Load and Equipment Limits:** Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install

business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:
 - (1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;
 - (2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
 - (3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
 - (4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
 - (5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**
- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**
- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**
- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-

ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the

premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
 - c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
 - d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.
23. **WAIVER OF SUBROGATION:**
Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
24. **SUBORDINATION AND ATTORNMENT:**
Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.
- In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.
25. **TENANT ESTOPPEL CERTIFICATES:**
Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
 - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
 - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
 - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
 - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
 - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hos-

file government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to

lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. **Furnishing of Financial Statements; Tenant's Representations.** In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
 - l. **Further Assurances.** The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
 - m. **Mortgagee Protection.** Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
 - n. **Prior Agreements; Amendments.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
 - o. **Recording.** Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
 - p. **Severability.** A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
 - q. **Successors and Assigns.** This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
 - r. **Time of the Essence.** Time is of the essence of this Lease.
 - s. **Waiver.** No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
 - t. **Compliance.** The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. **CHANGES TO COMMON AREAS.** Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, with-

out incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.f of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11.b of this Lease; provided, however, that if such Mandatory Work is required during the last year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the

option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. NO REPRESENTATION AS TO SUITABILITY OF PREMISES: Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. LIMITATION ON TENANT'S REPAIRS: Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. CONSTRUCTION INSURANCE: In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. WAIVER OF JURY TRIAL: Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. HAZARDOUS MATERIALS: Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. TENANT'S HAZARDOUS MATERIAL INDEMNITY: Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing Indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. INDEPENDENT COVENANTS: The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.
52. RIGHT TO LEASE: Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the inter-

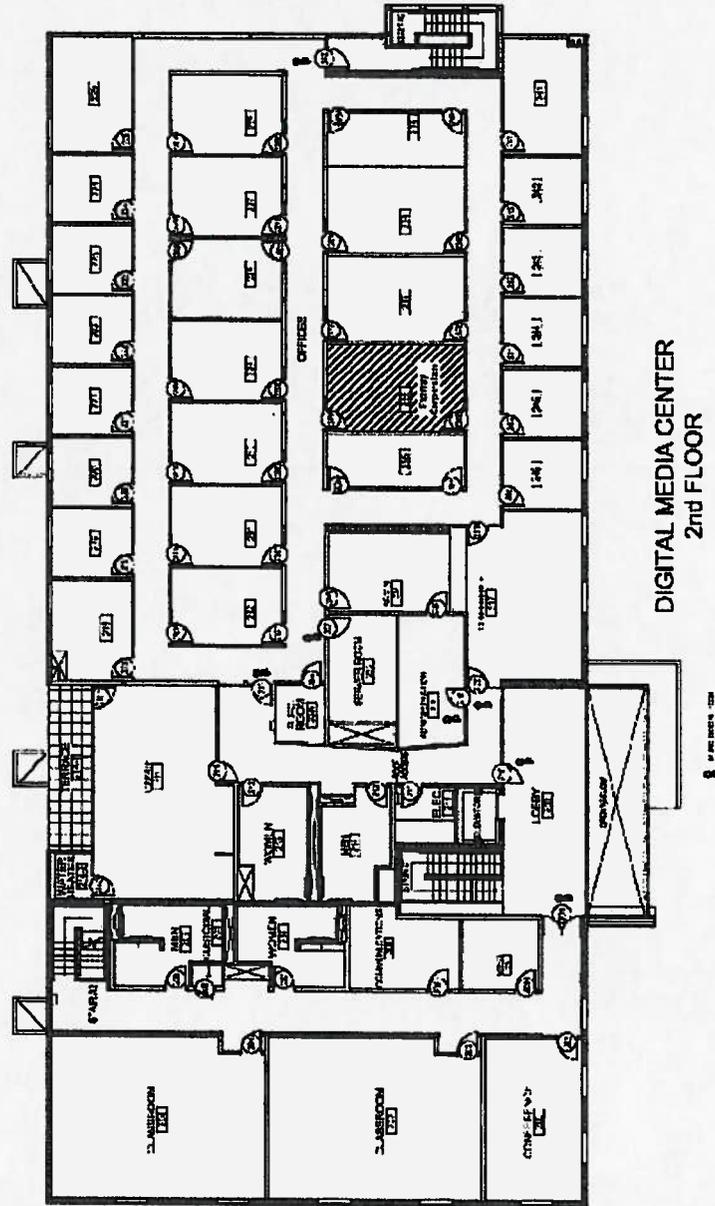
ests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.

53. **CONSENT TO JURISDICTION AND SERVICE OF PROCESS:** All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. **REMEDIES:** No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. **COVENANTS AND CONDITIONS:** All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. **CONSTRUCTION:** The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. **RENTAL RATE:**
- | Year | Rent |
|------|--|
| 1 | \$1.70 per rentable square foot per month full service gross |
59. **TENANT IMPROVEMENTS:** N/A
60. **USE OF INCUTRACK:**
IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the Incubator.
- Milestones.** Tenant shall establish quarterly milestones with the DMC Director and use IncuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
 - Statistical Data.** Tenant shall use IncuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" EXARRAY, INC.
By: _____	By: <u><i>Gibum Kim</i></u>
Name: <u>Peter J. Hardash</u>	Name: <u>Dr. Gibum "Glen" Kim</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>VP and CTO</u>

EXHIBIT A
FLOOR PLAN



DIGITAL MEDIA CENTER
2nd FLOOR

EXHIBIT B
SITE PLAN

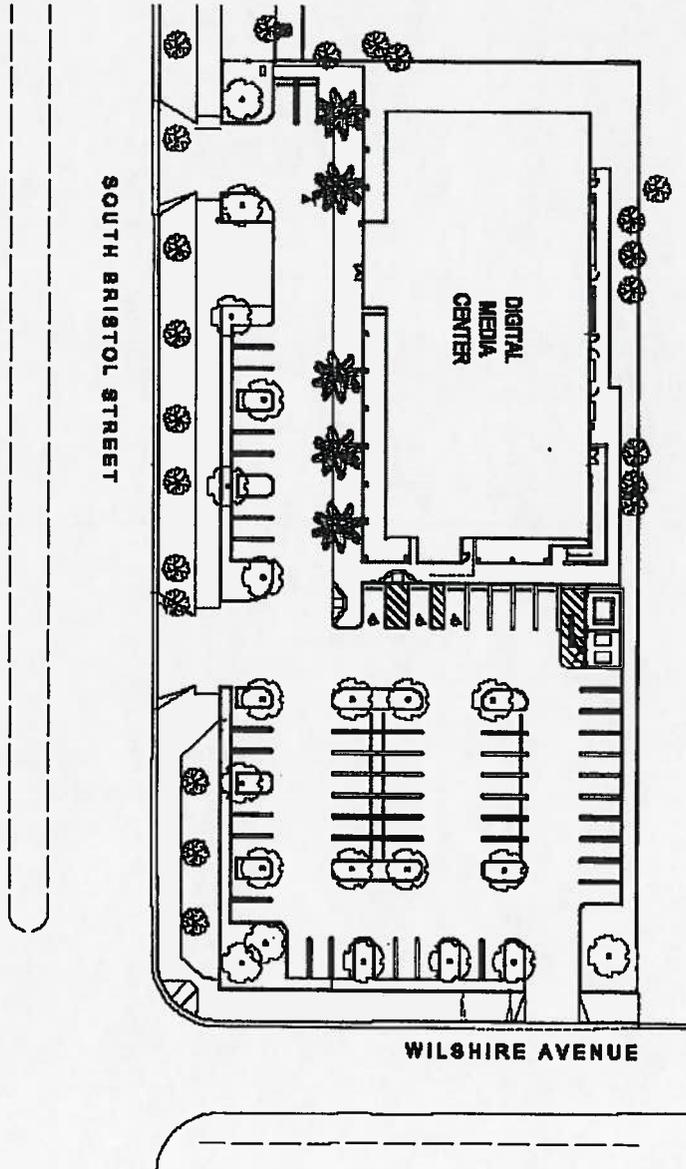


EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated July 12, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Exarray, Inc., ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 236 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence; as such issues will arise during the actual construction of the Tenant improvements.

1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.
2. Landlord Improvements: All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A
3. Miscellaneous:
 - 3.1 Tenant's Representative: Tenant has designated Dr. Gibum "Glen" Kim as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.
 - 3.2 Landlord's Representative: Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter as of the date set forth above.

<p>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p>"TENANT" EXARRAY, INC.</p>
By: _____	By: <u><i>Gibum Kim</i></u>
Name: <u>Peter J. Hardash</u>	Name: <u>Dr. Gibum "Glen" Kim</u>
Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u>	Title: <u>VP and CTO</u>

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,

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DIGITAL MEDIA CENTER
RULES AND REGULATIONS

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

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DIGITAL MEDIA CENTER
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29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

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RULES AND REGULATIONS**

subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL
Landlord _____

Tenant GK

Board Approval

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Change Order #1, Bid #1178 – Improvements to Parking Lots #7, 9, 11 and Pacific Avenue at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On June 20, 2011, the Board awarded a contract to Ben’s Asphalt for Bid #1178, improvements to Parking Lots #7, 9, 11 and Pacific Avenue at Santa Ana College.

ANALYSIS:

During the course of the project certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$16,514.00. The revised contract amount is \$196,147.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.19% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1178 for Ben’s Asphalt, improvements to Parking Lots #7, 9, 11 and Pacific Avenue at Santa Ana College as presented.

Fiscal Impact:	\$16,514.00	Board Date: August 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	Parking Lots 7, 9, 11 and Pacific Avenue Improvements	Bid No. 1178	P.O. # 11-P0019468
		D.S.A. No. N/A	
Contractor:	<i>Ben's Asphalt</i>	Change Order No. 1	
Architect:	<i>LTI Engineering</i>	Date: August 1, 2011	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$179,633.00
Previous Change Orders	\$0.00	
This Change Order	\$16,514.00	
Total Change Orders		\$16,514.00
Revised Contract Amount		\$196,147.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		August 16, 2011
Revised Contract Completion Date		August 8, 2011
RSCCD Board Approval Date		August 22, 2011

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Bernards Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: <i>Parking Lots 7, 9, 11 and Pacific Avenue Improvements</i>	Bid No. <i>1178</i>	P.O. # <i>11-P0019468</i>
	D.S.A. No. <i>N/A</i>	
Contractor: <i>Ben's Asphalt</i>	Change Order No. <i>1</i>	
Architect: <i>LTI Engineering</i>	Date: <i>August 1, 2011</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Install Guardtop seal coat in Lot 9 including 25 new wheel stops</p> <p>REASON: Asphalt surface of existing parking lot requires sealer and the parking bumpers had been damaged</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$9,650.00
2.0	<p>DESCRIPTION: Provide modifications to the new concrete landing per OCTA. Repair damaged electrical conduit wire</p> <p>REASON: OCTA required additional modifications after design was completed. Conduit wire were in an unknown location and inadvertently damaged</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$11,224.00
3.0	<p>DESCRIPTION: Credit for asphalt grinding</p> <p>REASON: Grinder could not be used due to limited thickness of existing asphalt paving. Asphalt could not support the weight of the machine</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$4,360.00	
Sub-Total		\$4,360.00	\$20,874.00
Total			\$16,514.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Adoption of Resolution No. 11-29 – Earthwork for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this contract were required in order to complete the project. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 11-29 as well as Exhibit A.

Resolution 11-29 and Change Order #1 as outlined, increases the contract by \$28,475.00. The cause of the contract's increase above the 10% cap was the discovery that the original Stormwater Pollution Prevention Plan (SWPPP) was not sufficient for storm water control at the site and needed to be augmented. The District also requested revisions to the plaza area of the Humanities Building. It should be noted that Southern California Grading originally cost submittal was \$19,573.00 but was reduced to \$18,073.00, saving the District \$1,500.00.

The revised contract amount is \$267,474.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 11.91% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-29, Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$28,475.00	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 11-29

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, ("Project") to Southern California Grading ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including providing additional sandbags, inlets and other diversion materials in order to divert storm water drainage and as more fully set forth in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$28,475.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd day of August, 2011, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 25th day of July, 2011, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT A

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1151	P.O. # 10-P0014378
Contractor: Southern California Grading	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No. 1	Date: July 29, 2011	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$238,999.00
Previous Change Orders	\$0.00	
This Change Order	\$28,475.00	
Total Change Orders		\$28,475.00
Revised Contract Amount		\$267,474.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		August 22, 2011

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

EXHIBIT A, PAGE TWO

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building		Bid No. 1151	P.O. # 10-P0014378
Contractor: Southern California Grading		D.S.A. No. 04-110212	Change Order No. 1
Architect: LPA Inc		Date: 7/29/11	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Addition of sandbags, inlets and other diversion materials to control storm water runoff as required by the Stormwater Pollution Prevention Plan (SWPPP)</p> <p><u>REASON:</u> SWPPP's maintenance</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$9,713.00
2.0	<p><u>DESCRIPTION:</u> Additional material was needed at southern portion of the fencing to be used as a filtering device</p> <p><u>REASON:</u> Dust protection for SWPPP</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$689.00
3.0	<p><u>DESCRIPTION:</u> Revisions to plaza area. Southern California Grading's original submitted request was for \$19,573, and has been reduced to \$18,073.</p> <p><u>REASON:</u> To meet requirements of master plan</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$18,073.00
Sub-Total		\$0.00	\$28,475.00
Total			\$28,475.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Adoption of Resolution No. 11-30 – Concrete for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 11-30 as well as Exhibit A.

Resolution 11-30 and Change Order #1 as outlined, increases the contract by \$44,216.00. The revised contract amount is \$349,216.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 14.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-30, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$44,216.00	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 11-30

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, ("Project") to Guy Yokom Construction ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including providing 8,100 S.F. of 6 in. hot mix asphalt place in two lifts. These repairs were not included in the original scope of work and were required to complete the Loop Road work. These items are more fully described in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$44,216.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd day of August, 2011, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 25th day of July, 2011, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT A

<h1 style="margin:0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Santiago Canyon College Loop Road Extension	Bid No. 1136 P.O. # 10-BP000257
Contractor: Guy Yocom Construction	D.S.A. No. 04-110594
Architect: LPA Inc	Change Order No. 1
	Date: July 29, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$305,000.00
Previous Change Orders	\$0.00	
This Change Order	\$44,216.00	
Total Change Orders		\$44,216.00
Revised Contract Amount		\$349,216.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 19, 2011
RSCCD Board Approval Date		August 22, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

EXHIBIT A

<h1>CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Loop Road Extension		Bid No. 1136	P.O. # 10-BP000257
		D.S.A. No. 04-110594	
Contractor: Guy Yocom Construction		Change Order No. 1	
Architect: LPA Inc		Date: July 29, 2011	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Providing 8,100 sf of hot mix asphalt <u>REASON:</u> Not in the original scope of work <u>REQUESTOR:</u> LPA <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$44,216.00
Sub-Total		\$0.00	\$44,216.00
Total			\$44,216.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Architect Contract: Production of Statement of Probable Construction Cost at the Orange Education Center	
Action:	Request for Approval	

BACKGROUND:

The Orange Education Center (OEC) has been in the process of creating a state-recognized center that will cater to both credit and non-credit instruction. During this period, structural engineers and geotechnical consultants have conducted seismic reviews of the site in order to bring the Center up to current ADA Access Compliance standards.

ANALYSIS:

The next step in the process includes preparation of a Statement of Probable Construction Cost. This statement will consist of two options. Option one will include an assessment of the existing single story facility, identify the existing conditions and recommend methods to correct the deficiencies.

Option two will include the costs for the demolition of the existing center and the construction of a new, two-story building and the associated site work. A more detailed explanation of these options is in the attached proposal from R²A Architecture dated July 26, 2011. R²A Architecture has proposed a fee of \$25,055.00 plus an additional \$1,500.00 for reimbursable costs, a total of \$26,555.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposal with R²A Architecture to provide a Statement of Probable Construction Cost for the Orange Education Center as presented.

Fiscal Impact:	\$25,055 plus \$1,500.00, reimbursables	Board Date: August 22, 2011
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	



2900 Bristol St., Ste. E-205
Costa Mesa, CA 92626
Tel: 714-435-0380
Fax: 714-435-0383

R²A Architecture

July 26, 2011

Mr. Alex Oviedo
Construction Supervisor, District Construction & Support Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706

RE: Proposal for Rancho Santiago Community College District Orange Education Center
Building Analysis Phase 1 – Production of a Statement of Probable Construction Cost
R²A Architecture P/N# 9518P.00

Dear Alex,

R²A Architecture and our consultant group thank you for the opportunity to associate with you and the Rancho Santiago Community College District. In accordance with your request, we are pleased to present this proposal for the above referenced project. R²A Architecture and our consultants will be providing building costing services for this project.

The project team is made up of the same consultants from the prior project phase:

- **R²A Architecture** – Architects
- **G & G Engineering, Inc.** – Civil Engineers
- **P2S Engineers** – Mechanical/Plumbing Engineers
- **OMB Electrical Engineers** – Electrical Engineers
- **Rolf Jensen & Associates** – Fire Protection Engineer
- **Cumming LLC** – Cost Management

We do not foresee the need for additional consultants beyond those identified above. Should additional consultants be required, because of some unforeseen condition, we will alert you for further direction. Consultants, other than those identified above, are not included under this proposal.

Assumptions and Clarifications:

The architect and the engineering consultants will assist the cost management consultant in preparation of the Statement of Probable Construction Cost. We will assist him/her by providing detailed building information.

We therefore understand the scope of services to be as follows:

1. Architectural Scope of Services

- 1.1. The architect will define and provide the scope of architectural design elements and associated program information to the cost consultant;

- 1.2. The architect will meet with owner to review the Statement of Probable Construction Cost.

2. Civil Engineering Scope of Services

- 2.1. The civil engineer will define and provide scope of the civil engineering design elements and associated program information to the cost consultant;
- 2.2. The civil engineer will provide for one (1) on-site meeting (estimated duration of 4-6 hours) with the cost management team.

3. Mechanical/Plumbing Consultant Scope of Services

- 3.1. The mechanical/plumbing consultant will define and provide the scope of mechanical/plumbing engineering design elements and associated program information to the cost consultant;
- 3.2. The mechanical/plumbing consultant will provide for one additional meeting (3 hours) and responding to any further questions (4 hours).

4. Electrical Engineer Scope of Services

- 4.1. The electrical engineer will define and provide scope of electrical engineering design elements and associated program information to the cost consultant;
- 4.2. The electrical engineer will provide additional engineering services to attend one (1) on-site meeting with the cost management team to answer any questions he may have regarding the proposed building electrical system upgrades.

5. Fire Protection Engineer Scope of Services

- 5.1. The fire protection engineer will define and provide scope of fire protection engineering design elements and associated program information to the cost consultant;
- 5.2. The fire protection engineer will provide for one (1) day on-site meeting with the cost estimator to answer any questions he may have regarding the proposed building system upgrades.

6. Cost Management Consultant Scope of Services

The cost management consultant will provide service for the assembly of the statements of probable construction cost for the two schemes being considered for this project:

- 6.1. The cost management consultant will meet with the other disciplines to review the architectural and engineering design elements and associated program information from the design team consultants;
- 6.2. The cost management consultant will provide for option 1, which includes an analysis/assessment of the existing single story (approximately 85,130 GSF) to identify non-compliant conditions and recommendations of remedial work/renovation required to correct the deficiencies. The cost management consultant will provide for a preliminary Statement of Probable Cost (SOPC) for the renovation of the existing

building based on a report and recommendations for the remedial work, drawings and scope narratives prepared by the analysis team;

- 6.3. The cost management consultant will provide for option 2, which includes the demolition of the existing building and the construction of a new replacement two-story building and associated site work. The cost management consultant will provide for option 2, which includes a rough order of magnitude statement compensation.

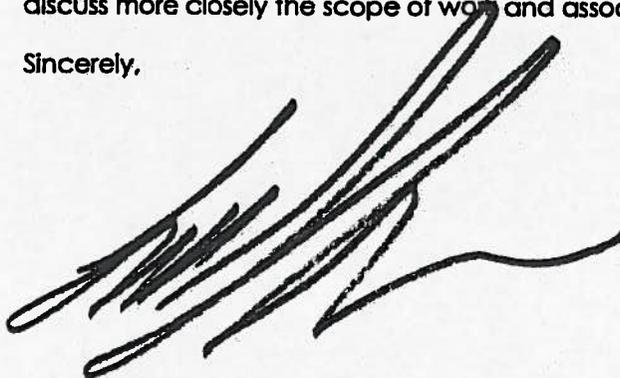
R²A Architecture proposes to accomplish the tasks associated with this scope of services for a fixed fee of \$25,055.00. Reimbursable expenses are in addition to the fixed fee and include those expenses incurred in the interest of the project. Please budget approximately 15% of the design fees or \$1,500.00 for these project-generated costs. These expenses include project-related travel (mileage and auto expenses), printing, plotting and reprographic costs, postage and delivery charges and will be compensated at 1.10 times the amounts invoiced to the architect.

Should you require an expanded scope of service, we will produce a separate professional services agreement for your review and authorization. We will then request that the district amend the original purchase order amount, or issue a new purchase order for the expanded scope of work. Any expanded scope of services will be invoiced in accordance with the negotiated fee.

Alex, if you are in agreement with these terms, please authorize us to proceed by signing the attached professional services agreement. Please return one original for our files.

R²A Architecture is pleased to be associated with Rancho Santiago Community College District, with you and particularly with this project. Should you have any questions or wish to discuss more closely the scope of work and associated fees, please call me at 714-435-0380.

Sincerely,



Lucien Runge, AIA, RID, NCARB, LEED AP
Principal / Vice President

Attachment

Proposal for Rancho Santiago Community College District
Orange Education Center Building Analysis Phase 1 - Production of a Statement of Probable
Construction Cost
R²A Architecture P/N# 9518P.00
July 26, 2011
Page 4

2900 Bristol St., Ste. E-205
Costa Mesa, CA 92626
Tel: 714-435-0380
Fax: 714-435-0383

ATTACHMENT

PROFESSIONAL SERVICES AGREEMENT

Mr. Alex Oviedo
Construction Supervisor, District Construction & Support Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706

and the Architect:
R²A Architecture
2900 Bristol Street, Suite E-205
Costa Mesa, CA 92626

Lucien G. Runge CA License #22304

R²A Architecture Proposal/N 9518P.00

Location: Proposal for Rancho Santiago Community College District
Orange Education Center Building Analysis Phase 1 - Production of a
Statement of Probable Construction Cost

Scope of Work: As defined in attached letter of July 26, 2011

Fee: R²A Architecture proposes to accomplish the tasks
associated with this scope of services for a fixed fee
of \$25,055.00, plus reimbursable expenses estimated
at \$1,500.00

The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee stated herein, and shall be the full responsibility of the Client.

Reimbursable Expenses: Reimbursable expenses are in addition to the fixed fee and include those expenses incurred in the interest of the project. They include project related travel, printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect.

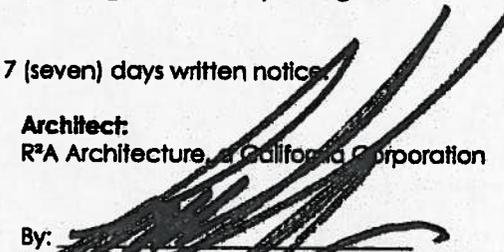
Payments - R²A Architecture will submit invoices to Rancho Santiago Community College District monthly on a percent complete progress payment basis.

Termination: Either party may terminate the contract on 7 (seven) days written notice.

Client:
Rancho Santiago Community College District

Architect:
R²A Architecture, a California Corporation

By: _____
Rancho Santiago Community College District
Representative

By: 
Lucien G. Runge, AIA, LEED, NCARB, LEED AP
Principal / Vice President

Date: _____

Date: 7/26/2011

TERMS & CONDITIONS

1. All services of R²A Architecture, (hereinafter called Architect) are professional services based on accepted practice and that degree of care and skill ordinarily exercised under similar circumstances, by reputable members of profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by this proposal or the instruments of service provided thereby.
2. Architect will in no way be responsible for how the Contractor's work is performed, job safety, methods of performance, or timeliness in the performance of his work. The Client shall have inserted in his contract with the owner a Hold Harmless clause which will protect the Client and Architect from any and all liability for any act of omission or commission on the part of the Contractor and/or any of his subcontractors. Proof of the proper insertion of this clause shall be provided to the Architect before the beginning of construction.
3. The Contractor shall be required to obtain and maintain for the full period of the contract and guarantee "All Risk" insurance to ensure protection required in Paragraph 2 above. Said insurance shall be in a form which is reasonably acceptable to the Architect, and must include the Architect and Client as additional insured.
4. Architect's work shall be based on information supplied to him by Client or Client's direction. Architect shall not be held responsible for accuracy of such information or omission of pertinent information.
5. The Architect does not guarantee the accuracy of any statement concerning, or estimates of, probable construction cost.
6. Special computer investigations (such as dynamic analysis) are not included.
7. All drawings, specifications and other work products of the Architect for this Project are instruments of service for this Project only and shall remain the property of the Architect whether the Project is completed or not. Re-use of any of the instruments of service of the Architect by the Owner or an alternate Architect on extensions of this Project or on any other project without the written permission/authorization of the Architect shall not be permitted. If plans are revised without the Architect's permission, it will be at their risk and they agree to defend, indemnify and hold harmless the Architect from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use of the Architect's instruments of service by the Owner or by other acting through the Owner, and further agree to pay the Architect for the re-use of said instruments of service. The re-use value of the Architect's instruments of service are hereby agreed to be 50% of the fee indicated on the reverse side.
8. Invoices for services will be submitted upon completion of work, or periodically during the process of the work as agreed by the Architect and Client, and payment of invoice shall be within 30 days of the invoice date. Payments shall not be withheld, postponed or made contingent on the construction, completion of success of the project, and no deductions, withholdings or offsets shall be made from the compensation for any reason. If payment is not made, interest will be due on the amount of the statement not subject to a bona fide dispute at the rate of 12% per annum, from the date of the invoice until the date of payment. It is further agreed that if suit is filed to obtain or enforce payment of the invoice, Client is to pay Architect, in addition to the amount of invoice and interest thereon, all costs of collection including court costs, and such reasonable attorney's fees as the court may fix or if collection is obtained without court action, then in the amount of fifteen (15) percent of the total amount due including interest.
9. Architect reserves the right to suspend all work on the project if payments not subject to a bona fide dispute become overdue.
10. Should the Architect's services be terminated for any reason, all fees for completed work shall be immediately due and payable. Fees for partially completed work shall be based on Architect's current hourly fee schedule.
11. Services and charges not included:
 - (a) Geologic or Soils Investigation;
 - (b) Sampling and testing materials and construction inspection services on site or off site;
 - (c) Land surveying;
 - (d) Changes in designs required by plan revision after approval of preliminary designs;
 - (e) All design engineering services;
 - (f) The Architect has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include, but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and temporary bracing;
 - (g) Plan check or application fee;
 - (h) Reimbursable expenses as identified in the proposal.
12. R²A Architecture maintains for its own account general liability insurance for bodily injury and property damage with a limit of \$2,000,000.00 per occurrence.
13. Authorization to proceed given by the Client shall be acceptance of all the above items. The person signing this contract warrants that he has the authority to sign as, or on the behalf of the Client.
14. In providing services under this Agreement, the Architect and the Design Team will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. It is understood by the client and the contractor that a perfect set of construction documents is impossible to produce and as such the Design Team does not warrant or guarantee an error or omission free drawing package.
15. Proposed fee is firm for three months from date of proposal. If proposal is not fully executed within three months of proposal date, the fees and schedule will be subject to revision.
16. Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Change Order #1, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$6,289.00. The revised contract amount is \$1,283,789.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 0.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$6,289.00	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: Santiago Canyon College Humanities Building

Bid No. 1136 P.O. # 10-BP000253

D.S.A. No. 04-110212

Contractor: Guy Yocom Construction

Change Order No. 1

Architect: LPA Inc

Date: July 29, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,277,500.00
Previous Change Orders	\$0.00	
This Change Order	\$6,289.00	
Total Change Orders		\$6,289.00
Revised Contract Amount		\$1,283,789.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 19, 2011
RSCCD Board Approval Date		August 22, 2011

Architect _____ Authorized Signature _____

_____ Date

Contractor Name _____ Authorized Signature _____

_____ Date

Construction Manager - Seville CS _____ Authorized Signature _____

_____ Date

District Inspector _____ Authorized Signature _____

_____ Date

Darryl A. Odum
Director - District Construction and Support Services

_____ Date

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature _____

_____ Date

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services

_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: **Santiago Canyon College Humanities Building**

Bid No. **1136**

P.O. # **10-BP000253**

D.S.A. No. **04-110212**

Contractor: **Guy Yocom Construction**

Change Order No. **1**

Architect: **LPA Inc**

Date: **7/29/11**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Revised orientation of footing to avoid conflict with sewer line.</p> <p>REASON: Remove sewer line from the zone of influence of the footing</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$6,289.00
Sub-Total		\$0.00	\$6,289.00
Total			\$6,289.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Change Order #2, Bid #1138 – Structural Steel for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138, structural steel for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$46,588.00. This cost will be reimbursed by Tidwell Concrete's surety. The revised contract amount is \$3,354,188.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.45% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1138 for Blazing Industrial Steel, Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$46,588.00	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

<h1 style="margin: 0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Santiago Canyon College Humanities Building	Bid No. 1138 P.O. # 10-P0014485 D.S.A. No. 04-110212
Contractor: Blazing Industrial Steel Inc	Change Order No. 2
Architect: LPA Inc	Date: July 29, 2011

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$3,306,000.00
Previous Change Orders	\$1,600.00	
This Change Order	\$46,588.00	
Total Change Orders		\$48,188.00
Revised Contract Amount		\$3,354,188.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 18, 2011
RSCCD Board Approval Date		August 22, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: *Santiago Canyon College Humanities Building*

Bid No. **1138**

P.O. # **10-P0014485**

D.S.A. No. **04-110212**

Contractor: *Blazing Industrial Steel Inc*

Change Order No. **2**

Architect: *LPA Inc*

Date: **7/29/11**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Refabricate base plates to match existing anchor bolt pattern, as placed by Tidwell.</p> <p>REASON: Anchor bolts were misplaced by Tidwell, revisions were required for the base plates to match the anchor bolt pattern. This cost will be reimbursed by Tidwell's surety company.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$46,588.00
Sub-Total		\$0.00	\$46,588.00
Total			\$46,588.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date:	August 22, 2011
Re:	Adoption of Resolution No. 11-32 – Intent to Enter into an Easement with the City of Orange for Traffic Control at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

The City of Orange requests an easement and right of way dedication for installation of traffic control devices at the new Santiago Canyon Road entry into Santiago Canyon College.

ANALYSIS:

With the new entry into the college along Santiago Canyon Road, the need for traffic control devices are required. The purpose of this easement (APN 545-051-01) and (APN 545-051-02) is in place for ingress and egress to the site to perform maintenance, construct, re-construct, operate, inspect, repair, replace and remove underground communication facilities as may be required from time to time to support wires, cabling, and all associated equipment and components.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-32, Intent to enter into an Easement with the City of Orange at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date:	August 22, 2011
Prepared by:	Darryl Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Dr. Raúl Rodríguez, Chancellor		

RESOLUTION NO. 11-32

**OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT GIVING NOTICE OF INTENTION TO GRANT EASEMENTS
TO THE CITY OF ORANGE**

WHEREAS, in order to provide for the construction, operation and maintenance of rights of way, utilities and traffic control devices, and the respective necessary fixtures and appurtenances thereto, the City of Orange (“City”) has requested that the Rancho Santiago Community College District (“District”) dedicate A.P.N. 545-051-01 and A.P.N. 545-051-02 of easements to the City upon a portion of the District’s property located at Santiago Canyon Road at Highbrook Road, Orange, CA (“Easements”). Legal descriptions and maps depicting the location of the Easements is attached hereto as Exhibit “A,” and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide Easements to the City for the construction, operation and maintenance of rights of way, utilities and traffic control devices, and the respective necessary fixtures and appurtenances thereto;

WHEREAS, pursuant to Education Code section 81311, the District’s governing board must, prior to dedicating Easements, adopt a resolution declaring its intention to dedicate such Easements in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 81311, the District’s governing board must fix a time at its regular place of meeting for a public hearing upon the question making the dedication of the Easements; and

WHEREAS, pursuant to Education Code section 81312, the District is required to post copies of this Resolution, signed by the board, in three (3) public places within the District’s boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District’s governing board (“Board”) declares its intent to dedicate the Easements to the City upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes September 12, 2011 for a public hearing on the question of the District’s intent to dedicate the Easements to the City.

Section 4. The District staff shall post this resolution in three (3) public places within the District’s boundaries and publish notice of the adoption of this resolution in compliance with Education Code section 81312.

ADOPTED, SIGNED AND APPROVED this 22nd day of August, 2011.

President of the Board of Trustees of
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 22nd day of August 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

EXHIBIT "A"

LEGAL DESCRIPTIONS AND MAPS OF THE EASEMENTS

(TO BE INSERTED)

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:

Rancho Santiago Community College
S/S Santiago Canyon Rd. at Highbrook Rd.
A.P.N. 545-051-01

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, hereby grant(s) and convey(s) to the CITY OF ORANGE, a municipal corporation, a perpetual easement and right of way for street and public utility purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

A Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

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

BY: _____
Peter Hardash, Vice Chancellor

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.

Signature _____

DPW-R/W-26

R/W Deed No. _____

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:

Rancho Santiago Community College
S/S Santiago Canyon Rd. at Highbrook Rd.
A.P.N. 545-051-01

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, hereby grant(s) and convey(s) to the CITY OF ORANGE, a municipal corporation, a perpetual easement and right of way for traffic control devices purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

A Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

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

BY: _____
Peter Hardash, Vice Chancellor

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.

Signature _____

DPW-R/W-26

R/W Deed No. _____

EXHIBIT "A"
TRAFFIC SIGNAL EASEMENT

BEING AN EASEMENT OVER, ON AND UNDER A PORTION OF PARCEL "H" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID DEDICATION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE INTERSECTION OF CHAPMAN AVENUE AND TRAILS END LANE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213. THENCE SOUTH 71° 30' 20" EAST FOR 14.00 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 71° 23' 21" EAST FOR 934.41 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE NORTH 18° 36' 39" EAST FOR 71.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 64° 05' 16" EAST FOR 18.38 FEET; THENCE ALONG A LINE PARALLEL WITH SAID RIGHT OF WAY LINE SOUTH 70° 54' 44" EAST FOR 4.00 FEET AND BEING THE TRUE POINT OF BEGINNING;

THENCE ONTO A NON TANGENTIAL CURVE TO THE LEFT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 52.6 FEET AND A CENTRAL ANGLE OF 40° 18' 11" FROM WHICH THE RADIUS POINT BEARS NORTH 79° 32' 07" WEST; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 37.00 FEET;

THENCE ONTO A NON-RADIAL LINE NORTH 68° 11' 00" EAST FOR 29.18 FEET;

THENCE ONTO A NON TANGENTIAL CURVE TO THE RIGHT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 81.60 FEET AND A CENTRAL ANGLE OF 40° 31' 09" FROM WHICH THE RADIUS POINT BEARS SOUTH 63° 01' 21" WEST, THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 57.71 FEET;

THENCE ONTO A NON- RADIAL LINE NORTH 70° 54' 44" WEST FOR 29.21 FEET BEING PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

CONTAINING ± 1,373 SQUARE FEET

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213.

THIS DESCRIPTION WAS PREPARED BY ME, ROBERT SHELLMAN.


ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011

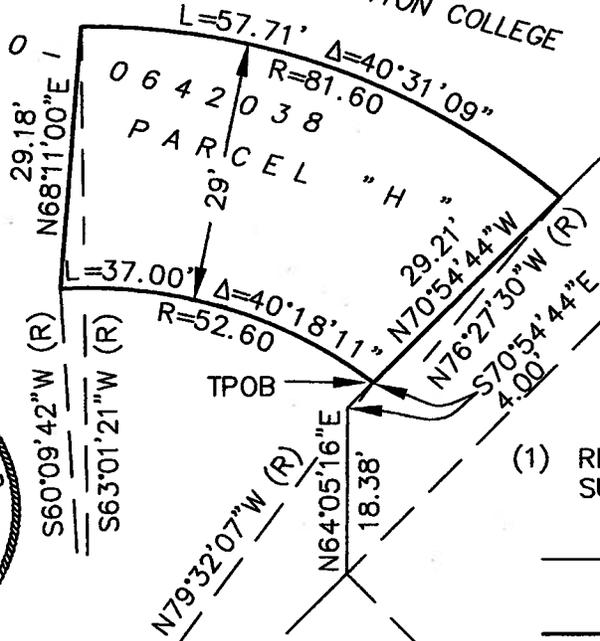
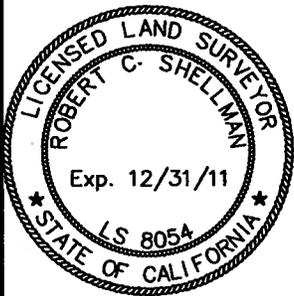


D O C. N O. 2 0 0 0

LANDS OF THE SANTIAGO CANYON COLLEGE

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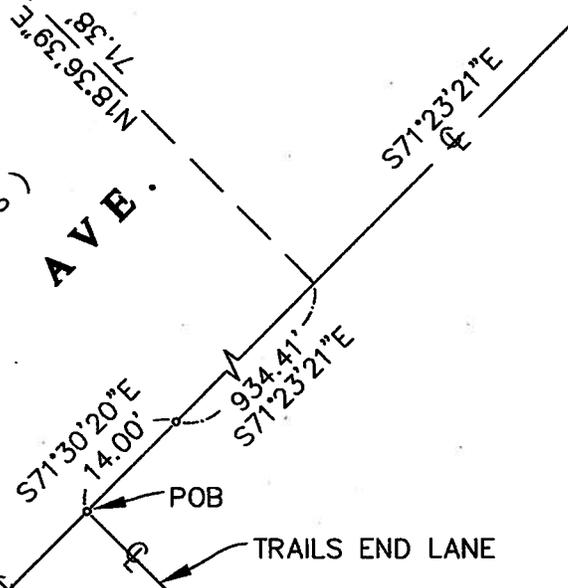
LEGEND

(1) RECORD DATA PER RECORD OF SURVEY NO. 91-1022, RSB 136/41

- EXISTING R/W
- R/W DEDICATION
- CENTERLINE

N70°54'44" W
R/W AS SHOWN PER (1)

(R/W VARIES)
CHAPMAN AVE.



CITY OF ORANGE, ORANGE CO.

JUNE 2011



26440 LA ALAMEDA
SUITE 310
MISSION VIEJO CA 92691
TEL 949.348.2882
FAX 949.348.2772

EXHIBIT 'B'

TRAFFIC SIGNAL EASEMENT
CITY OF ORANGE

EXHIBIT "A"
RIGHT OF WAY DEDICATION

BEING A PUBLIC RIGHT OF WAY DEDICATION FOR SANTIAGO CANYON ROAD OVER A PORTION OF PARCEL "B" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID DEDICATION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 07° 10' 46" WEST FOR 30.93 FEET;

THENCE SOUTH 38° 24' 50" EAST FOR 57.07 FEET;

THENCE SOUTH 82° 12' 19" EAST FOR 28.52 FEET TO A POINT ON SAID RIGHT OF WAY;

THENCE NORTH 37° 03' 15" WEST FOR 99.33 FEET TRUE POINT OF BEGINNING.

AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

CONTAINING ± 1,635 SQUARE FEET

BASIS OF BEARING

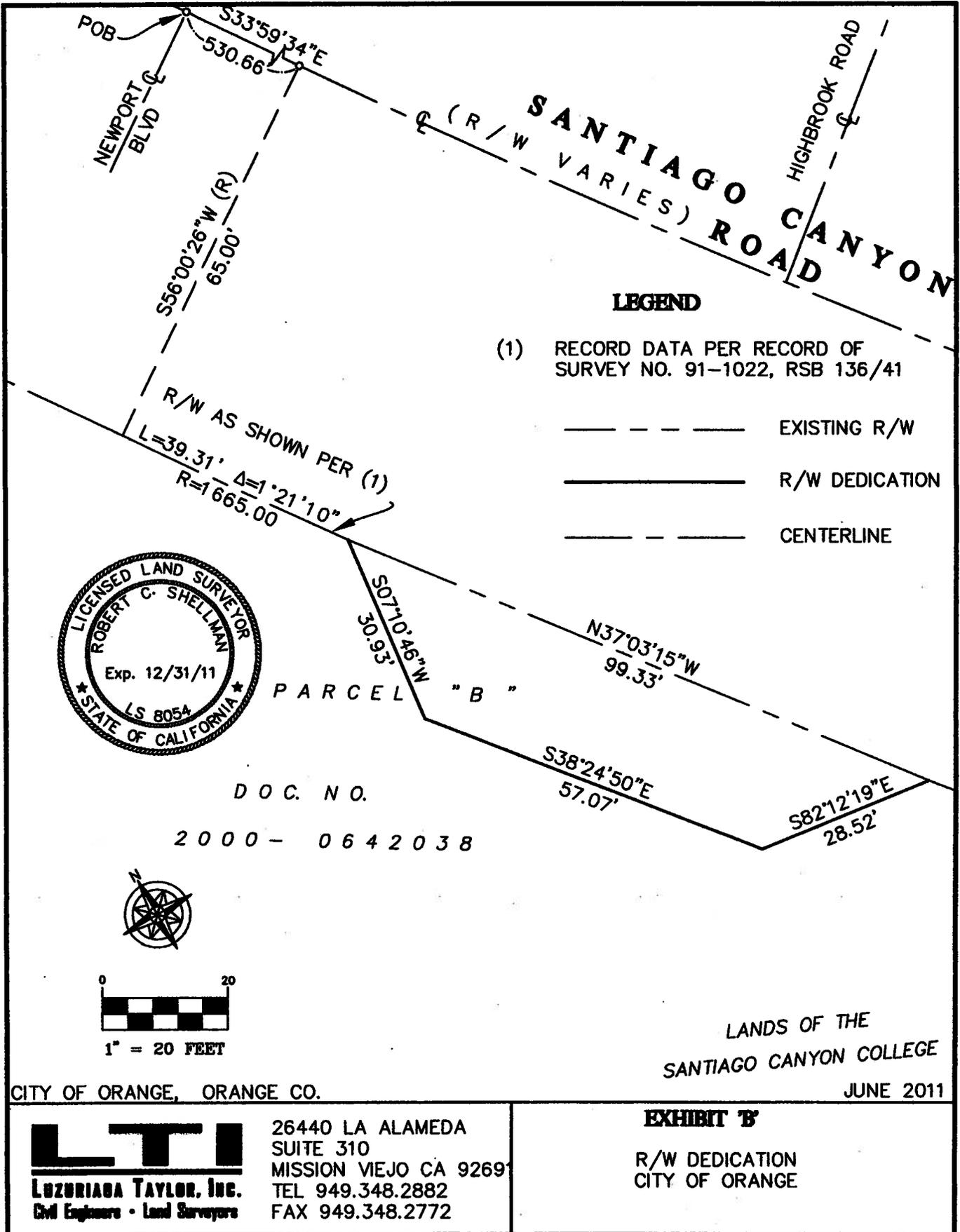
THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213.

THIS DESCRIPTION WAS PREPARED BY ME, ROBERT SHELLMAN.



ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011





LEGEND

(1) RECORD DATA PER RECORD OF SURVEY NO. 91-1022, RSB 136/41

- EXISTING R/W
- R/W DEDICATION
- CENTERLINE



PARCEL " B "

D O C . N O .

2 0 0 0 - 0 6 4 2 0 3 8



1" = 20 FEET

LANDS OF THE
SANTIAGO CANYON COLLEGE

CITY OF ORANGE, ORANGE CO.

JUNE 2011



Luzuriaga Taylor, Inc.
Civil Engineers • Land Surveyors

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EXHIBIT 'B'

R/W DEDICATION
CITY OF ORANGE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Adoption of Resolution No. 11-33 – Intent to Enter into an Easement with the City of Orange for Traffic Right Of Way at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The City of Orange requests a perpetual easement and right of way for a Right Of Way at the new Chapman Avenue Entry Road into Santiago Canyon College.

ANALYSIS:

With the new entry into the college along Chapman Ave., the need for traffic control devices are required. The purpose of this easement (APN 545-051-01) and (APN 545-051-02) is in place for ingress and egress to the site to perform maintenance, construct, re-construct, operate, inspect, repair, replace and remove underground communication facilities as may be required from time to time to support wires, cabling, and all associated equipment and components.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-32, Intent to enter into an Easement with the City of Orange at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: August 22, 2011
Prepared by:	Darryl Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

RESOLUTION NO. 11-33

**OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT GIVING NOTICE OF INTENTION TO GRANT EASEMENTS
TO THE CITY OF ORANGE**

WHEREAS, in order to provide for the construction, operation and maintenance of rights of way, utilities and traffic control devices, and the respective necessary fixtures and appurtenances thereto, the City of Orange ("City") has requested that the Rancho Santiago Community College District ("District") dedicate A.P.N. 545-051-01 and A.P.N. 545-051-02 of easements to the City upon a portion of the District's property located at Chapman Avenue and Trails End Lane, Orange, CA ("Easements"). Legal descriptions and maps depicting the location of the Easements is attached hereto as Exhibit "A," and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide Easements to the City for the construction, operation and maintenance of rights of way, utilities and traffic control devices, and the respective necessary fixtures and appurtenances thereto;

WHEREAS, pursuant to Education Code section 81311, the District's governing board must, prior to dedicating Easements, adopt a resolution declaring its intention to dedicate such Easements in a regular open meeting by two-thirds (2/3) vote of all of its members;

WHEREAS, pursuant to Education Code section 81311, the District's governing board must fix a time at its regular place of meeting for a public hearing upon the question making the dedication of the Easements; and

WHEREAS, pursuant to Education Code section 81312, the District is required to post copies of this Resolution, signed by the board, in three (3) public places within the District's boundaries not less than ten (10) days before the public hearing, and publish notice once, not less than five (5) days before the public hearing in a newspaper of general circulation published in the District, if there is one, or, if there is no such newspaper published in the District, then in a newspaper published in the county which has a general circulation in the District.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District's governing board ("Board") declares its intent to dedicate the Easements to the City upon the terms and conditions set forth in the recitals.

Section 3. That the Board establishes September 12, 2011 for a public hearing on the question of the District's intent to dedicate the Easements to the City.

Section 4. The District staff shall post this resolution in three (3) public places within the District's boundaries and publish notice of the adoption of this resolution in compliance with Education Code section 81312.

ADOPTED, SIGNED AND APPROVED this 22nd day of August, 2011.

President of the Board of Trustees of
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 22nd day of August 2011, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

EXHIBIT "A"

LEGAL DESCRIPTIONS AND MAPS OF THE EASEMENTS

(TO BE INSERTED)

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:

Rancho Santiago Community College
N/S Chapman Ave., E/O Trails End Lane
A.P.N. 545-051-02

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, hereby grant(s) and convey(s) to the CITY OF ORANGE, a municipal corporation, a perpetual easement and right of way for traffic control devices purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

DATED _____

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

A Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

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

BY: _____
Peter Hardash, Vice Chancellor

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.

Signature _____

DPW-R/W-26

R/W Deed No. _____

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
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N/S Chapman Ave., E/O Trails End Lane
A.P.N. 545-051-02

Signature of Declarant or Agent
Determining Tax

Firm Name

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STATE OF CALIFORNIA }
COUNTY OF ORANGE }

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RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
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BASIS OF BEARING

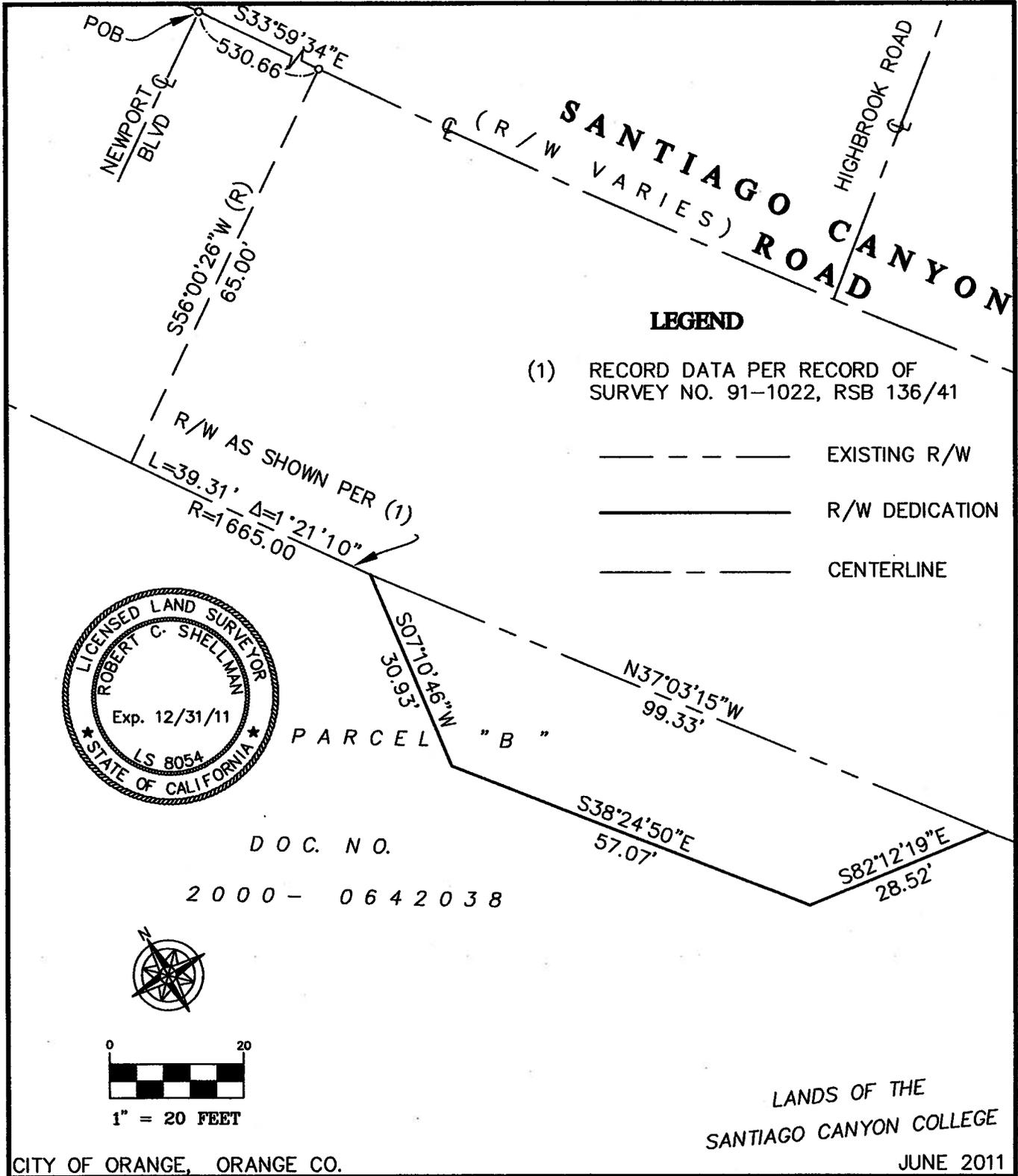
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ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011





LEGEND

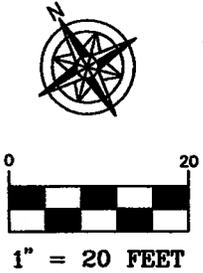
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- EXISTING R/W
- R/W DEDICATION
- CENTERLINE



PARCEL " B "

DOC. NO.
2000 - 0642038



LANDS OF THE
SANTIAGO CANYON COLLEGE
JUNE 2011

CITY OF ORANGE, ORANGE CO.

LTI
LUZURIAGA TAYLOR, INC.
 Civil Engineers • Land Surveyors

26440 LA ALAMEDA
 SUITE 310
 MISSION VIEJO CA 9269
 TEL 949.348.2882
 FAX 949.348.2772

EXHIBIT 'B'
 R/W DEDICATION
 CITY OF ORANGE

EXHIBIT "A"
TRAFFIC SIGNAL EASEMENT

BEING AN EASEMENT OVER, ON AND UNDER A PORTION OF PARCEL "B" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTH 51° 35' 10" WEST FOR 43.85 FEET;

THENCE SOUTH 38° 24' 50" EAST FOR 30.50 FEET;

THENCE NORTH 51° 35' 10" EAST FOR 43.85 FEET;

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CONTAINING ± 1,337 SQUARE FEET

BASIS OF BEARING

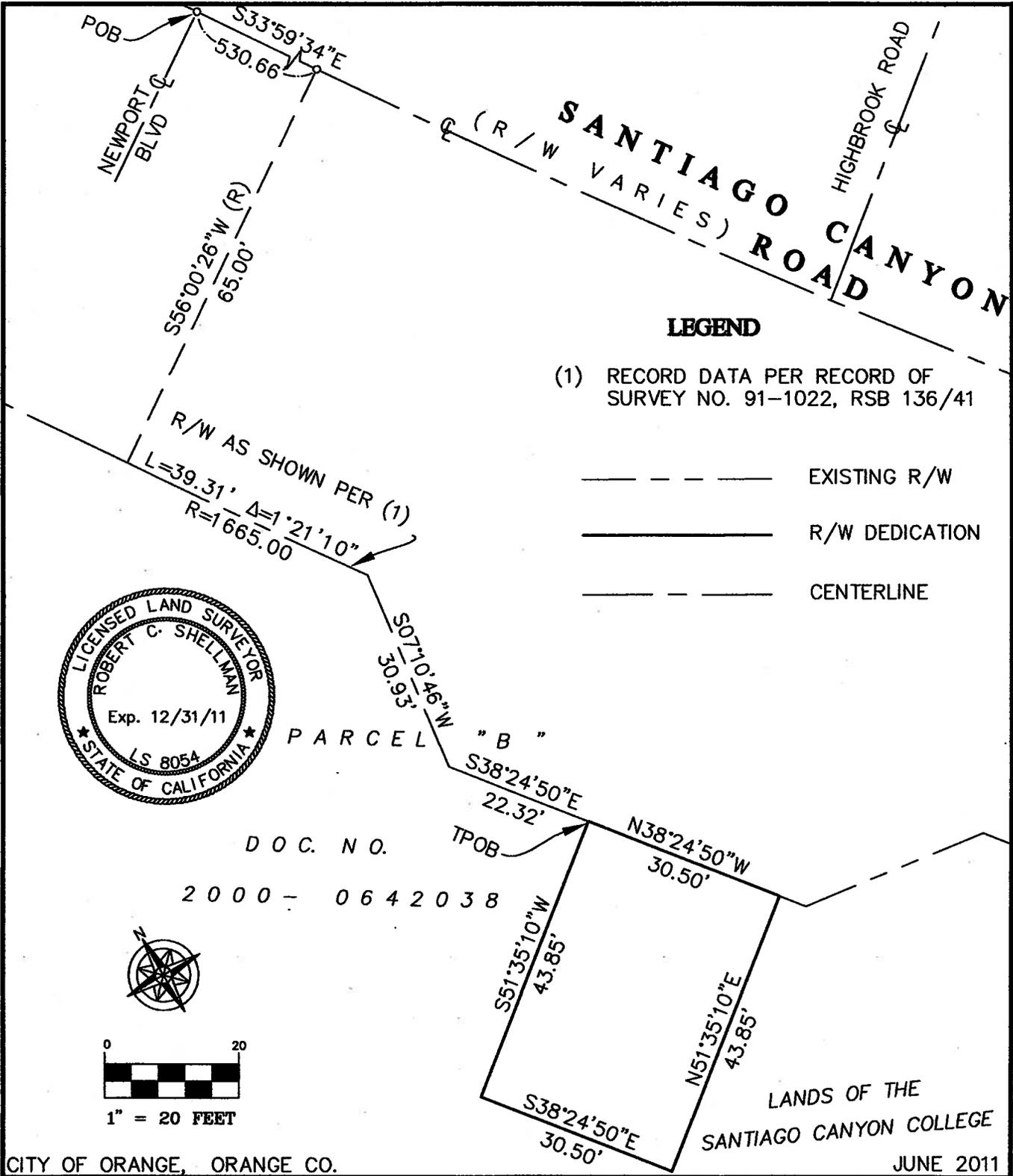
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ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011





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 Civil Engineers • Land Surveyors

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EXHIBIT 'B'
 TRAFFIC SIGNAL EASEMENT
 CITY OF ORANGE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS & FISCAL SERVICES**

To:	Board of Trustees	Board Date: August 22, 2011
Re:	Approval of the Renewal of Classroom Lease - Orange Unified School District	
Action:	Request for Approval	

BACKGROUND:

Historically, RSCCD has rented classroom space from the Orange Unified School District (OUSD) to provide additional instructional facilities for both college credit and continuing education courses. This arrangement was first approved by the Board of Trustees on January 14, 1986. This space is rented on an hourly rate.

ANALYSIS:

A new, one-year lease renewal agreement has been negotiated with OUSD. It increases the 2010-2011 rate of \$12.50 per classroom hour to a new yearly rate of \$15.00 per classroom hour. The agreement would be effective for the period of July 1, 2011 through June 30, 2012. All other terms and conditions of the proposed lease remain unchanged from the original lease agreement. Attached is a copy of the new lease.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the one-year lease of classroom space with the OUSD for the period of July 1, 2011 through June 30, 2012 as presented.

Fiscal Impact:	\$15.00 per classroom hour/year	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

ORANGE UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AGREEMENT

This lease between Orange Unified School District ("DISTRICT") and Rancho Santiago Community College District ("TENANT") is entered into this First (1st) day of July, 2011.

1. DISTRICT leases to TENANT certain vacant classrooms ("CLASSROOMS") at DISTRICT school sites.
2. The term of this lease will begin on July 1, 2011, and terminate on June 30, 2012.
3. Either party may terminate this lease without penalty. Termination notice will be provided in writing prior to the beginning date of fall, or spring semester. Such notice will provide no less than six (6) months to vacate the premises.
4. TENANT agrees to pay DISTRICT the following amounts per hour of classroom use:

July 1, 2011 to June 30, 2012- \$15.00 per classroom hour

5. TENANT shall not make any alterations to the CLASSROOMS or any other facility, which TENANT is authorized to use, without DISTRICT'S written consent.
6. TENANT shall, during the term of this Lease, keep in good order, condition, and repair, all leased CLASSROOMS. TENANT shall also pay DISTRICT for all repairs necessitated by TENANT or TENANT'S invitees' damage to the leased CLASSROOMS.

TENANT shall, during the term of this Lease, keep the interior of the CLASSROOMS in good order, condition and repair, as well as all other school facilities, which TENANT is authorized to use, pursuant, to this lease.

If TENANT fails to perform its obligations under this section, DISTRICT may at its option, after ten (10) days written notice to TENANT, enter upon the premises and put the same in good order, condition and repair and the cost thereof shall become due and payable, as additional rent by TENANT, to the DISTRICT upon demand.

DISTRICT shall, at its cost and expense, provide all janitorial supplies and services to the leased CLASSROOMS and facilities which TENANT is authorized to use as well as all common areas, which shall include but not be limited to, the replacement of restroom supplies, light bulbs, and fluorescent tubes.

7. TENANT agrees, at its own cost and expense, to maintain in full force during the term of this Lease, full comprehensive public liability, insuring against claims for injuries to persons or property occurring in, upon or about the leased CLASSROOMS and other facilities, which TENANT is authorized to use. Said liability policy shall have limits of not less than One Million Dollars (\$1,000,000.00) for injuries to person or persons and property damage. TENANT'S insurance company shall supply

DISTRICT with a Certificate of Insurance of such liability policy, and it agrees to provide an endorsement to such comprehensive liability showing DISTRICT as an additional insured with respect to claims arising out of TENANT'S occupancy and use of the leased CLASSROOMS and other facilities which TENANT is authorized to use. The Certificate shall provide that said insurance shall not be terminated without thirty (30) days written notice to DISTRICT, and notice of renewal of said policy shall be furnished to DISTRICT at least thirty (30) days prior to expiration date of the policy. Said insurance may be subject to such deductible or self-insured retention as is maintained on TENANT'S regular insurance program.

8. DISTRICT shall use its best efforts to furnish to the CLASSROOMS and facilities, which TENANT is authorized to use, reasonable quantities of gas, water, electricity heat/air-conditioning as is currently present and required for the TENANT'S use and to provide the necessary disposal service.
9. TENANT shall not serve as the DISTRICT'S agent with regard to the sub-lease of any additional space at the SCHOOL site.
10. All notices pursuant to this lease shall be addressed as set forth below, or as either party may hereinafter designate by written notice, and may be sent through the United States mail to:

DISTRICT: Orange Unified School District
Director of Facilities, Planning and Technology
1401 N. Handy Street
Orange, CA 92687

TENANT: Rancho Santiago Community College District
Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706-1640

11. TENANT agrees that the leased CLASSROOMS will be used solely for educational purposes.
12. TENANT agrees that no improvements shall be erected, placed upon, operated, or maintained on the leased CLASSROOMS or other facilities, which TENANT is authorized to use, without prior consent of DISTRICT, nor shall any business be conducted or carried on in violation of any regulations, order, law, statute, or ordinance of any governmental agency having jurisdiction.
13. TENANT agrees that no part of the leased CLASSROOMS will be sub-leased without prior written consent of DISTRICT'S Board of Education.
14. TENANT agrees that the grounds will not be used for storage or warehousing of materials, for storage of buses or other vehicles for major maintenance, repair or overhauling of vehicles.

15. TENANT agrees that it is TENANT'S sole responsibility to assure that TENANT'S use of the CLASSROOMS and facilities is in accordance with all applicable statutes and ordinances and it is TENANT'S responsibility to secure all necessary permits from the County of Orange or the State of California permitting TENANT'S use of said CLASSROOMS.
16. In the event of any breach of this Lease by TENANT, DISTRICT shall notify TENANT in writing of such breach, and TENANT shall have thirty (30) days in which to cure said breach. DISTRICT may, but shall not be required to, terminate such lease if the breach is not cured.
17. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
18. The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Lease shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.
19. In the event of partial destruction of, or damage to leased CLASSROOMS, or the leased CLASSROOMS being declared unsafe or unfit for occupancy by a public authority authorized to make such a declaration, for any reason other than TENANT'S act, use or occupation, except as otherwise provided; DISTRICT shall have the option either to terminate said Lease, or as soon as practicable, to make such repairs as are necessary to restore the leased CLASSROOMS to the condition which existed prior to the destruction or damage and/or make such repairs as are necessary to make the leased CLASSROOMS safe and fit for occupancy. TENANT shall however, be entitled to a reduction of rent during the periods its use and occupancy of the CLASSROOMS are adversely affected by reason of destruction, damage, restoration, and/or subsequent repair required thereby. Such reduction shall be proportionate to the interference with TENANT'S ordinary use of the CLASSROOMS.
20. DISTRICT shall have the right at all reasonable times to inspect the leased CLASSROOMS to determine if TENANT is in compliance with the provisions of this Lease.
21. TENANT agrees to hold the DISTRICT harmless for the safeguarding of equipment left on DISTRICT premises by TENANT.
22. DISTRICT shall provide classrooms and all other related facilities which the TENANT is authorized to use that are in good order, condition, and repair, and suitable for TENANT'S purpose as provided for in the Lease. TENANT has inspected the CLASSROOMS, which are the subject of this Lease, and agree that, as of the date of execution of this Lease, they are acceptable.

23. This Lease is entered into pursuant to the authority of the Education Code of the State of California.
24. TENANT agrees that all use of the leased CLASSROOMS and facilities, which TENANT is authorized to use, shall be conducted in a manner which is compatible with the surrounding area and not carried on in violation of any regulation, statute, or ordinance of any governmental agency having jurisdiction.
25. This Lease constitutes the entire agreement between TENANT and DISTRICT, and any modifications must be in the form of a written amendment. This lease is executed in duplicate original.

ORANGE UNIFIED SCHOOL DISTRICT

By: _____

Title: _____ Date: _____

OUSD BOARD APPROVED: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

RSCCD BOARD APPROVED: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Southern California Edison Company Electrical Facilities at the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

As a part of the completion of the Humanities Building at SCC, additional electrical facilities are required and to be provided by the Southern California Edison Company (SCE).

ANALYSIS:

The District has obtained a proposal from Southern California Edison to install a 12 KV electrical meter and provide electrical service to meet the Humanities Building requirements for \$71,479.77. These costs are SCE non-binding estimates and the actual amounts will be determined after the work has been completed.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional electrical service as presented.

Fiscal Impact:	\$ 71,479.77	Board Date: August 22, 2011
Prepared by:	Darryl Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	



**SOUTHERN CALIFORNIA
EDISON**

An EDISON INTERNATIONAL Company
Southern California Edison Company
1241 SOUTH GRAND AVENUE
SANTA ANA CA 92705

DARRYL ODUM
2323 N BROADWAY 112
SANTA ANA CA 92706 1640

Invoice #	101000
Invoice Date:	05/03/2011
SCE Contact:	Alfred Day
Telephone:	-0--5665
Install - Billing Option:	

Description	Amount
Service Request Number: 1294459 Project Address: 8045 E CHAPMAN AVE 12KV ORANGE CA 92869 4512 0-8200 INSTALL PRIMARY, PME, PADMOUNT, SERVICE CABLE AS ADDED FACILITIES FOR HUMANITIES BLDG	
Item # 106881 254891 420591 - ADDED FACILITIES	\$71,479.77
Previous Payment	\$0
<ul style="list-style-type: none"> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Call the Edison company at 1-800-655-4555 to make application for electrical service. 	
Invoice Total	\$71,479.77

Please detach and return payment stub with payment

**Payment
Stub**

Invoice #: 101000

DARRYL ODUM
2323 N BROADWAY 112
SANTA ANA CA 92706 1640

Please pay total amount now due:

\$71,479.77

Thank you for paying promptly

Make check payable to Southern California
Edison
1241 SOUTH GRAND AVENUE
SANTA ANA CA 92705

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

Rancho Santiago Community College District

("Applicant") and Southern California Edison Company ("SCE"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE's Rule 2.H as those which are in addition to, or in substitution for the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to SCE in advance of construction by SCE for the Applicant-Financed Added Facilities, the estimated Total Installed Cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement as filed with the California Public Utilities Commission ("Commission") and the one-time cost to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the payment required under Paragraph 1, the Applicant shall also pay a charge based on the Added Facilities investment in Applicant-Financed Added Facilities, pursuant to SCE's Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The charge for Applicant-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:
 - (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):
 - (1) A Monthly Charge based upon 0.51% times the Added Facilities investment as set forth in Exhibit A.
 - (2) A One-Time Payment representing the present worth of the Monthly Charge (n/a per month) for the Added Facilities in perpetuity as set forth in Exhibit A.
 - (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon 0.40% times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement. The new Added Facilities investment amount will be determined on a reconstruction cost new less depreciation (RCNLD) basis.
 - (c) Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(b) and (c). Under this option, Applicant shall pay SCE a Monthly Charge based on 0.38% times the Added Facilities investment as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.

5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the One-Time Payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus
 - (c) A revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.
12.
 - (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure and Applicant has selected replacement coverage pursuant to Paragraph 2 (a) or Paragraph 2 (b), such replacement will be at SCE's expense with no change in the Added Facilities investment amount.
 - (b) Whenever Added Facilities are replaced due to damage or equipment failure and Applicant has selected no replacement coverage pursuant to Paragraph 2 (c), such replacement will be made by SCE at the Applicant's expense, including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities investment, the Monthly Charge will be adjusted based on the revised added investment effective with the date the replaced Added Facilities are first available. Except that, where a replacement of Added Facilities is required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.
 - (c) Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by SCE at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2(a)(2).
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

Rancho Santiago Community College District
 APPLICANT

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

BY: _____

NAME: _____

NAME: Randy Smith

TITLE: _____

TITLE: Engineering Manager

DATE SIGNED: _____

DATE SIGNED: _____

A.F. No. SA 35915293

EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____

APPLICANT INITIALS & DATE _____
(Original Estimate Only)

ORIGINAL ESTIMATE
DATE 5/3/2011

AMENDMENT
DATE _____

A) TOTAL INSTALLED ADDED FACILITIES COST
(Paragraph 1)

\$66,184.97

B) ITCC (Paragraph 1) (A X 8 %)

\$5,294.80

(R)

C) ONE-TIME PAYMENT OPTION
OWNERSHIP COST ONLY [Paragraph 2(a)(2)]

n/a

D) ONE TIME COSTS INCLUDING ITCC
(Paragraph 1)

n/a

E) TOTAL CUSTOMER ADVANCE (A + B + C + D)

\$71,479.77

F) MONTHLY ADDED FACILITIES CHARGE
(Paragraph 2) (A X 51 %)

\$337.54

AMENDMENT
DATE _____

FINAL RECORDED COSTS
DATE _____

A) TOTAL INSTALLED ADDED FACILITIES COST
(Paragraph 1)

B) ITCC (Paragraph 1) (A X 8 %)

(R)

C) ONE-TIME PAYMENT OPTION
OWNERSHIP ONLY [Paragraph 2(a)(2)]

D) ONE TIME COSTS INCLUDING ITCC
(Paragraph 1)

E) TOTAL CUSTOMER ADVANCE (A + B + C + D)

F) MONTHLY ADDED FACILITIES CHARGE
(Paragraph 2) (A X _____ %)

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

A. F. NO. SA 35915293

APPLICANT Rancho Santiago Community College District

SERVICE ADDRESS 8045 E. Chapman, Orange CA 92869

APPLICANT REQUESTED READY TO SERVE DATE _____

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):

- are not binding estimates (final billing based on recorded costs), or
 are binding estimates valid for Added Facilities completed on or before _____

DESCRIPTION OF ADDED FACILITIES

PME 10 Switch, P5512032
500kva 12kv 277/480v Transformer, P5627934
1014' 1-1/C 350 CLP 12kv Cable
40' 1-3/C 1/0 CLP 12kv Cable
656' 1-4/C 3-700, 1-350 CLP 600v Cable
Miscellaneous connectors

Original Estimated Demand _____ kVA

W.O. No(s) TD 420591 6529-8212 0-8200

DESCRIPTION OF ONE-TIME COSTS (Paragraph 1)

W.O. No(s) _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Southland Industries – Athletics/Aquatic Complex Review at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

As a part of the process of the construction, it would be prudent to conduct mechanical HVAC system and electrical engineering design peer review of the Athletics/Aquatic Complex’ plans to assure the systems meet the District’s qualifications and properly operates to design specifications.

ANALYSIS:

Southland Industries has experience in HVAC mechanical systems and has recently completed a review of the HVAC system in the Science Building at SCC. The District received two proposals for this peer review of the Athletics/Aquatics Complex; one from TMAD, Taylor & Gaines and the other, Southland Industries. The District is recommending Southland Industries for the peer review based on their performance reviewing the Science Building at SCC. A proposal for the review of the Athletics/Aquatic Complex is attached. The cost is not to exceed \$71,000.00 for the HVAC analysis plus \$7,100.00 for reimbursable expenses. The total amount for the scope of work is \$78,100.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Southland Industries for the Santiago Canyon College Athletics/Aquatic Complex review as presented.

Fiscal Impact:	\$ 78,100.00	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

June 3, 2011

Mr. Peter Hardash
Vice Chancellor for Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste 401
Santa Ana, CA 92706-1640

Re: Peer Engineering Review –Aquatics Center
Fee Proposal #LE5541-0413-11-01-R2

Dear Mr. Hardash:

Southland is pleased to provide our Proposal to conduct heating, ventilation & air conditioning (HVAC) and electrical engineering design peer review of the Aquatics Center drawings. The intent of our review is to evaluate the current HVAC and electrical systems to verify they will meet the College's desired system results. This proposal assumes:

i) The drawings and specifications provided to Southland dated November 17th 2009 (Athletics & Aquatics) are complete and meet the Basis Of Design (BOD) and the Owner Program Requirements (OPR); ii) Drawings and design have already been approved by Department of State Architects (DSA); iii) This review will be limited to the project boundaries which are assumed to be within 5' of the building perimeter

1.0 Basic Service:

- 1.1 Mechanical & Plumbing System Review
 - 1.1.1 Review Basis of Design (BOD)/Owner Program Requirements (OPR)
 - 1.1.2 Review Specifications
 - 1.1.3 Review that systems are in compliance with all local code requirements
Review Title 24 Compliance
 - 1.1.4 Review Load calculations
 - 1.1.5 Review mechanical Equipment Sizing (including Heating Hot Water & Gas)
 - 1.1.6 Review domestic hot water and cold water
 - 1.1.7 Review Fire Smoke Damper locations
 - 1.1.8 Review drawing package for constructability
 - 1.1.9 Identify additional opportunities for energy savings
 - 1.1.10 Summary Report noting any design deficiencies, variations from industry standards/best practices and recommendations to resolve any such items

1.2 Electrical System Review

- 1.2.1 Review Basis of Design (BOD) / Owner Program Requirements (OPR)
- 1.2.2 Review Specifications
- 1.2.3 Review that systems are in compliance with all local code requirements
- 1.2.4 Review Single line diagrams and panel schedule to determine correct loads and switch gear selection
- 1.2.5 Review Fire Alarm system
- 1.2.6 Generate a Photometric plan based on the current reflected ceiling plans to verify proper light levels
- 1.2.7 Summary Report noting any design deficiencies, variations from industry standards/best practices and recommendations to resolve any such items

1.3 Energy Modeling

- 1.3.1 Aquatics Pro Run Modeling to include Envelope, Mechanical and Lighting (excludes pool modeling)

2.0 Reimbursable Expenses:

- 2.1 All reprographics expenses including blueprinting and large format reproduction incurred for this project will be billed as a reimbursable expense – Southland's cost
- 2.2 All Expenses related to express postage and courier delivery will be billed as a reimbursable expense, Southland's cost

3.0 Exclusions:

- 3.1 Review of Site Utility Plan (Project Boundaries are assumed to be 5' from building exterior)
- 3.2 Review of Smoke Control System (Identified as deferred approval item on drawings)
- 3.3 Sanitary Waste & Ventilation Systems
- 3.4 Storm Drain Systems
- 3.5 Review of Fire Protection
- 3.6 Review of Pool Systems
- 3.7 Cost of engineering related to any recommendation provided
- 3.8 Review of Structural engineering
- 3.9 Review of low voltage systems (Audio/Video, Telecommunications)
- 3.10 Review of submittal documents, utility company compliance forms etc..
- 3.11 Short Circuit analysis
- 3.12 Marketing Graphics, Contractor Pricing Plans or Construction Documents.
- 3.13 Major revisions to the design scheme that would impact Department of State Architect approval process,

4.0 Fee

- | | | |
|-----|----------------------|--|
| 4.1 | Engineering Services | Hourly, based on published rates below (NTE) |
| 4.2 | Electrical Review | Cost Plus 15% |
| 4.3 | Reimbursable | Southland's Cost |

Based on our preliminary review of the drawings, and the budget pricing received from the electrical engineer, Southlands would estimate the total costs for this project will not exceed (NTE) \$71,000. This price includes Southland's engineering costs, project management, electrical engineering costs and reports.

The above represents Southland's proposal to perform the peer review. With your approval, Southland will develop the review schedule and coordinate all activities with the college.

Should you have any questions, please call me direct at 562-577-6874.

Respectfully,

Santiago Canyon College

Lance English

Business Development

Approved By: _____

Print Name

PO#: _____

PROFESSIONAL SERVICES LABOR RATES

Compensation for engineering services rendered on a time-and-material basis, for the peer review of the mechanical and plumbing plans for the Humanities and Aquatics Facilities as may be required in the Contract, shall be in accordance with the following schedule of personnel hourly rates:

<i>Personnel Classification</i>	<i>Standard Hourly Rate</i>
<u>Engineering:</u>	
Principal Engineer	\$185.00/Per hour
Associate Principle Engineer	\$160.00/Per hour
Lead Sr. Engineer	\$150.00/Per hour
Sr. Mechanical or Plumbing Engineer	\$145.00/Per hour
Controls Engineer	\$145.00/Per hour
Mechanical or Plumbing Engineer	\$125.00/Per hour
Design Engineer	\$105.00/Per hour
Project Manager	\$125.00/Per hour
CAD Operator 1	\$ 85.00/Per hour
CAD Operator 11	\$115.00/Per hour
CAD Manager	\$135.00/Per hour
Administration Support	\$ 70.00/Per hour

Labor rates contained herein shall include; federal and state employment taxes, mandatory and customary employee benefits, Southland's overhead and profit, and utilization of computer-aided drafting equipment and software.

NOTE: This schedule of labor rates DOES NOT include reprographics, plotting, duplicating or other reimbursable expenses; or travel expenses outside of Orange, Los Angeles, San Bernardino or Riverside Counties.

4.0 Fee

4.1	Engineering Services	Hourly, based on published rates below (NTE)
4.2	Electrical Review	Cost Plus 15%
4.3	Reimbursable	Southland's Cost

Based on our preliminary review of the drawings, and the budget pricing received from the electrical engineer, Southlands would estimate the total costs for this project will not exceed (NTE) \$71,000. This price includes Southland's engineering costs, project management, electrical engineering costs and reports.

The above represents Southland's proposal to perform the peer review. With your approval, Southland will develop the review schedule and coordinate all activities with the college.

Should you have any questions, please call me direct at 562-577-6874.

Respectfully,

Santiago Canyon College

Lance English

Business Development

Approved By: _____

Print Name

PROFESSIONAL SERVICES LABOR RATES

Compensation for engineering services rendered on a time-and-material basis, for the peer review of the mechanical and plumbing plans for the Humanities and Aquatics Facilities as may be required in the Contract, shall be in accordance with the following schedule of personnel hourly rates:

<i>Personnel Classification</i>	<i>Standard Hourly Rate</i>
<u>Engineering:</u>	
Principal Engineer	\$185.00/Per hour
Associate Principle Engineer	\$160.00/Per hour
Lead Sr. Engineer	\$150.00/Per hour
Sr. Mechanical or Plumbing Engineer	\$145.00/Per hour
Controls Engineer	\$145.00/Per hour
Mechanical or Plumbing Engineer	\$125.00/Per hour
Design Engineer	\$105.00/Per hour
Project Manager	\$125.00/Per hour
CAD Operator 1	\$ 85.00/Per hour
CAD Operator 11	\$115.00/Per hour
CAD Manager	\$135.00/Per hour
Administration Support	\$ 70.00/Per hour

Labor rates contained herein shall include; federal and state employment taxes, mandatory and customary employee benefits, Southland's overhead and profit, and utilization of computer-aided drafting equipment and software.

NOTE: This schedule of labor rates DOES NOT include reprographics, plotting, duplicating or other reimbursable expenses; or travel expenses outside of Orange, Los Angeles, San Bernardino or Riverside Counties.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

No. 5.24

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Southland Industries – Humanities Building Review at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

As a part of the process of the construction, it would be prudent to conduct mechanical HVAC system and electrical engineering design peer review of the Humanities Building’s plans to assure the systems meet the District’s qualifications and properly operates to design specifications.

ANALYSIS:

Southland Industries has experience in HVAC mechanical systems and has recently completed a review of the HVAC system in the Science Building at SCC. The District received two proposals for this peer review of the Humanities Building; one from TMAD, Taylor & Gaines and the other, Southland Industries. The District is recommending Southland Industries for the peer review based on their performance reviewing the Science Building at SCC. The cost is not to exceed \$95,600.00 for the HVAC analysis plus \$9,560.00 for reimbursable expenses. The total amount for the scope of work is \$105,160.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Southland Industries for the Santiago Canyon College Humanities Building peer review as presented.

Fiscal Impact:	\$ 105,160.00	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

June 3, 2011

Mr. Peter Hardash
Vice Chancellor for Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste 401
Santa Ana, CA 92706-1640

Re: Peer Engineering Review – Humanities
Fee Proposal #LE5541-0413-11-01-R1

Dear Mr. Hardash:

Southland is pleased to provide our Proposal to conduct heating, ventilation & air conditioning (HVAC) and electrical engineering design peer review of the Humanities drawings. The intent of our review is to evaluate the current HVAC and electrical systems to verify they will meet the College's desired system results. This proposal assumes:

- i)** The drawings and specifications provided to Southland dated Jan 25th 2010 (Humanities) are complete and meet the Basis Of Design (BOD) and the Owner Program Requirements (OPR);
- ii)** Drawings and design have already been approved by the Department of State Architect (DSA);
- iii)** This review will be limited to the project boundaries which are assumed to be within 5' of the building perimeter

1.0 Basic Service:

- 1.1 Mechanical & Plumbing System Review
 - 1.1.1 Review Basis of Design (BOD) /Owner Program Requirements (OPR)
 - 1.1.2 Review Specifications
 - 1.1.3 Review that systems are in compliance with all local code requirements
Review Title 24 Compliance
 - 1.1.4 Review Load calculations
 - 1.1.5 Review mechanical Equipment Sizing (including Heating Hot Water & Gas)
 - 1.1.6 Review domestic hot water and cold water
 - 1.1.7 Review Fire Smoke Damper locations
 - 1.1.8 Review drawing package for constructability
 - 1.1.9 Identify additional opportunities for energy savings
 - 1.1.10 Summary Report noting any design deficiencies, variations from industry standards/best practices and recommendations to resolve any such items

1.2 Electrical System Review

- 1.2.1 Review Basis of Design (BOD) /Owner Program Requirements (OPR)
- 1.2.2 Review Specifications
- 1.2.3 Review that systems are in compliance with all local code requirements
- 1.2.4 Review Single line diagrams and panel schedule to determine correct loads and switch gear selection
- 1.2.5 Review Fire Alarm system
- 1.2.6 Generate a Photometric plan based on the current reflected ceiling plans to verify proper light levels
- 1.2.7 Review Photovoltaic design as it relates to the electrical design
- 1.2.8 Summary Report noting any design deficiencies, variations from industry standards/best practices and recommendations to resolve any such items

1.3 Energy Modeling

- 1.3.1 Humanities Pro Run Modeling to include Envelope, Mechanical and Lighting

2.0 Reimbursable Expenses:

- 2.1 All reprographics expenses including blueprinting and large format reproduction incurred for this project will be billed as a reimbursable expense – Southland’s cost
- 2.2 All Expenses related to express postage and courier delivery will be billed as a reimbursable expense, Southland’s cost

3.0 Exclusions:

- 3.1 Review of Site Utility Plan (Project Boundaries are assumed to be 5’ from building exterior)
- 3.2 Review of Smoke Control System (Identified as deferred approval item on drawings)
- 3.3 Sanitary Waste & Ventilation Systems
- 3.4 Storm Drain Systems
- 3.5 Review of Fire Protection
- 3.6 Cost of engineering related to any recommendation provided
- 3.7 Review of Structural engineering
- 3.8 Review of low voltage systems (Audio/Video, Telecommunications)
- 3.9 Review of submittal documents, utility company compliance forms etc..
- 3.10 Short Circuit analysis
- 3.11 Marketing Graphics, Contractor Pricing Plans or Construction Documents.
- 3.12 Major revisions to the design scheme that would impact Department of State Architect approval process,

4.0 Fee

- | | | |
|-----|----------------------|--|
| 4.1 | Engineering Services | Hourly, based on published rates below (NTE) |
| 4.2 | Electrical Review | Cost Plus 15% |
| 4.3 | Reimbursable | Southland's Cost |

Based on our preliminary review of the drawings, and the budget pricing received from the electrical engineer, Southlands would estimate the total costs for this project will not exceed **\$95,600**. This price includes Southland's engineering costs, project management, electrical engineering costs and reports.

The above represents Southland's proposal to perform the peer review. With your approval, Southland will develop the review schedule and coordinate all activities with the college.

Should you have any questions, please call me direct at 562-577-6874.

Respectfully,

Santiago Canyon College

Lance English

Business Development

Approved By: _____

Print Name

PO#: _____

PROFESSIONAL SERVICES LABOR RATES

Compensation for engineering services rendered on a time-and-material basis, for the peer review of the mechanical and plumbing plans for the Humanities and Aquatics Facilities as may be required in the Contract, shall be in accordance with the following schedule of personnel hourly rates:

<i>Personnel Classification</i>	<i>Standard Hourly Rate</i>
<u>Engineering:</u>	
Principal Engineer	\$185.00/Per hour
Associate Principle Engineer	\$160.00/Per hour
Lead Sr. Engineer	\$150.00/Per hour
Sr. Mechanical or Plumbing Engineer	\$145.00/Per hour
Controls Engineer	\$145.00/Per hour
Mechanical or Plumbing Engineer	\$125.00/Per hour
Design Engineer	\$105.00/Per hour
Project Manager	\$125.00/Per hour
CAD Operator 1	\$ 85.00/Per hour
CAD Operator 11	\$115.00/Per hour
CAD Manager	\$135.00/Per hour
Administration Support	\$ 70.00/Per hour

Labor rates contained herein shall include; federal and state employment taxes, mandatory and customary employee benefits, Southland's overhead and profit, and utilization of computer-aided drafting equipment and software.

NOTE: This schedule of labor rates DOES NOT include reprographics, plotting, duplicating or other reimbursable expenses; or travel expenses outside of Orange, Los Angeles, San Bernardino or Riverside Counties.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Notice of Completion, Bid #1064, Baker Electric – Science Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the District approved a contract with Baker Electric to complete the electrical portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$3,339,196.62.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the electrical portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 East Chapman Avenue, Orange, California 92869, caused improvements to be made to the property to wit: Bid No. 1064/Science Building, the contract for the doing of which was heretofore entered into on the 10th day of December, 2007, which contract was made with Baker Electric, 08-P004547/4548, as contractor; that said improvements were completed on the 21st day of May, 2010, and accepted by formal action of the governing Board of said District on the 22nd day of August, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Fidelity and Deposit Company of Maryland.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

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

Executed at _____ California, on

_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Notice of Completion, Bid #1065, Athena Engineering, Inc. – Science Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the District approved a contract with Athena Engineering, Inc. to complete the HVAC portion of the Science Building at Santiago Canyon College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on May 21, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$2,794,662.26.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the HVAC portion of the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: August 22, 2011
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman, Orange, California, caused improvements to be made to the property to wit: Bid No. 1065/HVAC & Temperature Controls – Science Building, the contract for the doing of which was heretofore entered into on the 1st day of January, 2008, which contract was made with Athena Engineering, Inc. , P.O.08-P0003744/08-P0003745, as contractor; that said improvements were completed on the 21st day of May, 2010, and accepted by formal action of the governing Board of said District on the 22nd day of August, 2011; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Fidelity & Deposit Company of Maryland.

Orange

Rancho Santiago Community College District of
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

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

Executed at _____ California, on
_____, 20__.

Signature _____
(include name of corporation, partnership, etc., if any)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Accuvant Agreement	
Action:	Request for Approval	

BACKGROUND

With the support of the RSCCD Technology Advisory Group (TAG), the district is preparing to upgrade the current wireless network to meet the academic and business needs of the entire district. A site survey is needed to determine the placements of the wireless access points.

ANALYSIS

PlanNet completed an assessment of how Santa Ana College intends on using the wireless network. It was determined that coverage will include all academic buildings, faculty offices, some administration offices, and common areas. Also, to support the video surveillance project, there will be wireless coverage in the parking lots. Based on the research at Santa Ana College, PlanNet and ITS developed a detailed list of requirements and determined that the Aruba Network solution is the best to meet the district's needs.

The solution from Aruba Networks will include core and remote servers to manage the network traffic, management software, authentication software, and wireless access points for buildings and common areas, and rugged wireless access points for the parking lot. A site survey is needed to determine the placements of the wireless access points in SAC's 23 buildings, parking lots, and common areas. Documentation includes access points coverage maps, cabling paths, and network design.

RECOMMENDATION

It is recommended that the Board of Trustees approve the site survey agreement from Accuvant in the amount of \$26,888 as presented.

Fiscal Impact:	\$26,888	Board Date: August 22, 2011
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

Project Scope

Project Management

Accuvant will provide dedicated project management to ensure the successful execution and delivery of the project by managing the various roles and documents utilizing accepted project management best practices.

Project Phases

Accuvant follows a proven methodology for integrating wireless solutions into existing client environments. The scope of the project will be to assist Rancho Santiago Community College District in performing a site survey of the entire campus and providing design documentation to support the installation of a WLAN system. The specific tasks of this project are the following:

Site Survey and Design Documentation

TASK: Planning and Environment Review

OBJECTIVE: Confirm the scope of work has been accurately captured in the project proposal and to identify any significant obstacles to implementing the solution before coming onsite

- TASK STEPS:**
- Accuvant consultants will conduct a pre-project call to gather the detailed information about the Rancho Santiago Community College District environment necessary to perform the rest of the deployment

TASK: Kick-Off Meeting

OBJECTIVE: Allow the entire project team to meet, review project objectives and strategy, and confirm the project plan and each team member's responsibilities

- TASK STEPS:**
- Introductions of team members and their role in the project
 - A review of the project's success criteria
 - A detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts
 - Confirming that the Accuvant consultants understand their point(s) of contact within Rancho Santiago Community College District and have all of the necessary materials and access to begin their work

TASK: Site Survey & Cable Drop Planning

OBJECTIVE: Determine Appropriate Access Point placement and cabling requirements

- TASK STEPS:**
- Accuvant will use the predictive RF plans generated by Aruba Networks engineers combined with a comprehensive site survey to determine the best placement of the WAPs
 - Accuvant will develop a cabling plan for all WAP locations

TASK: Design Documentation (OFF-SITE)

OBJECTIVE: Document the recommended system design and cabling plan with the sections listed below:

- DOCUMENT SECTIONS:
- Results from site survey, showing the placement of the radios and the coverage they provide

Professional Considerations

The fixed fee for the Services to be performed by Accuvant under this SOW is 26,888 U.S. Dollars (\$26,888), which shall be paid on the following schedule:

Milestone	Percentage	Amount
Site Survey & Documentation showing placement of AP's	100	\$26,888.00

Scheduling

Accuvant proposes using at least one of our Consultants (bios available upon request) on an as needed basis for the appropriate time necessary to perform the work outlined in this proposal. Accuvant and Rancho Santiago Community College District will agree to work together to schedule time in advance when both parties will have resources available for the project. Accuvant requires a signed Service Order Form before it can schedule any consultant to begin a project.

Travel & Expenses

Travel and expenses are included.

Project Completion

Accuvant requires Rancho Santiago Community College District to acknowledge completion of the contract in writing. Accuvant will prepare a Certificate of Acceptance, which will be used to signify the successful completion of the consulting engagement. A copy of the Certificate of Acceptance is attached to this Statement of Work.

Change in Scope of Services

In the event that unforeseen factors change this Services scope of work and/or impact the term and cost of Accuvant-provided Services, Rancho Santiago Community College District and Accuvant may mutually revise the SOW and Accuvant shall provide customer with an estimate of the impact of such revisions on the fees, payment terms, completion schedule and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change ("Change Authorization") shall be prepared, incorporating such changes to the SOW and shall be signed by both parties' authorized signers. The terms of a Change Authorization Form prevail over those of the SOW. A copy of the Change Authorization Form is attached to this Statement of Work.

Project Assumptions

The ability to complete this engagement in an efficient and timely manner is critical to Accuvant. The assumptions listed below set forth the expectations of the working relationship between Rancho Santiago Community College District and Accuvant.

Accuvant

- Our consultants consider all Rancho Santiago Community College District information and documentation as sensitive and confidential and will handle appropriately
- Our consultants recognize the value of knowledge transfer and will encourage Rancho Santiago Community College District to participate in all appropriate aspects of the project
- Our consultants and/or project managers will notify Rancho Santiago Community College District of any items that may be delayed as soon as possible in order to determine ways to manage any impact (i.e., cost, timeframes, modifications, etc.)
- All deliverables will, after completion, be reviewed jointly by Rancho Santiago Community College District and Accuvant consultants. Accuvant will include one revision to documents and as-builts based on client input at the review session

- **Accuvant is not responsible for providing any services or performing any tasks not specifically set forth in this SOW**
- **Accuvant shall have no responsibility for other contractors or third parties engaged outside of Fusion Networking & Technology on the project unless expressly agreed to in writing**
- **Provides a single point of contact within Rancho Santiago Community College District's organization to help Accuvant consultants coordinate access to the required project materials and personnel**
- **Provides documents / diagrams detailing the existing policies, specifications and/or architecture in a timely manner**
- **Provides a safe working environment, including a workspace, telephone and network (and Internet) access for the purpose of time entry, email and project-related efforts**
- **Provides any necessary building, parking and/or machine room Access to Accuvant consultants**
- **Accuvant consultants will be reliant on Rancho Santiago Community College District staff to complete identified tasks and participate in interviews. Rancho Santiago Community College District's inability to provide this staff may affect the completion of tasks and/or deliverables.**

If the Rancho Santiago Community College District assumptions listed above cannot be met; there may be a negative impact on project duration or cost. If there are deviations in scope, effort or duration, a change order will be necessary and an addendum for additional effort will be created. All changes in scope or duration will be negotiated between Accuvant and Rancho Santiago Community College District.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Agreement with The Wright Group	
Action:	Request for Approval	

BACKGROUND

ASCIP, the district's property and liability insurance administrator, has recommended The Wright Group as the company to assist in district safety and loss prevention issues.

ANALYSIS

The Wright Group has assisted the district for nine years in safety and loss prevention. To retain the consultant's services, an agreement must be executed. The agreement is for the period of August 1, 2011 through July 31, 2013. The assigned contract approval number is DO-11-006.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to renew the agreement with The Wright Group for professional services as presented

Fiscal Impact: TBD	Board Date: August 22, 2011
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

THE WRIGHT GROUP, INC CONSULTANT AGREEMENT

This agreement is made and entered into this August 1, 2011 between The Wright Group, Inc., (hereinafter called the Consultant) and Rancho Santiago Community College District (hereinafter called the District).

The Consultant shall provide the District with specialized consultant services. The Consultant shall be compensated a maximum of \$125.00 per hour for consultant services, \$85.00 for investigative services, \$50.00 per hour for support staff and \$.60 cents per mile plus expenses at cost as incurred such services performed between August 1, 2011 and July 31, 2013. These services are described as security and investigative consulting and include all the school sites, the district offices and all ancillary facilities. In addition, we shall advise, assist and help facilitate the installation of security technology into the school district and their various sites. The Consultant shall submit a signed, approved invoice to the District Business Office.

While performing the specific services, The Wright Group, Inc., is an independent contractor and not an agent or employee of the District.

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

Either party may terminate this Agreement by providing written notice seven (7) days in advance to the other.

The Wright Group, Inc., its employees and agents, shall secure and maintain valid permits and licenses as required by law for the execution of services pursuant to this Agreement.

The Wright Group, Inc., shall maintain general liability insurance in an amount not less than one million dollars (\$1,000,000.00), which shall be primary, and any other insurance carried by the District shall be excess.

The Wright Group, Inc. shall maintain auto liability insurance in an amount not less than one million dollars (\$1,000,000.00), which shall be primary, and any other insurance carried by the District shall be excess.

The Wright Group, Inc. shall maintain statutory limits for Workers' Compensation coverage.

Prior to the commencement of any legal action, each party to this Agreement agrees to meet and confer in good faith with the other party to resolve any problems or disputes that arise under this Agreement.

It is understood that in the event that either party so assigns its rights or delegates its rights, that party shall nonetheless remain responsible for satisfaction of all obligations included within this Agreement.

Under penalty of perjury, the Consultant certified that: the number shown on this form is their correct taxpayer identification number; and, that the Consultant is not subject to backup withholding because (a) the Consultant is exempt from backup withholding, or (b) the Consultant has been notified by the Internal Revenue Service that the Consultant may be subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Consultant that the Consultant is no longer subject to backup withholding.

Any terms or provisions of this Agreement which are invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

The provisions of this Agreement constitute the whole and entire agreement between The Wright Group, Inc. and the District and supercede any prior written or oral negotiations and/or agreements between the parties. This Agreement shall not be modified, amended or altered except by an instrument in writing signed by the parties hereto. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy.

Changes and modifications to this Agreement may be made by mutual written consent of the parties.

The laws of the State of California shall govern the validity, interpretation and enforcement of this Agreement.

Parties executing this Agreement hereby represent that they have the authority to bind and that their execution of this Agreement does not violate any bylaws, rules or regulations applicable to them.

THE WRIGHT GROUP, INC.

200 N. Harbor Blvd., Suite 205
Anaheim, CA 92805

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

2323 North Broadway
Santa Ana, CA 92706

Signed: Ch. W. Wm

Signed: _____

Date: 1 AUGUST 2011

Date: _____

Tax I.D. # 03-0489661

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Rejection of Bid#1182 – Video Surveillance System and Installation	
Action:	Request for Approval	

BACKGROUND

There are six major sites that are in need of security surveillance systems. The sites are Santa Ana College, Santiago Canyon College, Centennial Education Center, Orange Education Center, Digital Media Center and the District Office. The primary purpose is to improve safety at each of these sites covering parking lots, building perimeters and high risk areas. An assessment and feasibility study was performed by PlanNet Consulting, to define the District's requirements and network capabilities and design a video surveillance solution.

ANALYSIS

A comprehensive bid package was developed that included a fully functional (turnkey) video surveillance system and installation for each site. The bid was advertised and notices were sent out to fourteen (14) bidders. A mandatory job walk was held on July 14 – 15, 2011 and twenty seven (27) bidders attended.

Only three (3) bidders provided bids for this project. The committee made up of district staff, consultants from PlanNet and FPPS (Facilities Planning & Program Services) and the architect, Westberg + White, conducted the evaluation. After careful analysis, it was determined that it was in the best interest of the District to reject all bids and re-scope the project and rebid.

RECOMMENDATION

It is recommended that the Board of Trustees reject all bids for Bid #1182 – Video Surveillance System and Installation and rebid as presented.

Fiscal Impact:	None	Board Date: August 22, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: August 22, 2011

INDEPENDENT CONTRACTORS

Jennifer Walsvick

Attachment A – Independent Contractor Agreement
Attachment B – Proposal

Service: To provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services at the rate of \$40.00 an hour.

Date(s) of Service: August 29, 2011 through May 31, 2012

Fee: Estimated at \$28,800.00

Requested by: Dee Tucker

Funded by: Child Development Services

33-2120-692000-53323-5100 (\$7,200.00)
33-2120-692000-53327-5100 (\$7,200.00)
33-2120-692000-53324-5100 (\$3,600.00)
33-2120-692000-53325-5100 (\$3,600.00)
33-2120-692000-53326-5100 (\$3,600.00)
33-1271-692000-53329-5100 (\$3,600.00)

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 23rd of August, 2011 by and between Jennifer Walsvick herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE SUPERVISION AND FIELD INSTRUCTION TO MASTER OF SOCIAL WORK STUDENT INTERNS ASSIGNED TO RSCCD CHILD DEVELOPMENT SERVICES

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Twenty Eight Thousand Eight Hundred Dollars & No Cents (\$28,800.00).

The contracted services are to commence on or about August 29, 2011 and to be completed on or about, but not later than May 31, 2012.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and

every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

**RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

Signature

By _____

Printed Name

Tracey Conner-Crabbe
Printed Name

Title

Director of Purchasing Services
Title

Address

City/State

Date

Date

Attachment "B"

Jennifer Walsvick, LCSW
12811 Dunas Rd.
Santa Ana, CA 92705
714-926-8270

August 8, 2011

PROPOSAL FOR SERVICES

This is a proposal for services to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services.

The work will include but not be limited to:

- Providing weekly meetings with the student interns
- Providing supervised support and guidance on the child development site regarding child/family referrals and services
- Ensuring that communication with Professors is handled in a timely and efficient manner and
- Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS executive director

This work will begin on August 29, 2011 and continue through May 31, 2012 at the rate of \$40 an hour.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019526	14,000.00	HOME DEPOT	Repair & Replacement Parts			7/11/2011
12-P0019527	2,205.00	MEDIWARE INFORMATION SYSTEM INC	Software Support Service			7/11/2011
12-P0019528	14,900.00	SC FUELS	Gasoline			7/11/2011
12-P0019529	2,500.00	AA EQUIPMENT	Contracted Repair Services			7/11/2011
12-P0019530	1,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Contracted Repair Services			7/11/2011
12-P0019531	1,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		7/11/2011
12-P0019532	7,000.00	LUX BUS AMERICA	Transportation - Student			7/11/2011
12-P0019533	2,500.00	SO COUNTIES LUBRICANTS	Gasoline			7/11/2011
12-P0019534	2,000.00	EBERHARD EQUIPMENT	Non-Instructional Supplies			7/11/2011
12-P0019535	1,000.00	UNITED RENTALS	Gasoline			7/11/2011
12-P0019536	1,500.00	ANGELUS QUARRIES BLDG	Non-Instructional Supplies			7/11/2011
12-P0019537	4,000.00	DAPPER TIRE	Repair & Replacement Parts			7/11/2011
12-P0019538	12,000.00	GOLD COAST TOURS	Transportation - Student			7/11/2011
12-P0019539	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2011
12-P0019540	14,500.00	PACIFIC COACHWAYS CHARTER	Transportation - Student			7/11/2011
12-P0019541	1,200.00	CHEVRON	Gasoline			7/11/2011
12-P0019542	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/11/2011
12-P0019543	250.00	ALBERTSON'S	Instructional Supplies	SP		7/11/2011
12-P0019544	10,000.00	MONOPRICE INC	Non-Instructional Supplies			7/11/2011
12-P0019545	3,232.50	AMAZON COM	Library Books			7/11/2011
12-P0019546	3,000.00	MIDWEST LIBRARY SVC	Library Books	SP		7/11/2011
12-P0019547	2,000.00	FREY SCIENTIFIC/EDUC PUBL SERVICE	Instructional Supplies	SP		7/11/2011
12-P0019548	125.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Inst Dues & Memberships			7/11/2011
12-P0019549	7,238.00	ACCT ASSOC OF COMMUNITY	Inst Dues & Memberships			7/11/2011
12-P0019550	1,600.00	CORNER BAKERY/CBC RESTAURANT	Food and Food Service Supplies			7/11/2011
12-P0019551	600.00	PLAYERS CHOICE	Non-Instructional Supplies			7/11/2011
12-P0019552	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2011
12-P0019553	200.00	BLUE RIBBON TROPHY CO	Non-Instructional Supplies	SP		7/11/2011
12-P0019555	50.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2011
12-P0019556	1,000.00	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		7/11/2011
12-P0019557	3,720.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/11/2011
12-P0019558	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2011
12-P0019559	1,000.00	CARQUEST AUTO PARTS	Repair & Replacement Parts			7/11/2011
12-P0019560	750.00	ORANGE COUNTY AUTO PARTS	Repair & Replacement Parts			7/11/2011
12-P0019561	200.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/11/2011

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019562	750.00	HOME DEPOT	Non-Instructional Supplies			7/11/2011
12-P0019563	2,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Non-Instructional Supplies			7/11/2011
12-P0019564	5,000.00	HYDRO SCAPE PRODUCTS INC	Non-Instructional Supplies			7/11/2011
12-P0019565	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2011
12-P0019566	1,500.00	EBERHARD EQUIPMENT	Repair & Replacement Parts			7/11/2011
12-P0019567	8,000.00	POWERTRON	Repair & Replacement Parts			7/11/2011
12-P0019568	400.00	PRAXAIR DIST INC	Repair & Replacement Parts			7/11/2011
12-P0019569	800.00	REPUBLIC ENGINES	Repair & Replacement Parts			7/11/2011
12-P0019570	954.00	COLLEGESOURCE INC	Software Support Service			7/11/2011
12-P0019571	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2011
12-P0019572	4,500.00	TENNANT SALES & SVC CO	Repair & Replacement Parts			7/11/2011
12-P0019573	1,500.00	HOME DEPOT	Non-Instructional Supplies			7/12/2011
12-P0019574	500.00	LIGHT BULBS ETC	Non-Instructional Supplies			7/12/2011
12-P0019575	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/12/2011
12-P0019577	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/12/2011
12-P0019579	500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/12/2011
12-P0019580	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/12/2011
12-P0019581	7,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/12/2011
12-P0019582	200.00	1696511	Advertising	SP		7/12/2011
12-P0019583	2,236.00	ADVANCED IMAGE DIRECT	Packaging/Mail Prep/Processing	SP		7/12/2011
12-P0019584	4,019.08	WOODRIDGE PRESS INC	Reproduction/Printing Expenses	SP		7/12/2011
12-P0019585	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/12/2011
12-P0019586	1,640.00	BIARD & CROCKETT PLUMBING SVCS INC	Non-Instructional Supplies			7/12/2011
12-P0019587	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/12/2011
12-P0019588	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/12/2011
12-P0019589	1,500.00	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		7/12/2011
12-P0019590	1,500.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/12/2011
12-P0019591	699.44	SCHOOL DATEBOOKS	Supplies Paid for Students	SP		7/12/2011
12-P0019592	1,000.00	SARGENT WELCH	Instructional Supplies	SP		7/12/2011
12-P0019593	1,800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/12/2011
12-P0019594	1,000.00	ACERO	Non-Instructional Supplies			7/12/2011
12-P0019595	124.21	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			7/12/2011
12-P0019596	2,000.00	EL MAISTRO TRANSMISSION SVC INC	Contracted Repair Services			7/12/2011
12-P0019597	1,500.00	MATERIAL HANDLING SUPPLY INC	Contracted Repair Services			7/12/2011
12-P0019598	3,000.00	PETE'S ROAD SVC	Contracted Repair Services			7/12/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019599	2,000.00	YALE CHASE	Repair & Replacement Parts			7/12/2011
12-P0019600	1,500.00	R & B PRODUCTS USA LLC	Contracted Repair Services			7/12/2011
12-P0019601	300.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/12/2011
12-P0019602	10,000.00	GOLD COAST TOURS	Transportation - Athletics			7/12/2011
12-P0019603	1,000.00	ONE SOURCE DISTRIBUTORS INC	Non-Instructional Supplies			7/12/2011
12-P0019604	500.00	NIAGARA PLUMBING	Non-Instructional Supplies			7/12/2011
12-P0019605	5,387.50	IBID2MARKET LLC	Non-Instructional Supplies	SP		7/13/2011
12-P0019606	120.00	EDUCAUSE	Software License and Fees			7/13/2011
12-P0019608	1,000.00	HOME DEPOT	Non-Instructional Supplies			7/13/2011
12-P0019609	275.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			7/13/2011
12-P0019610	1,000.00	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			7/13/2011
12-P0019611	200.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/13/2011
12-P0019612	1,000.00	ANIXTER INC	Non-Instructional Supplies			7/13/2011
12-P0019613	500.00	RADIO SHACK	Instructional Supplies	SP		7/13/2011
12-P0019614	65.00	1029166	Conference Expenses	SP		7/13/2011
12-P0019615	65.00	CSU CHANNEL ISLANDS	Conference Expenses	SP		7/13/2011
12-P0019616	355.00	CITY OF ORANGE	Conference Expenses	SP		7/13/2011
12-P0019617	575.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			7/13/2011
12-P0019618	263.02	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			7/13/2011
12-P0019619	142,598.00	TROPICAL PLAZA NURSERY	Buildings - Contracted Svcs	SP	BOND	7/13/2011
12-P0019620	16,573.00	TROPICAL PLAZA NURSERY	Buildings - Contracted Svcs	SP	BOND	7/13/2011
12-P0019621	89,998.00	TROPICAL PLAZA NURSERY	Buildings - Contracted Svcs	SP	BOND	7/13/2011
12-P0019622	389,823.00	TROPICAL PLAZA NURSERY	Buildings - Contracted Svcs	SP	BOND	7/13/2011
12-P0019623	150,798.00	TROPICAL PLAZA NURSERY	Buildings - Contracted Svcs	SP	BOND	7/13/2011
12-P0019624	1,837.50	CORVEL ENTERPRISE COMP INC	Contracted Services			7/13/2011
12-P0019627	6,792.00	BROADWAY PARTNERS	Landscaping			7/13/2011
12-P0019628	2,625.00	ORANGE COUNTY TRANSPORTATION	Communications Maintenance			7/13/2011
12-P0019629	10,680.00	TEAM ONE MANAGEMENT	Contracted Custodial Services	SP		7/13/2011
12-P0019630	2,365.00	SPECTRUM INFORMATION SVCS	Contracted Services	SP		7/13/2011
12-P0019631	967.11	DEMCO INC	Instructional Supplies	SP		7/14/2011
12-P0019632	2,000.00	1031906	Contracted Repair Services			7/14/2011
12-P0019634	1,520.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	7/14/2011
12-P0019635	150.00	CARQUEST AUTO PARTS	Non-Instructional Supplies			7/14/2011
12-P0019636	2,000.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			7/14/2011
12-P0019638	6,629.40	RYDIN DECAL	Non-Instructional Supplies	SP		7/14/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019639	480.35	SBC DATACOMM - ATTN: KELLY BER	Equipment - Federal Progs >200	SP		7/14/2011
12-P0019641	489.84	ASSOC. STUDENTS UCLA	Conference Expenses	SP		7/15/2011
12-P0019642	832.00	1879475	Contracted Repair Services			7/15/2011
12-P0019643	2,360.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			7/15/2011
12-P0019644	14,000.00	RESILIENT COMMUNICATIONS INC	Contracted Services			7/18/2011
12-P0019645	343.24	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		7/18/2011
12-P0019646	11,557.50	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/18/2011
12-P0019647	525.00	LIBRARY OF CONGRESS	Internet Services	SP		7/18/2011
12-P0019648	172.78	MIDWEST LIBRARY SVC	Library Books			7/18/2011
12-P0019649	550.00	VIETNAM CALIFORNIA RADIO, INC.	Advertising	SP		7/18/2011
12-P0019650	3,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/18/2011
12-P0019651	1,628.85	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			7/18/2011
12-P0019652	525.00	DIRECTV	Books, Mags & Ref Mat, Non-Lib			7/18/2011
12-P0019653	2,000.00	HOME DEPOT	Non-Instructional Supplies	SP		7/18/2011
12-P0019654	2,000.00	D4 SOLUTIONS INC.	Non-Instructional Supplies			7/18/2011
12-P0019655	226.50	SPECTRUM CHEMICALS & LABORATORY PRODUCTS	Instructional Supplies	SP		7/18/2011
12-P0019656	914.59	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		7/18/2011
* 12-P0019657	600.00	GOLD COAST TOURS	Transportation - Student	SP		7/18/2011
12-P0019658	5,000.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/18/2011
12-P0019659	1,000.00	FRY'S ELECTRONICS	Non-Instructional Supplies	SP		7/18/2011
12-P0019660	2,160.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/18/2011
12-P0019662	2,798.49	XEROX CORP	Non-Instructional Supplies			7/18/2011
12-P0019663	1,566.80	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		7/18/2011
12-P0019664	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/19/2011
12-P0019665	1,000.00	GLASBY MAINTENANCE SUPPLY	Repair & Replacement Parts			7/19/2011
12-P0019666	1,350.00	SAN DIEGO STATE UNIV. FOUNDATION	Software License and Fees	SP		7/19/2011
12-P0019667	1,437.40	DAVE SMITH ENTERPRISES INC	Equipment - All Other > \$1,000	SP		7/19/2011
12-P0019668	1,034.40	1846615	Non-Instructional Supplies	SP		7/19/2011
12-P0019669	4,530.00	IXO INC	Non-Instructional Supplies			7/19/2011
12-P0019670	1,104.44	QQN INC	Reproduction/Printing Expenses	SP		7/19/2011
12-P0019671	2,720.00	IDEAL LIGHTING SUPPLY INC	Non-Instructional Supplies			7/19/2011
12-P0019672	500.00	NCCHC NATIONAL COMMUNITY COLLEGE	Inst Dues & Memberships			7/19/2011
12-P0019678	2,546.93	DELL COMPUTER	Equipment - All Other > \$1,000	SP		7/20/2011
12-P0019679	116.75	CITY OF SANTA ANA	Other Licenses & Fees			7/20/2011
12-P0019680	350.00	HOME DEPOT	Non-Instructional Supplies	SP		7/20/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019681	78.27	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		7/20/2011
12-P0019682	713.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/20/2011
12-P0019683	338.17	CARD INTEGRATORS INC	Non-Instructional Supplies	SP		7/20/2011
12-P0019684	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/20/2011
12-P0019685	1,293.00	1033764	Software License and Fees	SP		7/20/2011
12-P0019686	800.00	UC SAN DIEGO	Software License and Fees	SP		7/20/2011
12-P0019687	636.00	PACIFIC TELEMANAGEMENT SVCS	Telephone & Pager Services			7/20/2011
12-P0019688	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/20/2011
12-P0019689	140.08	WE DO GRAPHICS INC	Non-Instructional Supplies			7/20/2011
12-P0019690	3,000.00	SOUTHERN AUTO BODY	Contracted Repair Services			7/20/2011
12-P0019691	5,000.00	TENNANT SALES & SVC CO	Contracted Repair Services			7/20/2011
12-P0019692	1,500.00	TURF STAR INC	Contracted Repair Services			7/20/2011
12-P0019693	11,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/20/2011
12-P0019694	3,000.00	DON BOOKSTORE	Books Paid for Students	SP		7/20/2011
12-P0019695	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/20/2011
12-P0019696	4,000.00	VODIE'S WHEEL ALIGNMENT	Contracted Repair Services			7/20/2011
12-P0019697	1,000.00	SANTA ANA TOWING	Contracted Repair Services			7/20/2011
12-P0019698	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/20/2011
12-P0019699	1,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		7/20/2011
12-P0019700	50.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/20/2011
12-P0019701	37,500.00	DON BOOKSTORE	Books Paid for Students	SP		7/20/2011
12-P0019702	474.89	XPEDX PAPER CO	Non-Instructional Supplies			7/20/2011
12-P0019703	25.00	LAWNMOWER CITY CORP	Contracted Repair Services			7/20/2011
12-P0019704	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/20/2011
12-P0019705	104.58	COUNTY OF ORANGE	Other Licenses & Fees			7/20/2011
12-P0019706	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/20/2011
12-P0019707	1,500.00	SIGMA ALDRICH INC	Instructional Supplies	SP		7/20/2011
12-P0019708	29.14	ZEC SALES, INC	Non-Instructional Supplies			7/21/2011
12-P0019709	200.00	HOME DEPOT	Non-Instructional Supplies			7/21/2011
12-P0019710	2,500.00	HOME DEPOT	Non-Instructional Supplies			7/21/2011
12-P0019711	1,000.00	GRIFFIN ACE HARDWARE	Non-Instructional Supplies	SP		7/21/2011
12-P0019712	261.23	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		7/21/2011
12-P0019713	5,000.00	OCBC ORANGE CTY BUS COUNCIL	Inst Dues & Memberships			7/21/2011
12-P0019714	155.14	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/21/2011
12-P0019715	6,715.31	EUREKA	Software License and Fees	SP		7/21/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019716	78.10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/21/2011
12-P0019717	525.00	NBIA NAT'L BUSINESS INCUBATION	Inst Dues & Memberships			7/21/2011
* 12-P0019718	548.51	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		7/21/2011
12-P0019719	48.10	1880370	Books, Mags & Ref Mat, Non-Lib	SP		7/21/2011
12-P0019720	430.06	C & H DISTRIBUTORS INC	Non-Instructional Supplies			7/21/2011
12-P0019721	177.61	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/21/2011
12-P0019722	900.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/21/2011
12-P0019723	2,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/21/2011
12-P0019724	12,000.00	SCHICK RECORDS MGMT	Lease Agreement - Facility			7/22/2011
12-P0019725	1,449.00	LUX BUS AMERICA	Transportation - Student	SP		7/22/2011
12-P0019728	825.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/22/2011
12-P0019729	175.00	SMART & FINAL	Food and Food Service Supplies	SP		7/22/2011
12-P0019730	1,335.00	CYBERGROUPO INC	Software License and Fees			7/22/2011
12-P0019731	166,068.00	STUDENT INSURANCE	All Risk/Athletic Insurance			7/22/2011
12-P0019732	155.00	CEPA	Other Licenses & Fees			7/22/2011
12-P0019733	250,000.00	FACILITIES PLANNING AND PROGRAM SVCS INC	Contracted Services			7/22/2011
12-P0019734	125.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			7/22/2011
12-P0019735	9,380.00	COAST ELECTRIC	Buildings - Contracted Svcs	SP	BOND	7/22/2011
12-P0019736	204.95	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			7/22/2011
12-P0019737	3,700.00	ORANGE COUNTY DEPT OF ED	Courier/Delivery Services			7/22/2011
12-P0019738	156.00	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			7/22/2011
12-P0019739	513.05	VWR / SARGENT WELCH	Instructional Supplies	SP		7/22/2011
12-P0019740	126.72	GHC SPECIALTY BRANDS LLC	Instructional Supplies	SP		7/22/2011
12-P0019741	54.95	MOORE MEDICAL CORP	Non-Instructional Supplies			7/22/2011
12-P0019742	14,999.00	SIXTEN INC	Contracted Services			7/22/2011
12-P0019743	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/22/2011
12-P0019744	741.81	SANDY BOYD INC	Buildings - Contracted Svcs	SP	BOND	7/22/2011
12-P0019746	220,000.00	HMC ARCHITECTS	Buildings - Architects Fee	SP		7/22/2011
12-P0019747	556.80	AMERICAN EXPRESS	Conference Expenses	SP		7/22/2011
12-P0019748	872.80	AMERICAN EXPRESS	Conference Expenses	SP		7/22/2011
12-P0019749	1,295.00	DELL COMPUTER	Equipment - Federal Progs >200	SP		7/22/2011
12-P0019750	304.46	XEROX CORP	Non-Instructional Supplies	SP		7/22/2011
12-P0019751	6,964.00	NTH GENERATION COMPUTING INC	Non-Instructional Supplies			7/22/2011
12-P0019752	10,579.97	XEROX CORP	Software Support Service			7/22/2011
12-P0019753	1,029.00	RIVERBOAT DELTA KING	Conference Expenses	SP		7/25/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 12-P0019754	11,265.91	TREND OFFSET PRINTING	Class Schedules/Printing	SP		7/26/2011
12-P0019755	1,000.00	WESTERN ILLUMINATED PLASTICS	Non-Instructional Supplies			7/26/2011
12-P0019756	251.12	XEROX CORP	Instructional Supplies	SP		7/26/2011
12-P0019757	145.42	QUARK ENTERPRISES INC	Instructional Supplies	SP		7/26/2011
12-P0019758	3,710.00	THE WARE GROUP	Software License and Fees	SP		7/26/2011
12-P0019759	886.35	MCMAHAN BUSINESS INTERIORS	Equip/Software - >\$200 <\$1,000	SP		7/26/2011
12-P0019760	31.45	BELIGHT SOFTWARE USA, LLC	Software License and Fees	SP		7/26/2011
12-P0019761	2,082.21	ALAN'S LAWNMOWER & GARDEN CTR	Equip/Software - >\$200 <\$1,000			7/26/2011
12-P0019762	250.00	COMPUTER SPORTS MEDICINE, INC.	Software License and Fees			7/26/2011
12-P0019764	200.00	HOME DEPOT	Instructional Supplies	SP		7/26/2011
12-P0019765	400.00	COBRA SYSTEMS	Non-Instructional Supplies			7/26/2011
12-P0019766	900.00	MICROTECH SCIENTIFIC	Instructional Supplies	SP		7/26/2011
12-P0019767	500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/26/2011
12-P0019768	12,000.00	1031779	Contracted Services	SP		7/26/2011
12-P0019769	4,000.00	1058366	Contracted Services	SP		7/26/2011
12-P0019770	228.85	ACCT ASSOC OF COMMUNITY	Conference Expenses			7/27/2011
12-P0019771	575.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			7/27/2011
12-P0019772	485.00	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		7/27/2011
12-P0019773	5,000.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/27/2011
12-P0019774	335.00	SOUTHERN CALIFORNIA WRESTLING ALLIANCE	Inst Dues & Memberships			7/27/2011
12-P0019775	1,800.00	SO CALIF FOOTBALL ASSOC	Inst Dues & Memberships			7/27/2011
12-P0019776	48.10	1880370	Books, Mags & Ref Mat, Non-Lib	SP		7/27/2011
12-P0019777	250.00	STATE OF CALIF	Other Licenses & Fees			7/27/2011
12-P0019778	3,298.00	NASFAA NAT'L ASSOC OF STUDENT	Inst Dues & Memberships	SP		7/27/2011
12-P0019779	405.34	HW WILSON CO	Library Books - Periodicals	SP		7/27/2011
12-P0019780	400.00	SEALS COMPRESSED GASES	Instructional Supplies	SP		7/27/2011
12-P0019781	58.00	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib	SP		7/27/2011
12-P0019782	500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/27/2011
12-P0019783	339.00	NGUOI VIET DAILY NEWS	Advertising	SP		7/27/2011
12-P0019784	1,000.00	BLACK CHAMBER OF ORANGE COUNTY	District Business/Sponsorships	SP		7/27/2011
12-P0019785	200.00	HARDY DIAGNOSTICS	Instructional Supplies	SP		7/27/2011
12-P0019786	700.00	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/27/2011
12-P0019787	5,000.00	HOME DEPOT	Instructional Supplies			7/27/2011
12-P0019788	500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/27/2011
12-P0019789	500.00	STATER BROS	Food and Food Service Supplies	SP		7/27/2011

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019790	5,600.00	MR B'S LAWNMOWER & SAW SHOP	Instructional Supplies			7/27/2011
12-P0019791	10,000.00	SANTA ANA DIESEL	Repair & Replacement Parts			7/27/2011
12-P0019792	1,500.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			7/27/2011
12-P0019794	7,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/27/2011
12-P0019795	4,000.00	BELL PIPE & SUPPLY CO	Repair & Replacement Parts			7/27/2011
12-P0019796	5,000.00	CLARK SECURITY PRODUCTS INC	Non-Instructional Supplies			7/27/2011
12-P0019797	646.45	INTUIT INC	Software License and Fees	SP		7/27/2011
12-P0019798	466.55	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		7/27/2011
12-P0019799	1,000.00	BISHOP CO	Non-Instructional Supplies			7/27/2011
12-P0019800	2,000.00	ORANGE COUNTY FARM SUPPLY	Non-Instructional Supplies			7/27/2011
12-P0019801	2,000.00	HOME DEPOT	Non-Instructional Supplies			7/27/2011
12-P0019802	316.00	VOCATIONAL BIOGRAPHIES INC	Software License and Fees	SP		7/27/2011
12-P0019803	839.92	EX LIBRIS USA INC	Software Support Service			7/27/2011
12-P0019804	3,899.00	COLLEGESOURCE INC	Internet Services	SP		7/27/2011
12-P0019805	1,550.00	CINTAS CORP	Laundry & Dry Cleaning Service			7/28/2011
12-P0019806	1,450.00	CINTAS CORP	Laundry & Dry Cleaning Service			7/28/2011
12-P0019807	479.30	PYRO-COMM SYSTEMS INC	Contracted Repair Services			7/28/2011
12-P0019808	381.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/28/2011
12-P0019809	974.63	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/28/2011
12-P0019810	960.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			7/28/2011
12-P0019811	2,782.00	VORTEX INDUSTRIES	Maint/Oper Service Agreements			7/28/2011
12-P0019812	975.00	HVAC AIR COMMAND INC	Maint Contract - Other Equip			7/28/2011
12-P0019815	3,552.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			7/28/2011
12-P0019816	500.00	HOFFMAN SOUTHWEST CORP	Contracted Services			7/28/2011
12-P0019817	2,000.00	SANDY BOYD INC	Contracted Repair Services			7/28/2011
12-P0019818	500.00	MKH ELECTRONICS	Maint Contract - Other Equip			7/28/2011
12-P0019819	3,675.00	MCBAIN INSTRUMENTS	Contracted Repair Services			7/28/2011
12-P0019820	2,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			7/28/2011
12-P0019821	8,309.00	PYRO-COMM SYSTEMS INC	Buildings - Contracted Svcs	SP	BOND	7/29/2011
12-P0019822	787.50	DEPT OF TOXIC SUBSTANCES &	Other Licenses & Fees			7/29/2011
12-P0019823	1,744.00	ICOP	Instructional Supplies	SP		7/29/2011
12-P0019824	300.00	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		7/29/2011
12-P0019825	36.25	APPLE COMPUTER INC	Non-Instructional Software			7/29/2011
12-P0019826	111.62	ACADEMIC SUPERSTORE	Non-Instructional Software			7/29/2011
12-P0019827	384.00	SIMBIOTIC SOFTWARE	Instructional Software	SP		7/29/2011

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Purchase Order List
07/10/11 thru 08/06/11

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019828	1,344.00	SIMBIOTIC SOFTWARE	Instructional Software	SP		7/29/2011
12-P0019829	420.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/29/2011
12-P0019830	32,960.00	NTH GENERATION COMPUTING INC	Software License and Fees			7/29/2011
12-P0019831	2,120.38	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/29/2011
12-P0019832	9,000.00	TURNOUT MAINTENANCE COMPANY, LLC	Repair & Replacement Parts			7/29/2011
12-P0019833	2,800.00	TED JOHNSON PROPANE	Instructional Supplies			7/29/2011
12-P0019834	8,700.00	GANAHL LUMBER CO	Instructional Supplies			7/29/2011
12-P0019835	8,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/29/2011
12-P0019836	300.00	DON BOOKSTORE	Instructional Supplies	SP		7/29/2011
12-P0019837	700.00	OXYGEN SVC CO	Instructional Supplies	SP		7/29/2011
12-P0019838	800.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/29/2011
12-P0019839	500.00	SMART & FINAL	Instructional Supplies	SP		7/29/2011
12-P0019840	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/29/2011
12-P0019841	300.00	DON BOOKSTORE	Instructional Supplies	SP		7/29/2011
12-P0019842	2,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/29/2011
12-P0019843	5,000.00	CHEVRON	Gasoline			7/29/2011
12-P0019844	1,700.00	SIGMA ALDRICH INC	Instructional Supplies	SP		7/29/2011
12-P0019845	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/29/2011
12-P0019846	675.00	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/29/2011
12-P0019847	200.00	PRAXAIR DIST INC	Instructional Supplies	SP		7/29/2011
12-P0019848	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/29/2011
12-P0019849	400.00	SMART & FINAL	Food and Food Service Supplies	SP		7/29/2011
12-P0019850	1,000.00	HOME DEPOT	Instructional Supplies	SP		7/29/2011
12-P0019851	1,500.00	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		7/29/2011
12-P0019852	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/29/2011
12-P0019853	1,305.00	AMAZON COM	Library Books			7/29/2011
12-P0019854	255.00	LA HABRA AREA CHAMBER OF COMMERCE	Inst Dues & Memberships	SP		7/29/2011
12-P0019855	70.00	ORANGE COUNTY TRAINING	Inst Dues & Memberships			7/29/2011
12-P0019856	3,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			7/29/2011
12-P0019857	646.55	SIGMA ALDRICH INC	Instructional Supplies	SP		7/29/2011
12-P0019858	207.05	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		7/29/2011
12-P0019859	250.51	ULINE	Instructional Supplies	SP		7/29/2011
12-P0019860	502.46	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/29/2011
* 12-P0019861	4,798.39	UNISOURCE PAPER CO	Equipment - All Other > \$1,000			8/1/2011
12-P0019862	4,000.00	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			8/1/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019863	1,000.00	AAA ELECTRIC MOTOR SALES	Repair & Replacement Parts			8/1/2011
12-P0019864	13,714.00	XAP CORP	Software Support Service			8/1/2011
12-P0019865	1,500.00	REXEL ESD	Non-Instructional Supplies			8/1/2011
12-P0019866	1,500.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			8/1/2011
12-P0019867	14,000.00	UNISOURCE PAPER CO	Non-Instructional Supplies			8/1/2011
12-P0019868	852.57	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/1/2011
12-P0019869	439.63	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		8/1/2011
12-P0019870	7,007.20	KATEK SOLUTIONS	Non-Instructional Supplies			8/1/2011
12-P0019871	694.98	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		8/1/2011
12-P0019872	1,324.68	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		8/1/2011
12-P0019873	300.00	LCS CONSTRUCTORS INC	Contracted Services			8/1/2011
12-P0019874	1,000.00	SCHORR METALS INC	Non-Instructional Supplies			8/1/2011
12-P0019875	144.00	VMS	Advertising			8/1/2011
12-P0019876	1,000.00	MAINTEX INC	Repair & Replacement Parts			8/1/2011
12-P0019877	151.54	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		8/1/2011
12-P0019878	1,724.55	DAPPER TIRE	Non-Instructional Supplies			8/1/2011
12-P0019879	309.66	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/1/2011
12-P0019880	500.00	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		8/1/2011
12-P0019881	400.00	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		8/1/2011
12-P0019882	3,000.00	CONTROL MAINTENANCE & REPAIR INC	Contracted Repair Services			8/1/2011
12-P0019883	14,000.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			8/1/2011
12-P0019884	2,000.00	1842488	Contracted Repair Services			8/1/2011
12-P0019885	2,500.00	PACIFIC SYSTEMS ELECTRIC INC	Contracted Repair Services			8/1/2011
12-P0019886	200.00	GMS ELEVATOR	Contracted Repair Services			8/1/2011
12-P0019887	11,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			8/1/2011
12-P0019888	4,000.00	BLANKENSHIP, SHARLENE	Maint/Oper Service Agreements			8/1/2011
12-P0019889	4,500.00	JOHNSON CONTROLS	Contracted Repair Services			8/1/2011
12-P0019890	5,000.00	1034039	Contracted Repair Services			8/1/2011
12-P0019891	3,000.00	ATLANTIC ELECTRIC CO	Contracted Repair Services			8/1/2011
12-P0019892	1,040.00	FIREMASTER	Contracted Services			8/1/2011
12-P0019893	157.50	JM SMITH CORP	Software Support Service	SP		8/1/2011
12-P0019894	3,000.00	LOMA LINDA UNIV	Instructional Supplies	SP		8/1/2011
12-P0019895	175.00	CONNECTICUT VALLEY BIOLOGICAL	Instructional Supplies	SP		8/1/2011
12-P0019896	459.00	AMERICAN EXPRESS	Conference Expenses	SP		8/2/2011
12-P0019897	1,085.30	QUARTERMASTER	Non-Instructional Supplies			8/2/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019898	8,668.00	EXTRA SPACE STORAGE	Rental - Facility (Short-term)			8/2/2011
12-P0019899	500.00	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		8/2/2011
12-P0019900	1,696.00	ORANGE COUNTY REGISTER	Advertising	SP		8/3/2011
12-P0019901	854.36	HYDRO SCAPE PRODUCTS INC	Equip/Software - >\$200 <\$1,000			8/3/2011
12-P0019902	8,039.85	3M LIBRARY SYSTEMS	Maint Contract - Office Equip			8/3/2011
12-P0019903	2,780.00	TREESMITH ENTERPRISES INC	Landscaping			8/3/2011
12-P0019904	2,000.00	VILLAGE NURSERIES	Non-Instructional Supplies			8/3/2011
12-P0019905	53.00	COMM ARTS MAGAZINE	Books, Mags & Ref Mat, Non-Lib			8/3/2011
12-P0019906	1,000.00	NITAO NURSERY	Non-Instructional Supplies			8/3/2011
12-P0019907	249.98	QQN INC	Reproduction/Printing Expenses	SP		8/3/2011
12-P0019908	9,493.50	SIGNATURE FLOORING INC	Building Improvements	SP		8/3/2011
12-P0019909	1,751.78	SCANTRON CORP	Non-Instructional Supplies	SP		8/3/2011
12-P0019910	650.00	LEAGUE FOR INNOVATION	Conference Expenses	SP		8/3/2011
12-P0019911	3,987.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		8/3/2011
12-P0019912	22.63	SCHICK RECORDS MGMT	Non-Instructional Supplies			8/3/2011
12-P0019913	3,002.26	4 IMPRINT	Non-Instructional Supplies	SP		8/3/2011
12-P0019914	2,766.06	BEDROCK SPORTS INC	Instructional Supplies	SP		8/3/2011
12-P0019915	7,500.00	AON CONSULTING INC	Contracted Services			8/3/2011
12-P0019916	116.43	BULB DIRECT	Instructional Supplies	SP		8/3/2011
12-P0019917	6,000.00	STATE OF CALIFORNIA	Fingerprinting			8/3/2011
12-P0019918	465.92	PIZZA HUT	Food and Food Service Supplies	SP		8/3/2011
12-P0019919	3,205.70	BEDROCK SPORTS INC	Instructional Supplies	SP		8/3/2011
12-P0019920	33,362.00	NTH GENERATION COMPUTING INC	Contracted Services			8/3/2011
12-P0019921	64.65	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/3/2011
12-P0019922	1,891,828.00	ASCIP	Workers Compensation Insurance			8/3/2011
12-P0019923	7,500.00	AON CONSULTING INC	Contracted Services			8/3/2011
12-P0019924	170.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			8/3/2011
12-P0019925	10,058.68	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		8/3/2011
12-P0019926	22.62	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		8/3/2011
12-P0019927	720.14	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019928	793.26	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019929	898.40	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019930	754.83	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019931	880.81	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019932	1,306.25	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019933	279.99	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019934	77.45	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		8/3/2011
12-P0019935	1,350.00	CAPP ASSOCIATES INC	Software License and Fees	SP		8/3/2011
12-P0019936	2,155.00	1033764	Software License and Fees	SP		8/3/2011
12-P0019937	195.00	CPP CONSULTING PSYCHOLOGISTS PRESS	Software License and Fees	SP		8/3/2011
12-P0019938	800.00	UCSD	Software License and Fees	SP		8/3/2011
12-P0019939	1,398.00	HAULAWAY STORAGE	Rental - Other (Short-term)			8/3/2011
12-P0019940	4,246.87	RYDIN DECAL	Non-Instructional Supplies	SP		8/3/2011
12-P0019941	488.75	WESTERN POWER SYSTEMS	Buildings - Contracted Svcs	SP	BOND	8/3/2011
12-P0019942	2,275.88	FRANKLIN AIR CONDITIONING	Contracted Repair Services			8/3/2011
12-P0019943	300.67	RAMCO REFRIGERATION & AIR	Contracted Repair Services			8/3/2011
12-P0019944	14,000.00	LIEBERT CASSIDY WHITMORE	Legal Expenses			8/3/2011
12-P0019945	10,000.00	ATKINSON ANDELSON LOYA RUUD ROMO	Legal Expenses			8/3/2011
12-P0019946	756.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			8/4/2011
12-P0019947	1,114.12	SHIFFLER EQUIPMENT SALES INC	Equip/Software - >\$200 <\$1,000			8/4/2011
12-P0019949	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2011
12-P0019950	14,500.00	LTI LUZURIAGA TAYLOR INC	Buildings - Engineering Costs	SP	BOND	8/4/2011
12-P0019951	300.00	SMART & FINAL	Food and Food Service Supplies	SP		8/4/2011
12-P0019952	35.00	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		8/4/2011
12-P0019953	5,500.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	8/4/2011
12-P0019954	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2011
12-P0019955	1,050.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			8/4/2011
12-P0019956	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			8/4/2011
12-P0019957	307.59	XPEDX PAPER CO	Instructional Supplies	SP		8/4/2011
12-P0019958	900.00	MISSION UNIFORM & LINEN	Laundry & Dry Cleaning Service			8/4/2011
12-P0019959	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2011
12-P0019960	474.61	HVAC AIR COMMAND INC	Contracted Repair Services			8/4/2011
12-P0019961	5,000.00	RODRIGUEZ ENGINEERING	Buildings - Engineering Costs	SP		8/4/2011
12-P0019962	14,000.00	ALLSTAR FIRE EQUIPMENT	Instructional Supplies			8/4/2011
12-P0019963	9,000.00	LTI LUZURIAGA TAYLOR INC	Buildings - Engineering Costs	SP	BOND	8/4/2011
12-P0019964	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2011
12-P0019965	1,474.25	SHIFFLER EQUIPMENT SALES INC	Equip/Software - >\$200 <\$1,000			8/4/2011
12-P0019966	5,000.00	JOB ELEPHANT COM INC	Personnel Recruiting			8/4/2011
12-P0019967	22.02	GRAINGER	Non-Instructional Supplies			8/4/2011
12-P0019968	5,150.00	1067129	Contracted Services	SP		8/4/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0019969	925.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/4/2011
12-P0019970	1,500.00	VIETNAMESE TRANSLATION SERVICES	Contracted Services			8/4/2011
12-P0019971	489.59	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/4/2011
12-P0019972	1,500.00	1033017	Contracted Services			8/4/2011
12-P0019973	820.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		8/4/2011
12-P0019974	1,000.00	CARQUEST AUTO PARTS	Instructional Supplies	SP		8/4/2011
12-P0019975	400.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			8/4/2011
12-P0019976	370.00	AMERICAN EXPRESS	Conference Expenses	SP		8/4/2011
12-P0019977	21.44	BARNES & NOBLE INC	Non-Instructional Supplies			8/4/2011
12-P0019978	53.00	COMM ARTS MAGAZINE	Books, Mags & Ref Mat, Non-Lib			8/4/2011
12-P0019979	2,500.00	NAT'L HISPANIC BUSINESS WOMEN ASSOC	District Business/Sponsorships	SP		8/4/2011
12-P0019980	119.56	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		8/4/2011
12-P0019981	246.47	APPERSON PRINT MGMT SVCS	Non-Instructional Supplies	SP		8/4/2011
12-P0019982	230.00	1839892	Advertising	SP		8/4/2011
12-P0019983	500.00	ARROWHEAD MOUNTAIN SPRINGWATER	Non-Instructional Supplies	SP		8/4/2011
12-P0019984	1,000.00	CANDELA CORP	Non-Instructional Supplies	SP		8/5/2011
12-P0019985	2,000.00	SANDY BOYD INC	Contracted Repair Services			8/5/2011
12-P0019986	450.00	TRISTATE ACCOMODATIONS	Instructional Supplies	SP		8/5/2011
12-P0019987	500.00	ACERO	Contracted Repair Services			8/5/2011
12-P0019988	100.00	1033782	Contracted Services			8/5/2011
12-P0019989	4,000.00	FRANKLIN AIR CONDITIONING	Contracted Services			8/5/2011
12-P0019990	1,000.00	WESTERN POWER SYSTEMS	Contracted Services			8/5/2011
12-P0019991	829.74	PYRO-COMM SYSTEMS INC	Contracted Repair Services			8/5/2011
12-P0019992	13,300.00	SINGLEWIRE SOFTWARE LLC	Software Support Service			8/5/2011
12-P0019993	1,207.00	COLLEGESOURCE INC	Internet Services	SP		8/5/2011
12-P0019994	4,000.00	GANAHL LUMBER CO	Non-Instructional Supplies			8/5/2011
12-P0019995	1,077.50	ESRI INC	Software License and Fees	SP		8/5/2011
12-P0019996	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			8/5/2011
12-P0019997	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		8/5/2011
12-P0019999	5,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			8/5/2011
12-P0020000	750.00	SY NIELSON SVC	Contracted Repair Services			8/5/2011
12-P0020001	500.00	TOM BLACK SVC CTR	Contracted Repair Services			8/5/2011
12-P0020002	4,200.00	POINT AND CLICK SOLUTIONS INC	Contracted Services	SP		8/5/2011
12-P0020003	2,500.00	FACCOC FILIPINO-AMERICAN CHAMBER OF COMMERC	District Business/Sponsorships	SP		8/5/2011
12-P0020005	2,000.00	ACERO	Repair & Replacement Parts			8/5/2011

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.31 (13)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020006	3,512.65	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		8/5/2011
12-P0020007	360.00	PAPER DEPOT DOCUMENT	Contracted Services			8/5/2011
12-P0020008	10,000.00	HEWLETT PACKARD CO	Contracted Services			8/5/2011
12-P0020009	3,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			8/5/2011
12-P0020010	5,000.00	KNORR SYSTEMS INC	Repair & Replacement Parts			8/5/2011
12-P0020011	661.25	WESTERN POWER SYSTEMS	Contracted Repair Services			8/5/2011
12-P0020012	7,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			8/5/2011
12-P0020013	1,354.00	CALIF WATERS LLC	Contracted Repair Services			8/5/2011
12-P0020014	1,530.00	1034091	Contracted Repair Services			8/5/2011
12-P0020015	2,000.00	DATATEL INC	Contracted Services			8/5/2011
12-P0020016	5,000.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			8/5/2011
12-P0129033	3,127.02	CR & R INC	Trash Disposal			7/11/2011
12-P0129034	8,290.20	CR & R INC	Trash Disposal			7/11/2011
12-P0129035	1,018.08	CR & R INC	Maint Contract - Other Equip			7/11/2011
12-P0129036	6,582.24	CHEROKEE CHEMICAL CO INC	Maint/Oper Service Agreements			7/11/2011
* 12-P0129037	3,246.51	XEROX CORP	Excess/Copies Usage			7/12/2011
* 12-P0129038	2,738.32	XEROX CORP	Excess/Copies Usage			7/12/2011
* 12-P0129039	6,211.23	XEROX CORP	Excess/Copies Usage			7/12/2011
* 12-P0129040	3,428.87	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129041	8,125.34	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129042	3,342.10	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129043	3,385.20	XEROX CORP	Excess/Copies Usage			7/13/2011
12-P0129044	3,967.05	XEROX CORP	Lease Agreement - Equipment			7/13/2011
* 12-P0129045	3,385.20	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129046	4,988.10	XEROX CORP	Excess/Copies Usage			7/13/2011
12-P0129047	3,342.10	XEROX CORP	Excess/Copies Usage			7/13/2011
12-P0129048	17,861.83	XEROX CORP	Lease Agreement - Equipment			7/13/2011
12-P0129049	13,238.15	XEROX CORP	Lease Agreement - Equipment			7/13/2011
* 12-P0129050	2,309.21	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129051	3,992.40	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129052	3,385.20	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129053	3,255.64	XEROX CORP	Excess/Copies Usage			7/13/2011
12-P0129054	254.18	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129055	3,420.42	XEROX CORP	Excess/Copies Usage	SP		7/13/2011
* 12-P0129056	4,982.37	XEROX CORP	Excess/Copies Usage	SP		7/13/2011

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5.31 (14)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 12-P0129057	5,985.84	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129058	41,724.77	XEROX CORP	Excess/Copies Usage	SP		7/13/2011
* 12-P0129059	390.36	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129060	2,459.65	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129061	443.70	XEROX CORP	Excess/Copies Usage			7/13/2011
* 12-P0129062	332.95	XEROX CORP	Maint Contract - Office Equip	SP		7/13/2011
12-P0129063	752.78	XEROX CORP	Excess/Copies Usage			7/13/2011
12-P0129064	4,620.00	KNORR SYSTEMS INC	Maint/Oper Service Agreements			7/13/2011
* 12-P0129065	666.56	XEROX CORP	Excess/Copies Usage			7/13/2011
12-P0129066	6,750.00	JOHNSON CONTROLS	Maint/Oper Service Agreements			7/13/2011
12-P0129067	3,176.00	CARRIER CORP	Maint/Oper Service Agreements			7/13/2011
12-P0129068	2,100.00	3M LIBRARY SYSTEMS	Maint Contract - Office Equip			7/13/2011
12-P0129069	300.00	BAY SECURITY COMM	Security Systems & Services			7/13/2011
12-P0129070	25,000.00	ROSEMET ENVIRONMENTAL SVCS	Hazardous Materials Removal			7/13/2011
12-P0129071	16,700.00	CASE SYSTEMS INC	Communications Maintenance			7/13/2011
12-P0129072	1,134.05	ELESCO	Contracted Services			7/13/2011
12-P0129073	3,500.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements			7/13/2011
12-P0129074	12,700.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements			7/13/2011
12-P0129076	533.75	TAB ANSWER NETWORK	Contracted Services			7/13/2011
12-P0129077	660.00	ORKIN PEST CONTROL	Contracted Services			7/13/2011
12-P0129078	3,288.00	CHEM PRO LABORATORY INC	Contracted Services			7/13/2011
12-P0129079	4,674.00	FRANKLIN AIR CONDITIONING	Contracted Services			7/13/2011
12-P0129080	64,271.64	TEAM ONE MANAGEMENT	Contracted Custodial Services			7/13/2011
12-P0129081	2,473.80	GMS ELEVATOR	Contracted Services			7/13/2011
12-P0129082	2,464.00	PYRO-COMM SYSTEMS INC	Contracted Services			7/13/2011
12-P0129083	8,804.00	TRANE CO	Maint/Oper Service Agreements			7/13/2011
12-P0129084	780.00	TRI-SIGNAL INTEGRATION INC	Maint/Oper Service Agreements			7/13/2011
12-P0129085	6,068.00	CONTROL AIR CONDITIONING CORP	Contracted Services			7/13/2011
12-P0129086	1,120.00	ORANGE COUNTY FIRE PROTECTION	Contracted Services			7/13/2011
12-P0129087	1,860.00	ORKIN PEST CONTROL	Contracted Services			7/13/2011
12-P0129088	8,900.00	ORANGE COAST PLUMBING INC	Maint/Oper Service Agreements			7/13/2011
12-P0129089	10,304.15	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			7/13/2011
* 12-P0129090	545.56	XEROX CORP	Excess/Copies Usage	SP		7/14/2011
* 12-P0129091	586.09	XEROX CORP	Excess/Copies Usage	SP		7/14/2011
* 12-P0129092	1,145.95	XEROX CORP	Excess/Copies Usage	SP		7/14/2011

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5.31 (15)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 12-P0129093	888.43	XEROX CORP	Excess/Copies Usage	SP		7/14/2011
* 12-P0129094	629.13	XEROX CORP	Maint Contract - Office Equip	SP		7/14/2011
* 12-P0129095	303.79	XEROX CORP	Excess/Copies Usage	SP		7/14/2011
12-P0129096	2,451.00	GMS ELEVATOR	Maint/Oper Service Agreements			7/14/2011
12-P0129097	29,941.35	TEAM ONE MANAGEMENT	Contracted Custodial Services			7/14/2011
12-P0129098	6,372.00	TROPICAL PLAZA NURSERY	Landscaping			7/14/2011
12-P0129099	300.00	BAY SECURITY COMM	Security Systems & Services			7/14/2011
12-P0129100	690.00	BAY SECURITY COMM	Security Systems & Services	SP		7/14/2011
12-P0129101	7,704.13	STATE CHEMICAL MFG CO	Maint/Oper Service Agreements			7/14/2011
* 12-P0129102	1,483.63	XEROX CORP	Excess/Copies Usage			7/14/2011
* 12-P0129103	4,146.13	XEROX CORP	Excess/Copies Usage			7/14/2011
* 12-P0129106	5,557.31	XEROX CORP	Excess/Copies Usage			7/15/2011
* 12-P0129107	3,939.25	XEROX CORP	Excess/Copies Usage			7/15/2011
* 12-P0129108	5,053.04	XEROX CORP	Excess/Copies Usage			7/15/2011
* 12-P0129109	1,473.44	XEROX CORP	Excess/Copies Usage	SP		7/15/2011
12-P0129110	404.18	COAST TO COAST BUSINESS	Maint Contract - Office Equip			7/15/2011
* 12-P0129111	447.32	XEROX CORP	Excess/Copies Usage	SP		7/15/2011
12-P0129112	6,150.00	ASH ENTERPRISES INT'L INC	Maint Contract - Other Equip			7/15/2011
12-P0129113	4,250.00	STERIS CORP	Maint Contract - Other Equip			7/15/2011
* 12-P0129114	6,776.00	SIEMENS WATER TECH CORP	Rental-Equipment (Short-term)			7/20/2011
12-P0129116	2,186.66	DUTHIE POWER SVC	Maint/Oper Service Agreements			7/20/2011
12-P0129117	6,300.00	ATHLETIC FIELD SPECIALISTS INC.	Landscaping			7/20/2011
12-P0129118	4,200.00	ANIMAL PEST MGMT SVC	Maint/Oper Service Agreements			7/21/2011
12-P0129119	5,694.56	ARROWHEAD MOUNTAIN SPRINGWATER	Drinking Water Service			7/21/2011
12-P0129120	3,550.00	BOWEN TECHNOVATION	Maint Contract - Other Equip			7/18/2011
12-P0129121	1,542.00	WESTERN PACIFIC SVCS	Maint/Oper Service Agreements			7/28/2011
12-P0129123	120,204.00	TROPICAL PLAZA NURSERY	Landscaping			7/21/2011
12-P0129124	8,823.60	GMS ELEVATOR	Maint/Oper Service Agreements			7/21/2011
12-P0129125	14,406.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/21/2011
12-P0129126	69,600.00	ATHLETIC FIELD SPECIALISTS INC.	Landscaping			7/21/2011
12-P0129127	5,400.00	ADVANCED AQUATIC TECH INC	Maint/Oper Service Agreements			7/21/2011
12-P0129128	33,827.07	CR & R INC	Trash Disposal			7/20/2011
12-P0129129	111,573.00	DATATEL INC	Software Support Service			7/21/2011
12-P0129130	1,480.00	CONTROL MAINTENANCE & REPAIR INC	Contracted Services			7/21/2011
12-P0129131	3,852.00	PERKIN ELMER	Maint Contract - Other Equip			7/21/2011

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5.31 (16)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0129132	14,268.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/21/2011
12-P0129133	3,820.00	DATA CLEAN CORP	Contracted Services			7/22/2011
* 12-P0129135	439.41	XEROX CORP	Excess/Copies Usage	SP		7/22/2011
12-P0129137	5,917.03	XEROX CORP	Lease Agreement - Equipment	SP		7/22/2011
12-P0129138	2,423.99	XEROX CORP	Lease Agreement - Equipment	SP		7/22/2011
* 12-P0129140	255.79	XEROX CORP	Excess/Copies Usage			7/22/2011
* 12-P0129141	529.17	XEROX CORP	Excess/Copies Usage	SP		7/22/2011
12-P0129142	881.28	XEROX CORP	Excess/Copies Usage			7/25/2011
12-P0129143	881.28	XEROX CORP	Excess/Copies Usage			7/25/2011
* 12-P0129144	5,144.04	XEROX CORP	Excess/Copies Usage	SP		7/25/2011
12-P0129145	580.59	XEROX CORP	Maint Contract - Office Equip	SP		7/25/2011
* 12-P0129146	382.83	XEROX CORP	Excess/Copies Usage			7/25/2011
* 12-P0129147	332.54	XEROX CORP	Excess/Copies Usage	SP		7/25/2011
12-P0129148	978.67	XEROX CORP	Maint Contract - Office Equip			7/25/2011
* 12-P0129149	6,561.94	XEROX CORP	Excess/Copies Usage			7/25/2011
* 12-P0129150	2,649.53	XEROX CORP	Excess/Copies Usage			7/25/2011
12-P0129151	18,513.60	GMS ELEVATOR	Maint/Oper Service Agreements			7/25/2011
12-P0129152	4,410.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/26/2011
12-P0129153	1,416.00	ORKIN PEST CONTROL	Contracted Services	SP		7/26/2011
12-P0129154	2,169.40	XEROX CORP	Lease Agreement - Equipment	SP		7/26/2011
12-P0129155	19,130.00	FRANKLIN AIR CONDITIONING	Maint/Oper Service Agreements			7/27/2011
* 12-P0129156	25,564.30	XEROX CORP	Excess/Copies Usage			7/27/2011
12-P0129157	3,420.00	KLM AIR INC	Maint Contract - Other Equip			7/28/2011
12-P0129158	596.04	CHEM PRO LABORATORY INC	Maint/Oper Service Agreements			7/28/2011
12-P0129159	4,320.00	TRI CHEM TECH	Maint/Oper Service Agreements			7/28/2011
12-P0129160	370.00	TAB ANSWER NETWORK	Contracted Services			7/29/2011
12-P0129161	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/29/2011
12-P0129162	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/29/2011
* 12-P0129163	1,823.50	PYRO-COMM SYSTEMS INC	Security Systems & Services			7/29/2011
* 12-P0129164	19,478.52	XEROX CORP	Excess/Copies Usage			7/29/2011
* 12-P0129165	416.70	XEROX CORP	Excess/Copies Usage	SP		7/29/2011
* 12-P0129166	436.31	XEROX CORP	Excess/Copies Usage	SP		7/29/2011
12-P0129167	4,560.00	CONTROL MAINTENANCE & REPAIR INC	Maint/Oper Service Agreements			8/1/2011
12-P0129168	3,604.80	ATLANTIC ELECTRIC CO	Maint/Oper Service Agreements			8/1/2011
12-P0129169	6,314.16	STERIS CORP	Maint Contract - Other Equip			8/3/2011

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.31 (17)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 12-P0129170	189,105.64	XEROX CORP	Lease Agreement - Equipment	SP		8/2/2011
12-P0129171	16,275.00	RF MACDONALD CO	Maint/Oper Service Agreements			8/2/2011
12-P0129172	2,600.00	1885033	Maint/Oper Service Agreements			8/2/2011
12-P0129173	2,070.00	BAY SECURITY COMM	Security Systems & Services			8/2/2011
12-P0129175	13,508.00	FRANKLIN AIR CONDITIONING	Maint/Oper Service Agreements			8/3/2011
12-P0129176	82,000.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agrmt - Facility			8/3/2011
12-P0129177	226,000.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agrmt - Salary			8/3/2011
12-P0129179	2,000.00	OC HUMAN RELATIONS	Instructional Agrmt - Salary			8/3/2011
12-P0129180	25,000.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agrmt - Salary			8/3/2011
12-P0129181	4,200.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agreements	SP		8/3/2011
12-P0129182	84,757.00	CALIF NEVADA TRAINING TRUST	Instructional Agrmt - Salary	SP		8/3/2011
12-P0129183	139,276.00	ORANGE COUNTY ELECTRICAL JOINT	Instructional Agrmt - Salary	SP		8/3/2011
12-P0129184	96,000.00	OPERATING ENGINEERS TRAINING	Instructional Agrmt - Salary	SP		8/3/2011
12-P0129185	49,230.00	SO CALIF SURVEYORS	Instructional Agrmt - Salary	SP		8/3/2011
* 12-P0129186	615.26	XEROX CORP	Excess/Copies Useage	SP		7/22/2011
12-P0129187	1,006,171.00	SOUTHWEST CARPENTERS	Instructional Agrmt - Salary	SP		8/3/2011
12-P0129188	90,000.00	CENTRAL NET OPERATIONS AUTHORITY	Lease Agreement - Facility			8/3/2011
12-P0129189	11,340.00	MOBILE MODULAR	Lease Agreement - Facility			8/4/2011
12-P0129190	37,080.00	MOBILE MODULAR	Lease Agreement - Facility			8/4/2011
* 12-P0129191	3,079.24	XEROX CORP	Excess/Copies Useage			8/4/2011
* 12-P0129192	9,407.48	XEROX CORP	Excess/Copies Useage			8/4/2011
* 12-P0129193	1,073.20	XEROX CORP	Excess/Copies Useage	SP		8/4/2011
* 12-P0129194	1,245.61	XEROX CORP	Excess/Copies Useage			8/4/2011
* 12-P0129195	5,257.45	XEROX CORP	Excess/Copies Useage			8/4/2011
12-P0129196	3,000.00	NORTH NET FIRE TRAINING CTR	Lease Agreement - Facility			8/5/2011
12-P0129197	2,244.60	SIEMENS WATER TECH CORP	Rental-Equipment (Short-term)			8/5/2011
12-P0129327	17,167.00	GREENTREE SYSTEMS INC	Software Support Service			8/4/2011

Grand Total: \$ 7,606,097.89

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 10, 2011 THROUGH AUGUST 6, 2011
BOARD MEETING OF AUGUST 22, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0019619	\$142,598.00	Landscape project of the Chapman entry and roadway lot at Santiago Canyon College (DSA #04-110582)	DO-Facility Planning	This is an adoption of Resolution No. 11-23 Completion of Work originally contracted to Sierra Landscape Co., Inc. Board approved: June 20, 2011
12-P0019620	\$16,573.00	Landscape project of the Santiago Canyon Road entry and parking lot at Santiago Canyon College (DSA #04-110566)	DO-Facility Planning	This is an adoption of Resolution No. 11-23 Completion of Work originally contracted to Sierra Landscape Co., Inc. Board approved: June 20, 2011
12-P0019621	\$89,998.00	Landscape project of the Aquatic/Athletics complex at Santiago Canyon College (DSA #04-109232)	DO-Facility Planning	This is an adoption of Resolution No. 11-23 Completion of Work originally contracted to Sierra Landscape Co., Inc. Board approved: June 20, 2011
12-P0019622	\$389,823.00	Landscape project of the Humanities building at Santiago Canyon College (DSA #04-110212)	DO-Facility Planning	This is an adoption of Resolution No. 11-23 Completion of Work originally contracted to Sierra Landscape Co., Inc. Board approved: June 20, 2011
12-P0019623	\$150,798.00	Landscape project of the Loop Road Extension at Santiago Canyon College (DSA #04-110594)	DO-Facility Planning	This is an adoption of Resolution No. 11-23 Completion of Work originally contracted to Sierra Landscape Co., Inc. Board approved: June 20, 2011
12-P0019701	\$37,500.00	Fall 2011 book vouchers for EOPS students	SCC-EOPS	

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 10, 2011 THROUGH AUGUST 6, 2011
BOARD MEETING OF AUGUST 22, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0019731	\$166,068.00	Student and Athlete insurance premium	DO-Risk Management	To cover annual fees for premium of students participating in college activities
12-P0019733	\$250,000.00	Professional services to include consulting, investigative and research services of various projects that are in DSA for processing	DO-Business Operations/Fiscal Services	Board approved: June 20, 2011
12-P0019746	\$220,000.00	Architectural and planning services for the preparation of the Five Year Construction Plan and other services	DO-Facility Planning	Board approved: June 20, 2011
12-P0019830	\$32,960.00	vSphere enterprise 1CPU and VMEP licenses for Virtual Machine servers throughout the district	DO-ITS	Received Quotations: 1) *Nth Generation Computing, Inc 2) Computerland of Silicon Valley *Successful Bidder
12-P0019920	\$33,362.00	Implementation, installation, configuration and customization of hardware and software related to the disaster recovery plan	DO-ITS	This is part of the District's Strategic Technology Plan that was Board approved February 22, 2011
12-P0019922	\$1,891,828.00	Workers' Compensation insurance premium for 2011-2012 fiscal year	DO-Risk Management	Board approved: September 11, 2006
12-P0129048	\$17,861.83	Final year of a 5-year lease of Xerox copier model 4110CP	SCC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
12-P0129058	\$41,724.77	Second year of a 5-year lease of Xerox copier model D260XC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 10, 2011 THROUGH AUGUST 6, 2011
BOARD MEETING OF AUGUST 22, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0129070	\$25,000.00	Consulting services to provide hazardous waste/ universal waste recycling and removal for all district sites	DO-Environmental Safety	Board approved: June 20, 2011
12-P0129071	\$16,700.00	Monitoring service and corrective maintenance for thirty-five (35) emergency call boxes at district sites	DO-Environmental Safety	
12-P0129080	\$64,271.64	Fourth year of a 5-year contract for custodial services at the District Office for 2011-2012 fiscal year	DO-Support Services	Bid #1079 Board approved: May 27, 2008
12-P0129097	\$29,941.35	Fourth year of a 5-year contract for custodial services at Digital Media Center for 2011-2012 fiscal year	DMC	Bid #1079 Board approved: May 27, 2008
12-P0129123	\$120,204.00	Fourth year of a 5-year contract for landscape maintenance services at Santiago Canyon College for 2011-2012 fiscal year	SCC-Administrative Services	Bid #1084 Board approved: June 30, 2008
12-P0129126	\$69,600.00	Fifth year of a 5-year contract for landscape maintenance services for two (2) soccer fields at Santiago Canyon College for 2011-2012 fiscal year	SCC-Administrative Services	Bid #1047 Board approved: June 25, 2007
12-P0129128	\$33,827.07	Trash pick-up and disposal service for Santa Ana College, OC-Sheriff's Regional Training Academy, Santa Ana Fire/Santa Ana College Training Center and Centennial Education Center	SAC-Maintenance & Operations	Bid #1074 Board approved: April 25, 2011
12-P0129129	\$111,573.00	Annual maintenance renewal for Oracle application specific-ten (10) processors	DO-ITS	Sole Source Board approved: May 12, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 10, 2011 THROUGH AUGUST 6, 2011
BOARD MEETING OF AUGUST 22, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0129151	\$18,513.60	Second year of a 5-year contract for elevator maintenance service at Santa Ana College for 2011-2012 fiscal year	SAC-Maintenance & Operations	Bid #1162 Board approved: September 27, 2010
12-P0129155	\$19,130.00	Second year of a 5-year contract for HVAC maintenance at Santiago Canyon College and Orange Education Center for 2011-2012 fiscal year	SCC-Administrative Services	Bid #1159 Board approved: June 21, 2010
12-P0129156	\$25,564.30	First year of a 5-year lease of Xerox copier model 4112CP	CEC-Duplication Center	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
12-P0129164	\$19,478.52	First year of a 5-year lease of Xerox copier model 4112CP	SAC-Quick Copy Center	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
12-P0129170	\$189,105.64	Fourth year of a 5-year lease of Xerox copier model 6155PMC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
12-P0129171	\$16,275.00	Annual inspection and tune-up of eight (8) boilers throughout Santa Ana College	SAC-Maintenance & Operations	Board approved: June 20, 2011
12-P0129176	\$82,000.00	Continuing education program for inmates in the Orange County jail facilities	OEC	Board approved: May 24, 2010
12-P0129177	\$226,000.00	Vocational education program for inmates in the Orange County jail facilities	OEC	Board approved: May 24, 2010

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 10, 2011 THROUGH AUGUST 6, 2011
BOARD MEETING OF AUGUST 22, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0129180	\$25,000.00	Instructional training for coroner death investigation classes	CJTC	Board approved: July 23, 2007
12-P0129182	\$84,757.00	Vocational education and supplemental instruction for power lineman apprentices	SCC-Career Education	Board approved: June 20, 2011
12-P0129183	\$139,276.00	Vocational education and supplemental instruction for electrician apprentices	SCC-Career Education	Board approved: June 20, 2011
12-P0129184	\$96,000.00	Vocational education and supplemental instruction for operating engineer apprentices	SCC-Career Education	Board approved: June 20, 2011
12-P0129185	\$49,230.00	Vocational education and supplemental instruction for surveyor apprentices	SCC-Career Education	Board approved: June 20, 2011
12-P0129187	\$1,006,171.00	Vocational education and supplemental instruction for carpenter apprentices	SCC-Career Education	Board approved: June 20, 2011
12-P0129188	\$90,000.00	Lease of facilities for Basic Fire Academy operations located at 18301 Gothard, Huntington Beach, CA 92648	SAC-Fire Tech	Board approved: June 30, 2008
12-P0129190	\$37,080.00	Year-to-year lease of portable classrooms located at Santiago Canyon College	DO-Facility Planning	Board approved: June 20, 2011
12-P0129327	\$17,167.00	Annual hosting fee for recruitment and applicant tracking data	DO-Human Resources	Board approved: July 25, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: August 22, 2011
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Career and Technical Education Act (CTEA) Title I-C (District Operation/SAC/SCC) Annual allocation from the Chancellor's Office of federal Carl D. Perkins Career and Education Act of 2006 (Perkins IV) funds to develop and strengthen career and technical education programs at the postsecondary level. (11/12)	7/1/11	\$1,311,927
2. NSF TEST:UP – Year 4 (SAC) Sub-award for the fourth year of a five-year grant to California State University of Fullerton from the National Science Foundation that includes Santa Ana College and Mt. San Antonio College for a collaborative program with the ultimate goal of increasing the number of transfers and graduates in science, technology, engineering and math (STEM) programs. (11/12)	7/13/11	\$138,738
3. Talent Search – Year 3 (SAC) Year three award in a five-year grant from the U.S. Department Of Education to increase retention, graduation, and college-going rates of Santa Ana's 8 th – 12 th grade students. (11/12)	7/14/11	\$320,832
4. UCI Graduate Student/Faculty Internship UCI pays stipends to SAC and SCC faculty to mentor UCI graduate students who are intern faculty at SAC & SCC. (10/11 – 12/13)	9/23/10	\$37,500

RECOMMENDATION

It is recommended that these items be approved and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$1,808,997	Board Date: August 22, 2011
Item Prepared by: Huong Nguyen, Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Dr. Raúl Rodriguez, Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #1800
NAME: CTE IC (VTEA) - Accountability/Evaluations
FISCAL YEAR: 2011/2012**

CONTRACT PERIOD: 07/01/11 to 06/30/12
CONTRACT INCOME: \$47,006
CFDA #: 84.048A

PROJ. ADM. John Didion
PROJ. DIR. Nga Pham

DATE: 5/24/11

Datatel String	Description	Debit	Credit
12-1800-000000-50000-8170	VTEA : District Operations		47,006
12-1800-675000-53340-5210	Conference Expenses : Resea	400	
12-1800-679000-53340-2130	Classified Employees : Rese	31,709	
12-1800-679000-53340-3215	PERS - Non-Instructional :	3,615	
12-1800-679000-53340-3315	OASDHI - Non-Instructional	1,375	
12-1800-679000-53340-3325	Medicare - Non-Instructiona	322	
12-1800-679000-53340-3415	H & W - Non-Instructional :	7,130	
12-1800-679000-53340-3435	H & W - Retiree Fund Non-In	322	
12-1800-679000-53340-3515	SUI - Non-Instructional : R	519	
12-1800-679000-53340-3615	WCI - Non-Instructional : R	774	
12-1800-679000-53340-3915	Other Benefits - Non-Instru	540	
12-1800-679000-53340-4610	Non-Instructional Supplies	300	
12-1800-679000-53340-6411	Equipment - Federal Progs >	-	
Totals for PROJECT: 1800	VTEA/CTE IC-Accountability	47,006	47,006

SPECIAL PROJECT DETAILED BUDGET #1801
NAME: CTE IC (VTEA) - Administration & Partnership Development
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 to 06/30/12
 CONTRACT INCOME: \$57,949
 CFDA #: 84.048A

PROJ. ADM. John Didion
 PROJ. DIR. Sarah Santoyo

DATE: 8/11/11

Datatel String	Description	Debit	Credit
12-1801-000000-50000-8170	VTEA : District Operations		57,949
12-1801-675000-53345-5210	Conference Expenses : Resou	1,000	
12-1801-679000-53345-2130	Classified Employees : Reso	39,421	
12-1801-679000-53345-3215	PERS - Non-Instructional :	4,494	
12-1801-679000-53345-3315	OASDHI - Non-Instructional	2,496	
12-1801-679000-53345-3325	Medicare - Non-Instructiona	584	
12-1801-679000-53345-3415	H & W - Non-Instructional :	6,688	
12-1801-679000-53345-3435	H & W - Retiree Fund Non-In	403	
12-1801-679000-53345-3515	SUI - Non-Instructional : R	648	
12-1801-679000-53345-3615	WCI - Non-Instructional : R	966	
12-1801-679000-53345-3915	Other Benefits - Non-Instru	837	
12-1801-679000-53345-4610	Non-Instructional Supplies	412	
12-1801-679000-53345-6411	Equipment - Federal Progs >	-	
Totals for PROJECT: 1801	VTEA/CTE IC-Adm Partnership	57,949	57,949

SPECIAL PROJECT DETAILED BUDGET # 1802
NAME: CTE IC (VTEA) - Automotive Technology (SAC-0948.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$95,000
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. Glen Hammonds

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1802	000000	10000	8170	VTEA : Santa Ana College		95,000
12	1802	094800	15751	4310	Instructional Supplies : Au	5,000	
12	1802	094800	15751	4710	Food and Food Service Suppl	-	
12	1802	094800	15751	5100	Contracted Services : Autom	-	
12	1802	094800	15751	6411	Equipment - Federal Progs >	90,000	
12	1802	602000	15751	1484	Int/Sum Beynd Contr-Reassig	-	
12	1802	602000	15751	3115	STRS - Non-Instructional :	-	
12	1802	602000	15751	3325	Medicare - Non-Instructiona	-	
12	1802	602000	15751	3435	H & W - Retiree Fund Non-In	-	
12	1802	602000	15751	3515	SUI - Non-Instructional : A	-	
12	1802	602000	15751	3615	WCI - Non-Instructional : A	-	
Totals for PROJECT:				1802	CTE IC-C/I Auto Tech (0948.00)	95,000	95,000

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET # 1803
NAME: CTE IC (VTEA) - Office Tech/Office Computer Application (SAC-0514.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$6,050
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Carol Lehrer

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1803	000000	10000	8170	VTEA : Santa Ana College		6,050
12	1803	051400	15120	1480	Part-Time Reassigned Time :	905	
12	1803	051400	15120	3325	Medicare - Non-Instructiona	13	
12	1803	051400	15120	3335	PARS - Non-Instructional	86	
12	1803	051400	15120	3435	H & W - Retiree Fund Non-In	9	
12	1803	051400	15120	3515	SUI - Non-Instructional : B	15	
12	1803	051400	15120	3615	WCI - Non-Instructional : B	22	
12	1803	051400	15120	5950	Software License and Fees	2,500	
12	1803	051400	15120	6411	Equipment - Federal Progs >200	2,500	
Totals for PROJECT:				1803	CTE-IC-C/I Office Tech/ Office Computer Application (0514.00)	6,050	6,050

SPECIAL PROJECT DETAILED BUDGET # 1804
NAME: CTE IC (VTEA) - Computer Information System (SAC-0702.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$72,000
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Bruce Nichols

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1804	000000	10000	8170	VTEA : Santa Ana College		72,000
12	1804	070200	15135	1480	Part-Time Reassigned Time :	-	
12	1804	070200	15135	3325	Medicare - Non-Instructiona	-	
12	1804	070200	15135	3435	H & W - Retiree Fund Non-In	-	
12	1804	070200	15135	3515	SUI - Non-Instructional : C	-	
12	1804	070200	15135	3615	WCI - Non-Instructional : C	-	
12	1804	070200	15135	4310	Instructional Supplies : Co	-	
12	1804	070200	15135	5940	Reproduction/Printing Expen	-	
12	1804	070200	15135	6411	Equipment - Federal Progs >	72,000	
Totals for PROJECT:				1804	CTE IC-C/I Comp Info System (0702.00)	72,000	72,000

SPECIAL PROJECT DETAILED BUDGET # 1805
NAME: CTE IC (VTEA) - Digital Media (SAC-0614.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$40,000
 CFDA #: 84.048A

PROJ. ADM. Sylvia Turner
 PROJ. DIR. Sylvia Turner

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1805	000000	10000	8170	VTEA : Santa Ana College		40,000
12	1805	061400	15505	4310	Instructional Supplies	-	
12	1805	061400	15505	4320	Instructional Software	-	
12	1805	061400	15505	5100	Contracted Services	1,000	
12	1805	061400	15505	5950	Software License and Fees :	-	
12	1805	061400	15505	6411	Equipment - Federal Progs	39,000	
12	1805	061400	15505	6414	Equipment - Software > \$1,000		
12	1805	061440	15513	5950	Software License and Fees :	-	
12	1805	061440	15513	6411	Equipment - Federal Progs >	-	
Totals for PROJECT:				1805	CTE IC-C/I Digital Media (0614.00)	40,000	40,000

SPECIAL PROJECT DETAILED BUDGET # 1808
NAME: CTE IC (VTEA) - Gemology (SCC-0599.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$4,000
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1808	000000	20000	8170	VTEA : Santiago Canyon Coll		4,000
12	1808	059900	25225	1480	Part-Time Reassigned Time :	2,000	
12	1808	059900	25225	3115	STRS - Non-Instructional :	151	
12	1808	059900	25225	3325	Medicare - Non-Instructiona	29	
12	1808	059900	25225	3435	H & W - Retiree Fund Non-In	20	
12	1808	059900	25225	3515	SUI - Non-Instructional : G	32	
12	1808	059900	25225	3615	WCI - Non-Instructional : G	48	
12	1808	059900	25225	4310	Instructional Supplies : Ge	1,720	
12	1808	059900	25225	6411	Equipment - Federal Progs >	-	
Totals for PROJECT : 1808					CTE IC-C/I Gemology (0599.00)	4,000	4,000

SPECIAL PROJECT DETAILED BUDGET # 1809
NAME: CTE IC (VTEA) - Manufacturing and Industrial Tech (SAC-0956.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$127,000
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. Dietrich Kanzler & Nick Singh

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1809	000000	10000	8170	VTEA : Santa Ana College		127,000
12	1809	095600	15755	4310	Instructional Supplies : Ma	-	
12	1809	095600	15755	5100	Contracted Services : Manuf	-	
12	1809	095600	15755	5660	Software Support Service :	-	
12	1809	095600	15755	5950	Software License and Fees :	-	
12	1809	095600	15755	6411	Equipment - Federal Progs > - Conventional Engine Lathe (\$30,500) - Updating CNC Milling Machines (\$96,500)	127,000	
Totals for PROJECT:				1809	CTE IC - Man. & Industrial Tech (0956.00)	127,000	127,000

SPECIAL PROJECT DETAILED BUDGET # 1810
NAME: CTE IC (VTEA) - Registered Nursing (SAC-1230.10)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$51,000
 CFDA #: 84.048A

PROJ. ADM. Becky Miller
 PROJ. DIR. Mary Steckler

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1810	000000	10000	8170	VTEA : Santa Ana College		51,000
12	1810	123010	16640	4310	Instructional Supplies : Nu	2,000	
12	1810	123010	16640	6411	Equipment - Federal Progs >	49,000	
Totals for PROJECT:				1810	CTE IC-C/I Registered Nursing (1230.10)	51,000	51,000

SPECIAL PROJECT DETAILED BUDGET # 1813
NAME: CTE IC (VTEA) - Public Works (SCC-2102.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$6,000
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1813	000000	20000	8170	VTEA : Santiago Canyon Coll		6,000
12	1813	210200	25235	1480	Part-Time Reassigned Time :	4,000	
12	1813	210200	25235	1485	Int/Sum - Reassigned Time,	1,200	
12	1813	210200	25235	3115	STRS - Non-Instructional :	429	
12	1813	210200	25235	3325	Medicare - Non-Instructiona	75	
12	1813	210200	25235	3335	PARS - Non-Instructional :	35	
12	1813	210200	25235	3435	H & W - Retiree Fund Non-In	52	
12	1813	210200	25235	3515	SUI - Non-Instructional : P	84	
12	1813	210200	25235	3615	WCI - Non-Instructional : P	125	
Totals for PROJECT				: 1813	CTE IC-C/I Public Works (2102.00)	6,000	6,000

SPECIAL PROJECT DETAILED BUDGET # 1814
NAME: CTE IC (VTEA) - SCC Support Services - Across All CTE Programs
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$142,254
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1814	000000	20000	8170	VTEA : Santiago Canyon Coll		142,254
12	1814	601000	25205	4610	Non-Instructional Supplies	2,525	
12	1814	619000	25054	1480	Part-Time Reassigned Time - Distance Education (new acct)	7,800	
12	1814	619000	25054	3115	STRS - Non-Instructional	1,478	
12	1814	619000	25054	3325	Medicare - Non-Instructiona	113	
12	1814	619000	25054	3435	H & W - Retiree Fund Non-In	78	
12	1814	619000	25054	3515	SUI - Non-Instructional : D	126	
12	1814	619000	25054	3615	WCI - Non-Instructional : D	187	
12	1814	619000	25205	4310	Instructional Supplies : Ca	2,000	-
12	1814	619000	25205	5610	Lease Agreement - Equipment	6,500	-
12	1814	619000	25205	6411	Equipment - Federal Progs >200	53,979	
12	1814	631000	29325	1433	Beyond Contract - Counselor	14,200	
12	1814	631000	29325	3115	STRS - Non-Instructional :	1,171	
12	1814	631000	29325	3325	Medicare - Non-Instructiona	206	
12	1814	631000	29325	3435	H & W - Retiree Fund Non-In	142	
12	1814	631000	29325	3515	SUI - Non-Instructional : C	229	
12	1814	631000	29325	3615	WCI - Non-Instructional : C	341	
12	1814	632000	25205	5800	Advertising : Career Educat	1,000	
12	1814	632000	25205	5915	Packaging/Mail Prep/Process	10,000	
12	1814	632000	25205	5940	Reproduction/Printing Expen	1,450	
12	1814	634000	25205	2130	Classified Employees : Care	10,000	
12	1814	634000	25205	3215	PERS - Non-Instructional :	1,403	
12	1814	634000	25205	3315	OASDHI - Non-Instructional	817	
12	1814	634000	25205	3325	Medicare - Non-Instructiona	191	
12	1814	634000	25205	3415	H & W - Non-Instructional :	1,520	
12	1814	634000	25205	3435	H & W - Retiree Fund Non-In	132	
12	1814	634000	25205	3515	SUI - Non-Instructional : C	212	
12	1814	634000	25205	3615	WCI - Non-Instructional : C	316	
12	1814	634000	25205	3915	Other Benefits - Non-Instru	338	
12	1814	675000	25205	4610	Non-Instructional Supplies	3,000	
12	1814	675000	25205	4710	Food and Food Service Suppl	1,000	
12	1814	675000	25205	5100	Contracted Services : Caree	6,300	
12	1814	675000	25205	5210	Conference Expenses : Caree	12,500	
12	1814	675000	25205	5220	Mileage/Parking Expenses :	1,000	
		Totals for PROJECT	: 1814	CTE IC-C/I Support		142,254	142,254

6.1 (13)

SPECIAL PROJECT DETAILED BUDGET # 1815
NAME: CTE IC (VTEA) - Surveying & Mapping (SCC-0957.30)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$22,480
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1815	000000	20000	8170	VTEA : Santiago Canyon Coll		22,480
12	1815	095730	25245	1480	Part-Time Reassigned Time :	6,000	
12	1815	095730	25245	2340	Student Assistants - Hourly	-	
12	1815	095730	25245	2420	Inst Assistant - Hourly : S	7,000	
12	1815	095730	25245	3115	STRS - Non-Instructional :	548	
12	1815	095730	25245	3321	Medicare - Instructional :	102	
12	1815	095730	25245	3325	Medicare - Non-Instructiona	87	
12	1815	095730	25245	3331	PARS - Instructional : Surv	91	
12	1815	095730	25245	3431	H & W - Retiree Fund Inst :	70	
12	1815	095730	25245	3435	H & W - Retiree Fund Non-In	60	
12	1815	095730	25245	3511	SUI - Instructional : Surve	113	
12	1815	095730	25245	3515	SUI - Non-Instructional : S	97	
12	1815	095730	25245	3611	WCI - Instructional : Surve	168	
12	1815	095730	25245	3615	WCI - Non-Instructional : S	144	
12	1815	095730	25245	4310	Instructional Supplies : Su	2,000	
12	1815	095730	25245	5950	Software License and Fees :	5,000	
12	1815	095730	25245	6411	Equipment - Federal Progs >	1,000	
Totals for PROJECT : 1815 CTE IC-C/I Surveying (0957.30)						22,480	22,480

SPECIAL PROJECT DETAILED BUDGET # 1817
NAME: CTE IC (VTEA) - Radio & Television (SCC-0604.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$1,400
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1817	000000	20000	8170	VTEA : Santiago Canyon Coll		1,400
12	1817	060400	25250	4310	Instructional Supplies : TV/Video	400	
12	1817	060400	25250	6411	Equipment - Federal Progs >	1,000	
Totals for PROJECT : 1817					CTE IC-C/I TV & Video (0604.00)	1,400	1,400

SPECIAL PROJECT DETAILED BUDGET # 1818
NAME: CTE IC (VTEA) - Water Utility Science (SCC-0958.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$6,000
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1818	000000	20000	8170	VTEA : Santiago Canyon Coll		6,000
12	1818	095800	25260	1480	Part-Time Reassigned Time :	2,590	
12	1818	095800	25260	3115	STRS - Non-Instructional :	53	
12	1818	095800	25260	3325	Medicare - Non-Instructiona	38	
12	1818	095800	25260	3335	PARS - Non-Instructional	34	
12	1818	095800	25260	3435	H & W - Retiree Fund Non-In	26	
12	1818	095800	25260	3515	SUI - Non-Instructional : W	42	
12	1818	095800	25260	3615	WCI - Non-Instructional : W	62	
12	1818	095800	25260	6411	Equipment - Federal Progs >	1,000	
12	1818	602000	25260	1480	Part-Time Reassigned Time :	2,000	
12	1818	602000	25260	3325	Medicare - Non-Instructiona	29	
12	1818	602000	25260	3335	PARS - Non-Instructional	26	
12	1818	602000	25260	3435	H & W - Retiree Fund Non-In	20	
12	1818	602000	25260	3515	SUI - Non-Instructional : W	32	
12	1818	602000	25260	3615	WCI - Non-Instructional : W	48	
Totals for PROJECT : 1818					CTE IC-C/I Water Utility Science (0958.00)	6,000	6,000

SPECIAL PROJECT DETAILED BUDGET # 1821
NAME: CTE IC (VTEA) - Child Development (SCC-1305.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$2,400
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1821	000000	20000	8170	VTEA : Santiago Canyon Coll		2,400
12	1821	130500	25230	4310	Instructional Supplies : Hu	-	
12	1821	602000	25230	1483	Beyond Contr - Reassigned T	2,100	
12	1821	602000	25230	3115	STRS - Non-Instructional :	165	
12	1821	602000	25230	3325	Medicare - Non-Instructiona	30	
12	1821	602000	25230	3435	H & W - Retiree Fund Non-In	21	
12	1821	602000	25230	3515	SUI - Non-Instructional : H	34	
12	1821	602000	25230	3615	WCI - Non-Instructional : H	50	
Totals for PROJECT				: 1821	CTE IC-Human/Child Development (1305.00)	2,400	2,400

SPECIAL PROJECT DETAILED BUDGET # 1824

NAME: CTE IC (VTEA) - Professional Development - Across All CTE Programs (SAC)

FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12

PROJ. ADM. Bart Hoffman

CONTRACT INCOME: \$50,923

PROJ. DIR. Bart Hoffman

CFDA #: 84.048A

Date:8/8/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1824	000000	10000	8170	VTEA : Santa Ana College		50,923
12	1824	675000	15205	4610	Non-Instructional Supplies	2,000	
12	1824	675000	15205	5210	Conference Expenses : Caree	48,923	
Totals for PROJECT:				1824	CTE IC-Prof. Dev. (Across CTE Programs)	50,923	50,923

SPECIAL PROJECT DETAILED BUDGET # 1825
NAME: CTE IC (VTEA) - Deaf & Hard of Hearing - Across All CTE Programs (SAC)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$32,000
 CFDA #: 84.048A

PROJ. ADM. Elyse Chaplin
 PROJ. DIR. Monica Collins

Date:8/11/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1825	000000	10000	8170	VTEA : Santa Ana College		32,000
12	1825	642000	19523	1454	Int/Sum Beyond Contr-Coordi	5,000	
12	1825	642000	19523	3215	PERS - Non-Instructional :	570	
12	1825	642000	19523	3315	OASDHI - Non-Instructional	310	
12	1825	642000	19523	3325	Medicare - Non-Instructiona	73	
12	1825	642000	19523	3435	H & W - Retiree Fund Non-In	50	
12	1825	642000	19523	3515	SUI - Non-Instructional : D	81	
12	1825	642000	19523	3615	WCI - Non-Instructional : D	120	
12	1825	649000	19523	2320	Classified Employees - Hour	22,000	
12	1825	649000	19523	3215	PERS - Non-Instructional	2,089	
12	1825	649000	19523	3315	OASDHI - Non-Instructional	-	
12	1825	649000	19523	3325	Medicare - Non-Instructiona	319	
12	1825	649000	19523	3335	PARS - Non-Instructional :	286	
12	1825	649000	19523	3435	H & W - Retiree Fund Non-In	220	
12	1825	649000	19523	3515	SUI - Non-Instructional : D	354	
12	1825	649000	19523	3615	WCI - Non-Instructional : D	528	
12	1825	649000	19523	4610	Non-Instructional Supplies	-	
Totals for PROJECT:				1825	CTE IC- Deaf/Hard of Hearing	32,000	32,000

SPECIAL PROJECT DETAILED BUDGET # 1829
NAME: CTE IC (VTEA) - Accounting (SAC-0502.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$6,500
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Earl Mitchel/Jinhee Trone

Date:8/11/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1829	000000	10000	8170	VTEA : Santa Ana College		6,500
					Equipment - Federal Progs >		
12	1829	050200	15115	6411	- Enhanced Tech Learning Systems (E.Mitchel)	2,500	
12	1829	602000	15115	1484	Int/Sum Beynd Contr-Reassigned : Accounting	3,450	
12	1829	602000	15115	3115	STRS - Non-Instructional : Accounting	326	
12	1829	602000	15115	3325	Medicare - Non-Instructional : Accounting	50	
12	1829	602000	15115	3435	H & W - Retiree Fund Non-Inst : Accounting	35	
12	1829	602000	15115	3515	SUI - Non-Instructional : Accounting	56	
12	1829	602000	15115	3615	WCI - Non-Instructional : Accounting	83	
Totals for PROJECT:				1829	CTE IC-Accounting (0502.00)	6,500	6,500

SPECIAL PROJECT DETAILED BUDGET # 1829
NAME: CTE IC (VTEA) - Accounting (SCC-0502.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$12,000
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1829	000000	20000	8170	VTEA : Santiago Canyon Coll		12,000
12	1829	050200	25121	2340	Student Assistants - Hourly	8,500	
12	1829	050200	25121	3435	H & W - Retiree Fund Non-In	85	
12	1829	050200	25121	3615	WCI - Non-Instructional : A	204	
12	1829	050200	25121	4310	Instructional Supplies	567	
12	1829	050200	25121	6411	Equipment - Federal Progs >	1,000	
12	1829	602000	25121	1483	Beyond Contr - Reassigned Time	1,200	
12	1829	602000	25121	3115	STRS - Non-Instructional	365	
12	1829	602000	25121	3325	Medicare - Non-Instructiona	18	
12	1829	602000	25121	3435	H & W - Retiree Fund Non-In	12	
12	1829	602000	25121	3515	SUI - Non-Instructional : A	20	
12	1829	602000	25121	3615	WCI - Non-Instructional : A	29	
Totals for PROJECT : 1829					CTE IC-Accounting (0502.00)	12,000	12,000

SPECIAL PROJECT DETAILED BUDGET # 1830
NAME: CTE IC (VTEA) - Drafting Technology (SAC-0953.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$79,500
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Craig Takahashi

Date:8/11/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1830	000000	10000	8170	VTEA : Santa Ana College		79,500
12	1830	095300	15145	4310	Instructional Supplies : Dr	1,000	
12	1830	095300	15145	6411	Equipment - Federal Progs >	78,500	
Totals for PROJECT:				1830	CTE IC-Engr/Drafting Tech (0953.00)	79,500	79,500

SPECIAL PROJECT DETAILED BUDGET # 1833
NAME: CTE IC (VTEA) - Information Technology (SCC-0701.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$12,500
 CFDA #: 84.048A

PROJ. ADM. Mary Halvorson (interim)
 PROJ. DIR. Mary Halvorson (interim)

Date:8/5/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1833	000000	20000	8170	VTEA : Santiago Canyon Coll		12,500
12	1833	070100	25124	1313	Beyond Contract-Instructors	3,000	
12	1833	070100	25124	3111	STRS - Instructional : Comp	248	
12	1833	070100	25124	3321	Medicare - Instructional :	44	
12	1833	070100	25124	3431	H & W - Retiree Fund Inst :	30	
12	1833	070100	25124	3511	SUI - Instructional : Compu	49	
12	1833	070100	25124	3611	WCI - Instructional : Compu	72	
12	1833	070100	25124	6411	Equipment - Federal Progs >	5,000	
12	1833	602000	25124	1480	Part-Time Reassigned Time :	3,500	
12	1833	602000	25124	3115	STRS - Non-Instructional :	331	
12	1833	602000	25124	3325	Medicare - Non-Instructiona	51	
12	1833	602000	25124	3435	H & W - Retiree Fund Non-In	35	
12	1833	602000	25124	3515	SUI - Non-Instructional : C	56	
12	1833	602000	25124	3615	WCI - Non-Instructional : C	84	
Totals for PROJECT : 1833 CTE IC-Information						12,500	12,500

SPECIAL PROJECT DETAILED BUDGET # 1839
NAME: CTE IC (VTEA) - Welding Technology (SAC-0956.50)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$80,000
 CFDA #: 84.048A

PROJ. ADM. Bart Hoffman
 PROJ. DIR. George Moreno

Date:8/11/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1839	000000	10000	8170	VTEA : Santa Ana College		80,000
12	1839	095650	15756	4310	Instructional Supplies : We	-	
12	1839	095650	15756	5100	Contracted Services : Weldi	-	
12	1839	095650	15756	6411	Equipment - Federal Progs >	80,000	
	Totals for PROJECT:			1839	CTE IC-Welding Tech (0956.50)	80,000	80,000

SPECIAL PROJECT DETAILED BUDGET # 1841
NAME: CTE IC (VTEA) - Desktop Publishing (SAC-0614.50)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$45,000
 CFDA #: 84.048A

PROJ. ADM. Allen Dooley
 PROJ. DIR. Dena Montiel

Date:8/11/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	1841	000000	10000	8170	VTEA : Santa Ana College		45,000
12	1841	061450	15120	6411	Equipment - Federal Progs >	45,000	
Totals for PROJECT:				1841	CTE IC - Desktop Publishing (0614.50)	45,000	45,000

SPECIAL PROJECT DETAILED BUDGET # 18xx
NAME: CTE IC (VTEA) - Commercial Music (SAC-1005.00)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 to 6/30/12
 CONTRACT INCOME: \$4,622
 CFDA #: 84.048A

PROJ. ADM. Sylvia Turner
 PROJ. DIR. Brian Kehlenbach

Date:8/11/11

Fd	Proj	Tops	Dept	Obj	Description	Debit	Credit
12	18xx	000000	10000	8170	VTEA : Santa Ana College		4,622
12	18xx	100500	15535	4310	Instructional Supplies	-	
12	18xx	100500	15535	4320	Instructional Software	4,622	
12	18xx	100500	15535	5950	Software License and Fees :	-	
12	18xx	100500	15535	6410	Equipment - All Other > \$1,	-	
12	18xx	100500	15535	6411	Equipment - Federal Progs >	-	
Totals for PROJECT:				18xx	CTE IC - Commercial Music (#1005.00)	4,622	4,622

SPECIAL PROJECT DETAILED BUDGET: #1603

NAME: NSF - TEST:UP - Yr. 4

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 07/01/11 - 06/30/12
 CONTRACT INCOME: \$17,161 (carryover from 10/11)
\$138,738 - Year 4 Allocation

PROJ. ADM. Carol Comeau
 PROJ. DIR. Carol Comeau

\$155,899 - TOTAL

CFDA #: 47.076 ; Award # DUE-0757113
 (subaward # S-4388-SAC)

Date: 8/11/11

FD	PROJ	TOPS	DEPT	OBJ	Description	Debit	Credit
12	1603	000000	10000	8199	Other Federal Revenues : Sa		110,949
12	1603	000000	50000	8199	Other Federal Revenues : Di		27,789
12	1603	000009	10000	8199	Other Federal Revenues : Sa		15,891
12	1603	000009	50000	8199	Other Federal Revenues : Di		1,270
12	1603	170100	16201	1483	Beyond Contr - Reassigned T	3,772	
12	1603	170100	16201	3115	STRS - Non-Instructional :	311	
12	1603	170100	16201	3325	Medicare - Non-Instructiona	55	
12	1603	170100	16201	3435	H & W - Retiree Fund Non-In	38	
12	1603	170100	16201	3515	SUI - Non-Instructional : M	61	
12	1603	170100	16201	3615	WCI - Non-Instructional : M	91	
12	1603	611000	16410	1480	Part-Time Reassigned Time :	9,185	
12	1603	611000	16410	3325	Medicare - Non-Instructiona	133	
12	1603	611000	16410	3335	PARS - Non-Instructional :	120	
12	1603	611000	16410	3435	H & W - Retiree Fund Non-In	92	
12	1603	611000	16410	3515	SUI - Non-Instructional : B	148	
12	1603	611000	16410	3615	WCI - Non-Instructional : B	225	
12	1603	611000	16410	4320	Instructional Software : Bi	4,528	
12	1603	611000	16410	6411	Equipment - Federal Progs >	2,900	
12	1603	631000	15310	1430	Part-Time Counselors (6 LHE/sem)	10,472	
12	1603	631000	15310	3115	STRS - Non-Instructional :	864	
12	1603	631000	15310	3325	Medicare - Non-Instructiona	152	
12	1603	631000	15310	3435	H & W - Retiree Fund Non-In	105	
12	1603	631000	15310	3515	SUI - Non-Instructional : C	169	
12	1603	631000	15310	3615	WCI - Non-Instructional : C	251	
12	1603	672000	50000	5865	Indirect Costs : District O	29,059	
12	1603	675000	16410	5210	Conference Expenses : Biolo	7,455	
12	1603	732000	16410	7620	Fees Paid for Students : Bi	485	
12	1603	732000	16410	7670	Other Exp Paid for Students	7,500	
12	1603	040100	16410	2420	Inst Assistant - Hourly : B	39,227	
12	1603	040100	16410	3211	PERS - Instructional : Biol	430	
12	1603	040100	16410	3311	OASDHI - Instructional : Bi	243	
12	1603	040100	16410	3321	Medicare - Instructional :	569	
12	1603	040100	16410	3331	PARS - Instructional : Biol	459	
12	1603	040100	16410	3431	H & W - Retiree Fund Inst :	392	
12	1603	040100	16410	3511	SUI - Instructional : Biolo	632	
12	1603	040100	16410	3611	WCI - Instructional : Biolo	942	

SPECIAL PROJECT DETAILED BUDGET: #1603

NAME: NSF - TEST:UP - Yr. 4

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 07/01/11 - 06/30/12
 CONTRACT INCOME: \$17,161 (carryover from 10/11)
\$138,738 - Year 4 Allocation

PROJ. ADM. Carol Comeau
 PROJ. DIR. Carol Comeau

\$155,899 - TOTAL

CFDA #: 47.076 ; Award # DUE-0757113
 (subaward # S-4388-SAC)

Date: 8/11/11

FD	PROJ	TOPS	DEPT	OBJ	Description	Debit	Credit
12	1603	040100	16410	1483	Beyond Contr - Reassigned T - \$7,689 for advisors/wkshp - J. Lopez & M.K. Takahashi	19,330	
12	1603	040100	16410	2320	Classified Employees - Hourly - Learning Resource Specialist for website	2,515	
12	1603	040100	16410	3115	STRS - Non-Instructional :	1,595	
12	1603	040100	16410	3325	Medicare - Non-Instructiona	317	
12	1603	040100	16410	3335	PARS - Non-Instructional	208	
12	1603	040100	16410	3435	H & W - Retiree Fund Non-In	193	
12	1603	040100	16410	3515	SUI - Non-Instructional : B	352	
12	1603	040100	16410	3615	WCI - Non-Instructional : B	524	
12	1603	040100	16410	4310	Instructional Supplies : Bi	1,000	
12	1603	040100	16410	4610	Non-Instructional Supplies	2,800	
12	1603	040100	16410	4710	Food and Food Service Suppl	500	
12	1603	040100	16410	5905	Other Participant Travel Exp	4,200	
12	1603	040100	16410	5940	Reproduction/Printing Expen	1,300	
					NSF - TEST:UP	155,899	155,899

SPECIAL PROJECT DETAILED BUDGET # 1697

NAME: Talent Search - Year 3

FISCAL YEAR: 2011/12 & 2012/13

CONTRACT PERIOD: 9/1/11 to 8/31/12

PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$320,832

PROJ. DIR. Marco Ramirez

CFDA #: 84.044A; Award # P044A090630

Date: 8/11/11

GL Account	Description	Debit	Credit
12-1697-000000-50000-8120	Higher Education Act : District Operations		23,765
12-1697-672000-50000-5865	Indirect Costs : District Operations	23,765	
12-1697-000000-10000-8120	Higher Education Act : Santa Ana College		297,067
12-1697-649000-19565-1250	Contract Coordinator : Talent Search	84,954	
12-1697-649000-19565-1252	Contract Extension-Coordinator : Talent Search	12,743	
12-1697-649000-19565-2130	Classified Employees : Talent Search	64,129	
12-1697-649000-19565-2310	Classified Employees - Ongoing : Talent Search	15,786	
12-1697-649000-19565-2320	Classified Employees - Hourly : Talent Search	32,748	
12-1697-649000-19565-3115	STRS - Non-Instructional : Talent Search	8,163	
12-1697-649000-19565-3215	PERS - Non-Instructional : Talent Search	10,299	
12-1697-649000-19565-3315	OASDHI - Non-Instructional : Talent Search	5,928	
12-1697-649000-19565-3325	Medicare - Non-Instructional : Talent Search	3,088	
12-1697-649000-19565-3335	PARS - Non-Instructional : Talent Search	239	
12-1697-649000-19565-3415	H & W - Non-Instructional : Talent Search	39,457	
12-1697-649000-19565-3435	H & W - Retiree Fund Non-Inst : Talent Search	2,130	
12-1697-649000-19565-3515	SUI - Non-Instructional : Talent Search	3,429	
12-1697-649000-19565-3615	WCI - Non-Instructional : Talent Search	5,111	
12-1697-649000-19565-3915	Other Benefits - Non-Instruct : Talent Search	2,600	
12-1697-649000-19565-4610	Non-Instructional Supplies : Talent Search	2,400	
12-1697-649000-19565-4710	Food and Food Service Supplies : Talent Search	100	
12-1697-649000-19565-5630	Maint Contract - Office Equip : Talent Search	240	
12-1697-649000-19565-5845	Excess/copies usage	100	
12-1697-649000-19565-6411	Equipment - Federal Progs >200 : Talent Search	213	
12-1697-675000-19565-5210	Conference Expenses : Talent Search	2,010	
12-1697-732000-19565-7670	Other Exp Paid for Students : Talent Search	1,200	
	TOTAL - Talent Search - Year 3	320,832	320,832

SPECIAL PROJECT DETAILED BUDGET #3440
NAME: UCI - Graduate Student/Faculty Internship
FISCAL YEAR: 2010/2011, 2011/12 and 2012/13

CONTRACT PERIOD: 7/22/10 to 06/30/13
 CONTRACT INCOME: \$37,500
 CFDA #: NA

PROJ. ADM. Sharon Whelan
 PROJ. DIR. Sharon Whelan

DATE: 8/12/11

GL Account	Description	Debit	Credit
12-3440-000000-10000-8891	Other Local Rev - Special Proj : Santa Ana College		37,500
12-3440-675000-15717-1484	Int/Sum Beynd Contr-Reassigned : Hum. Dev.	3,000	
12-3440-675000-15717-3115	STRS - Non-Instructional : Hum. Dev.	247	
12-3440-675000-15717-3325	Medicare - Non-Instructional : Hum. Dev.	43	
12-3440-675000-15717-3435	H & W - Retiree Fund Non-Inst : Hum. Dev.	30	
12-3440-675000-15717-3515	SUI - Non-Instructional : Hum. Dev.	48	
12-3440-675000-15717-3615	WCI - Non-Instructional : Hum. Dev.	72	
12-3440-675000-15535-1483	Beyond Contr - Reassigned Time : Music	3,000	
12-3440-675000-15535-3115	STRS - Non-Instructional : Music	247	
12-3440-675000-15535-3325	Medicare - Non-Instructional : Music	43	
12-3440-675000-15535-3435	H & W - Retiree Fund Non-Inst : Music	30	
12-3440-675000-15535-3515	SUI - Non-Instructional : Music	48	
12-3440-675000-15535-3615	WCI - Non-Instructional : Music	72	
12-3440-675000-15655-1483	Beyond Contr - Reassigned Time : History	3,000	
12-3440-675000-15655-3115	STRS - Non-Instructional : History	247	
12-3440-675000-15655-3325	Medicare - Non-Instructional : History	43	
12-3440-675000-15655-3435	H & W - Retiree Fund Non-Inst : History	30	
12-3440-675000-15655-3515	SUI - Non-Instructional : History	48	
12-3440-675000-15655-3615	WCI - Non-Instructional : History	72	
12-3440-675000-15610-1484	Int/Sum Beynd Contr-Reassigned : Anthropology	3,000	
12-3440-675000-15610-3115	STRS - Non-Instructional : Anthropology	247	
12-3440-675000-15610-3325	Medicare - Non-Instructional : Anthropology	43	
12-3440-675000-15610-3435	H & W - Retiree Fund Non-Inst : Anthropology	30	
12-3440-675000-15610-3515	SUI - Non-Instructional : Anthropology	48	
12-3440-675000-15610-3615	WCI - Non-Instructional : Anthropology	72	
12-3440-675000-15670-1483	Beyond Contr - Reassigned Time : Psychology	3,000	
12-3440-675000-15670-3115	STRS - Non-Instructional : Psychology	247	
12-3440-675000-15670-3325	Medicare - Non-Instructional : Psychology	43	
12-3440-675000-15670-3435	H & W - Retiree Fund Non-Inst : Psychology	30	
12-3440-675000-15670-3515	SUI - Non-Instructional : Psychology	48	
12-3440-675000-15670-3615	WCI - Non-Instructional : Psychology	72	
12-3440-675000-15685-1480	Part-Time Reassigned Time : Sociology	1,000	
12-3440-675000-15685-3115	STRS - Non-Instructional : Sociology	82	
12-3440-675000-15685-3325	Medicare - Non-Instructional : Sociology	14	
12-3440-675000-15685-3435	H & W - Retiree Fund Non-Inst : Sociology	10	
12-3440-675000-15685-3515	SUI - Non-Instructional : Sociology	16	

6.1 (35)

SPECIAL PROJECT DETAILED BUDGET #3440
NAME: UCI - Graduate Student/Faculty Internship
FISCAL YEAR: 2010/2011, 2011/12 and 2012/13

CONTRACT PERIOD: 7/22/10 to 06/30/13
 CONTRACT INCOME: \$37,500
 CFDA #: NA

PROJ. ADM. Sharon Whelan
 PROJ. DIR. Sharon Whelan

DATE: 8/12/11

GL Account	Description	Debit	Credit
12-3440-675000-15685-3615	WCI - Non-Instructional : Sociology	24	
12-3440-675000-15690-1483	Beyond Contr - Reassigned Time : Women's Studies	3,000	
12-3440-675000-15690-3115	STRS - Non-Instructional : Women's Studies	247	
12-3440-675000-15690-3325	Medicare - Non-Instructional : Women's Studies	43	
12-3440-675000-15690-3435	H & W - Retiree Fund Non-Inst : Women's Studies	30	
12-3440-675000-15690-3515	SUI - Non-Instructional : Women's Studies	48	
12-3440-675000-15690-3615	WCI - Non-Instructional : Women's Studies	72	
12-3440-675000-16201-1484	Int/Sum Beynd Contr-Reassigned : Mathematics	4,500	
12-3440-675000-16201-3115	STRS - Non-Instructional : Mathematics	601	
12-3440-675000-16201-3325	Medicare - Non-Instructional : Mathematics	65	
12-3440-675000-16201-3435	H & W - Retiree Fund Non-Inst : Mathematics	45	
12-3440-675000-16201-3515	SUI - Non-Instructional : Mathematics	72	
12-3440-675000-16201-3615	WCI - Non-Instructional : Mathematics	108	
12-3440-675000-16410-1484	Int/Sum Beynd Contr-Reassigned : Biology	6,000	
12-3440-675000-16410-3115	STRS - Non-Instructional : Biology	495	
12-3440-675000-16410-3325	Medicare - Non-Instructional : Biology	87	
12-3440-675000-16410-3435	H & W - Retiree Fund Non-Inst : Biology	60	
12-3440-675000-16410-3515	SUI - Non-Instructional : Biology	97	
12-3440-675000-16410-3615	WCI - Non-Instructional : Biology	144	
12-3440-675000-16420-1483	Beyond Contr - Reassigned Time : Chemistry	3,000	
12-3440-675000-16420-3115	STRS - Non-Instructional : Chemistry	247	
12-3440-675000-16420-3325	Medicare - Non-Instructional : Chemistry	43	
12-3440-675000-16420-3435	H & W - Retiree Fund Non-Inst : Chemistry	30	
12-3440-675000-16420-3515	SUI - Non-Instructional : Chemistry	48	
12-3440-675000-16420-3615	WCI - Non-Instructional : Chemistry	72	
Totals for PROJECT : 3440	Grad Student/Faculty Internship	37,500	37,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: August 22, 2011
Re: First Reading of Revised Board Policies	
Action: Information	

BACKGROUND

The Board Policy Committee met on August 15, 2011 and is recommending the adoption of revisions to three policies.

ANALYSIS

The policies are:

BP 9003 (revised) – Membership

BP 9004 (revised) – Trustee Areas

BP 9008 (revised) – Duties of the Officers

RECOMMENDATION

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: August 22, 2011
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

Membership - BP9003

Adopted 08/1/77; Revised

The Board of Trustees of the Rancho Santiago Community College District shall consist of seven members who shall each serve four-year terms. Trustees will reside in certain specified trustee areas, but be elected at large by the voters. Three trustees shall represent Area 1, one trustee Area 2, and three trustees Area 3 (see Board Policy 9004 for a description of trustee area boundaries).

It is the intent of the Board that beginning with the November 2012 election, each trustee will reside in one of seven specified trustee areas, and be elected by the voters residing in that area.

The Board of Trustees may change the methodology utilized for electing Board members in any manner consistent with law.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee.

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

Reference:

Education Code Sections 5000 et seq., 72023, 72103, 72104

Trustee Areas - BP9004

Revised 12/10/01; Revised

TRUSTEE AREA ONE - THREE BOARD MEMBERS

Essentially this area includes the largest and western portion of Santa Ana, extending westerly to Euclid Street in Fountain Valley, and generally bounded by Westminster Avenue/17th Street to the north, Halladay to the east, and Sunflower Avenue on the South.

TRUSTEE AREA TWO - ONE BOARD MEMBER

Essentially this area includes the eastern portion of Santa Ana, and takes in small northerly sections of Irvine, Costa Mesa and Newport Beach in the John Wayne Airport area, extending past Jamboree Road to the southeast and south to the San Joaquin (73) Freeway, and is generally bounded to the north by LaVeta Avenue in Orange, Halladay Street and Rouselle Street to the west (north of Warner Avenue), south Bristol Street to the west (south of Warner Avenue), and Lyon Street to the east.

TRUSTEE AREA THREE - THREE BOARD MEMBERS

Essentially this area includes the northern portion of the Rancho Santiago Community College District, Orange, Villa Park, and Anaheim Hills, extending southerly to LaVeta Avenue in Orange and Westminster Avenue in Garden Grove, and westerly to Euclid Street. The eastern area extends along Santiago Canyon Road southerly to the Modjeska Canyon area, easterly to the county line, and to the Santa Ana River which forms the northern district boundary. (Click here to view map)

It is the intent of the Board that the current configuration of three trustee areas will be replaced by a seven trustee area configuration prior to the November 2012 election.

Duties of the Officers - BP9008

Revised

At the annual organizational meeting, the Board shall elect from among its members a President of the Board, Vice President, Clerk.

A. President: It shall be the duty of the president to: ~~The president shall perform such other duties as are imposed by law or by action of the Board.~~

- Preside over all meetings of the Board;
- Represent the district at all official functions;
- Serve as the official spokesperson for the Board;
- Call emergency and special meetings of the Board as required by law;
- Consult with the Chancellor on board meeting agendas;
- Communicate with individual Board members about their responsibilities;
- Participate in the orientation process for new Board members;
- Assure Board compliance with policies on board education, self-evaluation and CEO evaluation;
- Represent the Board at official events or ensure board representation.

B. Vice-President: It shall be the duty of the vice president to serve in the absence of the president of the Board. The vice president shall perform such other duties as required by the president or by actions of the Board.

C. Clerk: It shall be the duty of the clerk to certify or attest to official actions taken by the Board and to monitor the making and maintenance of records as required by law.

D. Secretary: The Chancellor shall serve as Secretary to the Board.

It shall be the duty of the secretary to:

- Prepare the agenda for each meeting, in consultation with the Board president;
- Assure the official posting of the call of each meeting in compliance with law;
- Notify members of the Board of regular, special, emergency and adjourned meetings;
- Supervise the preparation of minutes of meetings for Board consideration and approval;
- Provide back-up data on all items to be under consideration;
- Attend all Board meetings and closed sessions, unless excused, and in such cases to assign a designee;
- Conduct the official correspondence of the Board;
- Certify as legally required all board actions;
- Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Secretary or the Clerk of the Board.

The terms of officers shall be for one year.

The Board does not have an official system of rotation of officers; it elects the officers each year from among all its members.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees)

To:	Board of Trustees	Date: August 22, 2011
Re:	Approval of Appointment to Community College League of California (CCLC) Advisory Committee on Legislation (ACL)	
Action:	Request for Action	

BACKGROUND

The Community College League of California Legislative Office is requesting John Hanna to serve as a member of the Advisory Committee on Legislation for the 2011-2012 calendar year. Trustee Hanna has served as a member of this committee since the 2005-2006 calendar year.

ANALYSIS

Trustee Hanna is interested in continuing his membership on the Advisory Committee on Legislation.

RECOMMENDATION

It is requested that the board approve Trustee Hanna’s appointment to the Community College League of California (CCLC) Advisory Committee on Legislation during the 2011-2012 calendar year.

Fiscal Impact: None	Board Date: August 22, 2011
Prepared by: Anita Lucarelli, Executive Assistant to the Board	
Submitted by: Anita Lucarelli, Executive Assistant to the Board	
Recommended by: John Hanna, Member, Board of Trustees	