



Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: December 8, 2009

Place: Closed Session 5-5:30 p.m.: West Wing Conference Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

Workshop: 5:30-6 p.m., Staff Lounge Victor Valley Community College

Regular Meeting 6 p.m.: Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA

Board Room Victor Valley Community College

1. **CALL TO ORDER** **5 p.m.**

ROLL CALL

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

2. **CLOSED SESSION** **5-5:30 p.m.**
 - (a) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – Government Code Section 54957
Director, Evening Operations, Instructional Support Programs
Director of the Associate Degree Nursing Program and Allied Health
Executive Dean, Technology & Information Resources
Vice President, Administrative Services

 - (b) **PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE** – Government Code Section 54957

Employee Number 021312809

This is the opportunity for the public to address the Board on any of these Closed Session items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

RECESS TO CLOSED SESSION

WORKSHOP ~ Staff Lounge

Child Development Center – Head Start Education Center

5:30-6 p.m.

REGULAR MEETING AGENDA

*Board Room Victor Valley Community College
This meeting will be electronically recorded*

3. OPEN SESSION REGULAR MEETING

6 p.m.

- 3.1 Closed Session Report
- 3.2 Organizational Announcements ~ Board President Valles
- 3.3 Selection of representative to the County Committee on School District Organization

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

This is the opportunity for the public to address the Board on any agenda items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

4. SUPERINTENDENT/PRESIDENT'S REPORT

- Faculty Senate

5. CONSENT AGENDA

There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote.

Approval of consent items.

YES ___ NO ___

- 5.1 Approval of the minutes of the November 10, 2009 regular Board meeting.
- 5.2 Agreement – El Dorado Broadcasters
Ratification of the agreement between Victor Valley Community College District and El Dorado Broadcasters to advertise registration information for the VVC for Me Campaign. The period of this agreement is from November 16, 2009 through January 4, 2010. Fiscal Impact: \$4,410.00, Public Information advertising funds.
- 5.3 Agreement – Heart Institute
Ratification of the agreement Victor Valley Community College District and The Heart Institute to provide clinical learning facilities for health sciences programs. The agreement begins on January 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None
- 5.4 Agreement – Independent Contractor – Miranda Buckley
Ratification of the agreement between Victor Valley Community College District and Miranda Buckley to provide American Sign Language Services for an interview on November 5, 2009. The period of this agreement is from November 5, 2009 through November 5, 2009. Fiscal Impact: \$70.00, budgeted.

- 5.5 Agreement – Bipinchanadra Bhagat, M.D.
Ratification of the agreement Victor Valley Community College District and Bipinchanadra Bhagat, M.D. to provide learning facilities for health sciences programs. The agreement begins on January 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None
- 5.6 Renewal Library Online Database Subscriptions
Approval of a renewal agreement to purchase an online database subscription through the Community College Library Consortium for the period of July 1, 2010 through June 30, 2011. Fiscal Impact: Budgeted, \$10,503.00
- 5.7 Addendum LA Records Management Agreement
Ratification of the addendum between Victor Valley Community College District and LA Records Management. The original contract was previously approved on September 16, 2008. The term of this agreement is from September 16, 2009 through September 16, 2010 and will continue with automatic renewals for additional equal term periods. Fiscal Impact: Budgeted, \$3,000.00 annually.
- 5.8 Boston Reed College – Memorandum of Understanding
Ratification of the Memorandum of Understanding between Victor Valley Community College District and Boston Reed College to provide the Pharmacy Technician course through Contract Education Services. Fiscal Impact: \$300.00 per student to the District.
- 5.9 Agreements – Contract Education Services
Approval of the Contract Education Services' listed below for the courses offered in Contract Education department. Fiscal Impact: \$600.00 to the District.

Vendor:	Income to the District
Ta Center (October 09, 2009 – October 09, 2010)	\$300.00
Ta Center (October 24, 2009 – October 24, 2010)	\$300.00
Total:	\$600.00

- 5.10 Quarterly Financial Status Report (CCFS-311Q)
Acceptance of the Quarterly Financial Status Report (CVFS-311Q). Fiscal Impact: None
- 5.11 Renewal Agreement – Affiliated Computer Services, Inc.
Ratification of the renewal agreement between Victor Valley Community College and Affiliated Computer Services, Inc. to provide 1098-T reporting requirements for tax year 2009. Fiscal Impact: Budgeted from Fund 01, not to exceed \$22,000.00.
- 5.12 Payroll Revolving Cash Fund Reimbursement
Approval to replenish the Payroll Revolving Cash Fund by \$1,951.72. Fiscal Impact: \$1,951.72 from the General Fund.
- 5.13 Recalculation of Gann Appropriation Limit
Approval of the Gann appropriation limit for 2009-2010 in the amount of \$99,539,514.00. Fiscal Impact: None
- 5.14 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None

- 5.15 Independent Contract Agreement – Doris M. Griffin
Ratification of the agreement between Victor Valley Community College District and Doris M. Griffin to design, develop, and test syntax for Datatel's degree audit module for certificate and degree programs for one catalog year selected by the college. The period of this agreement is from December 15, 2009 through June 30, 2010. Fiscal Impact: \$13,000.00, budgeted item.
- 5.16 Agreement – SARS Software Products, Inc.
Ratification of the agreement between Victor Valley Community College District and SARS Software Products, Inc. to provide software licensure and support services for SARS-Trak, PC-Trak, SARS-Call, and SARS Alert. The Period of agreement if from October 30, 2009 through October 30, 2010. Fiscal Impact: \$35,125.00, budgeted item.
- 5.17 Agreement – SMS Systems Maintenance Services, Inc.
Ratification of the agreement between Victor Valley Community College District and SMS Systems Maintenance Services, Inc. to provide maintenance support for ongoing hardware replacement and maintenance of MIS and IT systems. Fiscal Impact: \$16,951.72, budgeted item.
- 5.18 Out of Country Travel - ASIA
Approval of out of the country travel to East Timor in Asia from January 24, 2010 through February 11, 2010. The travel is required of students who are registered in Biology 98. The students will be accompanied by Assistant Professor of Biology, Dr. Hinrich Kaiser. Fiscal Impact: None
- 5.19 2010 Board Calendar
Approval of the proposed 2010 calendar of board meetings.
- 5.20 Academic Equivalency Request – Khalid Rubayi – Physics/Astronomy
Approval of the equivalency request for Khalid Rubayi – Physics/Astronomy. Fiscal Impact: None
- 5.21 Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum committee. Fiscal Impact: None
- 5.22 Agreement – Independent Contractor – George E. Mangum
Ratification of the agreement between Victor Valley Community College District and George E. Mangum to provide sports performance training for athletics. The period of this agreement is from August 1, 2009 through June 30, 2010. Fiscal Impact: \$2,000.00 Volleyball fundraiser.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES ___ NO ___

7. SUPERINTENDENT/PRESIDENT

- 7.1 Agreement – IMPEX Technologies, Inc. YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and IMPEX Technologies for virtualization hardware and network storage technology to replace existing IT/MIS systems infrastructure. Fiscal Impact: \$513,028.80, budgeted item.

7.2 Agreement – Vector Resources Enterprises Network Solutions YES ___ NO ___
Ratification of the agreement between Victor Valley Community College District and Vector Resources Enterprises Network Solutions for switching technology as part of the IT/MIS Virtualization Project. Fiscal Impact: \$186,966.16, budgeted item.

7.3 Amend Agreement – Datatel, Inc. YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Datatel, Inc. to include four new modules. Fiscal Impact: \$238,420.00, budgeted item.

7.4 Agreement – Datatel, Inc. YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Datatel, Inc. for Server Migration series. Fiscal Impact: \$137,750.00, budgeted item.

10. ADMINISTRATIVE SERVICES

10.1 Agreement – San Bernardino County Head Start YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and San Bernardino County Head Start program for lease space which will provide child care services to qualifying children of Victor Valley College and other children in the High Desert. The agreement will be for 10 years beginning January 1, 2010. Fiscal Impact: Annual revenue to the District of \$160,000.00

10.2 APPROVE AWARD OF PROJECT AND CONTRACT WITH AUTHORITY FOR SUPERINTENDENT TO EXECUTE AN ENERGY SERVICES CONTRACT WITH SOLFOCUS, INC. FOR THE DESIGN AND INSTALLATION OF A 1 MW SOLAR GENERATING FACILITY ON THE VVC CAMPUS YES ___ NO ___
Approve award of project and contract and authorize the Superintendent/ President to enter into an energy services contract with SolFocus, Inc. for the design and installation of a 1MW solar generating facility. The contract value will be \$5,072,560; which includes \$409,920 for operations and maintenance (O&M) for the first 10-years. The O&M costs will be paid quarterly as services are rendered. Fiscal Impact: Initial capital investment of approximately \$5,072,560, including \$409,920. Projected savings of approximately \$7 million over the next 5-years, which includes avoided energy costs, electricity tariff savings and California Solar Initiative (CSI) incentives. Projected savings of approximately \$20 million over 25-years.

10.3 Proposal – gkkworks – Obtaining Education Center Status YES ___ NO ___
Approval to enter into an agreement with gkkworks to prepare all paperwork for application for center status at the Eastside site and the Letter of Intent for the Westside Center. Fiscal Impact: Bond Budget, \$255,000.00

10.4 Proposal – gkkworks – One Stop Student Services Building Scoping Documents YES ___ NO ___
Approval to enter into an agreement with Program Manager, gkkworks to prepare scoping documents consistent with current building codes, Title 24, DSA and local fire authority including landscape outline specifications. Fiscal Impact: Bond Budget \$239,228.00.

- 10.5 Agreement – Mohawk Commercial, Inc. YES ___ NO ___
Approval of the agreement with Mohawk Commercial, Inc. in the amount of \$100,000.00 for carpet replacement for the Student Activities Center, Counseling/Administration and Liberal Arts buildings. Fiscal Impact: \$100,000.00 Scheduled Maintenance State and District (50/50). \$52,980.41 Auxiliary Services.

11. HUMAN RESOURCES

- 11.1 Revised Job Description – Director of Financial Aid YES ___ NO ___
Approval of the revised job description for the Director of Financial Aid. Fiscal Impact: None.

- 11.2 Contract Extension – Superintendent/President YES ___ NO ___
Approval of the employment contract extension for the Superintendent/President from July 1, 2010 through June 30, 2013. Fiscal Impact: Budgeted, no additional increase.

12. INFORMATION/DISCUSSION

- 12.1 Monthly Financial Reports
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

13.1 Foundation

13.2 Employee Groups

- a) CTA
- b) CSEA
- a) AFT Part-Time Faculty United

14. TRUSTEE COMMENTS

- ASB

15. Public Comments Related to Non-Agenda Items

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS
At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non-agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

16. ADJOURNMENT YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jeffrey Holmes, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2596, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.



Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES

Date: November 10, 2009

Place: Regular Meeting 6 p.m.: Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on November 10, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 5:10 p.m.

TRUSTEE ROLL CALL: Present: Joe Range, Board President; Chris Mollenkamp, Clerk; Dennis Henderson, Trustee; Don Nelson, Trustee

Absent: Angela Valles, Vice President

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President, Dr. Christopher O'Hearn, Deputy Superintendent/Executive Vice President, Instruction Fusako Yokotobi, Vice President, Human Resources, GH Javaheripour, Vice President, Administrative Services and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE

Bill Pate led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Item 8.6 2010-2011 and 2011-2012 Academic Calendars should have included both years 2010-2011 and 2011-2012. Copies have been made available at the resource table. Item 5.18 Academic Equivalency Request, Item 10.1 ~ Award Contract – Carpet Replacement and Item 8.5 Winter 2010 Credit/Contract Education Fee were deleted.

Angela Valles arrived at 5:15 p.m.

Mary Mazolla arrived at 6 p.m.

2. CLOSED SESSION

5-6 p.m.

- (a) LIABILITY CLAIM- Government Code Section 54956.95 – Claimant: Bryan Adams
- (b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Government Code Section 54957 Superintendent/President
- (c) CONFERENCE WITH LABOR NEGOTIATOR – Government Code Section 54957.6
District Representative: Robert Silverman, Superintendent/President
Employee Organizations: CTA, AFT, CSEA

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: Arlene Greene 10.3

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

A 6:15 p.m. Board President, Mr. Range reconvened to open session and announced that the claim for damages was unanimously rejected and referred to our claims administrator. In addition, the District and CTA met and reached an agreement on the following revised articles: 38A, 38B and 40 and the action of the board was unanimous in approval for the articles. The Superintendent/President's evaluation was conducted by the Board of Trustees.

4. SUPERINTENDENT/PRESIDENT'S REPORT

On behalf of the High Desert Chapter of the American Red Cross, Joe Brady presented an award to Amy Amyangulo, a student at Victor Valley Community College that competed in a recent essay contest. In addition, he thanked the college for allowing them to use the facilities to conduct the Economic Summit that his held every year.

Dr. Silverman announced that as a result of the board position rotation, it was Joe Range's last meeting as Board President and thanked him for his service in this capacity for the last five years.

Dr. Silverman provided an update on the student service reorganization and the winter term. A handout was provided on the Student Services organization and how it relates to the college's organization. Dr. O'Hearn, Carl Smith and Sheree Caldwell made a presentation on the Student Services organization which focused on doing business differently as a result of the \$2M hit on the categorical funds with an emphasis on retaining services to students.

Dr. Silverman provided an update regarding the winter term which was described as much smaller than in the past. The emphasis will be on an extension program involving three parts, Community Ed, Contract Ed, and minimal credit classes. Dr. O'Hearn added that the winter session plan is an attempt to serve students and keep them on their educational progress. On behalf of the Student Body, students presented their opinions regarding the need of the winter term.

5. CONSENT AGENDA

It was MSC (Henderson/Nelson, 5-0) to approve the consent items in one motion with items, 5.18, 8.5, and 10.1 deleted. Trustee Mollenkamp requested that item 5.17 be pulled for separate discussion. Trustee Nelson requested that item 5.8 be pulled for separate discussion and abstained on item 5.1.

5.1 Approval of the minutes of the October 13, 2009 regular Board meeting.

5.2 Agreement – Apple Valley Fire Protection District

Approval of the agreement between Victor Valley Community College District and Apple Valley Fire Protection District to provide maintenance of various fire apparatus. The period of this agreement is from November 12, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$15,000.00.

5.3 Child Development Training Consortium 2009-2010 Instructional Agreement 09-10-4536

Ratification of the agreement Victor Valley Community College District and Yosemite Community College district from September 1, 2009 through June 30, 2010. Fiscal Impact: \$11,250.00 income to the District.

5.4 Desert Valley Medical Transport, dba American Medical Response (AMR)
Ratification of an amendment to the agreement between Victor Valley Community College District and Desert Valley Medical Transport, dba American Medical Response (AMR) to provide medical services for various Victor Valley Community College football events. The period of this agreement is from September 5, 2009 through November 14, 2009. Fiscal Impact: Budgeted, \$1,125.00.

5.5 Agreement – Contract Education Services
Ratification of the Contract Education Services' agreement listed below. The contract was previously approved in May 2009 and has to be updated with the new business name provided from the instructor during the time of the previous contract. Fiscal Impact: \$4,736.00 Income to the district.

Vendor:	Income to the District
Traci Tompkins	\$2,750.00
City of La Habra Child Development	\$1,986.60
Total:	\$4,736.60

5.6 World Instructor Training Schools
Approval of an agreement between Victor Valley Community College District and World Instructor Training Schools to provide various fitness courses through Contract Education Services. The term of this agreement is effective November 11, 2009. Fiscal Impact: \$100.00 per student income to the district.

5.7 Agreements – Contract Education Services
Approval of the Contract Education Services' agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: \$600.00 to the District.

Vendor:	Income to the District
China Buffet	\$ 300.00
Amvets	\$ 300.00
Total:	\$ 600.00

5.8 **TABLED** Agreement – Independent Contractor – George E. Mangum
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum to provide sports performance training for athletics. The period of this agreement is from August 1, 2009 through June 30, 2010. Fiscal Impact: \$2,000.00 – Volleyball fundraiser.

5.9 Agreement – Independent Contractor – Jamie Beck – Baby Elephant Books
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Jamie Beck – Baby Elephant Books to provide “Major Malfunctions” college workshop to Upward Bound Math and Science participants at the October 17, 2009 Saturday Academy. The period of this agreement is October 17, 2009. Fiscal Impact: Budgeted \$350.00 – Upward Bound Math & Science.

5.10 Agreement – H&L Charter Co., Inc.
Approval of the agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation services to students in GEAR UP partner schools to various educational and cultural activities. The period of the agreement is from November 10, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$12,500.00 – GEAR UP grant funds.

- 5.11 Agreement – Independent Contractor – Greg Ryan
Ratification of the Independent Contractor Agreement between Victor Valley Community College and Greg Ryan to complete and submit the 2008/2009 FISAP report that is due by October 1, 2009. The period of this agreement is from September 26, 2009 through October 1, 2009. Fiscal Impact: Budgeted, \$2000.00 (BFAP funds)
- 5.12 Agreement – Independent Contractor – Adele McClain
Ratification of the Independent Contractor Agreement between Victor Valley Community College and Adele McClain to provide high school site coordination for the K16 Bridge Program Title V Coop Grant. The period of this agreement is from November 16, 2009 through May 1, 2010. Fiscal Impact: Budgeted. \$1,200.00, Title V Coop Grant.
- 5.13 Renewal - Library Online Database Subscriptions
Approval of the renewal and purchase of online database subscriptions through the Community College Library Consortium to provide online database subscriptions to support academic research and student learn. The period of the agreement is January 1, 2010 through December 31, 2010. Fiscal Impact: Budgeted, \$15,300.18.
- 5.14 Amendment – SirsiDynix Software Services Agreement
Ratification of an amendment to the agreement between Victor Valley Community College District and SirsiDynix to provide circulation online catalog and technical services processing. The period of the agreement is from October 8, 2009 through October 8, 2010. Fiscal Impact: None.
- 5.15 Agreement – Card Meter System, Inc.
Approval of the agreement between Victor Valley Community College District and Card Meter System, Inc. to provide four (4) photo copy machines and card readers for student use in the main library at Victor Valley Community College. The period of this agreement is from November 11, 2009 through October 10, 2012. Fiscal Impact: None.
- 5.16 Renewal License – Iparadigms LLC
Approval of the renewal license between Victor Valley Community College District and iParadigms LLC to access Turnitin.com. The period of this license is from November 14, 2009 through November 14, 2010. Fiscal Impact: Budgeted, \$10,618.72.
- 5.17 **PULLED FOR SEPARATE DISCUSSION** Agreement – KAVE Enterprise
Approval of the agreement with KAVE Enterprise to provide an interim Financial Aid Director. The period of the agreement is through June 30, 2010. Fiscal Impact: \$10,000/month.
- 5.18 **DELETED** Academic Equivalency Request – Robert Smith - Athletics
Approval of the equivalency as listed. Fiscal Impact: None
- 5.19 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.20 Foundation Donations
Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$15,145.82 and transferred \$37,027.30 in student scholarships for a total cash contribution of \$52,373.12. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$9,202. Total contributions from the Foundation for September 2009 are \$61,575.12 to the District.

5.21 Curriculum Changes

Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.22 Riverside Community College District – M.O.U.

Ratification of a Memorandum of Understanding between Victor Valley Community College District and Riverside Community College District to facilitate and direct the implementation of a coordinated regional work plan. The term of the M.O.U. is from July 1, 2009 through June 30, 2010. Fiscal Impact: \$4,800.00 to the District.

5.23 Annual Financial and Budget Report (CCFS-311)

Acceptance of the Annual Financial Budget Report (CCFS-311). Fiscal Impact: None

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

Trustee Mollenkamp pulled agenda item 5.17 for separate discussion.

TABLED 5.8 Agreement – Independent Contractor – George E. Mangum

It was motioned by Trustee Valles and Seconded by Trustee Nelson to ratify the Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum to provide sports performance training for athletics. The period of this agreement is from August 1, 2009 through June 30, 2010. Fiscal Impact: \$2,000.00 – Volleyball fundraiser.

Following discussion it was MSC (Valles/Henderson, 5-0) to table the item until the next meeting.

APPROVED 5.17 Agreement – KAVE Enterprise

It was MSC (Henderson/Valles, 5-0) to approve the agreement with KAVE Enterprise to provide an interim Financial Aid Director. The period of the agreement is through June 30, 2010. Fiscal Impact: \$10,000/month.

8. INSTRUCTION

8.1 Subcontract and Resolution – West Ed

It was MSC (Nelson/Mollenkamp, 5-0) to adopt the resolution and acceptance of the agreement between Victor Valley Community College District and WestEd to implement specific activities as part of the Early Start Comprehensive System of Personnel Development and Resources' Project for the 2009-2010 fiscal year of the Child Development Department. Fiscal Impact: \$3,500.00 to the District.

8.2 Amendment #1 – Foundation for California Community Colleges

It was MSC (Henderson/Nelson, 5-0) to adopt the resolution and acceptance of the agreement between Victor Valley Community College District and Foundation for California Community Colleges to support the education and teacher licensing of CalWorks' recipients. The period of this agreement is from July 1, 2009 through June 30, 2010. Fiscal Impact: \$40,584.67 to the District.

8.3 Agreement – San Bernardino County Workforce Investment Board
Welder Training

It was MSC (Mollenkamp, Henderson, 5-0) to accept an agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in welding. Fiscal Impact: \$77,375.00 to the District.

- 8.4 Second Reading Board Policies – Chapter 4 and 5
It was MSC (Nelson/Valles, 5-0) to approve Chapter 4 and 5 revised and new Board Policies.
- 8.5 **DELETED** Winter 2010 Credit/Contract Education Fee
Approval to provide courses to students while charging the minimum fee required to cover direct costs. Fiscal Impact: None
- 8.6 **CORRECTED** 2010-2011 and 2011-2012 Academic Calendars
It was MSC (Mollenkamp/Nelson, 5-0) as amended, to approve the 2010-2011 and 2011-2012 academic calendars.
- 10. ADMINISTRATIVE SERVICES**
- 10.1 **DELETED** Award Contract – Carpet Replacement
Approval to award the contract to _____ in the amount of _____ for carpet replacement for the Student Activities Center and Liberal Arts Building. Fiscal Impact: _____ - Scheduled Maintenance State and District (50/50) – Auxiliary Services.
- 10.2 Award Contract – Roof Repairs
It was MSC (Valles/Nelson, 5-0) to approve to award the contract to RGSLA, Inc. in the amount of \$69,975.00 for roof repairs for the Student Activities Center and Liberal Arts Building. Fiscal Impact: \$69,975.00 - Scheduled Maintenance State and District (50/50) – Auxiliary Services.
- 10.3 Request to Hold a Public Hearing and Adopt of Resolution

Don Nelson left at 7:05 p.m.

Don Nelson arrived at 7:07 p.m.

The Board president declared the hearing open to consider adopting certain findings relating to a proposed Energy Services Contract for the purchase of a solar energy conservation facility, following comments the board president declared the hearing closed.

It was MSC (Mollenkamp/Henderson, 5-0) to approve and authorize the Superintendent/ President to conduct a “best value” section process and select from the short-listed firms, that firm that offers the best combination of price, technology, performance, and other criteria as determined by a selection committee. Fiscal Impact: Initial capital investment of approximately \$7M. Projected savings of \$22,108,949 over 25 years.

12. INFORMATION/DISCUSSION

- 12.1 Monthly Financial Reports
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

- 13.1 Foundation
Janice Olson

- 13.2 Employee Groups
- a) CTA
Absent
 - b) CSEA
Kevin Crowley

- c) AFT Part-Time Faculty United
Valerie Frangelica

14. TRUSTEE COMMENTS

- ASB

Mary Mazzola reported on student activities. Trustee Range announced that he would like to continue to be a member of the facility master plan committee. He thanked everyone for all of their help during his time as board president. As a result of the new rotation cycle, Trustee Valles will be taking the board president's seat in December.

15. **PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Richard Golden, Gilbert Duran and Arlene Greene.

16. ADJOURNMENT

It was MSC (Valles/Henderson, 5-0) to adjourn the meeting at 8:04 p.m.

Chris Mollenkamp, Clerk


Date Approved


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – EL DORADO BROADCASTERS, LLC

SUBMITTED BY: Bill Greulich

RECOMMENDED BY: Bill Greulich 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with El Dorado Broadcasters, LLC to advertise registration information for the VVC for Me campaign.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Promoting Victor Valley College through El Dorado Broadcasters, LLC alerts the public that registration at the college is now underway.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with El Dorado Broadcasters, LLC in the amount of \$4,410.00 – from the Public Information department's advertising funds.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

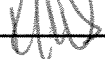
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** ___ **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – THE HEART INSTITUTE

SUBMITTED BY: Geneva Baker, Allied Health

RECOMMENDED BY: Christopher O’Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and The Heart Institute to provide clinical learning facilities for health sciences programs. The agreement begins on January 01, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

A copy of the original agreement is available for review in the Superintendent/President’s office.

Need:

This agreement is to provide clinical learning facilities for health sciences programs.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and The Heart Institute to provide clinical learning facilities for health sciences.

Legal Review: YES X ___ NOT APPLICABLE ___


Reference for Agenda: YES ___ NO ___


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Paul Williams, Arts & Letters

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Miranda Buckley. The period of this agreement is from November 05, 2009, through November 05, 2009.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

The Independent Contractor Agreement is for the American Sign Language Interpreting Services for an interview on November 05, 2009.

Fiscal Impact: Budgeted – \$70.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Miranda Buckley. The period of this agreement is from November 05, 2009, through November 05, 2009.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – BIPINCHANADRA BHAGAT, M.D.

SUBMITTED BY: Geneva Baker, Allied Health

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Bipinchandra Bhagat, M.D. to provide clinical learning facilities for health sciences programs. The agreement begins on January 01, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

This agreement is to provide clinical learning facilities for health sciences programs.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and Bipinchandra Bhagat, M.D. to provide clinical learning facilities for health sciences programs.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Library

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve the renewal and purchase of an online database subscription through the Community College Library Consortium for the period of July 01, 2010, through June 30, 2011. The online database is: Early Order - Gale Spring Database Subscription.

Need:

The library provides access to this online database subscription to support academic research and student learning.

Fiscal Impact: Budgeted – \$10,503.00

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the renewal and purchase of an online database subscription through the Community College Library Consortium for the period of July 01, 2010, through June 30, 2011. The online database is: Early Order - Gale Spring Database Subscription.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: ADDENDUM – LA RECORDS MANAGEMENT AGREEMENT

SUBMITTED BY: Greta Moon, Admissions & Records

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman _____

Description/Background:

The District desires to ratify an Addendum between Victor Valley Community College District and LA Records Management. The original contract was previously approved on September 16, 2008. The term of this agreement is from September 16, 2009, through September 16, 2010 and will continue with automatic renewals for additional equal term periods, unless written notice of non-renewal is delivered by Depositor at least ninety (90) days prior to the expiration date.

A copy of the original Addendum is available for review in the Superintendent/President's office.

Need:

The purpose of this Addendum storage cartons for the Admission & Records Department.

Fiscal Impact: Budgeted - \$3,000.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Addendum between Victor Valley Community College District and LA Records Management. The original contract was previously approved on September 16, 2008. The term of this agreement is from September 16, 2009, through September 16, 2010 and will continue with automatic renewals for additional equal term periods, unless written notice of non-renewal is delivered by Depositor at least ninety (90) days prior to the expiration date.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

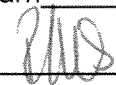
BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOSTON REED COLLEGE – MEMORANDUM OF UNDERSTANDING

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Robert Silverman



Description/Background:

The District desires to approve a Memorandum of Understanding between Victor Valley Community College District and Boston Reed College. The Memorandum of Understanding is from March 16, 2010, through September 23, 2010.

Need:

The vendor will provide the course, "Pharmacy Technician" through Contract Education Services.

Fiscal Impact: \$300.00 per student to the District

Recommended Action:

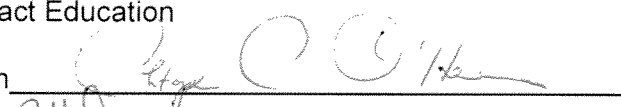

It is recommended by the Superintendent/President that the Board of Trustees ratify a Memorandum of Understanding between Victor Valley Community College District and Boston Reed College. The Memorandum of Understanding is from March 16, 2010, through September 23, 2010.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES
SUBMITTED BY: Debbie Potts, Contract Education
RECOMMENDED BY: Christopher O'Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve the Contract Education Services' agreements listed below for the courses offered in the Contract Education Department.

Copies of the original agreements are available for review in the Superintendent/President's office.

Vendor:	Income to the District
Ta Center (October 09, 2009 – October 09, 2010)	\$300.00
Ta Center (October 24, 2009 – October 24, 2010)	\$300.00
Total:	\$600.00

Need:

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class.

Fiscal Impact: \$600.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Contract Education Services' agreements listed above for the courses offered in the Contract Education department.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: QUARTERLY FINANCIAL STATUS REPORT (CCFS-311Q)

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. Districts are required to provide copies to the Chancellor's Office and county schools of the completed form (Form CCFS-311Q) and a copy of the quarterly financial report required by Education Code '72413(g) and '84043 no later than five working days following the date of the governing board meeting.

A copy of the original Quarterly Financial Status Report is available for review in the Superintendent/President's office.

Need:

State Mandate

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees receive and enter these reports into the minutes of the meeting.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q1) Sep 30, 2009

District: (990) VICTOR VALLEY

As of June 30 for the fiscal year specified

Line	Description	Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	44,883,328	46,840,161	45,886,114	46,667,164
A.2	Other Financing Sources (Object 8900)	2,500,000	1,800,000	5,062,310	5,900,000
A.3	Total Unrestricted Revenue (A.1 + A.2)	47,383,328	48,640,161	50,948,424	52,567,164
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	44,599,735	45,846,168	47,427,016	58,517,847
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,217,440	2,399,795	388,279	251,200
B.3	Total Unrestricted Expenditures (B.1 + B.2)	46,817,175	48,245,963	47,815,295	58,769,047
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	566,153	394,198	3,133,129	-6,201,883
D.	Fund Balance, Beginning	2,200,299	2,766,452	3,160,650	9,293,779
D.1	Prior Year Adjustments + (-)	0	0	3,000,000	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	2,200,299	2,766,452	6,160,650	9,293,779
E.	Fund Balance, Ending (C. + D.2)	2,766,452	3,160,650	9,293,779	3,091,896
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	5.9%	6.6%	19.4%	5.3%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	8,746	9,360	10,064	10,064
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010
H.1	Cash, excluding borrowed funds		10,410,209	816,784	10,915,575
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	10,107,116	10,410,209	816,784	10,915,575

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,667,164	46,667,164	16,068,534	34.4%
I.2	Other Financing Sources (Object 8900)	5,900,000	5,900,000	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	52,567,164	52,567,164	16,068,534	30.6%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	58,517,847	58,517,847	8,619,869	14.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	251,200	251,200	0	251,200
J.3	Total Unrestricted Expenditures (J.1 + J.2)	58,769,047	58,769,047	8,619,869	14.7%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-6,201,883	-6,201,883	7,448,665	
L.	Adjusted Fund Balance, Beginning	9,293,779	9,293,779	9,293,779	
L.1	Fund Balance, Ending (C. + L.2)	3,091,896	3,091,896	16,742,444	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.3%	5.3%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:						
Year 1:			\$			
Year 2:						
Year 3:						
b. BENEFITS:						
Year 1:						
Year 2:						
Year 3:						

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**
 This year? **NO**
 Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT RENEWAL – AFFILIATED COMPUTER SERVICES, INC.

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to renew its agreement with Affiliated Computer Services (ACS) to fulfill the district's obligation to report student information to the Internal Revenue Service. Reporting includes:

- Payments received for qualified tuition and related expenses OR amounts billed for qualified tuition and related expenses;
- Amounts of any scholarships or grants received by a student during the calendar year;
- Prior year adjustments to amounts reported for scholarships or grants;
- Indication of whether qualified tuition and related expenses reported represent an academic period beginning with the first three months of the calendar year.

Tax Year 2002 was the last waiver year in which schools were exempt from reporting financial information on 1098-T forms. All colleges and universities were required to begin reporting financial information beginning with Tax Year 2003.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

This service fulfills the legal requirement to report student information to the Internal Revenue Service.

Fiscal Impact: Budgeted item from Fund 01, not to exceed \$22,000

Recommended Action:

It is recommended the Board of Trustees ratify the renewal agreement with Affiliated Computer Services to provide 1098-T reporting requirements for Tax Year 2009.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: PAYROLL REVOLVING CASH FUND REIMBURSEMENT

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District currently has a Payroll Revolving Cash Fund that is used to pay college employees when delays in hiring paperwork/timesheets occur and result in an employee not getting placed on the current payroll. When this occurs, upon request, the employee is issued a check for 80 percent of the gross pay, and the employee's next paycheck is docked by that amount to reimburse the fund. Since 2002, there have been three checks issued from the Payroll Revolving Cash Fund that the District has not been able to collect on:

- A payroll overpayment occurred and was partially repaid. The temporary employee received no more paychecks from which to collect the balance due of \$158.30.
- An Electronic Fund Transfer (EFT) for an employee was rejected by the bank. Since no deposit was made, the employee was issued a Payroll Revolving Cash check in the amount of \$376.00.
- An employee received a Payroll Revolving Cash check because paperwork was not turned in when payroll was processed. The following month, the dock to pay back these monies was missed. Employee left the district after this payment was made in the amount of \$1,417.42.

Need:

The District needs to replenish the Payroll Revolving Cash Fund to bring it up to its normal level. The District has attempted to collect these outstanding debts, and was able to collect a portion of the balance.

Fiscal Impact: \$1,951.72 from the General Fund

Recommended Action:



It is recommended that the Board of Trustees approve the District to replenish the Payroll Revolving Cash Fund by \$1,951.72.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: RECALCULATION OF GANN APPROPRIATION LIMIT
SUBMITTED BY: Mary Pringle
RECOMMENDED BY: GH Javaheripour 
APPROVED BY: Robert Silverman 

Description/Background:

Pursuant to Government Code Section 7908, all districts must recalculate their annual appropriations limit. The appropriation limit is adjusted annually through percentage changes in prices and adult population.

Explanation of Gann Spending Limit:

The Gann spending limit places a cap on the amount of local government spending that may be financed from proceeds of taxes. The limit is adjusted annually by a combined growth factor, which takes into account both inflation and population growth.

For Fiscal Year 2009-10, the district's Gann Limit is \$99,539,514. This amount is \$54,957,842 above the amount the district plans to spend in Fiscal Year 2009-10 that is financed from proceeds of taxes or \$44,581,672.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees approve the Gann appropriation limit for 2009-2010 in the amount of \$99,539,514.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2009-10

DISTRICT NAME: Victor Valley Community College District DATE: 10/9/09

I. **2009-10 APPROPRIATIONS LIMIT:**

A.	2008-09 Appropriations Limit		<u>\$90,883,024</u>
B.	2009-10 Price Factor: 1.0062		
C.	Population factor:		
	1. 2007-08 Second Period Actual FTES <u>9,211</u>		
	2. 2008-09 Second Period Actual FTES <u>10,027</u>		
	3. 2009-10 Population change factor <u>1.0885</u> (line C.2. divided by line C.1.)		
D.	2008-09 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		<u>\$99,539,514</u>
E.	Adjustments to increase limit:		
	1. Transfers in of financial responsibility	\$0	
	2. Temporary voter approved increases	_____	
	3. Total adjustments - increase	_____	
	Sub-Total		<u>\$0.....</u>
F.	Adjustments to decrease limit:		
	1. Transfers out of financial responsibility	\$0	
	2. Lapses of voter approved increases	_____	
	3. Total adjustments - decrease	_____	<u>< 0></u>
G.	2009-10 Appropriations Limit		<u>\$99,539,514</u>

II. **2009-10 APPROPRIATIONS SUBJECT TO LIMIT:**

A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)		<u>\$35,923,185</u>
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	.....	158,000
C.	Local Property taxes	.....	8,450,487
D.	Estimated excess Debt Service taxes	.....	0
E.	Estimated Parcel taxes, Square Foot taxes, etc.	.....	0
F.	Interest on proceeds of taxes	.....	50,000
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates	_____	<u>< 0></u>
H.	2009-10 Appropriations Subject to Limit		<u>\$44,581,672</u>

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Robert Silverman _____

Description/Background:

Each month the District expends funds to conduct its operations and makes this information available to the Board of Trustees. This report reflects grouped expenditures (batches) for each fund. The details for these expenditures are available for review by the Board members in the Fiscal Services Department.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the Board of Trustees Payments Report.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, DECEMBER 8, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 324 CONTAINS NO BATCH						
BATCH 325	\$ 8,056.07					
BATCH 326	\$ 12,205.90					
BATCH 327 VOIDED						
BATCH 627A	\$ 6,436.26					
BATCH 328	\$ 64,131.31					
BATCH 329			\$ 1,968.81			
BATCH 330	\$ 1,745.82					
BATCH 331 VOIDED						
BATCH 331A	\$ 4,400.24					
BATCH 332	\$ 363.00					
BATCH 333	\$ 530.38					
BATCH 334	\$ 123.65					
BATCH 335 VOIDED						
BATCH 335A	\$ 1,832.00					
BATCH 336	\$ 169.63					
BATCH 337	\$ 46,728.00					
BATCH 338			\$ 52.50			
BATCH 339			\$ 3,143.54			
BATCH 340	\$ 1,313.33					
BATCH 340A	\$ 5,492.98					
BATCH 341	\$ 4,653.94					
BATCH 342	\$ 2,892.46					
BATCH 343	\$ 8,223.74					
BATCH 344 VOIDED						
BATCH 344A					\$ 19,556.80	
BATCH 345	\$ 672.04					
BATCH 346	\$ 702.55					
BATCH 347	\$ 46.23					
BATCH 348	\$ 243.92					
BATCH 349	\$ 208.82					
BATCH 350	\$ 1,761.65					
BATCH 351	\$ 14,824.68					
BATCH 352	\$ 8,050.62					
BATCH 353 VOIDED						

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, DECEMBER 8, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 353A	\$ 325,254.28					
BATCH 354	\$ 4,703.73					
BATCH 355	\$ 6,139.33					
BATCH 355A	\$ 1,577.02					
BATCH 356 VOIDED						
BATCH 356A	\$ 25,822.47					
BATCH 357	\$ 19,600.15					
BATCH 357A	\$ 2,740.00					
BATCH 358	\$ 1,627.11					
BATCH 359	\$ 6,244.16					
BATCH 359A	\$ 10,923.51		\$ 2,515.00			
BATCH 360				\$ 96.89		
BATCH 361						
BATCH 362	\$ 1,966.33					
BATCH 363	\$ 7,728.64					
BATCH 364	\$ 4,738.69					
BATCH 365 BATCH IS VOIDED						
BATCH 365A	\$ 2,772.06				\$ 3,600.00	
BATCH 366	\$ 30,737.19					
BATCH 367	\$ 9,845.82					
BATCH 367A	\$ 2,190.66					
BATCH 368						
BATCH 369	\$ 17,272.95					
BATCH 370	\$ 4,635.81					
BATCH 371	\$ 4,871.50					
BATCH 371A	\$ 7,866.25					
BATCH 372			\$ 154.00			
BATCH 372A			\$ 4,883.15			
BATCH 373	\$ 3,547.50					
BATCH 374 VOIDED						
BATCH 374A	\$ 2,531.18					
BATCH 375 VOIDED						
BATCH 375A	\$ 2,443.54					
BATCH 376 VOIDED						
BATCH 376A					\$ 128,901.25	
BATCH 377	\$ 5,328.03					
BATCH 378					\$ 6,396.32	

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, DECEMBER 8, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 379 VOIDED						
BATCH 379A	\$ 1,638.39				\$ 68,313.50	
BATCH 380	\$ 58.00					
BATCH 381	\$ 3,509.44					
BATCH 382	\$ 79,031.00					
BATCH 382A	\$ 5,828.63					
BATCH 383	\$ 1,823.00					
BATCH 384	\$ 3,579.80					
BATCH 385	\$ 81,511.15					
BATCH 386	\$ 596.00					
BATCH 387	\$ 12,433.92					
BATCH 388	\$ 10,539.58					
BATCH 389	\$ 1,603.25					
BATCH 390						
BATCH 391 VOIDED						
BATCH 391A	\$ 2,146.00					
BATCH 392 VOIDED						
BATCH 392A	\$ 1,911.00					
BATCH 393	\$ 2,887.00					
BATCH 394	\$ 1,470.00					
BATCH 395	\$ 1,284.00					
BATCH 396	\$ 1,358.00					
BATCH 397	\$ 1,635.58					
BATCH 397A	\$ 63,225.00					
BATCH 398	\$ 12,330.72					
BATCH 398A	\$ 2,134.57					
BATCH 399	\$ 11,338.54					
BATCH 400	\$ 2,098.82					
BATCH 401	\$ 6,604.86					
BATCH 402	\$ 1,015.00					
TOTAL	\$ 1,022,508.38	\$ -	\$ 12,717.00	\$ 96.89	\$ 226,767.87	\$ -

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – DORIS M. GRIFFIN
SUBMITTED BY: Deanna Turnbeau, Management Information Systems
RECOMMENDED BY: Frank Smith [Signature]
APPROVED BY: Robert Silverman [Signature]

Description/Background:

The District wishes to enter into an Independent Contractor Agreement with Doris M. Griffin to design, develop, and test syntax for Datatel's degree audit module for certificate and degree programs for one catalog year selected by the college.

Degree Audit improves advisory services for students, helping them stay on track toward graduation and facilitating the review of alternate degree opportunities. Students and advisors/faculty can perform program evaluations online to track a student's progress toward graduation.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

- Defines standard requirements for academic programs
- Provides students and advisors with up-to-date information regarding a student's progress toward completion of academic goals
- Supports course substitutions, requirement overrides, and individual waivers
- Performs "what-if" analysis to explore alternate degree options
- Provides 24x7 online program evaluations
- Provides advisors and administrators with a means of tracking changes and updates to program options, including identifying the source of the change
- Supports option to incorporate current enrollment, transfer, and non-course equivalencies in evaluation output

Fiscal Impact: \$13,000.00 – Budgeted Item

Recommended Action:

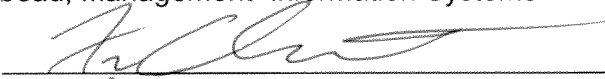

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the Independent Contractor Agreement with Doris M. Griffin in the amount of \$13,000.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – SARS SOFTWARE PRODUCTS, INC.
SUBMITTED BY: Deanna Turnbeau, Management Information Systems
RECOMMENDED BY: Frank Smith 
APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with SARS Software Products, Inc. to provide software licensure and support services for SARS-Trak, PC-Trak, SARS-Call, and SARS Alert.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

SARS-GRID is our base product. It is a grid-based system designed to make student appointments, track drop-in visits, and maintain counselor schedules easily and intuitively. **SARS-TRAK** is a student self-serve system. It can operate as a stand-alone system, allowing students to check-in/check-out of service sites (labs, library, etc.) and record reasons for their visits. When it is integrated with SARS-GRID, students may use the system to self-register for drop-in visits, schedule appointments, and check in for appointments, at which time the counselor will be notified of the student's arrival. **PC-TRAK** is a SARS-TRAK module for use in computer labs. It tracks the amount of time a student spends using a computer in the lab, as well as the specific class that is associated with the student's computer use. **SARS-ALERT** is an early alert referral system that promotes student success and retention. This web-based software enables faculty to identify students who are having academic, behavioral, personal, or enrollment difficulties, connect them with campus support services that can provide appropriate interventions, and receive feedback on actions taken. **SARS-CALL** is an integrated automated telephone and/or e-mail confirmation and notification system. It captures the next day's appointments in a data file, automatically calls and/or e-mails students to remind them of their appointments and issues daily outcome reports

Fiscal Impact: \$35,125.00 – Budgeted item

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with SARS Software Products, Inc. in the amount of \$35,125.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – SMS SYSTEMS MAINTENANCE SERVICES, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with SMS Systems Maintenance Services, Inc. to provide maintenance support for ongoing hardware replacement and maintenance of MIS and IT systems. These systems run the critical operational technologies on the campus such as Web Advisor, Datatel, E-mail, Network storage systems, etc.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Efficiencies of operations by reducing the operating costs of ongoing systems maintenance support. This will be accomplished by using a third party vendor (SMS) for the hardware equipment replacement and support maintenance for MIS and IT Systems. Previous estimates for providing this support through the existing 2 vendors would cost \$36,813 (annual). With the new single vendor, we can reduce the cost to \$16,951.72 (annual).

Fiscal Impact: \$16,951.72 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with SMS Systems Maintenance Services, Inc. in the amount of \$16,951.72.

Legal Review: YES NOT APPLICABLE

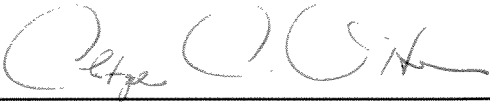
Reference for Agenda: YES NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: OUT OF COUNTRY TRAVEL - ASIA

SUBMITTED BY: Lori Kildal, STEM

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve out of country travel to East Timor in Asia. The travel is required of students who are registered in Biology 98, "International Natural History" during the 2010 winter session from January 24, 2010, through February 11, 2010. The travel will run through Contract Education. Students will be accompanied by Assistant Professor of Biology, Dr. Hinrich Kaiser.

Students:

Arroyo, Raul
Bray, Alana
Flaherty, Dekota
Haxton, Rachael
Leatham, Eric
Rich, Kyle
Suzio, Dan
Tucci, Marianna

Bodarth, Kitcia
Ceballos, Jester
Fredericks, Alison
Heacox, Scott
Pignotti, Marianna
Sanchez, Caitlin
Trieu, Nancy
Weil, Mary

Need:

Compliance with Board Policy 4300.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve out of the country travel to East Timor in Asia from January 24, 2010, through February 11, 2010. The students will be accompanied by Assistant Professor of Biology, Dr. Hinrich Kaiser.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: 2010 Board Calendar

SUBMITTED BY: Robert Silverman, Superintendent/President

RECOMMENDED BY: Robert Silverman, Superintendent/President

APPROVED BY: Robert Silverman 

Description/Background:

The Board of Trustees annually establishes a calendar of its regular meeting dates which is published and made available to the press and interested parties.

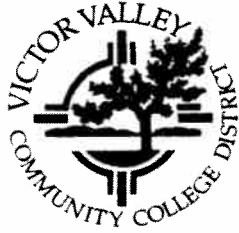
Need:

Fiscal Impact: None

Recommended Action: Approval of the proposed 2010 calendar of board meetings.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___



Victor Valley Community College District Calendar of Board Meetings 2010

Second Tuesday of Each Month, 6 p.m.

February 9, 2010

March 9, 2010

April 13, 2010

May 11, 2010

June 8, 2010

July 13, 2010

August 10, 2010

September 14, 2010

October 12, 2010

November 9, 2010

December 14, 2010

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The equivalency listed below has been approved by the appropriate department, division dean, and Academic Senate for the disciplines indicated.

Khalid Rubayi
Physics/Astronomy

EQUIVALENCY

Meets requirements under course work, Victor Valley equivalency policy. A master's degree in a discipline which is not specifically named on the Board of Governor's minimum qualification list for the particular discipline in question, but includes course work which clearly parallels and/or is closely related to the discipline which is specifically listed on the minimum qualifications list.

Need:

Board approval is needed to establish that the minimum standards for equivalency have been met.

Fiscal Impact:

None

Recommended Action:

It is recommended that the board approve the equivalency as listed.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Starla Whitney, Instruction

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The College Curriculum committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on November 19, 2009 are listed on the attached sheet.

A copy of the College Curriculum changes is available for review in the Superintendent/President's office.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the curriculum changes that have been recommended by the College Curriculum committee.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

2009 / 2010 Curriculum Committee Recommendations
November 19, 2009

COURSE	TITLE	CHANGE/JUSTIFICATION	(NEW COURSE ONLY)	DATE
BET 145	Communications for Business	Course Update		11/19/09
BIOL 114	Introduction to Ecology	Course Update		11/19/09
BIOL 221	General Microbiology	Course Update		11/19/09
CIS 261	Unix System Administration A	Course Update		11/19/09
CIS	Network Specialist Certificate	New Course		11/19/09
ADPE 90	Hawaiian Dance for Older Adults	New Course	Associate	11/19/09
ALDH 139	Medical Terminology	Course Update		11/19/09
ART 105	Introduction to Art	Course Update		11/19/09
BADM 103	Financial Accounting	Course Update		11/19/09
BADM 50	Applied Accounting I	Course Update		11/19/09
BIOL H100	General Biology Honors	New Course	Associate	11/19/09
BSKL 2A	Reading and Writing Two A	New Course		11/19/09
ELCT 110	Electronics and Computer Technology Fundamentals	Course Update		11/19/09
ELCT 50	A+ Operating Systems Technologies	Course Update		11/19/09
ELCT 78A	Network Fundamentals	Course Update		11/19/09
ELCT 78B	Routing Protocols and Concepts	Course Update		11/19/09
ELCT 78C	LAN Switching and Wireless	Course Update		11/19/09
ELCT 78D	Accessing the WAN	Course Update		11/19/09
ELCT 78E	Advanced Network Routing	Course Update		11/19/09
ELCT 78F	Implementing Secure Converged Wide-Area Networks	Course Update		11/19/09
ELCT 78G	Building Multilayer Switched Networks	Course Update		11/19/09
ELCT 78H	Optimizing and Troubleshooting Networks	Course Update		11/19/09
ELCT 78I	Fundamentals of Network Security	Course Update		11/19/09
ELCT 78J	Fundamentals of Wireless LANs	Course Update		11/19/09
ENGL 235	Children's Literature	Course Update		11/19/09
GUID 50	College Success	Course Update		11/19/09
HIST 155	Women in U.S. History	Course Update		11/19/09
MATH H226	Honors Analytic Geometry and Calculus	Course Update		11/19/09
PEDA 190	Salsa I	New Course	Associate	11/19/09

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR
SUBMITTED BY: Jaye Tashima, Athletics
RECOMMENDED BY: Christopher O'Hearn *Christopher O'Hearn*
APPROVED BY: Robert Silverman *RS*

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum. The period of this agreement is from August 01, 2009, through June 30, 2010.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

The Independent Contractor Agreement is for sports performance training for Athletics.

Fiscal Impact: \$2,000.00 – Volleyball Fundraiser

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum. The period of this agreement is from August 01, 2009, through June 30, 2010.

Legal Review: YES NOT APPLICABLE X


Reference for Agenda: YES NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – IMPEX TECHNOLOGIES, INC. (Virtualization Hardware Technology and Virtualization Storage Technology)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with IMPEX Technologies, Inc. for virtualization hardware and network storage technology to replace existing IT/MIS systems infrastructure. These new systems will provide efficiencies in operation, manpower, and power utilization. It will include installation, setup, and knowledge transfer/training. This item is part one of a two part project.

WSCA Contract Number: B27164 (Virtualization Technologies)

WSCA Contract Number: B27161 (Storage Technologies)

Need:

For the replacement of aging end-of-life IT/MIS systems infrastructure hardware and addition of storage systems. These systems will support future student, and staff applications and services. Will replace existing systems infrastructure with system that are easier to support and maintain. Long term benefits will include lower equipments costs, lower maintenance costs, and efficiencies of operation and lower power consumption. It will also prepare MIS for the move to technology that will be easier and less expensive to operate and support. In addition, this technology will move the campus towards the ability to provide increased levels of service to students and staff 24 hours a day.

Fiscal Impact: \$513,028.80 – Budgeted Item

Recommended Action:

It is recommended Board of Trustees agreement between Victor Valley College and IMPEX Technologies Inc. in the total amount of \$513,028.80.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

IMPEX Technologies, Inc.

Terms and Conditions of Sale

1. AGREEMENT OF SALE - Seller shall sell, deliver, and/or install at the customer location (herein "premises"), the hardware, software, and services described in the System Configuration that is incorporated herein by reference (herein "System").

2. TERMS OF PAYMENT - The full purchase price, including taxes, is due at the time of delivery of the merchandise or as stated on the Seller's invoice. If a trial period has been agreed upon by IMPEX then the payment is due immediately upon the completion of the trial period.

3. DELIVERY - Delivery occurs F.O.B. Seller, freight collect, unless noted otherwise in the quotation. Seller shall use its best efforts to make timely delivery. HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES, AS STATED IN THE QUOTATION ARE APPROXIMATE, AND SELLER SHALL, UNDER NO CIRCUMSTANCES, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY, INSTALLATION, OR SERVICE. DELAY WILL NOT BE GROUNDS FOR CANCELLATION.

4. GRANT OF SECURITY INTEREST - Customer shall acquire title to the System upon payment in full of the Purchase Price, plus all applicable taxes, to Seller. As long as any part of the Purchase Price remains outstanding, title to the System shall remain with Seller, and Seller shall retain a security interest in the System until all amounts due are paid in full. Customer agrees to execute any documents which may be necessary or appropriate to perfect Seller's interest in the System, including but not limited to a UCC1.

5. LIMITED WARRANTIES - Seller warrants the System against defective parts and workmanship for a period equal to the warranty period(s) for each component of the systems as provided by their respective manufacturers and/or developers. Seller's sole obligation under this warranty and the sole and exclusive remedy of the Customer under this warranty is limited to the replacement or repair, at Seller's options, of the defective part(s) or workmanship. The amount of time required to resolve warranty products is determined by the respective manufacturers and/or developers. The repair or replacement of defective part(s) or workmanship is conditioned upon the System not having been altered or repaired by anyone other than Seller, its employees, or agents. Seller shall not be responsible for any defect resulting from the mishandling, abuse, improper storage, accident, negligence, theft, vandalism, fire, water, acts of GOD, or other peril beyond the control of Seller or because of conditions outside of specifications, including but not limited to wiring, electrical power, temperature, humidity or dust; or by cause other than normal use; or due to improper installation by someone other than Seller, its employees, or agents. EXCEPT FOR THE FOREGOING WARRANTY, NO OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE SYSTEM. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR COMMERCIAL LOSS.

6. MAINTENANCE SERVICE FOR CUSTOMERS WITHOUT MASTER SERVICE AGREEMENTS - Service is charged at Seller's then current labor rate. Service provided outside of the business day shall be surcharged at Seller's then current labor rate. All such service work requires that an IMPEX TECHNOLOGIES Work Order Form be completed prior to commencement of work. Maintenance Contracts are available by purchasing a Master Service Agreement which provides for priority response times and on-site repair guarantees.

IMPEX Technologies, Inc.

Terms and Conditions of Sale

- System Administration. Seller to provide remote changes to existing software. (Customer to provide remote access via modem).
- Consultation. Seller to provide consultation regarding the System by way of telephone, electronic mail, voice mail, FAX, postage mail, and/or in person in accordance with Seller's then standard practices and price schedule.
- Software Upgrades. Seller shall offer to upgrade to the software under the following conditions:

- I The upgrade shall be performed at Seller's convenience.
- II Customer shall pay for any labor at the Seller's then current labor rate.
- III Customer agrees to pay for any materials required for the upgrade.

- Parts & Labor. All parts not covered under warranty shall be paid for by customer.
- After expiration of the warranty period, seller will make available to Customer repair and maintenance services in accordance with Seller's then standard practices and price schedule.
- Travel. All travel and expenses incurred by Seller shall be paid for by Customer.

7. **DEFAULT** - If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller by law or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default by the Customer has been cured; disconnect the System or otherwise render it inoperable; cease maintaining or installing the System; cease performing warranty service without extending the warranty period; cease performance of any other obligation undertaken in this agreement or any related agreement with Customer; and repossess the System with or without court proceeding. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest which could be charged under applicable state law. Should Seller institute legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees in the amount allowed by the court.

8. **RESTOCKING** - All sales are final and non-cancellable. If a customer decides to request a return of the equipment after it has been ordered and shipped by the Seller, it is at the sole discretion of the Seller, if it wants to grant return privileges.

9. **FORCE MAJEURE** - The obligations of Seller hereunder shall be suspended to the extent and for the period of time that it is rendered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.

10. **ASSIGNMENT** - Seller shall have the right to assign the installation and maintenance of the System.

11. **CUSTOMER TO PROVIDE** - Customer shall, as specified by Seller, provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, remote access trunk, and if required by local law, conduit. Customer shall pay all utilities charges.

IMPEX Technologies, Inc.

Terms and Conditions of Sale

12. REPRESENTATION OF CUSTOMER - Customer warrants and represents that Customer has been duly authorized by all necessary Corporate procedures or other action of Customer, and that customer's execution of this Agreement will not violate any provision or law of its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party, including that the customer is the end-user of products as required by Seller's vendor agreements.

13. NOTICES - All notices required or permitted to be given under this Agreement may be given by either party to the other by depositing written notice in the United States Mail with registered postage prepaid or by telegram or FAX. Until changed by written notice, such notices shall be directed to Seller at the address which appears at the beginning of this Agreement and to Customer at the Premises.

14. COPYRIGHTS - This Proposal and Agreement is copyrighted by the Seller and represents System Integration efforts not to be forwarded to third-parties without the written consent of the Seller.

15. EMPLOYEE PROTECTION - Due to the consultative-nature of IMPEX TECHNOLOGIES's services being provided to the Customer, the Customer agrees not to hire any IMPEX TECHNOLOGIES employee to do work for the Customer for a period of Two (2) years after this Proposal & Agreement is completed. Throughout the term of this Agreement and for a period of Two (2) year s thereafter, Customer will not, without the prior written consent of IMPEX TECHNOLOGIES (a) solicit for hire or engagement, directly or indirectly, any of IMPEX TECHNOLOGIES personnel or (b) hire or engage, directly or indirectly, any person or entity who is or was employed or engaged by IMPEX TECHNOLOGIES and with whom the hiring party has had contact during this Agreement until the expiration of three-hundred and sixty-five (365) days following the termination of such person's or entity's employment or engagement with IMPEX TECHNOLOGIES. For the purposes of this provision, "solicit" shall not be deemed to include broad based recruiting efforts, including, but not limited to, help wanted advertising and posting of open positions on a party's internet site. If Customer hires or engages, directly or indirectly, any personnel of IMPEX TECHNOLOGIES in violation of (b) above, Customer shall pay IMPEX TECHNOLOGIES a finder's fee equal to five (5) times the annual compensation rate for such personnel.

16. ENTIRE AGREEMENT - Quotes are good for 15 days. Quotes are subject to immediate revision if/when vendor's prices go up. This Agreement supersedes all earlier proposals and negotiations between Seller and Customer, and no representation or statement not expressed herein shall be binding upon Seller. This Agreement may be changed only by an instrument in writing signed by the parties hereto and shall be governed by the laws of the State of California. If part of this Agreement is prohibited, the remainder of Agreement will still be valid. This Agreement is binding upon the successors of the parties hereto.

Quotation



Quote # ITIQ7673-06
Date 11/11/09
Sales Rep Veronika Pavlov

Quote To:

Brian Hatchell
 Victor Valley Community College
 18422 Bear Valley Road
 Victorville, 92395
 (760)245-4271

Quote From :

IMPEx Technologies, Inc.
 2311 W 205th St., Suite 104
 Torrance, CA 90501-1455
 Ph: (310)320-0280
 Fax: (310)320-0290

Qty	Part Number	Description	Unit Price	Ext. Price
HP BLADECENTER CHASSIS				
1	507015-B21	HP BladeSystem c-Class c7000 ROHS Enclosure Power module HP Single Phase Power Module Power supply 6 HP BladeSystem c7000 Power Supplies Fan 10 HP BladeSystem c7000 Fans Management module HP BLc7000 Management Module HP Insight Software - installed 16 ICE-BL Licenses - Insight Control Environment for BladeSystem Warranty Warranty - 3 years - parts, labor, onsite - next business day	\$9,209.06	\$9,209.06
1	UE487E	HP 5year 4-hour 24x7 c7000 Enclosure HW Support	\$1,397.48	\$1,397.48
2	410916-B21	HP Cisco Catalyst Blade Switch 3020 for HP c-Class BladeSystem	\$2,610.72	\$5,221.44
2	UC013E	HP 5year 4-hour 24x7 SAN Blade Switch HW Support	\$1,382.78	\$2,765.56

FOB Point : Origin
 Ship Date :
 Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
 Installation : Billable Upon Request
 Warranty : Standard Mfg. Warranty

Veronika Pavlov 310-320-0280 Ext 625

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Qty	Part Number	Description	Unit Price	Ext. Price
2	403626-B21	HP 4Gb Fibre Channel Pass Thru Module for c-Class Blade System HP BLADES	\$3,218.32	\$6,436.64
3	447707-B21	Configurable- HP ProLiant BL460c G6 Server Blade Base HP ProLiant BL460c G6 Server Blade 507864-B21 Quad-Core Intel® Xeon® Processor E5540 (2.53GHz, 8M Cache, 80 Watts, 1066MHz) 507794-L21 HP 24GB PC3-10600R 6x4GB 2Rank Memory 500658-24G Quad-Core Intel® Xeon® Processor E5540 (2.53GHz, 8M Cache, 80 Watts, 1066MHz) 507794-B21 HP 24GB PC3-10600R 6x4GB 2Rank Memory 500658-24G Storage controller Embedded P410i (SAS Array Controller) HP 512MB P-Series BBWC (requires a HP SA P410 or P411 Controller) 462967-B21 HP 146GB 3G Hot Plug 2.5 SAS Dual Port 15,000 rpm Enterprise Hard Drive 504062-B21 HP 146GB 3G Hot Plug 2.5 SAS Dual Port 15,000 rpm Enterprise Hard Drive 504062-B21 RAID 1 drive set (requires matching 2 hard drives) 339778-B21 Network card 2 Embedded 1Gb/10Gb Multifunction Network Adapters Server management Integrated Lights-Out 2 (iLO2) Standard Blade Edition (integrated on motherboard) Warranty 3-Year Limited Warranty Included	\$5,443.90	\$16,331.70
3	403619-B21	HP QMH2462 4Gb Fibre Channel HBA	\$536.06	\$1,608.18
3	UK074E	HP 5-year, 4-hour, 24x7 BL4xxc Server Blade Hardware Support - electronic	\$832.02	\$2,496.06

HP BLADES

FOB Point :	Origin	Payment Terms :	Net 30 Days, OAC
Ship Date :		Installation :	Billable Upon Request
Quote Valid Until :	30 Days	Warranty :	Standard Mfg. Warranty

Veronika Pavlov 310-320-0280 Ext 625

Confidentiality Notice:
This document contains information that is proprietary, confidential or legally privileged. Any such information is intended only for use by the original recipient, and may not be used or relied upon by a third party. Please do not disseminate this proposal without the permission of IMPEX Technologies, Inc. This confidentiality notice does not constitute an offer by IMPEX Technologies, Inc. of products, but is provided in order to allow a purchase order to IMPEX Technologies, Inc. to be placed on this price quotation. Such a purchase order will be subject to IMPEX's standard terms and conditions of sale.

Qty	Part Number	Description	Unit Price	Ext. Price
5	507864-B21	Configurable- HP ProLiant BL460c G6 Server Blade HP ProLiant BL460c G6 Server Blade Quad-Core Intel® Xeon® Processor X5570 (2.93GHz, 8M Cache, 95 Watts, 1333MHz) 507791-L21 HP 48GB PC3-8500R 6x8GB 2Rank Memory 516423-48G Quad-Core Intel® Xeon® Processor X5570 (2.93GHz, 8M Cache, 95 Watts, 1333MHz) 507791-B21 HP 48GB PC3-8500R 6x8GB 2Rank Memory 516423-48G Storage controller Embedded P410i (SAS Array Controller) HP 512MB P-Series BBWC (requires a HP SA P410 or P411 Controller) 462967-B21 HP 146GB 3G Hot Plug 2.5 SAS Dual Port 15,000 rpm Enterprise Hard Drive 504062-B21 HP 146GB 3G Hot Plug 2.5 SAS Dual Port 15,000 rpm Enterprise Hard Drive 504062-B21 RAID 1 drive set (requires matching 2 hard drives) 339778-B21 Network card 2 Embedded 1Gb/10Gb Multifunction Network Adapters Server management Integrated Lights-Out 2 (iLO2) Standard Blade Edition (integrated on motherboard) Warranty 3-Year Limited Warranty Included	\$13,513.22	\$67,566.10
5	403619-B21	HP QMH2462 4Gb Fibre Channel HBA	\$536.06	\$2,680.30
5	UK074E	HP 5-year, 4-hour, 24x7 BL4xxc Server Blade Hardware Support - electronic	\$832.02	\$4,160.10
Installation Services				
1	UE602E	HP I&S Service BladeCenter Infrastructure	\$3,501.00	\$3,501.00
1	UE494E	HP Installation C-Class Server Blade & Enclosure	\$480.00	\$480.00
SubTotal HP BladeCenter				\$123,853.62
Hardware				

FOB Point : Origin
Ship Date :
Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
Warranty : Standard Mfg. Warranty

Veronika Pavlov 310-320-0280 Ext 625

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Qty	Part Number	Description	Unit Price	Ext. Price
Software License (With special Edu Discounts) Electronic Delivery				
16	VS4-ENT	VMWARE VSPHERE 4 ENT FOR 1 CPU	\$1,422.56	\$22,760.96
80	VS4-ENT-G-SS S-A	VMWARE GOLD SNS FOR VSPHERE ENT FOR 1 CPU 1YR	\$288.19	\$23,055.20
1	VCS-STD-A	VMWARE VCENTER SERVER 4 STANDARD FOR VSPHERE	\$2,479.19	\$2,479.19
5	VCS-STD-3G-S SS-A	VMWARE GOLD SNS FOR VCENTER SERVER STD 1YR	\$500.78	\$2,503.90
1	CON-ESX	VMware PS Training & Jumpstart 5 Days	\$13,500.00	\$13,500.00
141	SVC-CR-0	TRAINING CREDITS PREPAID VSPHERE 4 FAST TRACK EQUIVALENT	\$100.00	\$14,100.00
SubTotal VMware Solution				\$78,399.25

1 WSCA The terms and conditions of the CA - STATE OF CALIFORNIA (WSCA NASPO) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

EMC CELERRA UNIFIED STORAGE SOLUTION

1	NS122-A-FD	NS-120 INT-2DM-4GB-4 CU GIGE PORTS (FIELD)		
1	NS-4PDAE-CR	4G DAE FIELD INSTALL		
2	NS4-4PDAE	4G DAE FACTORY OR FIELD INSTALL		
1	AUX-M1GI-A	CELERRA 2 PORTS GB ISCSI SLIC PAIR FOR AUX FACT		
1	NS120-AUXF-C R	NS-120 CAPTIVE ARRAY NO ISCSI. 8 FC PORTS. FIELD		
1	NS120-CS-FD	NS-120 CONTROL STATION (FIELD INSTALLED)		
14	NS-SA07-010			

FOB Point : Origin
 Ship Date :
 Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
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Veronika Pavlov

310-320-0280 Ext 625

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Qty	Part Number	Description	Unit Price	Ext. Price
		ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R		
14	NS-4G15-450	450GB 15K 520BPS 12V 4GB FC		
1	V-NS4-14615K	VAULT PACK WITH CX4 SERIES 146GB 15K 4GB DRIVES Q		
1	NS-SA07-010HS	ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R HS		
1	NS-4G15-450HS	450GB 15K 520BPS 12V 4GB FC HS		
1	AX4-5SFP	SPARE AX4-5 SFP FOR I/O MODULE		
1	NS122-AUXCBL	NS-122 CABLE KIT 2 SPS DUAL BLADE		
	2			
1	MODEM-US	UNITED STATES MODEM		
1	NS120-SPS	NS-120 OPTIONAL SECOND SPS. FACTORY INSTALL		
4	NAVAGT-VMWK	NAVI AGENT VMWARE MEDIA		
	IT			
1	SV4-KIT	SNAPVIEW KIT FOR CX4 FAMILY		
1	NAV4-KIT	Navisphere Manager CX4 Media Kit		
1	NS120-DCD	CELERRA NS-120 DOCUMENT AND CD		
1	NS120-IS-DCD	NS-120 ISCSI DOC AND CD SOFTWARE KIT		
1	MVA4-KIT	MIRRORVIEW/A KIT FOR CX4 FAMILY		
1	VP4-KIT	VIRTUAL PROVISIONING CX4 MEDIA KIT		
1	SV4-120	SNAPVIEW FOR CX4-120		
1	CX412C-KIT	CX4-120 DOCS COMMON RTU & POWERPATH		
1	MVA4-120	MIRRORVIEW/A FOR CX4-120		
1	VP4-120			

FOB Point : Origin
Ship Date :
Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
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Veronika Pavlov

310-320-0280 Ext 625

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Qty	Part Number	Description	Unit Price	Ext. Price
		VIRTUAL PROVISIONING FOR THE CX4-120		
1	NS120-CIFS-L	CELERRA NS-120 CIFS LICENSE		
1	NS120-FCOPT-L	CELERRA NS-120 BE ENABLEMENT LICENSE		
1	NS120-IS-AL	CELERRA NS-120 ACCOMPANYING ISCSI LICENSE		
1	NAV-NS120	NAVI MGR LICENSE FOR FC ENABLED NS-120		
1	PS-BAS-INGUI	RACK & STACK WITH CSA INSTALL		
1	CE-VALPAKNS	CELERRA VALUEPAK		
1	CE-VIDVPKNS	CELERRA VIDEO VALUEPAK		
1	M-PRESW-001	60 MO PREMIUM SOFTWARE SUPPORT		
1	M-PRESW-004	60 MO PREMIUM SW SUPPORT - OPEN SW		
1	WU-PREHW-001	60 MO PREMIUM HARDWARE SUPPORT - WARR UPG		
1	M-PREHW-001	60 MO PREMIUM HARDWARE SUPPORT		
EMC SAN FABRIC				
2	BRSFP-4GSW8P	BRCD LBL 4GB SHORT WAVE SFPS 8PACK		
2	DS300B-4G8PU	DS-300B 4G 8PORT UPGRADE KIT		
2	DSBRLKT-B	DSB SW GEN RCK KIT -B		
2	DS-300B	DS-300B 8/24P BASE SWITCH		
2	C13-PWR-12-B	US/NA 5-15P TO C13 POWER CORD-B		
1	PS-BAS-4HSME	SME CLARiiON SAN 4HOST QS		
1	WU-PREHW-001			

FOB Point : Origin
Ship Date :
Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
Warranty : Standard Mfg. Warranty

Veronika Pavlov 310-320-0280 Ext 625

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Qty	Part Number	Description	Unit Price	Ext. Price
		PREMIUM HARDWARE SUPPORT - WARR UPG		
1	M-PREHW-001	PREMIUM HARDWARE SUPPORT		
1	NS122-A-FD	NS-120 INT-2DM-4GB-4 CU GIGE PORTS (FIELD)		
1	NS-4PDAE-CR	4G DAE FIELD INSTALL		
2	NS4-4PDAE	4G DAE FACTORY OR FIELD INSTALL		
1	AUX-M1GI-A	CELERRA 2 PORTS GB ISCSI SLIC PAIR FOR AUX FACT		
1	NS120-AUXF-C R	NS-120 CAPTIVE ARRAY NO ISCSI. 8 FC PORTS. FIELD		
1	NS120-CS-FD	NS-120 CONTROL STATION (FIELD INSTALLED)		
24	NS-SA07-010	ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R		
2	NS-SA07-010HS	ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R HS		
1	V-NS4-1K72K	VAULT PACK W CX4 SERIES 1TB 7200 SATA DRIVES QTY 5		
1	AX4-5SFP	SPARE AX4-5 SFP FOR I/O MODULE		
1	NS122-AUXCBL 2	NS-122 CABLE KIT 2 SPS DUAL BLADE		
1	MODEM-US	UNITED STATES MODEM		
1	NS120-SPS	NS-120 OPTIONAL SECOND SPS. FACTORY INSTALL		
4	NAVAGT-VMWK IT	NAVI AGENT VMWARE MEDIA		
1	MVA4-KIT			

FOB Point : Origin
Ship Date :
Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
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Veronika Pavlov

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Qty	Part Number	Description	Unit Price	Ext. Price
		MIRRORVIEW/A KIT FOR CX4 FAMILY		
1	SV4-KIT	SNAPVIEW KIT FOR CX4 FAMILY		
1	NAV4-KIT	Navisphere Manager CX4 Media Kit		
1	NS120-DCD	CELERRA NS-120 DOCUMENT AND CD		
1	NS120-IS-DCD	NS-120 ISCSI DOC AND CD SOFTWARE KIT		
1	VP4-KIT	VIRTUAL PROVISIONING CX4 MEDIA KIT		
1	SV4-120	SNAPVIEW FOR CX4-120		
1	MVA4-120	MIRRORVIEW/A FOR CX4-120		
1	CX412C-KIT	CX4-120 DOCS COMMON RTU & POWERPATH		
1	VP4-120	VIRTUAL PROVISIONING FOR THE CX4-120		
1	NS120-CIFS-L	CELERRA NS-120 CIFS LICENSE		
1	NS120-FCOPT-L	CELERRA NS-120 BE ENABLEMENT LICENSE		
1	NS120-IS-AL	CELERRA NS-120 ACCOMPANYING ISCSI LICENSE		
1	NAV-NS120	NAVI MGR LICENSE FOR FC ENABLED NS-120		
1	PS-BAS-INGUI	RACK & STACK WITH CSA INSTALL		
1	CE-VALPAKNS	CELERRA VALUEPAK		
1	CE-VIDVPAKNS	CELERRA VIDEO VALUEPAK		
1	M-PREHW-001	60 MO PREMIUM HARDWARE SUPPORT		
1	M-PRESW-001	60 MO PREMIUM SOFTWARE SUPPORT		
1	M-PRESW-004	60 MO PREMIUM SW SUPPORT - OPEN SW		

FOB Point : Origin
Ship Date :
Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
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Qty	Part Number	Description	Unit Price	Ext. Price
1	WU-PREHW-00 1	60 MO PREMIUM HARDWARE SUPPORT - WARR UPG		
SubTotal EMC SAN Solution				\$283,513.35
Pricing based on WSCA NASPO Price Agreement # B27161				
			SubTotal	\$485,766.22
			Sales Tax	\$25,884.05
			S/H	\$1,378.53
			Total	\$513,028.80

FOB Point : Origin
Ship Date :
Quote Valid Until : 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
Warranty : Standard Mfg. Warranty

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**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT - VECTOR RESOURCES ENTERPRISE NETWORK SOLUTIONS

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with Vector Resources Enterprise Network Solutions for switching technology as part of the IT/MIS Virtualization Project. These new systems will provide efficiencies in operation, manpower, and power utilization. It will include installation, setup, and knowledge transfer/training.

CMAS State Contact Number: 3-00-70-0876B

Need:

Conversion and Upgrade of the existing aging technology to support the virtual environment. The equipment is needed to support and provide the needed redundancy and operational requirements of the Virtualization Project for IT/MIS. Vector will be providing Cisco equipment that will integrate with the existing campus capital investment of Cisco products in support of this project. By using Cisco we can capitalize on the existing investment in Cisco product training and knowledge received by personnel. Long term efficiencies will include power management efficiencies and savings, efficiencies in systems management time and costs, and efficiencies of overall operation. This technology provides Victor Valley College District with the capability to expand and scale as the campus grows and new student and staff support services needed and increasing our ability towards 24 hours a day and redundant operations

Fiscal Impact: \$186,966.16 – Budgeted Item

Recommended Action:

It is recommended Board of Trustees approve the agreement between Victor Valley College and Vector Resources Enterprise Network Solutions in the total amount of \$186,966.16.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

TABLE OF CONTENTS

1.0	Scope of Work
1.1	Detailed Pricing
	Terms and Conditions of Contract (SignatureRequired)

1.0 Scope of Work

1.1

Vector Resources will drop ship the below listed Cisco equipment to Victor Valley College. Included in this quote is 24 hours of Vector Service at \$150 per hour. The service will be for cutover support and/or training, to be scheduled by Victor Valley College.

**Support labor is priced for normal business hours. Any after hours work requested will have a change order submitted for a labor price increase to \$225 per hour. If the 24 hours are exhausted, additional work will be billed on a T&M basis at \$150 per hour.

SolarWinds Details: (This proposal does not include a server for NCM)

Orion Network Configuration Manager (NCM) delivers affordable, easy-to-use network configuration and change management. Orion NCM can be used standalone or can be integrated with Orion Network Performance Monitor (NPM) to provide a unified, intuitive view into enterprise-wide network health that displays configuration health indicators alongside performance statistics. You're going to love having a complete solution that accelerates troubleshooting and ensures a stable, high-performing network – no matter how large or small.

Orion NCM simplifies managing network configuration files in multi-vendor network environments with a highly intuitive web interface that offers point-and-click simplicity and easy access to configuration data. Plus, Orion NCM continuously monitors device configurations and provides immediate notification of configuration changes to help you resolve problems before they impact users.

With Orion NCM, you can quickly fix issues without having to manually Telnet or SSH into devices to change configuration parameters. Orion NCM also makes it easy to generate and analyze compliance reports to confirm that your devices are meeting regulatory and corporate standards.

Orion NCM Highlights:

Quickly troubleshoot network issues with immediate visibility into the cause-and-effect relationship between configuration management errors and network performance
Enable network devices for Cisco® EnergyWise energy management and activate specific EnergyWise policies on capable network devices

Receive real-time alerts when network configuration changes occur to protect against and quickly respond to unauthorized, unscheduled, or erroneous changes
Detect configuration policy violations to ensure compliance with federal regulations and corporate standards

Schedule automated backups of all device configurations in complex network environments

Simultaneously modify configurations, change community strings, update ACLs, and block MAC addresses across many devices

Instantly inventory network device hardware with just a few clicks including out-of-the-box reports for assets and serial numbers

Vector Resources, Inc.

California State License No. 654046
8647 Ninth Street, Rancho Cucamonga, CA 91730
(800) 929-4516

Compare start-up and running configuration files to troubleshoot device configurations issues

DETAILED PRICING

NETWORK HARDWARE

NETWORK HARDWARE

	Quantity	Unit Cost	Material	Labor	Total
Enh C6509 Chassis, 9slot, 15RU, No Pow Supply, No Fan	1	5,510.00	5,510.00	0.00	5,510.00
Sub-Total			5,510.00	0.00	5,510.00

	Quantity	Unit Cost	Material	Labor	Total
Cat 6500 Supervisor 720 with 2 ports 10GbE and MSFC3	1	22,040.00	22,040.00	0.00	22,040.00
6509-E Chassis Fan Tray	1	287.10	287.10	0.00	287.10
Catalyst 6000 3000W AC Power Supply	2	1,740.00	3,480.00	0.00	3,480.00
C6K 8 port 10 Gigabit Ethernet module with DPC3C (req. X2)	2	21,750.00	43,500.00	0.00	43,500.00
10GBASE-CX4 X2 Module	5	348.00	2,088.00	0.00	2,088.00
10G SFP +	2	116.00	232.00	0.00	232.00
10GBASE-SR SFP Module	2	1,041.10	2,082.20	0.00	2,082.20
Catalyst 6500 24 Port GIGE Mod, Fabric-Enabled (Req. SFPs	2	8,700.00	17,400.00	0.00	17,400.00
SMARTNET 8X5XNBD VS-C6509E-S720-10G	5	5,118.75	25,593.75	0.00	25,593.75
GE SFP,LC Connector SX Multimode Transceiver	12	290.00	3,480.00	0.00	3,480.00
Catalyst 3560E 48 10/100/1000 PoE+2*10GE(X2),750W,IPB	2	7,827.10	15,654.20	0.00	15,654.20
SMARTNET 8X5XNBD WS-C3560E-48PD-S	10	810.00	8,100.00	0.00	8,100.00
Catalyst 2350 48 10/100/1000 + 2 10GE X2 + AC PS	2	3,074.00	6,148.00	0.00	6,148.00
SMARTNET 8X5XNBD Catalyst 2350 48 10/100/1000 + 2	10	229.50	2,295.00	0.00	2,295.00
10GBASE-CX4 X2 Module	8	348.00	2,784.00	0.00	2,784.00
24 Hours of Labor	1	0.00	0.00	3,600.00	3,600.00
Orion NCM (100 device license)	1	3,534.35	3,534.35	0.00	3,534.35
5m cable for 10GBase-CX4 module	7	141.60	991.20	0.00	991.20
1000BASE-T SFP	12	223.73	2,684.76	0.00	2,684.76
3 Meter LC/SC Multimode Fiber Jumper	16	45.50	728.00	0.00	728.00
Sub-Total			163,102.56	3,600.00	166,702.56
Project Sub-Total			168,612.56	3,600.00	172,212.56
Sales Tax					14,753.60
Project Total					186,966.16

Vector Resources, Inc.
 California State License No. 654046
 8647 Ninth Street, Rancho Cucamonga, CA 91730
 (800) 929-4516

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

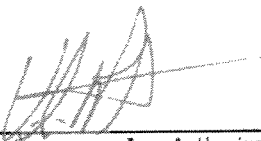
All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

Purchase Order Number Due Upon Signing,
Monthly Progress Invoices to be Billed due Net 30,
Balance Due Upon Completion due Net 30
This proposal is valid for 30 days only

Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Job Total \$186,966.16



Victor Resources, Inc. Authorized Signature
Virlin M. Peterson

Date 11/17/2009

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date


Print Name

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AMEND AGREEMENT – DATATEL INC.

SUBMITTED BY: Deanna Turnbeau, Management Information Systems

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to amend its original contract with Datatel to include attachments A-D. These additions include four new modules. The Portal allows for ease of maneuvering between WebAdvisor and Blackboard. It also provides additional services such as a personalized home page, easy access to VVC's learning management system, newsfeeds, etc. WebAdvisor e-Advising allows for on-line counseling services. Continuing Ed and WebAdvisor Instant Enrollment will allow Victor Valley College to process all fee-based courses via Datatel and will allow for on-line registration services.

Need:

These additional Datatel modules will improve services to students and staff by allowing for business continuity, self-service, and increased on-line services.

Fiscal Impact: Total \$238,420.00 – Budgeted Item

- Perpetual Term Software - \$125,700
- Annual Term Software - \$7,940
- Extended Services - \$88,000
- Enhancement and Support Services - \$16,780

Recommended Action:

It is recommended Board of Trustees approve an amendment to the agreement between Victor Valley College and Datatel, Inc. in the total amount of \$238,420.00

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

ACTIVE CAMPUS PORTAL

Datatel's Active Campus Portal leverages the open architecture of SharePoint to deliver a superior user experience for students, faculty, and staff. Administrative offices on separate campuses can operate cohesively, students can establish ad hoc groups, and faculty members can collaborate with administrative staff, colleagues, and peers.

The Portal delivers a unique Web-based experience for students and others across campus. Everyone has a personalized home page, with access to all the information and resources they need at their fingertips, including learning management systems, registration, calendaring, newsfeeds, and virtually any other resource they choose. It also incorporates approximately 50 pre-built personas for specialized institutional roles such as student, bursar, faculty, executive, and advisor. Each persona can be extensively tailored by the user and the institution to address personal preferences, requirements, and business needs.

WEBADVISOR E-ADVISING

e-Advising supplements formal advisor/advisee relationship models, stabilizes walk-in advising centers, and enables self-service advising. A few of the benefits to students are that they can:

- Create and modify a plan of courses for an academic program using course planning worksheets;
- Select course sections for registration using a program evaluation as a search filter;
- Add courses to their course planning worksheet, using their program evaluation as a search filter;
- Email their advisors without leaving the program;
- Run a program evaluation to check their progress in a current program, or run a "what-if" evaluation for another program the student is considering to see what requirements of that program are met;
- And much more.

CONTINUING EDUCATION

We can reduce redundancy, increase productivity, and improve student satisfaction. Currently all fee-based courses are processed manually and in-person. The Continuing Ed solution allows VVC to capture all data for fee-based courses within our student information system just like a credit course. This will allow for better reporting, a transcript of students fee-based courses, and payment features. It also enables users to perform in-depth marketing analyses to track enrollment trends.

WEBADVISOR INSTANT ENROLLMENT

Datatel Colleague Instant Enrollment workflow allows students to browse courses and schedules, select and register for courses, and make payments all on-line from the comfort of their own home. It also allows for:

- Marketing analysis to track enrollment
- Lead tracking to determine campaign effectiveness
- Record maintenance to eliminate duplications
- Real-time policy checking throughout Colleague



ATTACHMENT A
PERPETUAL TERM SOFTWARE

Victor Valley College and DATATEL, INC. ("Datatel") agree on this _____ day of _____, 2009, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will license to Victor Valley College and Victor Valley College will accept license of the following software programs/modules, installation services and related documentation (the "Software").

Description	Price
Datatel Portal License	\$45,000
Colleague Database Port Fee Victor Valley College is granted the right for the Colleague Perpetual Term Software at Release 18 or higher to access the Microsoft SQL Server Database. Victor Valley College must separately license the Microsoft SQL Server Database software from its owner	\$70,000
Operating System Port Fee UNIX to Windows Operating System	\$20,000
Operating System Port Fee included in Database Port Fee	(\$20,000)
WebAdvisor Instant Enrollment License	\$2,700
WebAdvisor e-Advising License	\$18,000
Less Student Education Plan	(\$10,000)
Total	\$125,700

Software License Fee..... \$125,700
Sales Tax (please submit a copy of your tax exempt certificate if applicable)..... As Incurred
NET CASH BALANCE DUE..... **\$125,700**

Victor Valley College
October 12, 2009
Tom O'Rourke/Peggy Schneider

Initials: KMB
Datatel _____ Customer _____



ATTACHMENT B
ANNUAL TERM SOFTWARE

Victor Valley College and DATATEL, INC. ("Datatel") agree on this _____ day of _____, 2009, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will license to Victor Valley College and Victor Valley College will accept license of the following software programs/modules, installation services and related documentation (the "Software"). The annual Renewal Date is July 1st. The first year of this Agreement, the license fee shall be prorated from the date of this Agreement.

Description of Software Licensed Under this Agreement			
	Annual License	Software Maintenance	Total Annual Fee
ODS Orchestrator Standalone	\$6,345	\$1,595	\$7,940
Total Annual Term License Fee			\$7,940

First Year Annual Term Software License Fee..... \$7,940
Sales Tax (please submit a copy of your tax exempt certificate if applicable) As Incurred
NET CASH BALANCE DUE..... \$7,940

Victor Valley College
 October 12, 2009
 Tom O'Rourke/Peggy Schneider

Initials

KMB

Datatel

Customer

Rev: 120407-add

No: V09:100709:D2



**ATTACHMENT C
EXTENDED SERVICES**

Victor Valley College and DATATEL, INC. ("Datatel") agree on this _____ day of _____, 2009, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will provide services (the "Services") to Victor Valley College and Victor Valley College will purchase stated Services during a period of twelve (12) consecutive months (the "Term").

Description	Hours	Cost
Continuing Education Solution		
Implementation Services:		
Strategic Planning and Discovery for CE 1 day onsite, 4 hours to complete the project plan and timeline. Please have members of the CE department, as well as representatives from the registrar's office, accounts receivable and curriculum/faculty management participate, so we can determine how credit courses are currently setup and what will need to be added/adjusted to support CE.	12	\$3,000
Colleague for Continuing Education Workshop 3 days onsite. This workshop includes: overview of the Colleague system for Continuing Education. discussion on effective course management, registration, instructor management, billing and interactive customer outreach and marketing tools. This will serve as the foundation for the full display of how to use Colleague for CE. Please have members of the CE department, as well as representatives from the registrar's office, accounts receivable, and curriculum/faculty management areas.	24	\$6,000
Effective Instructor Management for CE 2 days onsite. This session will address set-up and use of Colleague to manage the specific needs of instructor assignments and management for CE.	16	\$4,000
Effective Course Management and Registration for CE 2 days onsite. This session will the set-up and use of Colleague to manage the specific needs of courses, sections, and registration for CE.	16	\$4,000
Workflow Improvement Workshop (also known as Business Process Analysis) 2 days onsite. This is an onsite workshop to rethink business processes specific to CE and design new and improved workflows that will take advantage of automation where possible.	16	\$4,000
Flexible Billing Options for CE 3 days onsite. This session will address the setup for an effective, automated solution for billing needs.	24	\$6,000
Reporting Solutions for CE 2 days onsite. Two days of Datatel consulting to help set-up and address reporting needs and techniques. Further analysis of custom reports can be done as well if desired.	16	\$4,000

Victor Valley College
 October 12, 2009
 Tom O'Rourke/Eggy Schneider

Initials:

KMB

Datatel

Customer

Key: 120407-add

No: V09:100709:D3

Description	Hours	Cost
Continuing Education Solution		
Estimated General Consulting for CE 5-10 days onsite and remote (\$2000/day) Amount of consulting will be determined based on the Strategic Planning and Discovery service. Typically CE implementations include 5-10 days, which can include: implementing instant enrollment, reporting assistance, live simulation, setup assistance.	60	\$15,000
Success Partner for Implementing CE 4.5 days remote (6 hours per month for 6 months - 36 hours) Regular remote oversight of progress from beginning of project to live implementation. Includes assistance with resolving issues and challenges toward live date. Helps client make sure goals are being met as well as works with client to schedule all services.	36	\$9,000
Total for CE Implementation	220	\$55,000

Description of Services	Hours	Cost
Degree Audit Discovery for e-Advising: Evaluate current DA setup in light of DA enhancements and new modules	8	2,000
Implementation Planning: Project planning to establish strategy, goals and schedule	8	2,000
Application Consulting: Application support for eAdvising implementation (additional days used for assisting with recommended DA changes)	64	16,000.00
Total	80	\$20,000

Description of Services	Hours	Cost
Instant Enrollment Discovery: Overview of the Instant Enrollment workflow as well as discussion and recommendations regarding all necessary setup for this workflow. Setup includes: guest login setup duplicate checking criteria setup billing setup academic level setup registration control and registration users setup non-degree/CE Web registration parameters customizations to the Personal Identification form.	4	1,000
Consulting: Application support for Instant Enrollment implementation to include discussion and recommendations on: guest login setup, duplicate checking criteria, setup billing, setup academic level, setup registration control, and registration users setup, CE Web registration parameter setup.	40	10,000
Live Simulation: To ensure and test the setup, the Datatel Professional Services consultant will spend one day onsite to support Live Simulation testing.	8	2,000
Total	52	\$13,000

Fees..... \$88,000
Sales Tax (please submit a copy of your tax exempt certificate if applicable) As Incurred
NET CASH BALANCE DUE AS DELIVERED..... \$88,000

Victor Valley College
October 12, 2009
Tom O'Rourke/Peggy Schneider

Initials:

KMB

Datatel

Customer

Rev: 120407-add

No: V09:100709:D4



how higher education does business.

Statement of Work
for
Victor Valley College – V09

Datatel Portal
Implementation Services

Prepared by
Portal Services Practice
Datatel Professional Services
October 16, 2009

V090910B
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Rebecca Barrett
Manager, Portal Services Practice
Phone: 703-261-2110
Fax: 703-449-6952
Email: rkb@datatel.com

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**Statement of Work
Datatel Portal
Implementation Services
V090910B**

Client ID & Institution: V09 Victor Valley College
Client Contact: Deanna Turnbeau
Client Phone Number: 760-245-4271
Client Fax Number: 760-245-9744
Client Email Address: turnbeaud@vvc.edu

A. Introduction: This document outlines Datatel, Inc.'s (Datatel) service approach for implementing the Datatel Portal at Victor Valley College ("the client").

This Statement of Work (SOW) includes work segments that will be completed as part of the deployment. Note that while each segment is listed separately, it is possible that some steps within the segments can be done concurrently. The format of this document is not meant to serve as the timeline or order.

This Statement of Work is to authorize Datatel Portal Implementation Services.

B. Project Scope

1. The scope of the project is outlined in the chart below.

Datatel Portal Implementation Project Scope REQUIRED Datatel Portal IMPLEMENTATION SERVICES		
Service Segment	Segment Explanation	Estimated Price
Preparation, Planning & Project Launch Discovery	The Preparation, Planning and Discovery process includes an opening series of phone meetings, an onsite series of discovery interviews and discussions with the client's Portal Project Leadership Team. Outcomes will include a high-level project timeline, recommended sequencing for the services and activities to support the client's specific goals and objectives for the Portal deployment; advice and best practices on developing a project charter and forming the Leadership/Portal Advisory teams.	\$4,000
SharePoint Installation and Configuration	Consultant will install MS SharePoint in two (2) environments (test & production). These services may also provide consulting on: <ul style="list-style-type: none"> • SharePoint Server – installation and configuration/evaluation • Active Directory – installation and configuration/evaluation • IIS - configuration/evaluation • SQL Server - installation and configuration/evaluation 	\$5,000
Datatel Portal Installation & Configuration	Basic installation two (2) environments(test & production) of the Datatel Portal and the technical consulting needed to configure the technical infrastructure supporting the Datatel Portal: <ul style="list-style-type: none"> • Datatel delivered templates and web parts • WebAdvisor 3.1.1 web part configuration • Web UI web part configuration • Colleague LDAP integration and synchronization with Active Directory • Single sign on 	\$5,000

Datatel Portal Implementation Project Scope		
REQUIRED Datatel Portal IMPLEMENTATION SERVICES		
Service Segment	Segment Explanation	Estimated Price
Additional Technical Consulting	Additional services to assist in setups and configurations for IMAP/POP3 email web part, Web Advisor, Colleague Workflow Management, Web UI or ActiveDirectory.	\$6,000
Single Sign On (SSO) for Blackboard Interface	Datatel's technical team will configure single sign on (SSO) for Blackboard in the portal test & production environment.	\$6,000
Colleague 4.0 Learning Service Package	The new interface incorporates Microsoft Silverlight technology, and brings to bear a new concept in Colleague – context. By having a person in context, you can easily move from one form to another to complete tasks. The college will need to purchase a web server for this upgrade. Self-paced Colleague User Interface 4.0 Learning Services Package which includes online learning for the Colleague system administrator, online learning for end users as well as a set of instructional materials for delivering instructor-led training in a classroom environment.	\$999
Datatel Portal Administration Training	The Datatel Portal Administration Class will provide instruction on installing and configuring the Datatel web parts, best practices for administration of the client's ActiveCampus Portal, and techniques for providing ongoing maintenance of the system. Number of seats estimated = 2.	\$2,970
Colleague Optimization for Datatel Portal	These services will guide the client through optimizing Colleague to capitalize on key Datatel Portal integration and functionality. Areas of focus include Core, Curriculum Management, HR, and Communications Management.	\$2,000
Datatel Portal Governance	These services will guide the client's Datatel Portal Advisory Team through the process of building a best practice Governance model that will manage the institution's Datatel Portal objectives, roles, policies/procedures, and communications.	\$2,000
Datatel Portal Information Architecture	These services will guide the client through developing its Datatel Portal Information Taxonomy, including categories and subcategories of topics found on the Datatel Portal.	\$2,000
Content Contributor's Workshop	This two-day workshop provides content builders with the skills necessary to create informational pages, to determine whether templates are needed and to build out the taxonomy map once it is determined.	\$2,000
End User Training	This two-day workshop provides end users with the skills needed to navigate the portal and maximize their use of SharePoint functionality.	\$4,000
Datatel Portal Banner & Logo Consulting	This service includes a kick off call to gather requirements and collect logo & colors. A day-and-a-half (1-1/2 days) of a consulting working remotely in the test environment. A half-day (1/2 day) to apply changes and to transfer the knowledge to the client on how to make the changes in production and best practices for branding.	\$4,000

Datatel Portal Implementation Project Scope		
REQUIRED Datatel Portal IMPLEMENTATION SERVICES		
Service Segment	Segment Explanation	Estimated Price
SharePoint and Datatel Portal Business Process Consulting	<p>These services will provide the client with consulting towards streamlining existing processes and communications – both through Datatel's Portal tools and features native to SharePoint. Key areas of focus:</p> <ul style="list-style-type: none"> • Consulting in leveraging native SharePoint functions and features – such as document management, team sites, My Sites, lists, surveys, discussion boards, workflow. • Consulting positioning the client to capitalize on Datatel Portal features through process mapping/re-engineering, review of shadow systems, website/network content review. 	\$8,000
SuccessPartner	<p>Datatel will assign a dedicated resource who will serve as the client's single-point-of-contact within Datatel for the Datatel Portal implementation twelve (12) hours/months for nine (9) months.</p> <p>In this role, Datatel's assigned Business Practice Manager (BPM) will:</p> <ul style="list-style-type: none"> • serve as the client's dedicated contact within Datatel for questions and issue resolution • build a detailed implementation schedule aimed at achieving the client's Datatel Portal objectives • monitor the client's Datatel Portal implementation service budget • monitor the overall project timeline with the client's project manager via regular phone conferences and e-mail contact • lead a series of progress meetings to assess adoption success and to develop plans for the client's next stage of Datatel Portal deployment • provide counsel on necessary timeline and operational adjustments • coordinate Datatel service providers for both on-site and remote project work. 	\$21,600
Total Required Datatel Portal Implementation Services		\$75,569

2. Due Date

- i. A delivery schedule will be determined upon approval of this statement of work.
- ii. The Datatel Business Practice Manager will work with the client to determine a timeline for the service segments listed above.

3. Assumptions

- i. The client project leader will lead this project at the institution site and will be the main point of contact for Datatel throughout the implementation.
- ii. The Datatel Business Practice Manager will serve as client's primary point of contact at Datatel.
- iii. The client implementation team will be available to the Datatel service providers as the project progresses, particularly on the days in which services are scheduled either remotely or onsite.
- iv. Any changes or additions to the scope of this Statement of Work will be managed through the Datatel Business Practice Manager and the client contact.
- v. Standard Professional Services policies apply. These can be found at <https://www.datatel.com/education/policies.cfm>.

4. Client Responsibilities

- i. The client will provide Datatel consultants with access to appropriate software and functionality in compliance with the institution's security and access policies.
- ii. The client is required to provide Datatel access to their servers via a Virtual Private Network (VPN) connection that is supplied by Cisco.
- iii. The client will identify and provide access to the appropriate staff members to work with the service provider throughout the implementation process.
- iv. The client staff will attend training/workshops/consulting engagements when scheduled. Recommended attendees (by function/role) will be defined prior to all training dates.
- v. The client staff will have completed preparation activities prior to all training/workshops/consulting engagements.
- vi. The client will identify and provide actual person/student/faculty/staff records to be used for testing.
- vii. The client IT staff will create security classes based on information and guidance provided by the Datatel consultant.
- viii. The client will ensure that the software release on their system is up-to-date and all patches released by Datatel have been loaded into the Live and Test environments as specified for Datatel Portal installation and operation.
- ix. The client will document processes, decisions and end user training materials.

5. Out of Scope Items

Any services not identified in the segment list above.

6. Change Management Process

- i. Any changes to the requirements or scope of the project must be documented in writing and approved by both Rebecca Barrett (rkb@datatel.com) and Deanna Turnbeau.
- ii. Deanna Turnbeau of Victor Valley College is the only resource authorized to submit and approve changes to Datatel.
- iii. Datatel will analyze each change for schedule and price impact and submit the analysis and recommendation to Victor Valley College.

C. Termination for Convenience

1. **Termination of a Statement of Work for Convenience:** Victor Valley College may terminate any outstanding Statement of Work, or any portion of a Statement of Work, for convenience with written notice to Datatel. Upon receipt of such notice, Datatel will have a thirty (30)-day notice period during which Datatel will inform Victor Valley College of the extent to which performance is completed, and will wind down work in progress in an orderly fashion. The end of the notice period is considered the effective date of termination. On the effective date of termination and upon payment by Victor Valley College as outlined below, Datatel will deliver to Victor Valley College any completed Deliverables and Deliverables-in-progress that then exist.
2. **Payment upon Termination:** Datatel will be paid for all Services performed through the effective date of termination, plus associated reimbursable expenses and termination costs as follows:
 - i. For any Services being provided on a time and materials basis, Datatel will be paid at the applicable rates for all hours of Services actually performed through the effective date of termination;
 - ii. For any Services being provided on a fixed-price basis, Datatel will be paid for any deliverables provided to Victor Valley College through the effective date of termination, as well as payment for deliverables in progress based on the percentage of completion of those deliverables; and

- iii. Datatel will be paid for Reimbursable Expenses incurred through the effective date of termination. In addition, unless Victor Valley College is terminating the Statement of Work for cause, Datatel will be reimbursed for the costs and expenses reasonably incurred by Datatel to terminate its performance of the Services earlier than anticipated. Datatel will use commercially reasonable efforts to minimize Victor Valley College's termination costs under this section.

In addition, Datatel reserves the right to charge a cancelation fee of 25 percent of the remaining balance on the total SOW, or the remaining balance of the portion of the SOW that is being canceled.

D. Fees and Expenses; Billing and Payment Terms

1. Fees and Expenses

- i. Datatel will perform the professional services described herein and provide the deliverables specified under the Project Scope.
- ii. For Time and Material contract work, services will be billed as incurred. If issues arise during the Service event described in this SOW that may cause the time to exceed the estimate, the additional time will be billed to the client.
- iii. Datatel's Time and Material rates as of this contract date are:

Rate Category	Supported Client Rate (US\$)
Application Training	\$312.50/hr
Technical Training	\$375.00/hr
Application, Technical, Planning or Miscellaneous Consulting	\$250.00/hr
Technical Programming	\$225.00/hr
Off-Hours Consulting	\$375.00/hr

- iv. The following estimate is based on Datatel's experience in performing the services specified under the Project Scope. If the SOW is accepted, the daily/hourly rates for the services described above are valid for a period of twelve (12) months from the signed date of the original contract.

Billing Category	Estimated Price
Fixed Price	\$25,569
Time and Materials	\$50,000
Total Estimated Price	\$75,569

- v. This proposal is valid for a period of ninety (90) days from the date of receipt.


2. Billing and Payment Terms

- i. SuccessPartner is a fixed-price service @ \$2,400/month and is not discountable.
- ii. Billing and payment for the all other professional services and out-of-pocket expenses provided herein will be in accordance with the Datatel General Terms and Conditions. Other agreements separately signed by the Parties, including any Services Budget Plans, may be set up to cover this work.

E. Terms and Conditions

This Statement of Work is subject to the Terms and Conditions agreed to and separately signed by the Parties and expressly incorporated by reference herein.

F. Acceptance

Victor Valley College:	Datatel, Inc.:
Signed: _____	Signed: _____
By: _____ (Client Approver Printed Name)	By: Rebecca Barrett
Title: _____ (Client Approver Title)	Title: Manager, Portal Services Practice
Date: _____	Date:  _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – DATATEL, INC.

SUBMITTED BY: Deanna Turnbeau, Management Information Systems

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with Datatel, Inc. for Server Migration services. These services will be used to move from a UNIX platform to an SQL platform. Datatel will assist VVC in this migration by providing a Data scanner analysis, migrating the database, installation and clean up services, the purchase of Data Orchestrator ODS, a non-envision reporting assessment, and programming assistance.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

VVC is in a position that Datatel hardware (server) must be replaced in order to prevent possible data loss. The current system is at end of life and a rapidly growing database requires additional memory. Datatel is planning to move to either a sequel or oracle platform in the future. Based on this information and the need to replace VVC current hardware, the move to a sequel environment is in VVC's best interest.

Fiscal Impact: \$137,750.00 – Budgeted item

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Datatel in the amount of \$137,750.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

7.4



how higher education does business.

Statement of Work
for
Victor Valley College - V09

Server Migration

Prepared by
IT Infrastructure Services Team
Datatel Professional Services
October 19, 2009

V090910A
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Richard Evans
Manager of IT Infrastructure Services
Phone: 703-261-2254
Fax: 703-449-6952
Email: rae@datatel.com

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**Statement of Work
Server Migration
V090910A**

Client ID & Institution: V09 Victor Valley College
Client Contact: Deanna Turnbeau
Client Phone Number: 760-245-4271
Client Fax Number: 760-245-9744
Client Email Address: turnbeaud@vvc.edu

A. Introduction: This document outlines Datatel's services approach to the migration from Colleague Release 18 (UniData) to Colleague Release 18 (SQL). This Statement of Work (SOW) includes all phases of tasks that need to be completed for a successful migration. While each section is listed separately, it is possible that some steps within the sections can be done concurrently. The format of the document is not meant to serve as the timeline or order.

B. Project Scope

1. Project Scope Description

The scope, services, and deliverables for undertaking this project are itemized below.

Services Package	Estimated Price	Services Description
Scanner Result Analysis	\$3,000	The R18 Data scanners must be run. This process involves reviewing the data error report and providing you with the information needed to ensure your data is SQL compliant.
SQL Database Migration - Test and Production	\$66,250	<ol style="list-style-type: none"> 1. SQL Server Installation 2. R18 infrastructure Installation on New Servers 3. Create R18 Clean 4. Test Migration 1 and 2 <ul style="list-style-type: none"> • Clone R18 Clean to R18 SQL Test (assumes two clones) • Migrate R18 UniData data to R18 SQL Test (migrated from UniData Production) (assumes two times) 5. Production Migration <ul style="list-style-type: none"> • Clone R18 Clean to R18 SQL Production • Migrate R18 UniData data to R18 SQL Production (migrated from UniData Production) (assumes business hour rates) 6. Database and Reporting Project Coordination 7. Technical Mentoring - A dedicated consultant will help resolve issues and help guide you through the process and/or answer questions in support of your migration needs. 8. Technical Consulting: This is for budgeting additional funds to support the migration process.
DataOrchestrator ODS	\$9,500	<ol style="list-style-type: none"> 1. DataOrchestrator ODS implementation 2. DataOrchestrator ODS Product Overview and Essentials
Non-Envision Reporting Assessment	\$8,000	The Datatel consultant will work with the client to develop a comprehensive list of all required non- envision reports with a distinction between those reports that need to be rewritten to work within the SQL environment versus any new reports needed to meet end-user requirements. This list will include a mapping to a recommended SQL report equivalent. This assumes two days onsite and two days remote services to finalize the information.

Services Package	Estimated Price	Services Description
Custom migration	\$11,000	1. Migrate Custom Programming from UniData LPR to SQL LPR (8 hours) 2. Migrate Custom Directory Structures in Test 1, Test 2, and Production Assumption: Client will package custom software programs. Additional time may be required to analyze and report back errors. The level of effort to migrate custom programs and directory structures will be scoped according to size and quantity and may require additional time.
Report Development for the Migration	\$40,000	The reports developed for migration are based on the prioritization from the Reporting Assessment. Estimate: 20 days of effort. The number of reports depends on their complexity.
Services Total	\$137,750	

2. Project Due

A delivery schedule will be determined upon approval of this statement of work.

3. Client Responsibilities

- i. The client will test all deliverables and report any errors or issues immediately following delivery.
- ii. The client will communicate all issues immediately to the assigned Project Coordinator.
- iii. The client will respond to Datatel requests in a timely manner so as not to impact the identified timeline.
- iv. The client must have met the Release 18 File System Requirements
- v. The consultant will execute the service remotely using Cisco VPN.
- vi. All users must be out of the new server during the installation.
- vii. Hardware meets at least minimum specifications (https://www.datatel.com/support/hardware_configurations.cfm).
- viii. The client will create a method for the Windows server and Unix server to communicate for the copy which will have been established prior to the migration taking place.
- ix. Others as determined at each section of the project.

4. Out of Scope Items

Anything not included in the Project Scope will be deemed out of scope.

5. Change Management Process

- i. Any changes to the requirements or scope of the project must be documented in writing and approved by both Richard Evans (rae@datatel.com) and Deanna Turnbeau.
- ii. Deanna Turnbeau of Victor Valley College is the only resource authorized to submit and approve changes to Datatel.
- iii. Datatel will analyze each change for schedule and price impact and submit the analysis and recommendation to Victor Valley College.

C. Termination for Convenience

1. **Termination of a Statement of Work for Convenience:** Victor Valley College may terminate any outstanding Statement of Work, or any portion of a Statement of Work, for convenience with written notice to Datatel. Upon receipt of such notice, Datatel will have a thirty (30)-day notice period during which Datatel will inform Victor Valley College of the extent to which performance is completed, and will wind down work in progress in an orderly fashion. The end of the notice period is considered the effective date of termination. On the effective date of termination and upon payment by Victor Valley College as outlined below, Datatel will deliver to Victor Valley College any completed Deliverables and Deliverables-in-progress that then exist.
2. **Payment upon Termination:** Datatel will be paid for all Services performed through the effective date of termination, plus associated reimbursable expenses and termination costs as follows:
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 - ii. For any Services being provided on a fixed-price basis, Datatel will be paid for any deliverables provided to Victor Valley College through the effective date of termination, as well as payment for deliverables in progress based on the percentage of completion of those deliverables; and
 - iii. Datatel will be paid for Reimbursable Expenses incurred through the effective date of termination. In addition, unless Victor Valley College is terminating the Statement of Work for cause, Datatel will be reimbursed for the costs and expenses reasonably incurred by Datatel to terminate its performance of the Services earlier than anticipated. Datatel will use commercially reasonable efforts to minimize Victor Valley College's termination costs under this section.

In addition, Datatel reserves the right to charge a cancelation fee of 25 percent of the remaining balance on the total SOW, or the remaining balance of the portion of the SOW that is being canceled.

D. Fees and Expenses; Billing and Payment Terms

1. Fees and Expenses

- i. Datatel will perform the professional services described herein and provide the deliverables specified under the Project Scope.
- ii. For Time and Material contract work, services will be billed as incurred. If issues arise during the Service event described in this SOW that may cause the time to exceed the estimate, the additional time will be billed to the client.
- iii. Datatel's Time and Material rates as of this contract date are:

Rate Category	Supported Client Rate (US\$)
Application Training	\$312.50/hr
Technical Training	\$375.00/hr
Application, Technical, Planning or Miscellaneous Consulting	\$250.00/hr
Technical Programming	\$225.00/hr
Off-Hours Consulting	\$375.00/hr

- iv. The following estimate is based on Datatel's experience in performing the services specified under the Project Scope. If the SOW is accepted, the daily/hourly rates for the services described above are valid for a period of twelve (12) months from the signed date of the original contract.

Billing Category	Estimated Price
Time and Materials	\$137,750

- v. This proposal is valid for a period of ninety (90) days from the date of receipt

2. Billing and Payment Terms

Billing and payment for the all other professional services and out-of-pocket expenses provided herein will be in accordance with the Datatel General Terms and Conditions. Other agreements separately signed by the Parties, including any Services Budget Plans, may be set up to cover this work.

E. Terms and Conditions

This Statement of Work is subject to the Terms and Conditions agreed to and separately signed by the Parties and expressly incorporated by reference herein.

F. Acceptance

Victor Valley College:	Datatel, Inc.:
Signed: _____	Signed: <u>Richard A Evans</u>
By: _____ (Client Approver Printed Name)	By: Richard Evans
Title: _____ (Client Approver Title)	Title: Manager of IT Infrastructure Services
Date: _____	Date: <u>October 20, 2009</u>

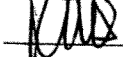
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – COUNTY OF SAN BERNARDINO -HEAD START

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with the County of San Bernardino Head Start program to provide child care services to qualifying children of Victor Valley College and other children in the High Desert. The agreement will be for ten (10) years beginning February 1, 2010.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

This agreement will provide needed revenue to the District and Child Development Center, and will allow more children to be served.

Fiscal Impact: Annual revenue to the District of \$160,000 – Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the agreement the County of San Bernardino for lease space.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

New Change Cancel		Vendor Code		SC		Dept.		Contract Number	
County Department				Dept.		Orgn.		Contractor's License No.	
Real Estate Services Department									
County Department Contract Representative				Telephone		Total Contract Amount			
David H. Slaughter, Director				(909) 387-7813		\$			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount
							\$		\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
					59002736		\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
RSC	HPS	186					\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
							\$		
Project Name				Estimated Payment Total by Fiscal Year					
Victorville – PSD				FY	Amount	I/D	FY	Amount	I/D
18422 Bear Valley Road									

CONTRACTOR Victor Valley Community College District

Federal ID No. or Social Security No. 95-6006576

Contractor's Representative Kelley L. Johnson, Director

Address 18422 Bear Valley Road, Victorville, CA 92395-5850

Phone (760) 245 – 4271 Ext. 2754

Nature of Contract: *(Briefly describe the general terms of the contract)*

This Lease Contract is for a period of ten (10) years with two (2) five-year options to extend. Lease premises consist of 8,558 square feet. Rent is based on the exclusive use of 6,571 square feet of office and classroom space at a rate of \$1.50 per square foot per month for the first year and shared use of 1,987 square feet of office, restroom and other work areas at a rate of \$.75 per square foot per month for the first year. Rent is increased 2% annually.

Landlord will provide all interior and exterior maintenance. LANDLORD to provide custodial service and security and pay water, sewer, trash, electricity and all other utilities. COUNTY to provide its own telephone service.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
 County Counsel	 	 Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

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

COUNTY OF SAN BERNARDINO

LEASE AGREEMENT

LANDLORD: Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395-5850

COUNTY: COUNTY OF SAN BERNARDINO
Real Estate Services Department
825 East Third Street
San Bernardino, CA 92415-0832

PREMISES: Child Development Center (a portion of)
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395-5850

TERM OF LEASE: Ten (10) years with two (2) five-year option(s)

COMMENCEMENT DATE OF LEASE: February 1, 2010

COST PER SQUARE FOOT: \$1.33 full service

COUNTY CONTRACT NUMBER:

REV: 9/22/2009

TYPED:

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Exhibit "A", Premises Specifications

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NOTE: There is no Exhibit "B" to this Lease

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LEASE AGREEMENT

1. **PARTIES:** This lease ("Lease") is made between Victor Valley Community College District ("LANDLORD"), and the County of San Bernardino ("COUNTY"), ("Parties") who agree as follows:

2. **PREMISES LEASED:** LANDLORD leases to COUNTY and COUNTY leases from LANDLORD 8,558 square feet of building, real property, and other improvements, with parking spaces, including handicapped parking, located at 18422 Bear Valley Road, Victorville, CA ("Premises"), as described in Exhibit "A", Premises Specifications.

3. **TERM:**

a. **Initial Term.** The Lease's initial term ("Initial Term") shall commence on February 1, 2010 ("Commencement Date") and end on January 31, 2020 ("Ending Date").

b. **Early Access.** LANDLORD shall allow the COUNTY early access ("Early Access") to the Premises at any time prior to the Commencement Date for the purpose of the COUNTY or its representatives installing communications equipment, modular furniture, alarms and such other items that the COUNTY may reasonably desire and to inspect the status of the construction of the Improvements, as defined in Paragraph 41, IMPROVEMENTS, for the Premises. COUNTY shall exercise its Early Access rights at a time and in a manner that will not unreasonably interfere with LANDLORD's business operations. If COUNTY totally or partially occupies the Premises under this Early Access provision prior to the Commencement Date, the obligation to pay rent shall be abated for the period of the Early Access. All other terms of this Lease shall, however, be in effect during such period. Any such Early Access shall not affect the Commencement Date or the Ending Date.

c. **Early Possession.** The COUNTY may elect to totally or partially take possession of the Premises at any time prior to the scheduled Commencement Date ("Early Possession"). COUNTY shall exercise its Early Possession rights at a time and in a manner that will not unreasonably interfere with LANDLORD's business operations. If COUNTY totally or partially takes possession of the Premises under this Early Possession provision prior to the Commencement Date, the obligation to pay rent for only that portion of the Premises possessed shall commence for the period of such Early Possession. The COUNTY may vacate all or any portion it has possessed as Early Possession without in any manner affecting the Commencement Date, the Ending Date or any other portion of the Lease. All other terms of this Lease shall, however, be in effect during such period. Any such Early Possession shall not affect the Commencement Date or the Ending Date.

d. **Delay in Possession.** LANDLORD agrees to use all commercially reasonable efforts to deliver possession of the Premises to COUNTY by the Commencement Date. If as a result of causes beyond LANDLORD's reasonable control, LANDLORD is unable to deliver possession as agreed, this Lease shall not be voidable, nor shall such failure affect the validity of this Lease. If possession is not delivered within ninety (90) days after the Commencement Date, COUNTY can elect to terminate this Lease by giving written notice to LANDLORD at any time before LANDLORD delivers possession of the Premises to COUNTY. If COUNTY elects to terminate

this Lease pursuant to this provision, COUNTY shall be discharged of all obligations under this Lease.

4. **RENT:**

a. Rent is based on the exclusive use of 6,571 square feet of office and classroom space at a rate of \$1.50 per share foot per month for the first year and shared use of 1,987 square feet of office, restroom and other work areas at a rate of \$.75 per square foot per month for the first year, as set forth in Exhibit "A" Premises Specifications. COUNTY shall pay to LANDLORD the following monthly rental payments in arrears on the last day of each month, commencing when the term commences, continuing during the term.

Commencement thru January 31, 2011 - monthly payments of \$11,347.

February 1, 2011 thru January 31, 2012 - monthly payments of \$11,574.

February 1, 2012 thru January 31, 2013 - monthly payments of \$11,805.

February 1, 2013 thru January 31, 2014 - monthly payments of \$12,041.

February 1, 2014 thru January 31, 2015 - monthly payments of \$12,282.

February 1, 2015 thru January 31, 2016 - monthly payments of \$12,528.

February 1, 2016 thru January 31, 2017 - monthly payments of \$12,779.

February 1, 2017 thru January 31, 2018 - monthly payments of \$13,035.

February 1, 2018 thru January 31, 2019 - monthly payments of \$13,296.

February 1, 2019 thru January 31, 2020 - monthly payments of \$13,562.

b. Rent for any partial month shall be prorated based on the actual number of days of the month. LANDLORD shall accept all rent and other payments from COUNTY under this Lease via electronic funds transfer (EFT) directly deposited into the LANDLORD's designated checking or other bank account. LANDLORD shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

5. **EXPANSION OF RENTAL SPACE:**

a. LANDLORD shall not lease or extend an existing lease covering all or any part of the area of the building in which the Premises are located that is marked on Exhibit "A" as Expansion Space ("Expansion Space") to a third party without first notifying COUNTY that LANDLORD intends to lease part or all of the Expansion Space. At any time during the term of this Lease that all or any part of the Expansion Space is not leased to a third person, COUNTY shall have the option to add to the Premises any part or all of the Expansion Space that is not leased to a third party. In the event LANDLORD makes or receives a bona fide offer to actually lease or extend an existing lease on some or all of the Expansion Space, LANDLORD shall provide COUNTY with written notice of LANDLORD's intention to lease (or extend an existing lease) some or all of the Expansion Space to a third party. LANDLORD's notice to COUNTY shall include all material terms of the third-party offer. COUNTY shall have thirty (30) days from COUNTY's receipt of LANDLORD's notice to determine whether COUNTY wishes to add any part or all of the Expansion Space identified in the third-party offer to the Premises. LANDLORD shall have the right to lease to a third party (or extend an existing lease with such third party), on the terms set forth in LANDLORD's notice to COUNTY, any part of the

Expansion Space mentioned in the third-party offer as to which COUNTY has not notified LANDLORD of COUNTY's agreement to lease within thirty (30) days after COUNTY's receipt of LANDLORD's notice. If COUNTY does not exercise its option to add the Expansion Space mentioned in the third party offer to the Premises, and LANDLORD is unable to consummate the transaction described in the third-party offer with such third party, COUNTY's rights under this paragraph shall be reinstated automatically. Further, COUNTY's rights under this paragraph shall accrue anytime any of the Expansion Space is not leased to a third party or becomes available.

b. If COUNTY exercises its option to lease the Expansion Space or part of it, the Expansion Space or part of it shall be included within the Premises and leased to COUNTY pursuant to all provisions of this Lease, including, without limitation, the provisions relating to LANDLORD's Improvements, rent and parking. Additional parking spaces will be added to the Premises at the rate of four (4) additional parking space(s) for each one thousand (1,000) square feet of Expansion Space leased. The rent payable under this Lease shall be increased proportionately by the sum of (i) the basic rental rate per square foot of floor area for each square foot of floor area in the Expansion Space leased by COUNTY, as set forth in **Subparagraph 6a(1), OPTION TO EXTEND TERM**, plus (ii) the cost per square foot of floor area of all improvements made to the Expansion Space leased by COUNTY amortized over the balance of the unexpired portion of the Initial Term. All Improvements shall be made pursuant to plans and specifications, prepared by LANDLORD and approved by COUNTY. LANDLORD shall deliver said plans and specifications to COUNTY within thirty (30) days of COUNTY's election to lease the Expansion Space, or part thereof. The construction of all Improvements shall be governed by **Paragraph 42, LANDLORD'S IMPROVEMENTS**. COUNTY's obligation to pay rent on the Expansion Space shall be governed by **Paragraph 4, RENT**. The parties shall immediately execute an amendment to this Lease stating the addition of the Expansion Space or part thereof to the Premises and the additional rent for the Expansion Space.

c. If prior to executing this Lease, LANDLORD granted a third party an option to lease or extend an existing lease for all or part of the expansion space, the third party's option will take precedence over the COUNTY's right of first refusal and option set forth in subparagraphs a and b, above. Additionally, if during the term of this Lease, LANDLORD follows the provisions of subparagraphs a and b, above, and thereafter grants a third party an option to lease or extend an existing lease for all or part of the expansion space, the third party's option will take precedence over the COUNTY's right of first refusal and option set forth in subparagraphs a and b, above.

6. **OPTION TO EXTEND TERM:**

a. LANDLORD gives COUNTY the option to extend the term of the Lease on the same provisions and conditions, except for the monthly rent, for two (2) five-year periods ("extended terms") following expiration of the Initial Term, by COUNTY giving notice of its intention to exercise the option to LANDLORD prior to the expiration of the preceding term or during any holding over pursuant to **Paragraph 8, HOLDING OVER**. The rent for each extended term shall be adjusted by good faith negotiation of the parties to the fair market rental rate then prevailing based upon the rental rates of comparable leased property in San Bernardino County.

7. **RETURN OF PREMISES:** The COUNTY agrees that it will, upon any termination of this Lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

8. **HOLDING OVER:** In the event the COUNTY shall hold over and continue to occupy the Premises with the consent of the LANDLORD, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease.

9. **TAXES:** LANDLORD shall pay all real property taxes, and general and special assessments levied and assessed against the Premises.

10. **USE AND CLOSURE:** COUNTY shall occupy and use the Premises during the term hereof for the purposes of COUNTY business. COUNTY will close its operation on the same days LANDLORD's operations are closed as stated in the annual Academic Calendar.

11. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this Lease, LANDLORD, at its sole expense will ensure the Premises meet the applicable requirements of all Health, Safety, Fire and Building Codes, statutes, regulations and ordinances for public and governmental buildings, including any requirements for a notice of completion, certificate of occupancy, California Title 24 requirements and the Americans with Disabilities Act ("ADA"). Specifically, LANDLORD must ensure there is an accessible path of travel from public transportation to the Premises pursuant to Title 24. Additionally, LANDLORD warrants that any improvements on or in the Premises which have been constructed or installed by LANDLORD or at LANDLORD's direction shall comply with all applicable covenants or restrictions of record and applicable Codes, statutes, regulations and ordinances in effect on the Commencement Date. LANDLORD also warrants to COUNTY that LANDLORD has no knowledge of any claim having been made by any governmental agency that a violation or violations of applicable Codes, statutes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Should the continued occupancy of the Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety, Fire and Building Codes, statutes, regulations or ordinances for public and governmental buildings, the LANDLORD shall correct, update and comply with said changes at LANDLORD's cost.

12. **SIGNS:** COUNTY will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law.

13. **MAINTENANCE:**

a. Except as specifically provided in **subparagraph 13c**, below, LANDLORD at its cost shall perform such inspections, maintenance and repairs as are necessary to ensure that all portions of the Premises, including but not limited to the following, are at all times in good repair and safe condition:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof; and,

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems owned or controlled by LANDLORD lying outside the Premises; and,

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises; and,

(4) Heating, ventilation and air conditioning (HVAC) systems servicing the Premises *(additionally, air-conditioning and heating filters are to be changed quarterly. Upon commencement of this lease agreement and every three (3) years thereafter, LANDLORD is to provide an air balance certificate and maintenance of HVAC servicing); and,

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora; and,

(6) The servicing of fire extinguishers or any other fire suppression equipment attached to the facility; and,

(7) Interior maintenance and janitorial services. Janitorial services must be performed in a workman-like manner by a licensed and qualified independent janitorial contractor, and are to include but are not limited to the items set forth in Exhibit "B", Janitorial Services. LANDLORD shall perform interior maintenance and janitorial services at a time and in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

b. Without in any way affecting LANDLORD's duty to inspect, maintain and repair the Premises and regardless of whether any specific notice of need for maintenance or repair is provided to LANDLORD by the COUNTY, the COUNTY may request specific maintenance or repairs. Any such request may be made orally, by telephone or otherwise. If, (a) COUNTY gives notice to LANDLORD of a condition requiring maintenance or repairs, and LANDLORD does not commence the performance of its maintenance or repair obligations within ten (10) days of receiving such notice, or does not diligently prosecute its obligations to completion thereafter, or (b) in the case of an emergency, whether or not COUNTY has given notice to LANDLORD, LANDLORD does not immediately perform its obligations, COUNTY can perform the obligations and have the right to be reimbursed for the sum COUNTY actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum expended by COUNTY shall be due from LANDLORD to COUNTY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any

manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld.

14. **ALTERATIONS:** COUNTY shall not make any structural or exterior improvements or alterations to the Premises without LANDLORD's consent. Any such alterations shall remain on and be surrendered with the Premises on expiration or termination of the Lease.

15. **FIXTURES:** The Premises was constructed to serve as a child care facility, and contains certain exterior playground equipment which will not be removed or disposed of without LANDLORD'S prior written consent and shall remain the property of LANDLORD at the termination of the lease. However, COUNTY shall have the right during the term(s) of this lease to install shelving and fixtures, to include but not limited to, exterior playground equipment and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, playground equipment, improvements, and alterations shall remain the property of the COUNTY and may be removed by the COUNTY during the term(s) of this lease or within a reasonable time thereafter, provided that the COUNTY restores the Premises to the condition as it existed at the commencement of this lease, reasonable wear and tear excluded, or the COUNTY may elect to surrender all or any part of such shelving, fixture, improvements and alterations, however excluding exterior playground equipment, to the LANDLORD, in which case COUNTY shall have no duty to restore the Premises. Any such election to surrender must be in writing, and must be accepted by LANDLORD to be effective.

16. **UTILITIES:** LANDLORD shall furnish to the Premises and pay all service charges and related taxes for electric, gas, water, sewer, trash, fire alarm service and all other utilities. COUNTY shall furnish and pay for security, vending machines and its own telephone service including pay telephones.

17. **HOLD HARMLESS:**

a. The LANDLORD agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the LANDLORD's negligent acts or omissions which arise from the LANDLORD's performance of its obligations under this Lease.

b. COUNTY agrees to indemnify and hold harmless the LANDLORD, its officers, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the COUNTY's negligent acts or omissions which arise from the COUNTY's performance of its obligations under this Lease.

c. In the event the COUNTY and/or the LANDLORD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Lease, the COUNTY and/or LANDLORD shall indemnify the other to the extent of its comparative fault.

d. Furthermore, if the COUNTY or LANDLORD attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the COUNTY and LANDLORD

agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

18. **INSURANCE SPECIFICATIONS:**

a. COUNTY and LANDLORD are self-insured public entities for purposes of professional liability, general liability and Workers' Compensation. COUNTY and LANDLORD each warrant that through their programs of self-insurance, each has adequate professional liability, general liability, and Workers' Compensation to provide coverage for liabilities arising out of COUNTY's and LANDLORD's respective obligations under this agreement. LANDLORD shall provide a certificate of participation in an approved self-insurance program prior to the effective date of this lease Agreement and annually, unless more frequently requested by the COUNTY

19. **DESTRUCTION OF PREMISES:**

a. During the term of this Lease, if any casualty renders a portion of the Premises unusable for the purpose intended, then LANDLORD shall, at LANDLORD's expense, restore the Premises and repair any damages caused by such casualty as soon as reasonably possible and this Lease shall continue in full force and effect. If LANDLORD does not commence the restoration of the Premises in a substantial and meaningful way within thirty (30) days following the LANDLORD's receipt of written notice of the casualty, or should LANDLORD fail to diligently pursue completion of the restoration of the Premises, or if the time required to restore the Premises is estimated to exceed ninety (90) days, COUNTY may, at its option, terminate this Lease immediately upon written notice to the LANDLORD. If COUNTY elects to terminate this Lease pursuant to this provision, COUNTY shall be discharged of all future obligations under this Lease. Alternatively, if LANDLORD fails to commence the restoration of the Premises or fails to diligently pursue the completion of the restoration as aforesaid, COUNTY may, at its option and in its sole discretion, after notice to LANDLORD, perform LANDLORD's obligations and restore the Premises if such restoration is approved by LANDLORD. If COUNTY elects to restore the Premises, and such restoration is approved by COUNTY, COUNTY shall have the right to be reimbursed for all sums it actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of LANDLORD's obligations. The sum paid by COUNTY shall be due from LANDLORD to COUNTY within thirty (30) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. COUNTY shall forward to LANDLORD receipts and/or documentation supporting the amount withheld. For the purposes of this paragraph, the phrase "commence . . . in a substantial and meaningful way" shall mean either the unconditional authorization of the preparation of the required plans, the issuance of any required Building Permits or the beginning of the actual work on the Premises.

b. In the event there is a destruction of a portion of the Premises as set out in **subparagraph a above**, there shall be an abatement or reduction of the rent between the date of destruction and the date of completion of restoration or the date of termination of this Lease, whichever comes first. The abatement or reduction of the rent shall be in proportion to the degree to which COUNTY's use of the Premises is impaired.

c. In the event there is a destruction of a portion of the Premises as set out in **subparagraph a**, above, and the Lease is not terminated because of such destruction, LANDLORD agrees to use any and all insurance proceeds received for said destruction in the restoration of the Premises.

d. In the event LANDLORD is to restore the Premises as provided in this paragraph, LANDLORD shall restore, at LANDLORD's expense, any structural or exterior improvements or alterations to the Premises made by COUNTY pursuant to **Paragraph 14, ALTERATIONS**, of this Lease, but shall not be responsible for restoring any shelving, fixtures, or interior nonstructural improvements or alteration made by the COUNTY pursuant to **Paragraph 15, FIXTURES**, of this Lease.

e. It is the purpose and intent of this paragraph to determine who shall bear the initial responsibility for restoration of the Premises in the event of any such destruction and not to determine the party ultimately responsible for the costs of such restoration.

20. **LANDLORD'S DEFAULT:** Except where another time limit is specifically provided, LANDLORD shall be in default of this Lease if LANDLORD fails or refuses to perform any material provisions of this Lease and such failure or refusal to perform is not cured within thirty (30) days following LANDLORD's receipt of written notice of default from COUNTY. If the default cannot reasonably be cured within thirty (30) days, LANDLORD shall not be in default of this Lease if LANDLORD commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

21. **COUNTY'S REMEDIES ON LANDLORD'S DEFAULT:** COUNTY, at anytime after LANDLORD is in default, can terminate this Lease immediately upon written notice to LANDLORD or can cure the default at LANDLORD's cost. If COUNTY at any time, by reason of LANDLORD's default, pays any sum or does any act that requires the payment of any sum (including charges for COUNTY's employees and equipment), the sum paid by COUNTY shall be due from LANDLORD to COUNTY within thirty (30) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the COUNTY is permitted by law to charge from the date the sum was paid by COUNTY until COUNTY is reimbursed by LANDLORD. If LANDLORD fails to reimburse COUNTY as required by this paragraph, COUNTY shall have the right to withhold from future rent due the sum COUNTY has paid until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

22. **COUNTY'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by COUNTY:

a. The vacating for more than thirty (30) consecutive days or abandonment of the Premises by COUNTY.

b. The failure by COUNTY to perform any material provisions of this Lease to be performed by COUNTY, including the payment of rent, where such failure shall continue for a period of thirty (30) days after notice by LANDLORD to COUNTY; provided, however, that if the nature of COUNTY's default is such that more than thirty (30) days are reasonably required for its cure, then COUNTY shall not be deemed to be in default if COUNTY commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

23. **LANDLORD'S REMEDIES ON COUNTY'S DEFAULT:**

a. In the event of any default by COUNTY, which is not cured by COUNTY, LANDLORD may, at its election, terminate this Lease by giving COUNTY thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this paragraph, LANDLORD shall have the right to recover from COUNTY the following amounts for any and all damages, which may be the direct or indirect result of such default:

(1) The worth, at the time of the award, of the unpaid rent that has been earned at the time of termination of this Lease; and,

(2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that LANDLORD proves could not have been reasonably avoided; and,

(3) 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 loss of rent that LANDLORD proves could not have been reasonably avoided; and,

(4) Any other amount necessary to compensate LANDLORD for all detriment proximately caused by COUNTY's default which LANDLORD proves could not have been reasonably avoided.

(5) "The worth, at the time of the award," as used in **subparagraphs a(1) and a(2)** of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in **subparagraph a(3)** of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

b. Notwithstanding **subparagraph a**, above, on any termination of the Lease for default pursuant to this paragraph, the amount LANDLORD shall have the right to recover from COUNTY for any and all damages which may be the direct or indirect result of such default shall not exceed the amount LANDLORD would have been entitled to receive had the COUNTY terminated the Lease under **Paragraph 41, COUNTY'S RIGHT TO TERMINATE LEASE**.

24. **LANDLORD'S ACCESS TO PREMISES:** LANDLORD and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition; and,
- b. To do any necessary maintenance and to make any restoration to the Premises that LANDLORD has the right or obligation to perform; and,
- c. To serve, post, or keep posted any notices required by law; and,
- d. To post "for sale" signs at any time during the term, to post "for rent" or "for Lease" signs during the last three (3) months of the term; and,
- e. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the term.

LANDLORD shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to COUNTY.

25. **NOTICES:**

a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

LANDLORD's address: Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395-5850

COUNTY's address: County of San Bernardino
Real Estate Services Department
825 East Third Street, Room 207
San Bernardino, CA 92415-0832

b. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a non-controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action.

c. If, at any time after the COUNTY accepts the Premises, the LANDLORD assigns or transfers a controlling interest of its rights in the Premises to a third party, LANDLORD must notify COUNTY of its action at least fifteen (15) COUNTY working days prior to completing any such action. The new owner must provide COUNTY with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the Premises.

(1) Within fifteen (15) COUNTY working days of completing any action which affects a change in the ownership of the Premises, the new owner must provide COUNTY evidence of obtaining insurance in compliance with **Paragraph 18, INSURANCE SPECIFICATIONS**, or if the new ownership is not enrolled in an approved self-insurance program, the new ownership shall comply with standard COUNTY insurance requirements, which shall be provided by COUNTY to LANDLORD and must be requested by LANDLORD prior to completion of any action which affects a change in ownership of the Premises.

26. **INCORPORATION OF PRIOR AGREEMENT:** This Lease contains all of the agreements of the parties hereto 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.

27. **WAIVERS:** No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

28. **AMENDMENTS:** No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this Lease.

29. **SUCCESSORS:** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

30. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.

31. **TIME OF ESSENCE:** Time is of the essence of each provision of this Lease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

32. **QUIET ENJOYMENT:** Subject to the provisions of this Lease and conditioned upon performance of all the provisions to be performed by COUNTY hereunder, LANDLORD shall

secure to COUNTY during the Lease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

33. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

34. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.

35. **EXHIBITS:** All exhibits referred to are attached to this Lease and incorporated by reference.

36. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.

37. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Lease, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

38. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the COUNTY, including such costs and attorneys' fees payable under **Paragraph 17, HOLD HARMLESS, Paragraph 49, HAZARDOUS SUBSTANCES, and Paragraph 50, PUBLIC RECORDS DISCLOSURE.**

39. **IN KIND AND COST SHARING REPORTING:** As a condition of this lease, LANDLORD shall provide reports to COUNTY for in-kind services, including volunteer services, playground and/or play equipment on a monthly and annual basis per program year, as a part of the Preschool Services Department's non-federal share of costs for Federal funding. These reports are required by the U.S. Department of Health and Human Services - Head Start Program Performance Standards, 45-CFR-1304.

a. "Third party in-kind contributions means property or services which benefit a grant supported project or program and which are contributed by non-Federal third parties without charge to the grantee, subgrantee or a cost-type contractor under the grant or subgrant." (HDS-Attachment A, Title 45: Subpart G:74.51)

b. "Third party in-kind contributions shall count towards satisfying a cost-sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs." (HDS-Attachment A, Title 45: Subpart G:74.53)

c. The parties agree the annual in-kind contribution is \$52,162 for parking, walkways, playground areas and playground equipment.

40. **RIGHT TO TERMINATE LEASE:** Both the COUNTY and the LANDLORD shall have the right to terminate this Lease at any time whenever either the COUNTY or the LANDLORD, determines it would be in either's best interests to terminate this Lease. Either the COUNTY or the LANDLORD shall give the notice of any termination pursuant to this paragraph at least one year prior to the date of termination. In the event COUNTY terminates this Lease pursuant to this paragraph, the LANDLORD shall have the right to receive from COUNTY the rent which will have been earned at the date of termination of this Lease.

41. **IMPROVEMENTS:**

a. COUNTY, at its cost, agrees to make the following improvements to the Premises:

1. Building A: Construct demising wall and doorway in Room 122 to make two separate offices; Reconfigure and balance HVAC in Room 122 and provide additional electrical as required;
2. Install fencing and lockable gate around existing playground swing set;
3. Install fencing as needed to provide a safe environment for children and to separate COUNTY's programs from LANDLORD's programs.

b. LANDLORD, at its cost, agrees to make the following improvements to the Premises:

1. Replace stained ceiling tiles in Building B;
2. Replace sand in Building B Infant and Toddler Playground;
3. Replace shade awning;
4. Approved cushioning (i.e. wood fiber chips, rubber matting) as needed in playground area.

42. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this Lease shall have no effect on its interpretations.

43. **SURVIVAL:** The obligations of the parties that, by their nature, continue beyond the term of this Lease, will survive the termination of this Lease.

44. **FORMER COUNTY OFFICIALS:** LANDLORD agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent LANDLORD. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee

in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials.)

45. **BROKER'S COMMISSIONS:** LANDLORD is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.

46. **ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party, shall execute and deliver to other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate. The estoppel certificate shall be in the form as shown in Exhibit "D", Estoppel Certificate.

47. **SUBORDINATION AND ATTORNMENT:**

a. As a condition precedent to the COUNTY's obligations under this Lease, LANDLORD shall obtain from each holder of a lien or encumbrance on the Premises which is senior to this Lease either an executed recordable subordination agreement which subordinates such lien or encumbrance to this Lease, or a non-disturbance agreement which contains terms at least as favorable to the COUNTY as those set forth in paragraph 2 ("Nondisturbance") of Exhibit "E", Subordination, Nondisturbance and Attornment Agreement, hereto.

b. If, after execution of this Lease, a subsequent lienor requires that this Lease be subordinate to any such encumbrance, this Lease shall be subordinate to that encumbrance if, and only if, LANDLORD first obtains from the subsequent lienor an executed subordination, nondisturbance and attornment agreement, the terms of which are at least as favorable to the County as those set forth in Exhibit "E", Subordination, Nondisturbance and Attornment Agreement hereto. If the COUNTY's County Counsel approves the form of a subordination, nondisturbance and attornment agreement pursuant to this subparagraph, and if such agreement is executed by the subsequent lienor, then the Director of the COUNTY's Real Estate Services Department is authorized on behalf of the COUNTY to, and shall, execute such agreement, and shall further execute any other documents required by the lender to accomplish the purposes of this paragraph, provided such other documents are consistent with the terms of the subordination, nondisturbance and attornment agreement and this Lease.

48. **HAZARDOUS SUBSTANCES:**

a. LANDLORD hereby represents and warrants that, to the best of LANDLORD's actual knowledge, information and belief: (i) the Premises have not been exposed to Hazardous Substances and are presently free of all Hazardous Substances; (ii) neither the LANDLORD nor any of the other current tenants, if any, on the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Substances to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises to date, and the soil, groundwater and vapor on or under the Premises is free of Hazardous Substances as of the Commencement Date.

b. LANDLORD shall indemnify, protect, defend and hold COUNTY, its agents and employees and the Premises, harmless from and against any and all losses and/or damages, liabilities, judgments, costs, claims, expenses, penalties, including attorneys' and consultant's fees, arising out of or involving the existence of any Hazardous Substances located in, about or under the Premises prior to the Commencement Date of this Lease. Additionally, the issuance of an order by any governmental authority directing the LANDLORD or any of LANDLORD's other tenants or licensees on the property of which the Premises forms a part to cease and desist any illegal action in connection with a Hazardous Substance, or to remediate a contaminated condition caused by the LANDLORD or any person acting under LANDLORD's direct control and authority is a breach of this Contract, and LANDLORD shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by COUNTY in connection with or in response to such order. LANDLORD's obligations under this paragraph shall include, but shall not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by COUNTY, and the cost of investigation, removal, remediation, restoration and/or abatement thereof. LANDLORD's obligations under this provision shall survive the expiration or early termination of this Lease. No termination, cancellation or release agreement entered into by COUNTY and LANDLORD shall release LANDLORD from its obligations under this Lease with regard to Hazardous Substances unless specifically agreed to by COUNTY in writing.

c. For the purposes of this paragraph, the following definitions shall apply:

(1) "Hazardous Substance," as used in this Lease, shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD or COUNTY under any applicable statute or common law theory.

(2) "Reportable use" shall mean (i) the installation or use of any above- or below-ground storage tank; (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority and/or (iii)

the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.

(3) The term “applicable requirements” shall be deemed to refer to all applicable laws, covenants or restrictions of record, building codes, regulations and ordinances.

49. **PUBLIC RECORDS DISCLOSURE:** All information received by the either party from the LANDLORD or any source concerning this Lease, including the Lease itself, may be treated as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 *et seq.* (the “Public Records Act”). The Parties understand that although all materials received by the COUNTY in connection with this Lease are intended for the exclusive use of the Parties, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a party to this lease has reasonably requested to be held in confidence is made, the Parties shall provide notice of the request and shall thereafter disclose the requested information unless the Parties, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides the other party a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the other party harmless in any/all actions brought to require disclosure. The Parties waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event the Parties fail to notify each other of any such disclosure request and/or releases any information concerning this Lease received from the Parties or any other source.

50. **CONDITION OF PREMISES:** LANDLORD shall deliver the Premises to COUNTY clean and free of debris on the Commencement Date and warrants to COUNTY that the plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and loading doors, if any, in the Premises shall be in good operating condition on the Commencement Date.

51. **CONDEMNATION:** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas or that portion of the Premises designated for COUNTY’s parking, is taken by condemnation, COUNTY may, at COUNTY’s option, to be exercised in writing within thirty (30) days after LANDLORD shall have given COUNTY written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If COUNTY does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of rent shall occur if the condemnation does not apply to any portion of the Premises. COUNTY shall be entitled to receive the following amounts of any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power: COUNTY shall have the right to make a separate claim in the Condemnation proceeding for: (i) The taking

of the amortized or undepreciated value of any trade fixtures or leasehold improvements owned by COUNTY that COUNTY has the right to remove at the end of the Lease term and that COUNTY elects not to remove; (ii) Reasonable removal and relocation costs for any trade fixtures or leasehold improvements that COUNTY has the right to remove and elects to remove (if Condemnor approves of the removal); (iii) Loss of goodwill; (iv) Relocation costs under Government Code section 7262, the claim for which COUNTY may pursue by separate action independent of this Lease; and (v) Any other amount in addition to the foregoing that the COUNTY is allowed under condemnation law. COUNTY shall have the right to negotiate directly with Condemnor for the recovery of the portion of the Award that COUNTY is entitled to under **subparagraph (b)** of this paragraph. In the event that this Lease is not terminated by reason of such condemnation, LANDLORD shall repair any damage to the Premises caused by such condemnation authority pursuant to **Paragraph 13, MAINTENANCE**, and **Paragraph 20, DESTRUCTION OF PREMISES**.

52. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this lease, the COUNTY determines that the LANDLORD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this Lease may be immediately terminated. If this Lease is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

53. **INTERPRETATIONS:** As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

54. **USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS:** This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. LANDLORD must contact the County contact if it has any questions

regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. LANDLORD will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

LANDLORD may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

55. **SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS:** In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. LANDLORD agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, LANDLORD agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. LANDLORD may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. LANDLORD agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

56. **AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

END OF LEASE TERMS.

* * * * *

* * * * *

COUNTY OF SAN BERNARDINO

LANDLORD: Victor Valley Community College District

Gary C. Ovitt, Chairman, Board of Supervisors

By: _____
Robert M. Silverman

Date: _____

Title: Superintendent/President

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Date: _____

LAURA H. WELCH, Clerk of the Board of Supervisors

By: _____
(Name)

By: _____
Deputy

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:

RUTH E. STRINGER, County Counsel
San Bernardino County, California

By: _____
Deputy

Date: _____
110568.13

EXHIBIT "A" - PREMISES SPECIFICATIONS
Victor Valley College-CDC-Facility Lease Cost Calculations
November 6, 2009

Building-A

<u>Exclusive Use</u>	<u>Area</u> <u>Square Feet</u>	<u>Rate</u> <u>Per Sq. Ft</u>	<u>Term</u>	<u>Lease</u> <u>Amount</u>	<u>Subtotal</u> <u>Amount</u>	<u>Total</u> <u>Amount</u>
Room 117 - Classroom-2	817.6	\$1.50	12	14,717		
Room 118 - Classroom-3	812.5	\$1.50	12	14,625		
Room 114 - Workroom	114.0	\$1.50	12	2,052		
Room 113 - Restroom	56.0	\$1.50	12	1,008		
Room 124 - Restroom	79.3	\$1.50	12	1,428		
Room 122 - Office (1/2 area)	101.0	\$1.50	12	1,818		
Subtotal for Building -A	1,980				\$35,648	

Shared Use

Room 101 - Reception	473.4	\$0.75	12	4,261		
Room 103 - Pantry	70.0	\$0.75	12	630		
Room 104 - Kitchen	468.0	\$0.75	12	4,212		
Room 106 - Laundry	135.0	\$0.75	12	1,215		
Room 115 - Telephone Room	71.3	\$0.75	12	641		
Room 116 - Restroom	80.8	\$0.75	12	727		
Room 119 - Restroom	122.4	\$0.75	12	1,102		
Room 120 - Workroom	108.0	\$0.75	12	972		
Room 120A - Storage	170.0	\$0.75	12	1,530		
Room 125 - Staff Lounge	287.8	\$0.75	12	2,590		
Subtotal for Shared Use	1,987				\$17,879	

Building-B

	<u>Area</u> <u>Square Feet</u>	<u>Rate</u> <u>Per Sq. Ft</u>	<u>Term</u>	<u>Lease</u> <u>Amount</u>		
Classrooms-Infant/Toddler	2,215					
Total for Building -B	2,215	\$1.50	12	39,870	\$39,870	

Building-C

	<u>Area</u> <u>Square Feet</u>	<u>Rate</u> <u>Per Sq. Ft</u>	<u>Term</u>	<u>Lease</u> <u>Amount</u>		
Classrooms	2,376					
Total for Building -C	2,376	\$1.50	12	42,768	\$42,768	

Grand Total Space and Cost

8,558	sq.ft.	\$136,165
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EXHIBIT "B"
JANITORIAL SERVICES

(Janitorial service to provide/supply all sanitary and paper goods.)

DAILY SERVICES FIVE (5) DAYS PER WEEK:

1. Empty and damp clean all ashtrays.
2. Empty all waste baskets and other waste containers.
3. Dust mop all tiled-terrazzo floors.
4. Vacuum traffic lanes of carpeting.
5. Dust all desks, chairs, tables, filing cabinets and other office furniture.
6. Damp clean lobby counters.
7. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
8. Clean splash marks from walls of rest room.
9. Wet mop and sanitize rest room floors.
10. Refill soap, towel and paper containers.
11. Clean and sanitize drinking fountains.
12. Clean hand marks off glass on entrance doors.
13. Damp clean table tops in coffee rooms.
14. Clean kitchen sinks and counters.
15. Sweep entryways.
16. Brush down steps of inside stairwells.
17. Vacuum elevator carpet.
18. Spot clean elevator walls and doors.
19. Spot clean carpets of small spillages, footprints, etc.
20. Keep janitor closets clean and orderly.

WEEKLY SERVICE:

1. Wet mop all tiled-terrazzo floors.
2. Clean all desk tops that are cleared.
3. Clean hand marks from walls, doors and woodwork.
4. Vacuum all carpeting completely.

ONCE-MONTHLY SERVICE:

1. Pest control.

TWICE-MONTHLY SERVICE:

1. Dust high areas.
2. Vacuum upholstered furniture.
3. Clean lobby directories and fire extinguisher glass.
4. Machine scrub all tiled floors.
5. Wax all tiled floors.
6. Machine polish all tiled floors.

OTHER SERVICES WHEN NEEDED:

1. Vacuum dust and dirt accumulation from air-conditioning vents.
2. Replace light bulbs and tubes inside building.
3. Brush down cobwebs inside building.
4. Machine scrub or dry clean all carpeted areas.

EVERY THREE MONTHS:

1. Wash outside windows.
2. Wash inside windows and partitions.
3. Supply and change entry mats.

The above are considered the minimum standard janitorial items. LANDLORD is responsible or providing all services related to the health and cleanliness of the leased facility.

EXHIBIT "C"

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the LANDLORD, the date the Official entered LANDLORD's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION

EXHIBIT "D" - ESTOPPEL CERTIFICATE

Date: _____

To: _____

Re: _____, _____
(address) (city)

The undersigned ("County") hereby certifies as follows:

1. County is in possession of _____, _____, California (the "Premises"). County leases the Premises under a written Lease agreement dated _____, 20____, Lease Agreement No. _____ (the "Lease"), wherein County is the lessee or tenant, and _____, ("Owner") is the lessor or landlord.

2. The Lease is in full force and effect and has not been amended, supplemented or changed, except as follows:

3. The term of the Lease commenced on _____, 20____, and is scheduled to expire _____, 20___. County has no right or option to renew or extend the term of the Lease except as to the following: _____ () _____-year options.

4. County's current monthly rental is \$_____.____, payable on the last day of each month.

5. County currently has no security deposit with Owner.

6. County is not in default under the terms of the Lease and no condition exists which, with the passage of time or the giving of notice, or both, would constitute such a default. To the best of County's knowledge, Owner is not in default under the terms of the Lease, and no condition exists which, with the passage of time or the giving notice, or both, would constitute such a default.

7. County hereby certifies that the foregoing is true and correct.

By: _____
Director
Real Estate Services Department

EXHIBIT "E"

RECORDED AT REQUEST OF
AND TO BE RETURNED TO:

Attn: _____

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into by and between the County of San Bernardino ("Tenant"), _____ ("Landlord") and, _____ ("Lender").
(Name and type of entity)

Recitals

A. Tenant entered into a certain Lease Agreement, County Contract No. ____ - ____ dated as of _____, 20__ (the "Lease"), between Tenant, as lessee, and Landlord, as lessor, pertaining to that certain premises commonly known as _____, _____, California _____ (zip code), as more particularly described in the Lease ("Premises"), located on that certain real property located in the County of San Bernardino, State of California, as more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property"). Landlord may also be referred to as "Borrower".

B. Borrower made, executed and delivered, or is about to make, execute and deliver to Lender a certain promissory note, dated substantially contemporaneously herewith ("the Note"), in the original principal sum of \$ _____. The obligations evidenced by the Note shall be referred to as the "Loan". The Note is executed pursuant to the terms of a certain Construction Loan Agreement, dated substantially contemporaneously herewith (the "Loan Agreement"), between Lender and Landlord.

C. Borrower has executed and delivered, or is about to execute and deliver to Lender, a certain Deed of Trust and Assignment of Rents, dated substantially contemporaneously herewith (the "Deed of Trust"), encumbering the Property to secure the Loan.

D. It is a condition precedent to the Loan that the Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the Lease.

E. It is a condition precedent to the Loan that Tenant will specifically and unconditionally subordinate and subject the Lease, together with all rights and privileges of Tenant thereunder, to the lien or charge of the Deed of Trust.

F. It is to the mutual benefit of the parties hereto that Lender and Borrower enter into the Loan.

Covenants

In consideration of the recitals set forth above and the covenants and agreements contained herein, the parties agree as follows:

1. Subordination: Tenant hereby subordinates all of Tenant's right, title, interest and leasehold estate in and to the Premises to the lien, operation, and effect of the Deed of Trust.

2. Nondisturbance: Tenant's peaceful and quiet possession of the Premises shall not be disturbed and Tenant's rights and privileges under the Lease, including but not limited to the provisions of the Lease set forth under the headings "TERM," "EXPANSION OF RENTAL SPACE," "OPTION TO EXTEND TERM," "HOLD HARMLESS," "INSURANCE," "DESTRUCTION OF PREMISES," "COUNTY'S RIGHT TO TERMINATE LEASE," and "CONDEMNATION," shall not be diminished by Lender's foreclosure, acceptance of a deed in lieu of foreclosure, or any other exercise of Lender's rights or remedies under the Deed of Trust, the Note, the Loan Agreement, any other loan document, or the laws governing secured loans. All of the provisions of the Lease shall prevail over any conflicting provisions in the Deed of Trust, the Note, the Loan Agreement, any other loan document, or the laws governing secured loans. Tenant shall not be named or joined in any foreclosure, trustee's sale, or other proceeding or action to enforce the Deed of Trust, the Note, the Loan Agreement, any other loan document, unless such joinder shall be legally required to perfect such foreclosure, trustee's sale, or other proceeding or action.

3. Attornment: If the Deed of Trust is foreclosed for any reason, or Landlord deeds the Property to Lender in lieu of foreclosure, the Lease shall not be extinguished and Tenant shall be bound to Lender under all the terms, covenants, and conditions of the Lease for the balance of the term of the Lease with the same force and effect as if Lender was the lessor under the Lease. Tenant shall attorn to Lender as Tenant's Lessor, and agrees to recognize Lender as the new owner and promises to pay the rent to Lender as Landlord. This attornment shall be effective and self-operative, without the execution of any other instruments on the part of any of the parties to this Agreement, immediately upon Lender succeeding to the interest of Landlord under the Lease.

4. Disbursements: Lender is under no obligation or duty to monitor the application of the proceeds of the Loan. Any application of such proceeds for purposes other than those provided for in the Loan Agreement or any of the other Loan Documents shall not defeat the effect of this Agreement in whole or in part.

5. Acknowledgment of Assignment: Tenant acknowledges and consents to the assignment of Landlord's rights under the Lease to Lender pursuant to a certain Assignment of Leases (the "Assignment"). Tenant shall pay rent to Lender upon receipt of written notice from Lender that Lender has revoked the waiver of Landlord's right to receive the rents from the Premises pursuant to the Assignment, notwithstanding the fact that Lender has not foreclosed the Deed of Trust, nor succeeded to the interest of Landlord under the Lease. Tenant shall not be liable to Landlord for any payments made to Lender hereunder.

6. Assignment or Sublease: Tenant may assign or sublease all or any portion of the Property in accordance with the Lease, but no such assignment, transfer, or subletting shall relieve Tenant of any of its obligations under the Lease. Tenant hereby covenants that the Lease has not been modified or altered. Tenant shall not enter into or agree to any amendment or modification to the Lease with Landlord, without the prior written consent of Lender. Tenant shall not voluntarily subordinate or subject the Lease or any interest therein to any lien or encumbrance without the prior written consent of Lender, unless said lien or encumbrance shall relate to personal property that can be removed without damage to the Premises, or unless such subordination is required by the Lease.

7. Notices: Tenant shall deliver to Lender a copy of all notices, requests, or demands delivered by Tenant to Landlord in accordance with this Paragraph. Tenant shall also deliver to Lender any and all notices, demands, or requests received by Tenant from Landlord relating to any of the aforesaid. Lender shall deliver to Tenant all notices, requests or demands in accordance with this Paragraph. All notices required hereunder or pertaining hereto shall be in writing and shall be deemed delivered and effective upon the earlier of (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by express courier service or United States mail, postage prepaid, certified or registered, return receipt requested; or (iii) the date of delivery if such notice is sent by facsimile, in each case, to the applicable address as follows:

to Tenant: County of San Bernardino
Real Estate Services Department
825 East Third Street
San Bernardino, California 92415-0832
Facsimile No.: (909) 387-7833

to Landlord: _____

Attn: _____

Facsimile No.: _____

to Lender:

Attn: _____

Facsimile No.: _____

Notwithstanding the foregoing, any notice under or pertaining to this Agreement, given and effective in accordance with applicable law, shall be effective for purposes hereof. Any party may change the address at which it is to receive notices hereunder to another business address within the United States (but not a post office box or similar mail receptacle) by giving notice of such change of address in accordance herewith.

8. Landlord's Default: Tenant hereby agrees that Tenant will notify Lender in writing, in accordance with Paragraph 7, Notices, above, of any default by Landlord under the terms of the Lease and Tenant shall not cancel or terminate, or acquiesce to the cancellation or termination of the Lease without giving Lender a reasonable period (not less than 30 days) after delivery of such notice to cure the default; Lender's rights and remedies under the Loan Agreement or any of the Loan Documents (as defined in the Loan Agreement) shall not be prejudiced by its exercise or failure to exercise the right to cure described above. Except for Landlord's defaults under Paragraph 3, TERM, of the Lease, relating to Landlord's failure to meet the Critical Completion Dates as set forth in Exhibit "A", Page 4, Schedule of Completion, if Lender elects within such thirty (30) day period to foreclose on the Deed of Trust, such time period shall be extended so that Lender shall have a reasonable period within which to foreclose the Deed of Trust and shall have an additional thirty (30) days from the time Lender becomes owner of the Property through foreclosure within which to cure such default. If any default by Landlord is cured within the time periods described above, Tenant shall have no right to terminate the Lease by virtue of such default.

9. Binding Effect: This Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and assigns.

10. Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

11 Reserved:

12. Attorneys' Fees and Costs: If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Lease Paragraph ____, "HOLD HARMLESS".

13. Venue: The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

14. Use of American Recovery and Reinvestment Act of 2009 Funds and Requirements: This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

15. Schedule of Expenditure of Federal Awards: In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

16. Counterparts: This Agreement may be executed by the parties in counterparts, and when any one or more copies of this Agreement have been executed by all of the parties, this Agreement shall be effective, and all of such copies shall be deemed and construed to be one agreement.

* * * * *

* * * * *

* * * * *

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

Tenant:

Lender:

COUNTY OF SAN BERNARDINO:

_____, Chairman
Board of Supervisors

By: _____
(Name)

Date: _____

Title: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Date: _____

_____, Clerk of the
Board of Supervisors

Landlord:

By: _____
Deputy

By: _____

Date: _____

Title: _____

Approved as to Legal Form:

_____, County Counsel
San Bernardino County, California

Date: _____

By: _____
Deputy

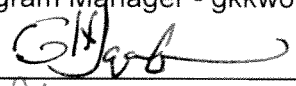
Date: _____

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT _____ BOARD ACTION X BOARD INFORMATION (no action required) _____

TOPIC: APPROVE AWARD OF PROJECT AND CONTRACT WITH AUTHORITY FOR SUPERINTENDENT TO EXECUTE AN ENERGY SERVICES CONTRACT WITH SOLFOCUS, INC. FOR THE DESIGN AND INSTALLATION OF A 1 MW SOLAR GENERATING FACILITY ON THE VVC CAMPUS

SUBMITTED BY: Al McQuilkin, Program Manager - gkkworks

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

As part of a broader effort to find ways to reduce District operating costs, the Administration identified an opportunity to utilize a portion of vacant land on the east side of the Main Campus for a proposed solar farm.

On October 28, 2009, the District provided a Notice of Public Hearing in accordance 4217.12 - 4217.13 for the purposes of holding a public hearing on November 10, 2009 to award an energy services contract at the regularly scheduled meeting on December 8, 2009.

On November 10, 2009, the Board conducted a public hearing and made a finding that, pursuant to California Government Code Sections 4217.12 - 4217.13, it was in the best interest of the District to award an energy services contract at the regularly scheduled meeting on December 8, 2009 for the purchase of a solar energy conservation facility following a best value selection process. The Board also authorized the Superintendent/President to conduct a "best value" selection process and select from the short-listed firms, that firm which offered the best combination of price, technology, performance, and other criteria as determined by a selection committee, to install and maintain, as required, a grid-interconnected, ground mounted, solar power generating facility with a total generating capacity rated at approximately 1,000kW. On November 13, 2009, the District issued a formal Request for Best and Final Proposal and received five (5) timely, responsive proposals on or before deadline of November 24, 2009. The selection committee conducted formal interviews on December 2, 2009 and the best value selection process resulted in SolFocus, Inc. being the top ranked proposer on both the technical and price categories.

The proposed project was previously analyzed as part of the District's 2009 Campus Master Plan Program Environmental Impact Report (EIR). Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15168(c)(2), if no new effects could occur beyond those already considered in the program EIR, the lead agency may approve the activity as being within the scope of the project covered by the program EIR. The District's environmental consultant, Dudek, has determined that the proposed Solar Farm Project was adequately analyzed in the District's 2009 Program EIR, and has completed the mitigation measures set forth in that document.

Need: Provide immediate and long term energy savings to the District.

Meeting Date: December 8, 2009

Item Number: _____

Fiscal Impact: Initial capital investment of approximately \$5,072,560, including \$409,920. Projected savings of approximately \$7 million over the next 5-years, which includes avoided energy costs, electricity tariff savings and California Solar Initiative (CSI) incentives. Projected savings of approximately \$20 million over 25-years.

Recommended Action:

Approve award of project and contract and authorize the Superintendent/President to enter into an energy services contract with SolFocus, Inc. for the design and installation of a 1MW solar generating facility. The contract value will be \$5,072,560; which includes \$409,920 for operations and maintenance (O&M) for the first 10-years. The O&M costs will be paid quarterly as services are rendered.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES X NO

Solar PV Energy System
SOLAR PURCHASE AGREEMENT

SOLAR PURCHASE AGREEMENT

THIS SOLAR PURCHASE AGREEMENT (“SPA”) is made this _____day of _____, 2009 (the “Effective Date”) by and between THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (“VVCCD”) and _____ (“VENDOR”). VVCCD and VENDOR are sometimes referred to herein as the “Party” or, collectively, as the “Parties”.

Whereas, pursuant to Government Code sections 4217.10 – 4217.18, VVCCD and VENDOR desire to agree to terms for the sale of a solar generated electricity system to serve VVCCD by way of this SPA; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the terms set forth herein, VVCCD and VENDOR hereby agree as follows:

1. DEFINITIONS

In addition to the terms that are defined elsewhere in this SPA, the following terms have the following meanings when used herein:

- 1.1 “Actual Production” has the meaning set forth in Exhibit 1 hereto.
- 1.2 “Annual Degradation Factor” has the meaning set forth in Exhibit 1 hereto.
- 1.3 “Applicable Laws” means all applicable Federal, State and local laws, ordinances, rules and regulations of any agency or authority, and all issued permits and licenses, including any applicable tariffs of the Utility and including any agreements related to the System between either Party and the Utility.
- 1.4 “California Solar Initiative Benefits” or “CSI Benefits” means any and all rebates, tax credits or other incentives available with respect to the System and/or Electricity pursuant to the California Solar Initiative program, or any successor program, as it exists at the relevant time.
- 1.5 “Commercial Operation” means an event that is deemed to occur when the System is (i) mechanically complete and operating and (ii) energy is delivered through a meter and to the Site’s electrical system under an approved and executed interconnection agreement with the Utility.
- 1.6 “Commercial Operation Date” means the date on which the System has achieved Commercial Operation
- 1.7 “Construction Commencement Date” means the date VENDOR commenced the work of improvement with respect to System construction and installation at a particular site following VVCCD’s issuance of a Notice to Proceed.
- 1.8 “Contract Price” means the price as set forth in Section 2.

- 1.9 “Electricity” means intermittent electrical energy, measured in kilowatts and kilowatt-hours that (a) is produced by the System, (b) is delivered by VENDOR to VVCCD at the Interconnection Point, (c) meets the Green-e or other relevant standard and (d) conforms to applicable utility and/or authoritative regulatory body standards.
- 1.10 “Environmental Attributes” means any Renewable Energy Credits and all environmental attributes associated with the production of Electricity from the System and its displacement of fossil fuel energy use, including any emissions reduction credits issued pursuant to any Applicable Law, any California Solar Initiative Benefits, any and all Reporting Rights and any Tax Benefits associated with the System or the production of Electricity from the System.
- 1.11 “Environmental Law(s)” means each and every applicable federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state, and local governmental agency or other governmental authority pertaining to the protection of human health and safety or the environment.
- 1.12 “Expected Performance Output” has the meaning set forth in Exhibit I hereto.
- 1.13 “Force Majeure” or “Force Majeure Event” means an act of God (such as earthquakes, fires, riots), actions or inactions of a regulatory authority, other events beyond the affected Party’s control that would impact solar insolation (including but not limited to dust storms, volcanic activity or high winds), or actions of others such as strikes, lockouts, or other industrial disturbances, not within the control or arising from the fault of the party claiming Force Majeure.
- 1.14 “Green-e” means the Renewable Energy Credit Standards program as administered by the Center for Resource Solutions. Detailed information about the Green-e Standard may be found at <http://www.green-e.org/what-is/standard/standard/html>.
- 1.15 “Ground Lease” means that certain Ground Lease of even date herewith between VVCCD and VENDOR.
- 1.16 “Interconnection Point” means the energy delivery point within the Site’s electrical system on VVCCD’s side of the Utility meter at the Premises, as designated in the approved and executed interconnection agreement with the Utility relating to the delivery of energy through the System meter and to the Site’s electrical system.
- 1.17 “Hazardous Material” means, without limitation, any substance defined as “hazardous substance,” “hazardous waste,” “extremely hazardous waste,” or material known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution

Control Act, 33 U.S.C. Section 1317 et seq.; Sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; and any substance regulated pursuant to any Environmental Law(s). The term "Hazardous Material" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum.

- 1.18 "Operational Year" means each twelve-month period commencing on the Commercial Operation Date.
- 1.19 "Renewable Energy Credits" means a certificate of proof, issued through Western Region Electricity Generation Information System (WREGIS) or its successor regulatory or standards organization, that one unit of electricity was generated and delivered by an eligible renewable energy resource. One Renewable Energy Credit represents the counting rights associated with one (1) MWh of electricity.
- 1.20 "State" means the State of California.
- 1.21 "System" includes each and every necessary component of a fully functioning and operational device(s) that provide the required solar-generated electric output as determined by this SPA and Exhibit I attached hereto.
- 1.22 "Tax Benefits" means the right to all items of income, deduction and depreciation arising from ownership of the System, and any tax credits under the Internal Revenue Code or applicable state law (or in either case any successor law), and any Treasury grant or similar program in lieu of tax credits irrespective of whether such items accrue for the benefit of VENDOR, any affiliate of VENDOR, or any investor of VENDOR or its affiliates.
- 1.23 "Utility" means the local provider of electric transmission and distribution services to VVCCD.
- 1.24 "VENDOR" means _____, its affiliates and its permitted successors and assigns.
- 1.25 "VVCCD" means The Victor Valley Community College District.

2. AGREEMENT

- 2.1 Sale of System by VENDOR. VENDOR will sell to VVCCD a complete, total, and fully functioning and operational System.
- 2.2 Components of System.
 - 2.2.1 Meter. VENDOR provide a Meter that will measure the actual amount of Electricity delivered to VVCCD by the System at the Interconnection Point utilizing a commercially available, revenue grade interval data-recording meter (the "Meter") approved for use by the California Public Utilities Commission. The Parties agree that VENDOR may use a qualified independent third party certified by the California Public

Utilities Commission for the purpose of metering the Electricity and monitoring performance of the System.

2.2.1.1 The Meter shall have standard industry telemetry capabilities that will provide VVCCD with the ability to incorporate the System electrical output data into the energy usage database, or, at VVCCD's option, VENDOR shall make the Meter data readily available in secure web format.

2.2.1.2 VENDOR will have the Meter tested once a year at VENDOR's expense by a certified, independent, third party approved by VVCCD. VVCCD shall be allowed to observe testing of the Meter, and VENDOR shall provide notice of the testing to VVCCD at least ten (10) business days prior to the test date. VENDOR shall provide signed copies of the results of all Meter tests to VVCCD. In addition to the annual test, VENDOR shall test the Meter at any reasonable time upon the request of VVCCD. VVCCD shall reimburse VENDOR for the cost of any test requested by VVCCD, unless such testing demonstrates that the Meter was operating outside of industry standard tolerance allowances or as such defined by the California Public Utilities Commission for meter calibration and operation.

2.2.1.3 If the Meter is determined to be inaccurate and such inaccuracy exceeds industry standard tolerance allowances, as such are defined by the California Public Utilities Commission for electric meters, VENDOR shall replace Meter at VENDOR'S expense.

2.3 Installation of System. VENDOR will install the System at or on the Premises in accordance with this SPA.

2.4 Payment. VVCCD agrees to pay Vendor a total Contract Price of \$_____ for the System. Payments shall be made in the following installments.

2.4.1 Upon Construction Commencement Date: 20% of Contract Price: \$_____

2.4.2 Upon Commercial Operation Date: 50% of Contract Price: \$_____

2.4.3 Upon End of Year 1: 10% of Contract Price: \$_____

2.4.4 Upon End of Year 5: 10 % of Contract Price: \$_____

3. ENVIRONMENTAL COMPLIANCE

VVCCD has determined that VENDOR's proposed system qualifies for a categorical exemption under the California Environmental Quality Act. VVCCD will prepare and adopt documentation within 90 days of the Effective Date.

4. REBATES AND OTHER INCENTIVES

VVCCD shall be the sole owner of the System and any Tax Benefit derived from the ownership of the System. Any grant, rebate, incentive, payment, or credit by the Utility, the Federal Government, the State (including the California Energy Resources Conservation and Development Commission) or any other agency paid as a result of the design, development, construction, operation and maintenance of the System shall inure to the benefit of VVCCD.

5. COMMUNICATIONS AND CONTACTS

The representatives of the Parties during the term of this SPA will be:

VVCCD CONTACT:	VENDOR CONTACT:
Section/Unit:	Section/Unit:
Name: Manager	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

6. CALCULATION OF EXPECTED PERFORMANCE OUTPUT AND GUARANTEE OF MINIMUM OUTPUT PERFORMANCE

- 6.1 VENDOR has estimated that the System will deliver the Expected Performance Output as indicated in Exhibit 1. Prior to the Commercial Operation Date, VENDOR shall disclose the initial insolation level assumed in its calculation of the Expected Performance Output.
- 6.2 VENDOR guarantees an average Minimum Output Performance from the System of 90% of the Expected Performance Output from the System over the course of each consecutive three (3) Operational Year period commencing with the Commercial Operation Date. If System fails to meet the average Minimum Output Performance requirement over any such consecutive three (3) Operational Year period basis, for reasons other than VVCCD's shading of the System, as described in Section 8 below, extreme and unforeseen weather conditions, or other Force Majeure Events, VENDOR will pay VVCCD, or VVCCD may, at its option, offset against payments otherwise due VENDOR hereunder, an amount equal to the Liquidated Damages set forth in Section 7.3.4.
- 6.3 VENDOR and VVCCD agree that System performance will degrade by an Annual Degradation Factor as indicated in Exhibit 1 of this SPA for every year of operation. The Expected Performance Output reflected in Exhibit 1 has been reduced by the Annual Degradation Factor every Operational Year. The degradation factor will be applied to the kWh energy values of the Expected Performance Output at the beginning of each Operational Year to determine whether or not the System has met the Minimum Output Performance guarantee at the end of the Operational Year. The Annual Degradation Factor will be

applied on a pro rata basis for System operations that do not span an entire Operational Year, an adjusted number for Expected Performance Output for that period will be calculated by multiplying the Annual Degradation Factor times the fraction of the Operational Year.

7. DEFAULT

- 7.1 Waiver: A waiver by either Party of any term, covenant or condition of this SPA shall not constitute a subsequent waiver of the same or any performance thereof by the other Party.
- 7.2 Default by VENDOR: At the option of VVCCD as the non-defaulting Party, the occurrence of any of the following shall constitute a material default and breach of this SPA:
- 7.2.1 The System's failure to deliver Electricity for a continuous period of 60 days, or for an aggregate of 120 days in any one year period unless caused by a Force Majeure Event.
- 7.2.2 The System's failure to deliver the Guaranteed Minimum Output as specified in Exhibit 1 for a continuous period of 60 days, or for an aggregate of 120 days in any one year period unless caused by a Force Majeure Event.
- 7.2.3 Failure by VENDOR to perform or comply with any other material term of the SPA within thirty (30) days after written notice to VENDOR or such longer period not to exceed one hundred twenty (120) days in the aggregate if VENDOR shall commence to cure such failure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion as deemed reasonable by VVCCD.
- 7.3 VVCCD Remedies. If any default by VENDOR shall continue uncured, following notice of default where required herein, for the period applicable to the default alleged, VVCCD may resort to any one or more of the following remedies:
- 7.3.1 Termination. VVCCD may terminate the SPA by providing written notice to VENDOR indicating that the SPA has been terminated and requesting that the System be removed and the Premises restored to the pre-installation condition subject to ordinary wear and tear; provided that at such time no default or breach by VVCCD exists and is continuing. If VENDOR fails to remove the System and restore the Premises within 120 days of notice by VVCCD, VVCCD may elect to consider the System abandoned and may remove the System and any other property owned by VENDOR from the Site and dispose of VENDOR's property in any manner within VVCCD's discretion, but subject to Applicable Laws.
- 7.3.2 Recovery of Actual Damages and Expenses. VVCCD may recover from VENDOR any damages and expenses reasonably incurred as a result of

VENDOR's default, including attorneys' fees and the cost to restore the Facilities.

7.3.3 Right of Offset. VVCCD may elect to offset any damages resulting from VENDOR's default against any monies owing or to be owed to VENDOR under this SPA. If the VVCCD elects not to terminate the SPA following an Event of Default by VENDOR, this election shall not constitute a Waiver by VVCCD as to any subsequent Event of Default by VENDOR.

7.3.4 Liquidated Damages. VVCD may elect, as the best, most reasonable measure of damages based upon all available information at this time, a per-day liquidated damages amount of \$_____ per day after an occurrence of any Default set forth in Section 7.2.

7.4 Default by VVCCD. At the option of VENDOR as the non-defaulting Party, the occurrence of any of the following shall constitute a material default and breach of this SPA:

7.4.1 VVCCD's failure to pay undisputed portions of invoices for a continuous period of ninety (90) days after receipt of such invoices.

7.4.2 Failure by VVCCD to perform or comply with any other material term of the SPA within sixty (60) days after written notice by VENDOR, unless VENDOR agrees to a longer period to cure the default.

7.5 VENDOR Remedies. If any default by VVCCD shall continue uncured, following notice of default where required herein, for the period applicable to the default alleged, VENDOR may resort to any one or more of the following remedies:

7.5.1 Termination. VENDOR may terminate the SPA by providing written notice to VVCCD indicating that the SPA has been terminated and remove the System at VVCCD's cost, provided the Premises are restored to a condition substantially similar to the pre-installation condition subject to ordinary wear and tear as called for by this SPA.

7.6 Force Majeure. Any party claiming Force Majeure with respect to its performance hereunder shall advise the other party as soon as possible of the occurrence of the event and shall provide the other party with the basis of the claim, in writing, within ten (10) days of the occurrence of the event. Each party shall make reasonable efforts to mitigate the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.7 Dispute Resolution. Any and all disputes which the Parties have been unable to resolve by informal methods after undertaking a good faith effort to do so, must first be submitted to mediation under the procedures described in Section 7.7.1

below, and if the matter is not resolved through mediation, then for final and binding arbitration under the procedures described in Section 7.7.2 below.

7.7.1 Mediation. Either Party may initiate mediation by providing notice to the other Party of a written request for mediation, setting forth a description of the dispute and the relief requested. The Parties will cooperate with one another in selecting the mediator (“Mediator”) from the panel of neutrals from Judicial Arbitration and Mediation Services, Inc. (“JAMS”), its successor, or any other mutually acceptable non-JAMS Mediator, and in scheduling the time and place of the mediation. Such selection and scheduling will be completed within thirty (30) days after notice of the request for mediation. Unless otherwise agreed to by the Parties, the mediation will be scheduled no later than one hundred twenty (120) days from the date of notice of the request for mediation. The Parties will share equally in its costs (other than each Party’s individual attorneys’ fees and costs related to the Party’s participation in the mediation, which fees and costs will be borne by such Party).

7.7.2 Arbitration. Either Party may initiate binding arbitration with respect to the matters first submitted to mediation by providing notice of a demand for binding arbitration before a single, neutral arbitrator (the “Arbitrator”) at any time following the unsuccessful conclusion of the mediation provided for in Section 7.7.1 above. The Parties will cooperate with one another in selecting the Arbitrator within sixty (60) days after notice of the demand for arbitration and will further cooperate in scheduling the arbitration to commence no later than one hundred eighty (180) days from the date of notice of the demand. If, notwithstanding their good faith efforts, the Parties are unable to agree upon a mutually-acceptable Arbitrator, the Arbitrator will be appointed as provided for in California Code of Civil Procedure Section 1281.6. To be qualified as an Arbitrator, each candidate must be a retired judge of a trial court of any state or federal court, or retired justice of any appellate or supreme court. Unless otherwise agreed to by the Parties, the individual acting as the Mediator will be disqualified from serving as the Arbitrator in the dispute, although the Arbitrator may be another member of the JAMS panel of neutrals or such other panel of neutrals from which the Parties have agreed to select the Mediator. The arbitration will be conducted in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated, and in accordance with California law, including the California Arbitration Act. The place of

arbitration will be in San Bernardino County, California. Also notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, discovery will be limited as follows:

The Arbitrator will have the authority to grant any form of equitable or legal relief a Party might recover in a court action. Judgment on the award may be entered in any court having jurisdiction. The Parties will share equally in paying the costs of the arbitration, including the fees of the Arbitrator. The prevailing Party shall not be entitled to recover its attorney fees and costs against the Party who did not prevail.

- 7.8 Waiver and Release/Limitation of Liability. Each of the Parties agrees and acknowledges that any liabilities arising as a result of a breach of this SPA or the Ground Lease shall be limited to general damages only, and neither Party shall be liable under any circumstances for any loss of or injury to or interference with the other Party's business including, without limitation, loss of profits or consequential damages, however occurring except as stated otherwise herein.

8. RESTRICTIONS ON SHADING

VVCCD will avoid activities which result in overshadowing or shading of the System in a manner that would prevent the System from meeting the Expected Performance Output as described in Exhibit I.

9. COMPLIANCE WITH APPLICABLE LAWS, INCLUDING UTILITY INTERCONNECTION STANDARDS

VENDOR shall guarantee that the System complies with all Applicable Laws relating to the operation of the System and the generation of Electricity, including obtaining and maintaining all relevant approvals and permits, all operational standards and requirements imposed by the Utility, and all electrical interconnection requirements as stated in the applicable and controlling Utility tariff. VVCCD will cooperate with VENDOR and, if necessary, will provide consents and execute with the Utility such agreements (if such agreements do not have unacceptable or prohibited terms and/or conditions, or impose additional costs on VVCCD) as are necessary to permit the interconnection of the System.

10. NON-DISCRIMINATION / PREVAILING WAGE

- 10.1 VENDOR's Obligations. VENDOR shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation, and denial of family care leave. VENDOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations

promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

- 10.2 Inclusion in Subcontracts. VENDOR represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts in connection with its obligations hereunder.
- 10.3 Prevailing Wages. Pursuant to provisions of Section 1773 of the Labor Code of the State of California, the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to perform public works of improvement related to this Contract. VENDOR shall post a copy of such rates at the job site and shall pay the adopted prevailing wage rates as a minimum. VENDOR shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code.

11. INSURANCE

- 11.1 VENDOR shall not begin the services under this Agreement until it has: (a) obtained, and upon VVCCD's request, provided to VVCCD, insurance certificates reflecting evidence of all insurance required in this Section.
- 11.2 Types of Insurance. At all times during the term of this Agreement, VENDOR shall maintain insurance coverage as follows:
 - 11.2.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect VENDOR and VVCCD against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - 11.2.2 Workers' Compensation. For all of VENDOR's employees who are subject to this Agreement and to the extent required by applicable state or federal law, VENDOR shall keep in full force and effect a Workers' Compensation policy. That policy shall provide a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage, and VENDOR shall provide an endorsement that the insurer waives the right of subrogation against the VVCCD and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against VVCCD by a bona fide employee of VENDOR participating under this Agreement, VENDOR agrees to defend and indemnify the VVCCD from such claim.

11.2.3 Vehicle Liability Insurance. Vendor shall also procure and shall maintain during the term of this order vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident, and property damage insurance in an amount of not less than \$1,000,000.

11.3 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. VVCCD will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

11.4 Deductibles. All deductibles on any policy shall be the responsibility of VENDOR and shall be disclosed to VVCCD at the time the evidence of insurance is provided.

11.5 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to VVCCD, that: (a) the VVCCD and its respective officers and employees are additional insureds under the policy; (b) the policies are primary and non-contributory to any insurance that may be carried by VVCCD; and (c) VVCCD is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies.

12. TIME OF THE ESSENCE

Time is of the essence in this Contract.

13. INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of VENDOR alone. VENDOR agrees to save, indemnify, hold harmless, and defend VVCCD, its officers, employees, and agents against any and all liability, injuries, or death of persons (VENDOR's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by VENDOR, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of VVCCD.

14. VENDOR'S INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by VVCCD for purposes of letting this Contract out to

bid will be accepted as an excuse for any failure or omission on the part of VENDOR to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

15. GRATUITIES

VENDOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to VVCCD's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

16. TAXES

VENDOR is responsible for local, state and federal income taxes attributable to VENDOR for income received under this SPA. Both Parties shall use reasonable efforts to administer this SPA and implement its provisions so as to minimize taxes and other governmental charges.

17. ASSIGNMENT

Upon prior written notice, and the reasonable opportunity to object thereto, VENDOR may freely assign the duties and obligations of VENDOR under this SPA, and no consent of VVCCD shall be required. . Any attempted assignment in violation of this provision shall be void.

18. AMENDMENT

No amendment or variation of the terms of this SPA shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this SPA is binding on either party.

19. AUDIT

VVCCD, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this SPA and expected output of the System. VENDOR will maintain such records for possible audits for a minimum of one (1) year after final payment under this agreement, unless a longer period of records retention is stipulated. VENDOR will allow the auditor(s) access to such records during normal business hours after reasonable notice and to allow interviews of any employees who might reasonably have information related to such records. Further, VENDOR will include a similar right of VVCCD to audit records and interview staff in any subcontract related to performance of this SPA.

20. INDEPENDENT VENDOR

VENDOR, and its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of VVCCD in the performance of this SPA.

21. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

22. UNENFORCEABLE PROVISION

In the event that any provision of this SPA is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this SPA have force and effect and shall not be affected thereby.

23. COUNTERPARTS

This SPA may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one agreement after each Party has signed such a counterpart.

24. FULL INTEGRATION

This SPA constitutes the entire fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this SPA and intending to be legally bound hereby, VVCCD and VENDOR have executed this SPA as of the Effective Date.

VENDOR: _____

By: _____

TITLE:

By: _____

TITLE:

VVCCD: THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _____

TITLE:

EXHIBIT 1

MINIMUM OUTPUT GUARANTEES AND BILLING METHODOLOGY

1. Expected Performance Output for the First and Subsequent Operational Years:

For the first Operational Year the Expected Performance Output is set forth in the schedule below, which assumes an Annual Degradation Factor of 0.85% per year.

For subsequent years the Expected Performance Output shall be revised every year on the anniversary of the Commercial Operation Date by the annual degradation factor specified above.

Year	Expected Performance Output	Guaranteed Minimum Output Performance (KWh)
1	[To be provided]	2,178,000
2		2,695,350
3		2,672,700
4		2,650,050
5		2,627,400
6		2,604,750
7		2,582,000
8		2,559,000
9		2,537,000
10		2,514,000
11		2,492,000
12		2,469,000
13		2,446,000
14		2,424,000
15		2,401,000
16		2,378,000
17		2,356,000
18		2,333,000
19		2,310,000
20		2,288,000
21		2,265,000

First year will be based on 12 full months from Commercial Operation Date

3. Calculation of Lost Savings Payment

$$LS = (GMOPE - AE) \times RV$$

Where: LS = Lost Savings

and further where:

GMOPE = Guaranteed Minimum Output Performance as measured in total annual kWh as tabulated above.

AE = Annual Electricity as measured in total annual kWh delivered by the System to the Site

$RV = (AEP - ACP)$

Where,

AEP = Annual average otherwise applicable electricity price in \$/kWh. This price is determined by dividing the total cost for delivered electricity paid to the Utility during the previous 12 month period by the total annual power delivered by the Utility

ACP is the contract price for the previous 12 month period in \$/kWh


If RV is zero or less, then no Lost Savings payment is due to VVCCD.

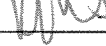
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: Proposal – gkkworks – Obtaining Educational Center Status

SUBMITTED BY: Steve Garcia, Director Facilities/Construction

RECOMMENDED BY: GH Javaheripour, Vice President Administrative Services 

APPROVED BY: Robert Silverman  _____

Description/Background:

The District desires to enter into an agreement both gkkworks for consultant services for development of application and assistance in guiding VVCCD through the State process for obtaining formal center status.

Need:

Center status will provide the District eligibility for state capital outlay funds, maintenance costs and a base allocation of \$1M/year to operate the center.

Fiscal Impact: Bond Budget, \$255,000.00

Recommended Action:

Approval to enter into an agreement with gkkworks to prepare all paperwork for application for center status at the Eastside site and the Letter of Intent for the Westside Center

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

PROPOSAL FOR
Obtaining Educational Center Status



Eastside Public Safety Training Facilities

And

Westside Center Letter of Intent

Victor Valley Community College District

October 8, 2009

gkkworks

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INTRODUCTION

gkkworks presents this proposal for consultant services for assistance in guiding the Victor Valley Community College District through the State process for obtaining formal educational center status for the Eastside Public Safety Training Facilities and for completion of a Letter of Intent for the Westside Center.

A formal educational center is a Commission approved off-campus operation owned or leased by the parent district and administered by a parent community college. It offers instructional programs leading to certificates or degrees conferred by the parent institution. The Commission recognizes, as does the Chancellor's Office, that educational centers are a cost-effective alternative to building full-service campus. They can increase learning productivity, promote local economic development and help community college districts to serve rural and remote areas.

Center Status provides the following benefits that outreach centers are not eligible for:

- Eligibility for State Capital Outlay funds.
- Maintenance Costs are allocated separately from other campuses.
- Each Commission approved center receives a base allocation of \$1,000,000¹.

The average community college district spends approximately 2-3 years obtaining formal educational center approval for an outreach site. The California Postsecondary Education Commission (CPEC) Guidelines outline the necessary steps to gain this formal status. Included in the process is a mandatory outreach effort to neighboring institutions to determine the potential impact of a new center on their institution. Furthermore, documents must be created that outline the future of the educational center and demonstrate the need for a center in the proposed location. These documents include a formal Letter of Intent, enrollment and financial projections for submittal to the Department of Finance, a Needs Analysis that will ultimately be approved by the Board of Governors, and an Environmental Impact Report. To complete these documents and move them through the process, a large amount of coordination with various agencies, as well as with neighboring institutions, is required.

gkkworks is proposing to participate in planning meetings, coordinate efforts with the District / College, act as a liaison between the District and State agencies and complete the necessary documents to obtain formal center status.

The formal process of approval for an educational center has been outlined by CPEC and can be found as a part of this proposal in Attachment A. Attachment A is a brief report detailing the required documents and submittal process. gkkworks will follow the CPEC Guidelines when completing the center status work for the Victor Valley Community College District – Eastside Public Safety Training Facilities, and Westside center.

¹ Currently, SB 361 states that to receive basic allocation of \$1,000,000, an approved Center must generate greater than or equal to 1000 annualized FTES.

PROPOSED SERVICES

The process is lengthy and documents are to be submitted in a specific sequence per CPEC guidelines. Following this sequence, the District can expect a 2-3 year timeframe, including required agency review and approvals, for completion. gkkworks has written this scope in the phases as each step will require State agency approval.

The following Phase will be completed for both the Eastside and Westside centers.

Phase 1

- Review and analyze existing documents regarding the development of the Eastside Public Safety Training Facilities and the Westside center. This includes:
 - Thorough review of environmental documents associated with the new site
 - The lease agreement or purchase agreement for the site
 - All planning materials related to the center
 - Americans with Disabilities Act (ADA) transition plan (if available)
- Attend kick-off and information gathering meetings. Gather needed population, FTES and enrollment data, zip code areas and other documents and information regarding the site.

Upon review of available data and documents provided by the District, gkkworks will develop and coordinate efforts with the District, act as a liaison between the District and State agencies, and complete the necessary documents to draft the Preliminary Notice.

- Complete Preliminary Notice
A Preliminary Notice represents an informational process and does not require formal consideration or approval by CPEC.

The Preliminary Notice includes the following information:

- The general location of the proposed new institution.
- The type of institution under consideration.
- The estimated enrollment and FTES at the proposed campus opening date and within the first five years of operation using in-depth research and projection methodologies.
- A copy of the agenda item(s) discussed by the local district or system governing board, discussing the authorization for development of the center.

Phase 2

The following phase will be completed for both the Eastside and Westside centers.

Letter of Intent (LOI)

The LOI permits CPEC to recommend against or be in support of a Needs Analysis to determine if a Commission approved center is reasonable. This recommendation is provided before the institution starts any serious planning and development activities. Approval by the commission allows the Victor Valley Community College District to move forward with a Needs Analysis.

The Letter of Intent contains the following information:

- An updated five-year enrollment and attendance projection (headcount and Full Time Equivalent Students-FTES) for the new educational center. Demographic Research Unit (DRU) assistance may be required in developing the projection, but approval is not required at this stage.

- Current maps of the area with population densities, topography, and road and highway configurations.
- A map showing a Sphere of Influence for the proposed educational center. Additionally, spheres of influence of existing district outreach center locations and community college campuses should be included on the map.
- A time schedule for development of the new educational center, including preliminary dates and enrollment levels at the opening; intermediate; and final build out stages.
- A tentative five-year capital outlay budget starting on the date of the first capital outlay appropriation.
- Identification of neighboring public and independent institutions and/or Districts.
- A copy of the Resolution by the district governing board authorizing the new educational center.
- A copy of the district's most recent five-year capital construction plan.
- The location of the new educational center in terms as specific as possible. A brief description of each site under consideration should also be included.

Phase 3

The following phase will be completed for the Eastside center.

Needs Study/Needs Analysis

The purpose of the Needs Analysis is to provide evidence of the need for requesting formal approval from the Commission to achieve center status for the Eastside Public Safety Training Committee. The criteria for a complete Needs Study/Analysis are as follows:

- **General Description and Overview**
The opening section must include the following: general description of the proposal, a physical description of the site, and a social and demographic analysis of the surrounding areas. Also, it includes socioeconomic data of the region with income levels and racial/ethnic categorization.
- **Enrollment Projections**
Enrollment projections must justify the establishment of the center. Enrollment projections for the first ten years of operation must be provided. Additionally, enrollment projections also should include Full Time Equivalent Students (FTES) projections and FTES per headcount student. Formal methodologies including current area and regional population data as well as student enrollment data, participation rates will be utilized. The State Chancellor's Office and the Demographic Research Unit (DRU) of the Department of Finance must approve all community college district projections. For a new community college center, enrollment projected for the district proposing the center should exceed the planned enrollment capacity of existing district colleges and centers.

A compelling regional or local need must be demonstrated if the district enrollment projection does not exceed the planned enrollment capacity of existing district colleges/centers. A review of current labor market information as well as economic development conditions will be assessed, as required, to discuss the enrollment need and potential capacity of the proposed center.

- **Alternatives that should be addressed**
Discussion regarding the feasibility of the following alternatives should be included:
 - The expansion of existing institutions within the region.
 - The increased utilization of existing institutions.

- The shared use of existing or new facilities and programs with other post secondary institutions.
- The use of non-traditional modes of instructional delivery such as television, computerized instruction, Internet, etc.
- Private fund raising or donations.

Additionally, the Commission requires a cost-benefit analysis of these alternatives, including a consideration of alternative sites for the center (articulated and documented) must be completed. The Environmental Impact Report (EIR) criterion must be met for approval to be granted.

If a community college district already owns or will have received as donation the site on which a new institution is proposed to be located, a strong justification for a "sole-sourcing" the site in question must be included in the analysis. Options to be discussed include: the sale of the site, with the resulting revenue used to purchase a better site, or an alternative delivery system such as collaboration with another public or private institution.

- **Academic Planning and Program Justification**
The proposal needs to include a preliminary description of the proposed academic degree and/or certificate programs with a list of all course offerings, whether or not they are part of a degree or certificate track. In addition, a description of the center's academic/ occupational structure must be provided that matches the program guidelines and State goals.
- **Student Services and Outreach**
The proposal must include a description of the student services planned (financial aid, tutoring, counseling, etc).
- **Support and Capital Outlay Budget Projections**
The following effects on budget should be included:
 - A five-year capital outlay projection including Assigned Square Feet (ASF) anticipated being required each year of the projection period, with estimates of the average construction cost per ASF.
 - A five-year projection of anticipated support costs, such as administration, academic programs (including vocational/occupational), academic support, and other standard expenses.
- **Geographic and Physical Accessibility**
The following items regarding accessibility should be included:
 - A plan in compliance with the Americans with Disabilities Act, for student, faculty and staff transportation to the proposed campus.
 - Plans for student and faculty housing (projections of needed on-campus residential facilities), if appropriate.
- **Effects on Other Institutions**
The following information regarding potential effects on other institutions should be included:
 - Evidence must be provided that other systems, institutions and communities in which the new campus is to be located were consulted during the planning process. Examples of documentation should include letters of support from responsible agencies, groups and individuals. All neighboring community college districts must be included in the consultation process.

- The district must take into consideration the conversion impact on existing and projected enrollments in neighboring institutions.
- Existing and projected enrollments in adjacent community colleges must not be reduced by the conversion (to the level of damaging their economy of operation or to create excess enrollment capacity or duplication of programs).
- **Environmental Impact**
The proposal must include the summary draft or final Environmental Impact Report (EIR) for the site.
- **Economic Efficiency**
Priority is given to projects not requiring 100 percent of costs to be paid by the State, but contain certain gifts of land, construction costs or equipment. A similar priority is provided to new campuses engaged in collaborative efforts with other segments to expand educational access in underserved regions of the State.

Within approximately 60 days upon receipt of a Needs Study, the Commission Executive Director will certify to the district's Chief Executive Officer that the analysis is complete or that it requires additional information. If it appears incomplete, the Executive Director will indicate the specific deficiencies. Once the Executive Director has certified that all necessary materials for the Needs Study have been received, within approximately six months, the Commission will approve or disapprove the new institution.

Once action is taken by the Commission, its Executive Director will notify the district Executive Officer, appropriate Legislative Committee Chairs, the Department of Finance and the Office of the Legislative Analyst.

gkkworks will coordinate and attend necessary meetings to complete all documents. If it becomes necessary for a consultant from gkkworks to visit the District / College for meetings, data and information gathering regarding this phase of the proposed scope of work, gkkworks will bill this on a time and materials basis at an additional cost. Travel will not occur without approval from the District.

SCHEDULE

gkkworks will begin Phase 1 of the above outlined scope of work following the receipt of a Notice to Proceed. The preliminary notice for each center will be delivered for review within 30 days following approval of a contract. The Letter of Intent will be delivered 90 days after the approval of a contract. The Needs Analysis will be delivered 6 months after the CPEC approval of the Letter of Intent. All deadlines are contingent upon the cooperation of the District in completing the necessary reviews and providing any needed information.

Schedules for center status vary greatly as a result of the differing characteristics with the center status projects. As stated earlier, the duration of the typical process is 2-3 years. gkkworks will work closely with the District to create a schedule(s) and outline the possibilities for completion.

FEE

For the services delineated above, the Client shall pay the Contractor at an hourly rate as defined in the rate schedule below. The fee shall cover all normal business expenses by the contractor on behalf of the Client. Client also agrees to reimburse Contractor for all necessary and pre-approved reimbursable expenses, including travel. Reimbursable expenses will not exceed \$10,000.

Hourly Rate Schedule

Principal	\$210.00
Director	\$195.00
Planning Manager	\$185.00
Senior Planner	\$175.00
Planner	\$150.00
Research Analyst	\$135.00
Contract Administrator	\$85.00
Production Lead	\$85.00
Administrative Support	\$75.00

The fee will be billed monthly on a time and materials basis, not to exceed \$255,000.00. The fee is broken down by task as follows:

Task	Task Total
Phase 1 | Preliminary Notice, Review of documentation & Prepare for Research	\$25,000
Phase 2 | Letter of Intent, Preparation of maps, outreach, meetings and planning sessions	\$55,000
Phase 3 | Completion of the Needs Analysis, Coordination of Research with the State Chancellor’s Office and the Demographic Research Unit (DRU) of the Department of Finance.	\$175,000
Total	\$255,000

FEE PAYMENT STRUCTURE

This work will be billed monthly for the work completed on a time and materials basis but will not exceed \$255,000. Work will be billed as soon as work commences.

NEXT STEPS

Upon approval of this proposal, gkkworks will provide the District with a contract for execution. If the District wishes for work to proceed immediately, please sign the Notice to Proceed. Upon receipt of this Notice to Proceed, gkkworks will begin work with subsequent billing to follow.

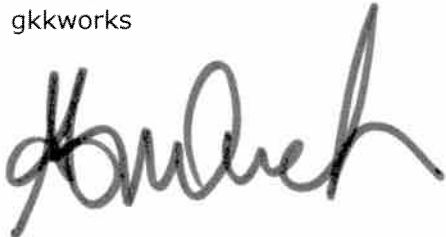
This proposal is valid for 90 days.

SUMMARY

This proposal is based upon our understanding of the scope of services as herein described. If the scope of the project or services is otherwise, the proposal shall be adjusted accordingly to the mutual satisfaction of both the Client and gkkworks. We appreciate the opportunity to provide services regarding this important effort.

SUBMITTED BY:

gkkworks

A handwritten signature in black ink, appearing to read 'H. M. ...', written over a light gray background.

Date: October 8, 2009

ACCEPTED BY:

Name: _____

Title: _____

Date: _____

ATTACHMENT A REVIEW PROCESS FOR APPROVAL OF A COMMUNITY COLLEGE EDUCATIONAL CENTER (Summarized from CPEC's Guidelines)

Each segment of the public higher education system may establish a new educational center using a three-phase process:

1. **Preliminary Notice**
A Preliminary Notice represents an informational process and does not require formal consideration or approval by the California Post Secondary Commission (CPEC).
2. **Letter of Intent (LOI)**
The LOI permits the Commission to recommend against or be in support of a proposal for approval before the institution starts any serious planning and development activities.
3. **Needs Study/Needs Analysis**
A Need Study/Analysis is a formal proposal that provides findings from a comprehensive analysis of project need.

PRELIMINARY NOTICE

Indicates the following information:

- The general location of the proposed new institution.
- The type of institution under consideration.
- The estimated enrollment at the proposed campus opening date and within the first five years of operation.
- A copy of the agenda item discussed by the local district or system governing board, if any.

Submitted to:

- California Community Colleges Chancellor's Office

LETTER OF INTENT (LOI)

Contains the following information:

- A preliminary five-year enrollment and attendance projection (headcount and Full Time Equivalent Students-FTES) for the new educational center, developed by the District. Demographic Research Unit (DRU) assistance may be required in developing the projection, but approval is not required at this stage.
- Maps of the area with population densities, topography, and road and highway configurations.
- A map showing a Sphere of Influence for the proposed educational center. Additionally, spheres of influence of existing district outreach center locations and community college campuses should be included on the map.
- A time schedule for development of the new educational center, including preliminary dates and enrollment levels at the opening; intermediate; and final build out stages.
- A tentative five-year capital outlay budget starting on the date of the first capital outlay appropriation.
- Identification of neighboring public and independent institutions.
- A copy of the Resolution by the district governing board authorizing the new educational center.
- A copy of the district's most recent five-year capital construction plan.
- The location of the new educational center in terms as specific as possible. A brief description of each site under consideration should also be included.

- When converting an off-campus operational center to an educational center, the enrollment history of the off-campus operation.

No later than sixty days following submission of the completed LOI, the Commission Executive Director responds to the district. If plans appear reasonable, the Director advises the district to move forward with site acquisition or further development plans. If any shortcomings or limitations exist in the LOI, the Director will address them at this time. If the Director is not able to approve the LOI as submitted, he or she will, within 30 days, indicate to the district the specific reasons why the LOI is incomplete.

Submitted to:

- California Community College Chancellor's Office with copies to the California Post Secondary Education Commission, Department of Finance, the Demographic Research Unit, and the Office of the Legislative Analyst no less than two years prior to the time it expects to establish a new community college center.

NEEDS STUDY/ANALYSIS

The purpose of the Needs Analysis is to provide evidence of the need for and location of new institutions and campuses. The criteria for a complete Needs Study/Analysis are as follows:

- **General Description and Overview**
The opening section must include the following: general description of the proposal, a physical description of the site, and a social and demographic analysis of the surrounding areas. Also, it includes socioeconomic data of the region with income levels and racial/ethnic categorization.
- **Enrollment Projections**
 - Enrollment projections must justify the establishment of the center. Enrollment projections for the first ten years of operation must be provided. Additionally, enrollment projections also should include Full Time Equivalent Students (FTES) projections and FTES per headcount student.
 - The State Chancellor's Office and the Demographic Research Unit (DRU) of the Department of Finance must approve all community college district projections. For a new community college center, enrollment projected for the district proposing the center should exceed the planned enrollment capacity of existing district colleges and centers.
 - A compelling regional or local need must be demonstrated if the district enrollment projection does not exceed the planned enrollment capacity of existing district colleges/centers.
- **Alternatives that should be addressed**
Discussion regarding the feasibility of the following alternative should be included:
 - The expansion of existing institutions within the region.
 - The increased utilization of existing institutions.
 - The shared use of existing or new facilities and programs with other post secondary institutions.
 - The use of non-traditional modes of instructional delivery such as television, computerized instruction, Internet, etc.
 - Private fund raising or donations.

Additionally, a cost-benefit analysis of these alternatives, including a consideration of alternative sites for the center (articulated and documented) must be completed. The Environmental Impact Report (EIR) criterion must be met for approval to be granted.

If a community college district already owns or will have received as donation the site on which a new institution is proposed to be located, a strong justification for a “sole-sourcing” the site in question must be included in the analysis. Options to be discussed include: the sale of the site, with the resulting revenue used to purchase a better site, or an alternative delivery system such as collaboration with another public or private institution.

- **Academic Planning and Program Justification**
The proposal needs to include a preliminary description of the proposed academic degree and/or certificate programs with a list of all course offerings, whether or not they are part of a degree or certificate track. In addition, a description of the center’s academic/occupational structure must be provided that matches the program guidelines and State goals.
- **Student Services and Outreach**
The proposal must include a description of the student services planned (financial aid, tutoring, counseling, etc).
- **Support and Capital Outlay Budget Projections**
The following effects on budget should be included:
 - A five-year capital outlay projection including Assigned Square Feet (ASF) anticipated being required each year of the projection period, with estimates of the average construction cost per ASF.
 - A five-year projection of anticipated support costs, such as administration, academic programs (including vocational/occupational), academic support, and other standard expenses.
- **Geographic and Physical Accessibility**
The following items regarding accessibility should be included:
 - A plan in compliance with the Americans with Disabilities Act, for student, faculty and staff transportation to the proposed campus.
 - Plans for student and faculty housing (projections of needed on-campus residential facilities), if appropriate.
- **Effects on Other Institutions**
The following information regarding potential effects on other institutions should be included:
 - Evidence must be provided that other systems, institutions and communities in which the new campus is to be located were consulted during the planning process. Examples of documentation should include letters of support from responsible agencies, groups and individuals. All neighboring community college districts must be included in the consultation process.
 - The district must take into consideration the conversion impact on existing and projected enrollments in neighboring institutions.
 - Existing and projected enrollments in adjacent community colleges must not be reduced by the conversion (to the level of damaging their economy of operation or to create excess enrollment capacity or duplication of programs).
- **Environmental Impact**
The proposal must include the summary draft or final Environmental Impact Report (EIR) for the site.

- **Economic Efficiency**

Priority is given to projects not requiring 100 percent of costs to be paid by the State, but contain certain gifts of land, construction costs or equipment. A similar priority is provided to new campuses engaged in collaborative efforts with other segments to expand educational access in underserved regions of the State.

Within approximately 60 days upon receipt of a Needs Study, the Commission Executive Director will certify to the district's Chief Executive Officer that the analysis is complete or that it requires additional information. If it appears incomplete, the Executive Director will indicate the specific deficiencies. Once the Executive Director has certified that all necessary materials for the Needs Study have been received, within approximately six months, the Commission will approve or disapprove the new institution.

Once action is taken by the Commission, its Executive Director will notify the district Executive Officer, appropriate Legislative Committee Chairs, the Department of Finance and the Office of the Legislative Analyst.

Submitted to:


- California Community College Chancellor's Office with copies to the California Post Secondary Education Commission, Department of Finance, the Demographic Research Unit, and the Office of the Legislative Analyst.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: Proposal – gkkworks - One Stop Student Services Building Scoping Documents

SUBMITTED BY: Steve Garcia, Director Facilities/Construction

RECOMMENDED BY: GH Javaheripour, Vice President Administrative Services 

APPROVED BY: Robert Silverman  _____

Description/Background:

The development of a new Student Services building to include all college personnel and access to student services technology in a one stop. The location and adjacent parking will be included within scoping documents to be presented to potential contractors.

Need:

Scoping documents provide outline engineering specifications for civil, structural, mechanical, plumbing, and electrical systems with architectural outline specifications that incorporated accessibility, fire and life safety concerns.

Fiscal Impact: Bond Budget, \$239,228.00.

Recommended Action:

Approval to enter into an agreement with Program Manager, gkkworks to prepare scoping documents consistent with current building codes, Title 24, DSA and local fire authority including landscape outline specifications.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



3600 Lime Street, Suite 632 | RIVERSIDE, CA 92501
951 778 0704 | 951 778 0405 FAX | www.gkkworks.com

October 27, 2009

Dr. Robert Silverman
President
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395

**Re: Proposal to provide Scoping Documents for the new Victor Valley College
One Stop Student Services Building**

Dear Dr. Silverman:

gkkworks is pleased to provide this proposal for to prepare Scoping Documents for the new One Stop Student Services Building to be located at Victor Valley College's Main Campus.

PROJECT UNDERSTANDING

Our understanding of this proposed design assignment is that the new One Stop Student Services Building will be approximately \$14,000,000 to \$15,000,000 in construction cost for the project.

SCOPE OF WORK

The scope of work for this project includes architectural and engineering services to develop a set of Scoping Documents for new One Stop Student Services Building to be prepared for Design Build Entity teams to bid from.

Outline Engineering Specifications for Civil, Structural, Mechanical, Plumbing and Electrical systems will be provided along with Architectural outline specifications that incorporates accessibility and fire and life safety concerns to meet the performance objectives of current building codes, Title 24, DSA and the Local Fire Authority. In addition a Landscape Architect will be utilized to provide Landscape Outline Specifications for the One Stop Student Services Building.



Scope / Criteria

A. Site Location

1. Review (3) potential site locations near Building 10 as candidates for new One Stop Student Services building site and parking lot as well as new long-term future adjacent building sites.
2. Review existing public utilities for projected project sizing, capacity, location and proximity to proposed site.
3. Review impacts to selected project site with regard to new Peach Avenue and modifications of Spring Valley Road and Francesca with District's Traffic Consultant.
4. Hold two offsite development meetings with local agencies to coordinate existing and new required infrastructure for:
 - a. Public Utilities
 - b. Fire Department
5. Prepare an initial site/building concept plan for One Stop Student Services Building site to include elevations, massing, and three-dimensional massing study.

B. Conceptual Project Scoping Documents (Deliverables/Tasks) One Stop Student Services Building

Prepare conceptual Scoping Documents intended for distribution to proposing Design-Build Entity teams to prepare a project Proposal to VVCCD, including the following items:

1. Design-Build Entity Team Letter (including the following information)
 - a. Schedule of Request for Proposal (RFP) invitation
 - b. Conceptual Programming Documents Table of Contents
2. Conceptual Project Definitions:
 - a. Conceptual Project Space Programming (Siting and stacking information)
3. Prepare Design-Build Entity Team required Scope of Work narrative.
4. Prepare a list of VVCCD project expectations for the One Stop Student Services Building.
5. Conceptual Site Infrastructure Space Summary.

6. Conceptual Building Program Space Summary.
7. Conceptual Building Adjacency Diagrams.
8. Conceptual Room Data Sheets.
9. Obtain Existing Site Exhibits from VVCCD including:
 - a. American Land Title Association (ALTA) Survey
 - b. Topographic Survey
 - c. Utility Survey
 - d. Geotechnical Report
 - e. Geo-Hazard Report
 - f. Hazardous Materials Survey
 - g. Projected California Environmental Quality Act (CEQA)/Environmental Impact Report (EIR) Certification requirements and Schedule.
 - h. Traffic Study

Such exhibits will be included in Scoping Documents and provided to Design Build Entity firms as basis of criteria for their designs.

10. gkkworks to participate in final presentation for Design-Build Entity Team selection and review of architectural submission for each of the teams submitting proposals.
11. Prepare review and decision criteria for Scope of Work (SOW) for Design-Build Entity Team Architectural Design Services.
 - a. Review Design-Build Proposals for site and building program confirmation.
 - b. Develop design review criteria for Design-Build Proposal Evaluation Factors (Points & Weighting)
12. Review Design-Build Entity Team's phased architectural SOW:
 - a. Schematic Design Phase deliverables
 - b. Design Development Phase deliverables
 - c. Construction Documents Phase deliverables
 - d. Construction Administration (Project Delivery) deliverables and project record tools and methodologies such as schedule, budget control, monthly report, etc.
13. Design-Build Entity Team – Project administration coordination
 - a. Pre-submittal Meeting
 - b. Project Representative of design intent during construction observation



C. Division of State Architect

1. Attend with Design-Build Entity and District representative the Division of State Architect (DSA) Collaborative Pre-Application Meeting to review proposed project.
2. Attend DSA Submission / Intake Meeting with Design-Build Entity Team
3. Prepare DSA Project closeout activity, review, approval matrix

PROPOSED SCOPING DOCUMENT DELIVERABLE SCHEDULE

1. gkkworks proposes an approach to expedite the delivery of the Scoping Documents project for the One Stop Student Services Building. Currently, our initial approach to the project contemplates a 90 day timeframe for preparation and submittal of the Scoping Documents.
2. gkkworks will collaborate with VVCCD to establish an approach and schedule acceptable for delivery of Scoping Documents.
3. Additional factors beyond both VVCCD and gkkworks control may include:
 - a. Potential CEQA/EIR document review and certification
 - b. Project review by Agency and/or utility company interface, regulation compliance and required review and schedule approval.
4. gkkworks will work with VVCCD to complete these scoping documents at the earliest possible time.
5. Submit copy of scoping documents to VVCCD for review and comments prior to delivery to DBE.

PROFESSIONAL SERVICES FEES

- A. The preparation of Site Planning, Programming, Architectural and Engineering Outline Specifications and Scoping Documents, along with DSA assistance described herein will be performed for the lump sum of \$239,228 (Two Hundred Thirty-nine thousand two hundred twenty-eight dollars).
- B. Reimbursable expenses are included.
- C. For any additional services, the fee shall be computed on an hourly basis. As exhibited in the Hourly rate sheet for the Program Management contract between the District and gkkworks.



D. Consultants and Engineers not included in gkkworks' Basic Services include:

- 1. Land Survey
- 2. Environmental Engineer for CEQA & EIR
- 3. Hazardous Materials Survey
- 4. Geotechnical Engineer
- 5. Testing and Inspection
- 6. Traffic Engineer

E. Items excluded from our Scope:

- 1. Agency Fees

Summary

This proposal is based upon our understanding of the project scope as herein described. If the scope of the project or services is otherwise, the proposal shall be adjusted accordingly to the mutual satisfaction of both Victor Valley Community College District and gkkworks. We appreciate the opportunity to provide services to the Victor Valley Community College District by assisting you with the implementation of this important effort.

SUBMITTED BY:

ACCEPTED BY:

gkkworks

Victor Valley Community College District

Kris Kay, AIA
Principal, Higher Education Studio

Name:


Title:

Date: 10/27/09

Date:

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** ___ **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – MOHAWK COMMERCIAL, INC.
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: GH Javaheripour 
APPROVED BY: Robert Silverman _____

Description/Background:

The District wishes to enter into an agreement to replace worn carpet in the Student Activities Center, Counseling/Administration building, and Liberal Arts building.

The State awards California Multiple Award Schedule (CMAS) contracts based on consideration of cost as well as other qualitative factors such as supplier experience, qualifications, and performance history. Pursuant to California Public Contract Code Sections 10298 and 10299, the State makes CMAS supplier contract agreements and pricing available to public agencies. The pricing for this purchase and installation conforms to CMAS agreement #4-06-72-0039A. Accordingly, Mohawk Commercial, Inc.'s pricing is considered fair and reasonable and no further competitive procurement actions are required. The District wishes to utilize the use of this CMAS agreement for the purchase and installation of replacement carpet for the above mentioned facilities.

A copy of the original CMAS agreement is available for review in the Superintendent/President's office.

Need:

The District receives State funds for Scheduled Maintenance on an annual basis. The District must match these funds to use toward specific projects. Due to the worn condition of the carpet in the Student Activities Center, Counseling/Administration building and the Liberal Arts building, and the associated trip and fall hazard, these areas were approved by the State to receive the funding. Some portions of the Student Activities Center carpet replacement will be paid by Auxiliary Services. This is defined within the contract documents.

Recommended Action: It is recommended that the Board of Trustees approve the contract with Mohawk Commercial, Inc. in the amount of \$152,980.41 for carpet replacement for the Student Activities Center, Counseling/Administration building and Liberal Arts building.

Fiscal Impact: \$100,000.00 – Scheduled Maintenance State and District (50/50).
\$52,980.41 – Auxiliary Services.

Legal Review: YES X NOT APPLICABLE ___

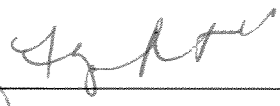
Reference for Agenda: YES ___ NO ___


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: REVISED JOB DESCRIPTION

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

Revision of the job description for the director of Financial Aid is needed to update and accurately portray the duties prior to recruitment.

Need:

Board approval is required to approve the revisions to the attached job description.

Fiscal Impact: None.

Recommended Action: It is recommended that the Board of Trustees approve the revised job description as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR OF FINANCIAL AID

BASIC FUNCTION:

Under the direction of an area administrator, plan, organize, develop, implement, direct and coordinate the district Financial Aid and scholarship programs; provide leadership in the areas of planning and application for funding, budget development, monitoring, evaluation, and reporting, of the Financial Aid and scholarship programs throughout the district and the community; train, supervise, evaluate and participate in the selection of assigned staff.

REPRESENTATIVE DUTIES:

Plan, organize, develop, implement, direct and coordinate the district Financial Aid and scholarships programs, including grants, loans, Federal Work Study, scholarships, and veterans benefits. **E**

Read, understand, interpret and implement federal and state regulations and guidelines governing financial aid programs, including but not limited to Pell grants, Stafford loans, Supplemental Educational Opportunity grants, college work study, direct student loans, Board of Governors grants, California grants and Veterans Administration; maintain current knowledge of regulation and guideline revisions and implement accordingly. **E**

Plan, develop, evaluate and direct the implementation of policies and procedures to ensure accurate record keeping, accurate and timely student awards, and timely disbursements of financial aid to eligible students in accordance with federal and state regulations and institutional policies requirements. **E**

Plan, organize, direct and coordinate the dissemination of information about financial aid and scholarship programs to current and potential students; assure that students' consumer rights are protected according to the mandates of higher education amendments. **E**

Supervise the maintenance of financial aid records including awards and cumulative records of each recipient to prevent "over-awarding" of funds. Review student files and proposed aid packages to ensure compliance with federal and state guidelines. Review and evaluate student files to determine financial eligibility and special circumstances to determine appropriate revisions to aid packages; ~~serve as the chairperson for the financial aid Appeal Committee and the Scholarship Committee.~~ **E**

Plan, organize, and prepare the district's applications for federal and state funds; prepare a variety of complex statistical and narrative annual and other periodic reports to federal, state and local agencies to support the financial aid program; prepare applications and

proposals to obtain federal, state and private student aid funds; assure maintenance of accurate records and balance accounts with fiscal services records. **E**

Train, supervise and evaluate the performance of assigned personnel; provide technical direction and guidance; counsel and discipline employees as needed; reassign work to assure timely completion. **E**

Communicate with other district personnel to coordinate effective financial aid services; provide technical expertise and inform students, staff and administrators regarding financial aid and scholarship programs, policies and procedures; conduct orientations and workshops to explain financial aid regulations, requirements and application procedures. **E**

Attend conferences, workshops and training seminars to keep abreast of changes in federal and state regulations; represent the college to other educational institutions and community organizations. **E**

Operate a computer and applicable software to input data, retrieve and generate a variety of reports. **E**

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Extensive and current knowledge of applicable federal and state regulations and policies, including but not limited to State Education Code, Title IV regulations, Federal Register and other applicable laws, governing financial aid and scholarship programs being administered.

Evaluation of need analysis documents and aid packaging concepts.

Eligibility requirements and application procedures for assigned financial aid programs. Graduation and transfer requirements to determine "satisfactory progress."

Interviewing and counseling techniques.

Principles of supervising, training and providing work direction.

Financial and statistical record-keeping techniques.

Electronic data processing procedure and applications.

Applicable sections of State Education Code, Title IV regulations, Federal Register and other applicable laws.

District organization, operations, policies, and objectives.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Basic math.

Operation of office machines, a computer terminal, data entry techniques and applicable software.

Preparation, maintenance, verification and processing of financial aid records.

Telephone techniques and etiquette.

ABILITY TO:

Plan, develop, organize, direct and coordinate the functions of the Financial Aid and scholarships programs.
Read, understand, interpret, explain, and apply a wide range of written materials having technical, legal and policy content.
Maintain current knowledge of program rules, regulations, requirements, and restrictions.
Assist and relate to individuals from diverse cultural backgrounds.
Train, direct, supervise, coordinate, and evaluate the work of assigned personnel.
Exercise sound judgment in reviewing and screening applications for financial aid to determine eligibility and evaluate special circumstances.
Establish and maintain cooperative and effective working relationships with students, faculty, socioeconomic, cultural, ethnic and disability backgrounds.
Communicate effectively both orally and in writing.
Meet schedules and timelines.
Work confidentially with discretion.
Answer telephones and greet the public courteously.
Prepare and deliver oral presentations.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited institution of higher education with a major in business administration, public administration, or related fields and four years of increasingly responsible college financial aid experience including two years of supervisory experience.

WORK CONDITIONS:

Office environment; subject to ~~constant~~ interruptions.

Position requires hearing, moderate lifting, bending and reaching above shoulder, sitting or standing for extended periods. Of time, speaking to exchange information and interview students, and dexterity of hands and fingers to operate a computer terminal and other office equipment.

Incumbent may be exposed to abusive and hostile individuals.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** **X** **BOARD INFORMATION (no action required)** ___

TOPIC: Extension of Employment Contract for Superintendent/President

SUBMITTED BY: Fusako Yokotobi, Vice President Human Resources

RECOMMENDED BY: Jeffrey Morris, Stutz, Artiano, Schinoff & Holtz

APPROVED BY: Joe Range, Board President _____

Description/Background:

The District desires to extend the employment contract for the Superintendent/President from July 1, 2010 through June 30, 2013.

Need:

It is necessary for the Superintendent/President to have an employment contract.

Fiscal Impact: Budgeted, no additional increase

Recommended Action:

Approval of the employment contract extension for the Superintendent/President from July 1, 2010 through June 30, 2013.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
EMPLOYEE AGREEMENT
SUPERINTENDENT/PRESIDENT**

This Agreement is between the Board of Trustees ("Board") of the Victor Valley Community College District ("District") and Robert Silverman, Superintendent/President, hereinafter referred to as the President.

A. Position

The Board hereby employs Robert Silverman as the District's Superintendent/President.

The President is employed as Superintendent/President and shall be responsible for and perform all duties of Superintendent/President as prescribed by the laws of the State of California, federal laws, board policies, rules and regulations and the profile used to advertise for this Superintendent/President's position, attached hereto as Exhibit A. If a job description is developed or revised, the development or revisions shall be done by mutual agreement between the Board and the President. The President shall be the Board's Chief Executive Officer and shall serve as the secretary to the Board. The President shall have those powers and duties which are delegated by the Board. The President shall execute all powers and duties in accordance with the directives of the Board, the policies and regulations adopted by the Board, federal laws and the laws of the State of California.

The President shall devote all time necessary to the performance of the position of Superintendent/President. The President understands that the demands of the position typically requires more than eight (8) hours per day and/or forty (40) hours per week and that he is not entitled to overtime compensation.

B. Term

The term of this Agreement shall be from July 1, 2010, through June 30, 2013. This agreement is an extension of the agreement entered between the parties on June 12, 2007. The term of this Agreement may be extended at the sole discretion of the Board for periods of one year (that year being July 1 through June 30) upon terms and conditions mutually agreed upon by the Superintendent/President and the Board, provided that the Board acts to extend the term of this Agreement on or before July 1, 2013. The Board reserves the right with the mutual agreement of the President to extend this Agreement at any time.

Should the President voluntarily seek any employment elsewhere during the term of this Agreement, he shall inform the Board of his intention to do so prior to any interview with the prospective employer or a governing board.

C. Salary

The District shall pay to the President as salary the sum of \$203,155.44 per year, for the term beginning July 1, 2010 (subject to any cost of living adjustment). The President's salary shall be payable in twelve (12) monthly installments. The President shall receive a cost of living adjustment (COLA) increase, effective July 1, 2010, and henceforth at the beginning of each subsequent contract year, effective July 1, unless the Board and the President mutually agree to different terms.

The Board of Trustees reserves the right to increase the amount of annual compensation at any time during the term of this Agreement.

D. Fringe Benefits

The District shall provide to the President and eligible dependents medical, dental, vision, and life insurance benefits as offered to other academic administrators of the District, with the understanding that such benefits may change from time to time.

E. Illness Leave

During the term of this Agreement, the President shall earn and accrue one (1) day of illness leave per month for each full month of service rendered. Such illness leave may be accumulated.

F. Holidays and Vacations

The President is entitled to those paid holidays to which academic administrators are entitled, including those provided by law.

During the term of this Agreement, the President shall earn and accrue approximately 1.83 days of vacation for each full month of service rendered. The President may not accumulate more vacation than can be accrued in two years (currently 22 days/year). Vacation must be scheduled at a time convenient to the Board and the operations of the District. At time of separation, accumulated vacation, if any, will be paid at the current per diem rate of the President's salary.

G. Business Expenses

The President is entitled to \$7,500 per year for business expenses and shall give the Board of Trustees a monthly accounting of these expenditures.

H. Performance Appraisal

The Board of Trustees and the President shall meet annually to establish the President's performance goals for the year. The performance goals shall be in writing and form the basis for a written evaluation of the President. The Board shall annually devote a portion of at least one (1) special or regular meeting for appraisal of the President's performance. A failure to timely or properly evaluate the President shall not extend the term of this Agreement nor constitute a breach of this Agreement. A failure to evaluate the President shall not preclude the Board from giving notice of termination in accordance with Section K of this Agreement.

I. Retirement

The position of Superintendent/President is eligible for STRS. The District's contribution for academic administrators is currently 8.25%, and the employee's contribution is currently 8%. Should the President elect to participate in STRS, the President will be entitled to similar contributions and deductions, with the understanding that such amounts may change from time to time.

J. Termination

1. Mutual Consent. This Agreement may be terminated prior to its expiration by mutual consent of the parties at any time. In the event, the parties agree to terminate the agreement before the beginning of the second year of the contract, July 1, 2011, the Superintendent/President shall be entitled to three additional years and four months of Fringe Benefits (as defined above). The additional benefits of three years and four months shall bridge the gap until the Superintendent/President is eligible for Medicare. The additional Fringe Benefits shall continue up to and including October 30, 2013. In the event, the mutual termination occurs after June 30, 2011, but before June 30, 2012, the Superintendent/President shall be entitled to two years and four months of additional Fringe Benefits. In the event, the mutual termination occurs after July 1, 2012, and before the conclusion of this agreement on June 30, 2013, the Superintendent/President shall be entitled to Fringe Benefits up to and including October 30, 2013, at which point, the Superintendent/President will be eligible for Medicare, and any additional Fringe Benefits contemplated under this paragraph will expire.

2. Non-Renewal of the Agreement by Board. The Board may elect not to renew this Agreement for any reason by providing written notice to the President in accordance with Education Code section 72411 or other applicable law.

3. Termination Without Cause. Notwithstanding any other provision of law or of this Agreement, the Board, may unilaterally and without cause or a

hearing, terminate this Agreement upon giving thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to the President, for the remainder of the unexpired term of this Agreement or for six (6) months, whichever is less, a monthly sum equal to the difference between the President's gross monthly salary at the salary rate in effect during his last month of service. The District will not provide any other salary or benefits to the President. The parties agree that this paragraph is to be construed consistent with the requirements of Government Code section 53260 *et seq.* The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to the President resulting from the Agreement's termination without cause. These liquidated damages represent the President's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the President will be foreclosed from bringing any action or proceeding of any nature against the District and the Board.

4. Termination for Cause. The Board may terminate the President's Agreement at any time for breach of contract, any ground enumerated in Education Code section 87732, or failure by the President to perform his responsibilities as set forth in this Agreement and/or Exhibit A, or as defined by law. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the President. The President shall then be entitled to a conference with the Board at which time the President shall be given a reasonable opportunity to address the Board's concerns. This conference shall be the President's exclusive right to any hearing otherwise required by law.

K. Resignation

The President may resign from his employment with the District upon a thirty (30) day written notice prior to the effective date of resignation.

L. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

M. Venue

This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The parties agree that, in the

event of litigation, venue shall be the appropriate state court located in San Bernardino County, California, or in the Federal Court in the Central District of California.

N. Construction

This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

Attachment: Exhibit A [Superintendent/President's position job description]

Dated: _____, 20__

Dr. Robert M. Silverman, Ph.D.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:

Dated: _____, 20__ _____
Joe Range, President

Dated: _____, 20__ _____
Angela Valles, Vice President

Dated: _____, 20__ _____
Dennis Henderson, Trustee

Dated: _____, 20__ _____
Donald Nelson, Trustee


Dated: _____, 20__ _____
Chris Mollenkamp, Trustee

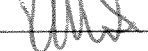
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: MONTHLY FINANCIAL REPORTS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

Financial reports are being presented for the period ending October 31, 2009, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
GENERAL FUND - FUND 01
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 10,899,622			
<u>Revenues</u>				
Federal	\$ 5,372,526	\$ 628,062	\$ 4,744,464	88.31%
State	40,008,859	20,961,019	19,047,840	47.61%
Local	12,696,752	2,182,826	10,513,926	82.81%
Transfers In	5,900,000	0	5,900,000	100.00%
<u>Total Revenues</u>	\$ 63,978,137	\$ 23,771,907	\$ 40,206,230	62.84%
<u>Expenditures</u>				
Academic Salaries	\$ 25,649,649	\$ 5,688,611	\$ 19,961,038	77.82%
Classified Salaries	13,716,592	4,725,866	8,990,726	65.55%
Benefits	15,901,719	2,692,065	13,209,654	83.07%
Supplies	1,404,397	378,309	1,026,088	73.06%
Operating Expenses	13,099,199	2,135,239	10,963,960	83.70%
Capital Outlay	975,486	414,555	560,931	57.50%
Transfers, Grants	684,925	20,148	664,777	97.06%
Contingency	353,895	0	353,895	100.00%
Debt Service Retirement/Interest	0	0	0	
<u>Total Expenditures</u>	\$ 71,785,862	\$ 16,054,793	\$ 55,731,069	
Excess Revenues/(Expenditures)	\$ (7,807,725)	\$ 7,717,114		
Month Ending Fund Balance 10/31/09		\$ 18,616,736		
Projected Ending Fund Balance	\$ 3,091,897			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 28,022,430			
<u>Revenues</u>				
Local Revenues	\$ 1,016,000	\$ 1,741	\$ 1,014,259	99.83%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	<u>\$ 1,016,000</u>	<u>\$ 1,741</u>	<u>\$ 1,014,259</u>	99.83%
<u>Expenditures</u>				
Debt Service Payments	<u>\$ 8,600,000</u>	<u>\$ -</u>	<u>\$ 8,600,000</u>	100.00%
<u>Total Expenditures</u>	<u>\$ 8,600,000</u>	<u>\$ -</u>	<u>\$ 8,600,000</u>	
Net Change in Fund Balance	\$ (7,584,000)	\$ 1,741		
Month Ending Fund Balance 10/31/09		\$ 28,024,171		
Projected Ending Fund Balance	\$ 20,438,430			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 81,339,621			
<u>Revenues</u>				
Interest Income	\$ 750,000	\$ 316,721	\$ 433,279	57.77%
Proceeds from Bonds		\$ 274,227	\$ (274,227)	
<u>Total Revenues</u>	\$ 750,000	\$ 590,948	\$ 159,052	21.21%
 <u>Expenditures</u>				
Travel		\$ 353	\$ (353)	
Contracted Services		20,000	(20,000)	
Buildings - New & Remodel	16,988,571	10,902,184	6,086,387	35.83%
<u>Total Expenditures</u>	\$ 16,988,571	\$ 10,922,537	\$ 6,066,034	
 Net Change in Fund Balance	 \$ (16,238,571)	 \$ (10,331,589)		
Month Ending Fund Balance 10/31/09		\$ 71,008,032		
 Projected Ending Fund Balance	 \$ 65,101,050			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 2,880,247			
<u>Revenues</u>				
Interest Income	\$25,000	\$33,456	-\$8,456	-33.82%
Redevelopment	696,000	339,342	356,658	51.24%
Miscellaneous Income	0	0	0	
Transfers In	2,700,000	2,700,000	0	0.00%
<u>Total Revenues</u>	\$ 3,421,000	\$ 3,072,798	\$ 348,202	10.18%
<u>Expenditures</u>				
Contracts	50,000	310	49,690	99.38%
Buildings-New & Remodel	2,199,500	92,296	2,107,204	95.80%
Equipment	56,500	14,513	41,987	74.31%
Transfers/Grants/Contingency	0	0	0	
<u>Total Expenditures</u>	\$ 2,306,000	\$ 107,119	\$ 2,198,881	
Net Change in Fund Balance	\$ 1,115,000	\$ 2,965,679		
Month Ending Fund Balance 10/31/09		\$ 5,845,926		
Projected Ending Funding Balance	\$ 3,995,247			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 10/31/09

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 90,259			
<u>Revenues</u>				
State	\$252,191	\$0	\$252,191	100.00%
Rents & Leases	60,000	0	60,000	100.00%
Interest Income	600	739	-139	-23.17%
Miscellaneous Income	0	29,429	-29,429	
Total Revenues	\$ 312,791	\$ 30,168	\$ 282,623	90.36%
<u>Expenditures</u>				
Academic Salaries	\$ 191,670	\$ 47,437	\$ 144,233	75.25%
Classified Salaries	98,832	32,709	66,123	66.90%
Benefits	93,878	26,388	67,490	71.89%
Instructional Supplies	7,500	2,178	5,322	70.96%
Operating Expenses	4,500	213	4,287	
Equipment	0	0	0	
Reserve/Contingencies	0	0	0	0.00%
Total Expenditures	\$ 396,380	\$ 108,925	\$ 287,455	
Net Change in Fund Balance	\$ (83,589)	\$ (78,757)		
Month Ending Fund Balance 10/31/09		\$ 11,502		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 8,170			
<u>Revenues</u>	\$ 104,000	\$ 37,129	\$ 66,871	64.30%
<u>Expenditures</u>				
Transfers Out	\$ 104,000	\$ -	\$ 104,000	100.00%
Net Change in Fund Balance	\$ -	\$ 37,129		
Month Ending Fund Balance 10/31/09		\$ 45,299		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 15,847			
<u>Revenues</u>				
Interest Income	\$ 1,000	\$ 243	\$ 757	75.70%
Transfers In	17,000	0	17,000	0.00%
<u>Total Revenues</u>	\$ 18,000	\$ 243	\$ 17,757	98.65%
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 18,000	 \$ 243		
Month Ending Fund Balance 10/31/09		\$ 16,090		
 Projected Ending Fund Balance	 \$ 33,847			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 101,317			
<u>Revenues</u>				
Interest Income	\$ 3,000	\$ 815	\$ 2,185	72.83%
Miscellaneous Income	0	0	0	
Transfers In	0		0	
<u>Total Revenues</u>	<u>\$ 3,000</u>	<u>\$ 815</u>	<u>\$ 2,185</u>	93.31%
<u>Expenditures</u>				
Supplies	\$ 1,500	\$ 87	\$ 1,413	94.20%
Contracted Services	47,000	3,144	43,856	93.31%
New Furniture/Equipment	1,500	0	1,500	0.00%
Reserve for Contingencies	0	0	0	
<u>Total Expenditures</u>	<u>\$ 50,000</u>	<u>\$ 3,231</u>	<u>\$ 46,769</u>	93.54%
Net Change in Fund Balance	\$ (47,000)	\$ (2,416)		
Month Ending Fund Balance 10/31/09		\$ 98,901		
Projected Ending Fund Balance	\$ 54,317			

VICTOR VALLEY COMMUNITY COLLEGE
2009-2010 Financial Statements
RAMS BOOKSTORE
As of 10/31/09

	Budget	Actual
Beginning Fund Balance 7/1/09	\$ 1,137,114	
<u>Revenues</u>	\$ 4,683,000	\$ 1,663,240
Less: Cost of Goods Sold	\$ 3,550,000	\$ 1,233,222
Gross Margin from Local Revenues	\$ 1,133,000	\$ 430,018
Total Other Income		\$ 2,081
<u>Total Revenues</u>	\$ 2,270,114	\$ 432,099
<u>Expenditures</u>	\$ 1,442,500	\$ 220,623
Estimated labor to be invoiced		\$ 51,500
<u>Total Expenditures</u>	\$ 1,442,500	\$ 272,123
Revenues/(Expenditures)	\$ (309,500)	\$ 159,976
Month Ending Fund Balance 10/31/09		\$ 1,297,090
Projected Ending Fund Balance	\$ 827,614	

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
AUXILIARY SERVICES
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 155,083			
<u>Revenues</u>	\$ 479,000	\$ 213,778	\$ 235,569	49.18%
Estimated "Due From" District		<u>29,653</u>		
<u>Total Revenues</u>		\$ 243,431		
<u>Expenditures</u>				
District	\$ 479,000	\$ 110,025	\$ 341,975	71.39%
<u>Total Expenditures</u>		<u>27,000</u>		
		\$ 137,025		
Revenues/(Expenditures)	\$ -	\$ 106,406		
Month Ending Fund Balance 10/31/09		\$ 261,489		
Projected Ending Fund Balance	\$ 155,083			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
ASB FUND
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 203,245			
<u>Revenues</u>	\$150,000	\$66,563	\$83,437	55.62%
Estimated amount "Due From" District		<u>19,610</u>		
<u>Total Revenues</u>		\$86,173		
<u>Expenditures</u>	\$150,000	\$98,272	\$51,728	34.49%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ (12,099)		
Month Ending Fund Balance 10/31/09		\$ 191,146		
Projected Ending Fund Balance	\$ 203,245			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 10/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 13,450,331	\$ 5,419,445	\$ 8,030,886	
SEOG	297,265	58,600	238,665	
Direct Loan	7,447,270	1,657,189	5,790,081	
Cal Grant	917,016	458,690	458,326	
CARE	36,385	19,868	16,517	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Total Revenues	\$ 22,231,642	\$ 7,616,891	\$ 14,614,751	
<u>Expenditures</u>				
PELL	\$ 13,450,331	\$ 5,422,805	\$ 8,027,526	
SEOG	297,265	58,600	238,665	
Direct Loan	7,447,270	1,649,432	5,797,838	
Cal Grant	917,016	251,100	665,916	
CARE	36,385	19,868	16,517	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
Total Expenditures	\$ 22,231,642	\$ 7,404,904	\$ 14,826,738	
Net Change in Fund Balance	\$ -	\$ 211,987		
Month Ending Fund Balance 10/31/09		\$ 277,898		
Projected Ending Fund Balance	\$ 65,911			