ORDER OF BUSINESS - REGULAR MEETING

Wednesday, March 20, 2013
First Public Session 11:00 a.m.
Second Public Session 2:00 p.m.
Closed Session
(Immediately Following Adjournment of Capital Construction Committee)

Educational Services Center
Board Room – First Floor
770 Wilshire Blvd.
Los Angeles, CA 90017

I. Roll Call (11:00 a.m.)

II. Recess to the Committee of the Whole (11:00 a.m. – 12:00 p.m.)
   A. Roll
   B. Public Speakers
   C. Presentation by Monica Lozano, Publisher and CEO of La Opinion and CEO of its Parent Company ImpreMedia, LLC
   D. Other Business
   E. Adjournment of the Committee of the Whole and Recess of the Board of Trustees

III. Reconvene to Regular Meeting of the Board of Trustees (2:00 p.m.)

IV. Flag Salute

V. Reports from Representatives of Employee Organizations at the Resource Table

VI. Announcements from College Presidents

VII. Public Agenda Requests
   A. Oral Presentations
   B. Proposed Actions

VIII. Reports and Recommendations from the Board
   • Reports of Standing and Special Committees
     BT1. Trustee Absence Ratification
     BT2. Resolution in Support of a Moratorium on Hydraulic Fracturing ("Fracking")

IX. Reports from the Chancellor
   • Reports from the Chancellor regarding District activities or pending issues
     o LACCD's Alignment with the National Student Completion Agenda

X. Consent Calendar
   Matters Requiring a Majority Vote
   BF1. Approve 2012-2013 Budget Adjustments
   FPD1. Facilities Planning and Development Routine Report
FPD2. Adopt Resolution Authorizing Implementation of the Lease-Leaseback Project Delivery Method for the Athletic Training Facility Project at Los Angeles Valley College

FPD3. Adopt Resolution Authorizing Filing a Validation Action to Determine Validity of Lease-Leaseback Project Delivery Method for the Athletic Training Facility Project at Los Angeles Valley College

HRD1. District's Initial Proposal to the Exclusive Representatives of the Los Angeles Community College District Administrators' Unit Represented by California Teamsters Public, Professional & Medical Employees Union Local 911 Regarding Negotiation of the Collective Bargaining Agreement to Discuss Compensation Matters for 2012-2013

Matters Requiring a Super Majority Vote – None

XI. Recommendations from the Chancellor
CH1. Approve Special Reports to Accrediting Commission of Community and Junior Colleges

XII. Recess to Capital Construction Committee
A. Roll Call
B. Public Speakers
C. Presentation/Initiative Reviews
   1. Assets Management Ad-Hoc Committee Update
   2. Program Management Bid Protest Update
D. New Business
E. Adjourn Capital Construction Committee

XIII. Reconvene Regular Meeting of the Board of Trustees

XIV. Roll Call

XV. Notice Reports and Informatives – None

XVI. Announcements and Indications of Future Proposed Actions

XVII. Requests to Address the Board of Trustees – Closed Session Agenda Matters
Location: Board Room

XVIII. Recess to Closed Session in accordance with The Ralph M. Brown Act, Government Code sections 54950 et seq., and the Education Code to discuss the matters on the posted Closed Session agenda pursuant to Government Code section 54954.5. Location: Hearing Room

XIX. Reconvene Regular Meeting Location: Board Room

XX. Report of Actions Taken in Closed Session – March 20, 2013

XXI. Adjournment

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Next Regularly Scheduled Board Meeting
Wednesday, April 3, 2013
(Public Session scheduled for 2:00 p.m.)
East Los Angeles College
1301 Avenida Cesar Chavez
Monterey Park, CA 91754-6099
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In compliance with Government Code section 54957.5(b), documents made available to the Board after the posting of the agenda that relate to an upcoming public session item will be made available by posting on the District’s official bulletin board located in the lobby of the Educational Services Center located at 770 Wilshire Boulevard, Los Angeles, California 90017. Members of the public wishing to view the material will need to make their own parking arrangements at another location.

If requested, the agenda shall be made available in appropriate alternate formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, for whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

To make such a request, please contact the Executive Secretary to the Board of Trustees at (213) 891-2044 no later than 12 p.m. (noon) on the Tuesday prior to the Board meeting.
CLOSED SESSION
Wednesday, March 20, 2013

Educational Services Center
Board Room – First Floor
770 Wilshire Boulevard
Los Angeles, CA 90017

I. Public Employee Appointment
(pursuant to Government Code section 54957)

A. Position: Chancellor

II. Public Employee Evaluation
(pursuant to Government Code section 54957)

A. Position: College Presidents
B. Position: Vice Chancellors
C. Position: Deputy Chancellor
D. Position: General Counsel

III. Public Employee Discipline/Dismissal/Release/Charges/Complaints
(pursuant to Government Code section 54957)

IV. Conference with Legal Counsel – Existing Litigation
(pursuant to Government Code section 54956.9(a)

A. Vegan Outreach v. LACCD
B. Fernando Corletto v. LACCD
C. Mathew Pugliese v. LACCD
E. Carlos Perez v. LACCD

F. Taisei Construction v. LACCD

V. Conference with Legal Counsel - Anticipated Litigation
(pursuant to Government Code section 54956.9(b)

A. Potential litigation – 1 matter
Subject: TRUSTEE ABSENCE RATIFICATION

That the Board of Trustees of the Los Angeles Community College District hereby compensate Student Trustee Daniel Campos at the Special Board meetings of March 13, 2013, March 19, 2013, and March 28, 2013 despite his absence pursuant to Board Rule 2104.14.

Background: The Special Board meetings of March 13, 2013, March 19, 2013, and March 28, 2013 are Closed Sessions only. The Student Trustee does not attend Closed Session.
Subject: RESOLUTION IN SUPPORT OF A MORATORIUM ON HYDRAULIC FRACTURING (“FRACKING”)

The following resolution is presented by Trustees Field and Pearlman:

WHEREAS, Currently, and over the next several years, it is projected that hundreds of new oil wells will be drilled in the Inglewood Oil Field (the “Oil Field”), located in a heavily populated urban area immediately adjacent to West Los Angeles College; and

WHEREAS, There is no available data on how much of the oil drilling at the Oil Field involves hydraulic fracturing; and

WHEREAS, Hydraulic fracturing, also known as “fracking,” is known to be a technique that increases oil and gas production by injecting pressurized chemical additives sufficient to create fractures in subsurface rock or other tight geological formations in order to release petroleum or natural gas for extraction; and

WHEREAS, The community members surrounding the Oil Field, including Culver City residents and West Los Angeles College employees, have expressed grave concern about the potential impact of fracking on public health and safety and the environment; and

WHEREAS, The United States Environmental Protection Agency (EPA) has linked contaminated ground water in Pavillion, Wyoming to the fracking process; and

WHEREAS, The West Los Angeles College Work Environment Committee has passed a resolution asking for air testing on the campus because of concerns about potential health risks associated with the oil extraction processes at the adjacent Oil Field; and

WHEREAS, Fracking is generally unregulated; and

WHEREAS, Fracking, specifically the injection of fluids into deep wells, causes microearthquakes, an assertion supported by the United States Geological Survey; and

WHEREAS, Many earthquake fault lines run through the Los Angeles region, including under several of the LACCD campuses; and

WHEREAS, During the past two years, several nations, U.S. states, and other domestic and foreign municipalities have placed a ban or a moratorium on hydraulic fracturing, including: France, Germany, Bulgaria, South Africa, Ireland, Nova Scotia, Quebec, Vermont, New Jersey, and a long list of towns and cities in New York and Pennsylvania; and
WHEREAS, Additional studies are required to conclusively identify the extent of health, safety, and environmental risks associated with hydraulic fracturing; now, therefore, be it

RESOLVED, That the Board of Trustees of the Los Angeles Community College District hereby joins the Culver City Council and the Culver City Unified School District in urging Governor Jerry Brown, the California State Legislature, and the State of California Department of Conservation/Division of Oil, Gas and Geothermal Resources (DOGGR) to immediately place a moratorium on hydraulic fracturing and on the disposal of fracking wastewater by injection wells until the DOGGR takes all necessary and appropriate actions to adopt, implement, and enforce comprehensive regulations concerning the practice of fracking that will ensure that public health and safety and the environment will be securely and adequately protected; and be it further

RESOLVED, That this resolution will be disseminated to the Governor, the California Department of Conservation Director Mark Nechodom, the California Secretary for Natural Resources John Laird, and all legislators in the LACCD service area.
Subject: APPROVE 2012-2013 BUDGET ADJUSTMENTS

In the General Fund, transfer $9,988,897 from the Contingency Reserve to account 100000 to provide additional funding to augment college budgets to restore student access and services as follows (eBTA: D-0611):

<table>
<thead>
<tr>
<th>College</th>
<th>Distribution of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>$1,431,448</td>
</tr>
<tr>
<td>East</td>
<td>2,164,559</td>
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<tr>
<td>Harbor</td>
<td>661,269</td>
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<tr>
<td>Mission</td>
<td>599,213</td>
</tr>
<tr>
<td>Pierce</td>
<td>1,425,617</td>
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<tr>
<td>Southwest</td>
<td>499,674</td>
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<tr>
<td>Trade</td>
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<td>Valley</td>
<td>1,278,391</td>
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<tr>
<td>West</td>
<td>692,921</td>
</tr>
<tr>
<td>TV</td>
<td>43,730</td>
</tr>
<tr>
<td>Total</td>
<td>$9,988,897</td>
</tr>
</tbody>
</table>

Background: On December 12, 2012, the District Budget Committee (DBC) recommended the redistribution of $9.9 million from the Contingency Reserve to the colleges. This recommendation was supported by the Chancellor at the DBC meeting on January 29, 2013 and was later approved by the Finance and Audit Committee on March 6, 2013.

Justifications for the redistribution of 2.5% of the Contingency Reserve Fund are provided in Attachment I.

FISCAL IMPLICATIONS: This action increases the college budgets by $9,988,897 and reduces the Contingency Reserve by the same amount, leaving a balance in the Contingency Reserve of $24,381,565.

REQUIRES FIVE (5) AFFIRMATIVE VOTES
Subject: FACILITIES PLANNING AND DEVELOPMENT ROUTINE REPORT

The following items are recommended for approval by Facilities Planning and Development as part of the Consent Calendar for the Board of Trustees Meeting Agenda for the date shown.

The Consent Calendar may be approved with a single vote. Any member of the Board of Trustees has the authority to remove any item listed and have it included on the Action Calendar for a separate vote.

Information regarding each item on the Consent Calendar can be found in FPD1 – Resource Document.

I. AUTHORIZE PROFESSIONAL SERVICE AGREEMENTS

A. Authorize short term Task Order based agreements with certain firms to provide continued Relocation Project Management (RPM) services for specific Bond projects.

B. Authorize a short term agreement with Dansure, Inc. to provide continued safety management consulting services in support of the Bond program District-wide.

C. Authorize a short term agreement with Safety Environmental Consulting to provide continued safety management consulting services in support of the Bond program District-wide.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICE AGREEMENTS

A. Authorize actions for Amendment No. 2 to Agreement No. 33306 with Kent Twitchell, as an individual, to design, fabricate and install an artistic mural as part of an integrated design feature for the exterior of the Student Services Center project at Los Angeles Valley College.

B. Authorize Amendment No. 2 to Agreement No. 31470 for an extension of time to the short-term agreement with Merriwether & Williams Insurance Services, Inc. to provide continued contractor surety Bond program administrative services District-wide.

C. Authorize Amendment No. 2 to Agreement No. 33561 for an extension of time to the short-term agreement with PVJobs to provide for continued District-wide management of the Special Opportunities program for the LACCD Bond program.

D. Authorize Amendment No. 3 to Agreement No. 33586 with Ron Rakich Consulting, Inc. to provide additional risk management consulting services for the Bond program District-wide.

Recommended by: Adriana D. Barrera, Deputy Chancellor

Approved by: Daniel J. LeVista, Chancellor

Chancellor and Secretary of the Board of Trustees

By: __________________________ Date __________________________
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF THE LEASE-LEASEBACK PROJECT DELIVERY METHOD FOR THE ATHLETIC TRAINING FACILITY PROJECT AT LOS ANGELES VALLEY COLLEGE

Action

Adopt a Resolution (Attachment 1) authorizing implementation of the Lease/Leaseback project delivery method for the Athletic Training Facility project at Los Angeles Valley College according to the steps defined therein and as authorized under California law, including, without limitation, Education Code section 81335.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Athletic Training Facility 38V.5837.02. All Phases.
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF THE LEASE-LEASEBACK PROJECT DELIVERY METHOD FOR THE ATHLETIC TRAINING FACILITY PROJECT AT LOS ANGELES VALLEY COLLEGE

WHEREAS, the District desires to maximize efficient use of public funds in a manner consistent with all applicable laws to best serve the students within the District; and

WHEREAS, the District is authorized under Bond Measure J to provide for the work of public improvement herein described as the Los Angeles Valley Athletic Training Facility ("Project"); and

WHEREAS, the Board of Trustees of the District has determined pursuant to Education Code sections 81330 and 81332 that real property owned by the District is available upon which a building to be used by the District may be constructed and has adopted plans and specifications for such building that will or have been approved by the Division of the State Architect prior to Project commencement as necessary; and

WHEREAS, the District proposes to enter into a Lease/Leaseback procurement that would involve the leasing by the District of the parcel of land upon which the Project will be constructed (this parcel being located on the Los Angeles Valley College campus, 5800 Fulton Avenue, Valley Glen, CA 91401) to an experienced construction firm for the purpose of the Athletic Training Facility project consists of two field houses, as well as baseball field and softball fields. The Stadium Field House consists of Type II B construction, load-bearing masonry walls and steel roof framing. The Baseball/Softball Field House is also of Type II B construction, load-bearing masonry walls and steel roof framing. The baseball field and softball fields include bleacher seating, press boxes, dugouts, bullpens, batting cages, and perimeter fencing. The project also includes miscellaneous site and utility work. The following documents, which are attached to this Resolution hereto, are examples of the three agreements that will be executed between the District and the selected general contractor: Exhibit A - Site Lease Agreement will lease the site from the District to the general contractor for the duration of the project, Exhibit B - Construction Services Agreement will govern the work performed by the general contractor and Exhibit C - Facilities Lease/Sublease Agreement will lease the site and project from the general contractor back to the District; and

WHEREAS, after careful and thorough consideration the Board of Trustees has determined that the Lease/Leaseback method of project procurement is in the best interest of the District and will best serve the needs of the student population through efficient and timely construction of college facilities; and

WHEREAS, the District is authorized under Education Code section 81335 to enter into a Lease/Leaseback project procurement that provides for (1) the letting of the aforementioned real property for a minimum of one dollar per year, (2) the lessee to construct, or provide for the construction of, the aforementioned building, as that term is defined in Education Code section 81330, thereon for the use of the District during the term of such lease, (3) title to such building to vest in the District at the expiration of such term, and (4) such other terms and conditions as the Board of Trustees of the District may determine to be in the best interest of the District; and

WHEREAS, the Board of Trustees of the District has determined that it is in the best interest of the District to conduct the Lease/Leaseback project procurement pursuant to a competitive process designed to identify the proposer and proposal that represents the best overall value to the District, taking into consideration price and non-price factors; and
WHEREAS, the Board of Trustees shall also consider a subsequent resolution that grants authority to file a validation action authorized by Government Code section 53511 and Code of Civil Procedure § 860 to determine the validity of the aforementioned Lease/Leaseback project procurement;

NOW, THEREFORE, the Board of Trustees of the District does hereby resolve as follows:

1. **Determination Regarding Recitals.** All of the above recitals herein contained are true and correct and the Board of Trustees so finds and determines.

2. **Determination.** The District's Board of Trustees determines that, pursuant to California law and Education Code section 81335, it is appropriate to authorize a Lease/Leaseback project procurement for the construction of the building described herein.

3. **Other Acts.** The President of the Board of Trustees, the Chancellor, and other officers of the District are hereby authorized and directed to do any and all things to execute and deliver any and all documents, which, in consultation with staff, they may deem necessary and advisable in order to effectuate the purposes of this Resolution and any such actions previously taken by such officers are hereby approved, ratified, and confirmed. Furthermore, the Chancellor or designee is authorized to finalize and execute the agreements attached to this Resolution in substantially the form now existing, subject to such additions thereto or modifications thereto as the Chancellor or designee may deem in the best interest of the District.

4. **Effective Date.** The Resolution shall take effect upon adoption of this Resolution by the Board of Trustees.

PASSED AND ADOPTED on March 20, 2013 by the following vote:

AYES: ______________
NOES: ______________
ABSENT: ______________

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, XXXXXXX, Secretary of the Board of Trustees, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date, March 20, 2013.

Clerk/Secretary of the Board of Trustees
LOS ANGELES VALLEY COLLEGE ATHLETIC TRAINING FACILITY PROJECT
SITE LEASE

Dated as of [INSERT DATE], 2012

Between

LOS ANGELES COMMUNITY COLLEGE DISTRICT

and

[INSERT CONTRACTOR NAME]
This SITE LEASE is dated as of September 20, 2012 and is by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a California community college district duly organized and existing under the laws of the State of California (the “District”) as lessor and [INSERT CONTRACTOR NAME], a California corporation organized and operating under the laws of the State of California (the “Lessee”).

WHEREAS, the District desires to provide for the construction of certain public improvements at the Los Angeles Valley College, Los Angeles, California (the “Project”); and

RECITALS:

This Site Lease is made with reference to the following facts

A. The District’s Board of Trustees has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land at the Project site, at which the public improvements are to be constructed, as more specifically described in Exhibit “B” of the Sublease Agreement (the “Sublease”) and subleasing from the Lessee the Site and the Project under the Sublease by this reference incorporated herein; and

B. The District and the Lessee have entered into a Construction Services Agreement (“Construction Services Agreement”), and by this reference incorporated herein, to ensure that the Project will meet the District’s expectations; and

C. The District is authorized under Section 81335 of the California Education Code to lease the Site and its governing body has duly authorized the execution this Site Lease; and

D. The Lessee is authorized to lease the Site and to construct the Project on the Site, and has duly authorized the execution and delivery of the Sublease and this Site Lease.

OPERATIVE PROVISIONS:

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

SECTION 1. DEFINITIONS. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Site Lease only, have the meanings as herein specified.

A. “Construction Services Agreement” means the Construction Services Agreement (also referred to as the “Construction Contact”) for construction of improvements on the Los Angeles Valley College Athletic Training Facility Project site by and between the District and the Lessee dated as of even date herewith.

EXHIBIT C
B. "Contract Documents" means the Construction Services Agreement, this Site Lease, and the Sublease, together with all documents listed in Article I of the General Conditions, Exhibit B to the Construction Services Agreement.

C. "District" means the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California.

D. "District's actual current knowledge" means the actual knowledge of [INSERT NAME].

E. "Effective Date" shall mean the day on which the District issues a Notice to Proceed for the Project.

F. "General Conditions" shall mean the General Conditions to the Construction Services Agreement.

G. "Lessee" shall mean [INSERT CONTRACTOR NAME] and its successors and assigns.

H. "Project" means the totality of improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Construction Services Agreement.

I. "Site" means: (1) the parcel of land owned by District on which the Project is to be constructed and such additional parcels as may be purchased by District for such construction, (2) all areas adjacent to such parcels that may be used by Lessee or its subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which work is required to be performed under the Contract Documents, applicable laws, or permits relating to the Project.

J. "Site Lease" means this Site Lease, together with any duly authorized and executed amendment hereto, under which the District leases the Site to the Lessee.

K. "Sublease" means the Sublease by and between the District and the Lessee, together with any duly authorized and executed amendment thereto.

L. "Sublease Payment" means any payment required to be made by the District pursuant to Section 7 of the Sublease.

M. "Sublease Prepayment" means any payment required to be made by the District pursuant to Section 25 of the Sublease.

N. "Term of this Site Lease" or "Term" means the time during which this Site Lease is in effect, as provided for in Section 3 of this Site Lease.
SECTION 2. SITE LEASE.

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Los Angeles, State of California, more specifically described in Exhibit “A” attached hereto, including any real property improvements now or hereafter affixed thereto.

SECTION 3. TERM.

The Term of this Site Lease commences on the Effective Date and terminates on the date of termination of the Sublease, unless sooner terminated by the District as hereinafter provided. At the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 81335.

SECTION 4. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.

The District represents and warrants to the Lessee, based on District’s actual current knowledge, without investigation, that:

A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

B. There are no liens on the Site other than Permitted Encumbrances;

C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

D. The Site is properly zoned for the intended purpose and utilization of the Site or the District intends to render zoning inapplicable pursuant to Government Code section 53094;

E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

F. There is no litigation of any kind currently pending or threatened regarding the Site or the District’s use of the Site for the purposes contemplated by this Site Lease;

G. That:

(1) no Hazardous Substances (as defined in the General Conditions), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released,
deposited or disposed of in, upon, under, over or from the Site, except in accordance with law;

(2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;

(3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;

(4) no underground storage tank is now located in the Site or has previously been located therein;

(5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;

(6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;

(7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;

(8) the Site is not listed in the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and

(9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.
I. The term “Permitted Encumbrances” as used herein shall mean, as of any particular time:

(1) liens for general ad valorem taxes and assessments, if any, not then delinquent;

(2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;

(3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing and which will not impair or impede the operation of the Site.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF THE LESSEE. The Lessee represents and warrants to the District that:

A. The Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;

B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;

C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;

D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

SECTION 6. RENTAL.

The Lessee shall pay to the District as and for advance rental hereunder the aggregate sum of ONE DOLLAR ($1.00) on or before the date of commencement of the Term of this Site Lease. The Lessee shall have no
obligation to make rental payments hereunder in the event the Effective Date of this Site Lease does not occur as a result of the District’s inability to issue a Notice to Proceed for the Project.

SECTION 7. PURPOSE.

The Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement, pursuant to the General Conditions contained in Exhibit B therein, or the Sublease.

SECTION 8. TERMINATION. The Lessee agrees, upon termination of this Site Lease:

A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the Term hereunder, reasonable wear and tear excepted, but with the Project in place;

B. To release and reconvey to the District the Site, unencumbered by any liens or encumbrances created or caused by the Lessee; and

C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall automatically vest in the District, without additional compensation to Lessee.

Notwithstanding the District’s foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights which may exist under the Construction Services Agreement and the Sublease, as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

SECTION 9. QUIET ENJOYMENT.

The District covenants and agrees that it will not take any action to prevent the Lessee’s quiet enjoyment of the Site during the Term hereof; and, that in the event District’s fee title to the Site is ever challenged so as to interfere with the Lessee’s right to occupy, use and enjoy the Site, the District will defend the Lessee’s right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Term, to use the Site for District purposes, pursuant to the terms of the Sublease.
SECTION 10. NO LIENS.

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the Term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation for which it is intended of the Project or other neighboring properties of the District.

SECTION 11. RIGHT OF ENTRY.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee’s operations on the Project.

SECTION 12. ASSIGNMENT AND SUBLEASING.

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District, which may be granted or denied in District’s sole discretion.

SECTION 13. NO WASTE.

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 14. HAZARDOUS SUBSTANCES.

Hazardous Substances shall have the exact meaning as defined in the General Conditions that are incorporated by reference into this Agreement. Such meaning shall control to the extent any of the foregoing further definition conflicts with the General Conditions. In addition, to the definition within the General Conditions the following applies. The Lessee agrees that at all times that it is in possession of the Site it will not, and Lessee’s employees, agents and/or contractors shall not (i) deposit Hazardous Materials in, on or upon the Site, or (ii) permit the deposit of Hazardous Materials in, on or upon the Site, and Lessee hereby assumes any and all liability arising in connection with any such deposit of Hazardous Materials, provided that this provision shall not be construed or understood to prohibit Lessee or Lessee’s employees, agents and/or contractors from allowing Hazardous Materials to be brought upon the Site so long as they constitute Hazardous Materials which are customary and common to the normal course of business in the construction or operation of improvements similar to the Project, and so long as such Hazardous Materials are used, stored and disposed of in strict accordance with all applicable governmental laws and regulations. Lessee shall defend,
indemnify and hold District harmless from and against any claims, judgments, damages, penalties, fines, costs, liabilities and losses (including reasonable attorneys’ fees) resulting from Lessee’s or Lessee’s employees’, agents’ and/or contractors’ deposit of Hazardous Materials in, on the Site. In the event of any release of Hazardous Materials onto the Site from and after the date that possession of the Premises is delivered to Lessee, Lessee agrees to remediate such condition in accordance with all laws and in accordance with a remediation plan approved by District.

As used in this Site Lease the term “Hazardous Materials” means any hazardous, toxic, infectious or explosive substance, material, gas or waste which is or becomes regulated or under the authority of Environmental Laws, including but not limited to urea-formaldehyde, polychlorinated biphenyls (“PCB”), asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products. The term “Environmental Laws” refers to any of the following laws, and any similar law, rule or regulation: (i) the “Hazardous Waste Control Law,” California Health and Safety Code, Division 20, Chapter 6.5, (ii) the “Carpenter-Presley-Tanner Hazardous Substance Account Act,” California Health and Safety Code, Division 20, Chapter 6.8, (iii) the “Hazardous Materials Release Response Plans and Inventory,” California Health and Safety Code, Division 20, Chapter 6.95, (iv) the “Underground Storage of Hazardous Substances Act,” California Health and Safety Code, Division 20, Chapter 6.7, (v) in Division 5 of Title 22 of the California Code of Regulations, (vi) the “Federal Water Pollution Control Act,” 33 U.S.C. Section 1317, (vii) the “Clean Water Act,” 33 U.S.C. Section 1251 et seq., (viii) the “Federal Resource Conservation and Recovery Act,” 42 U.S.C. Section 6901 et seq. or (ix) the “Comprehensive Environmental Response, Compensation and Liability Act,” 42 U.S.C. Section 9601 et seq.

SECTION 15. DEFAULT.

In the event the Lessee defaults in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement or under this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

SECTION 16. EMINENT DOMAIN.

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due, the next succeeding Sublease Payment and the purchase option price as set forth in
Section 25 of the Sublease, less any unearned interest as described in the Sublease as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

SECTION 17. TAXES.

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the obligation to pay personal property taxes levied on such interest.

SECTION 18. INDEMNIFICATION.

The parties agree to defend and indemnify each other as those terms are used in the General Conditions.

SECTION 19. PARTIAL INVALIDITY.

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NOTICES.

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessee: [INSERT NAME OF CONTRACTOR]

If to District: Los Angeles Community College District
915 Wilshire Boulevard, Suite 800
Los Angeles, CA 90017
Attn: Construction Contracts Manager
LACCD Program Management

With a copy to:
SECTION 21. BINDING EFFECT.

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and their respective successors in interest and assigns.

SECTION 22. AMENDMENTS AND MODIFICATIONS.

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

SECTION 23. EXECUTION IN COUNTERPARTS.

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 24. LAWS, VENUE AND ATTORNEYS’ FEES.

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this County. Under no circumstances shall any provision of this Site Lease supersede the Binding Arbitration provisions set forth in the Construction Services Agreement.

SECTION 25. INTEGRATION/MODIFICATION.

This Site Lease, together with the other documents referred to herein, represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 26. HEADINGS.

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.
SECTION 27.  

**TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

DISTRICT:

LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California

BY: ____________________________
  JAMES D. O’REILLY
ITS: EXECUTIVE DIRECTOR OF FACILITIES PLANNING & DEVELOPMENT

DATE: ____________________________

LESSOR:

[INSERT CONTRACTOR NAME]

BY: ____________________________
  [PRINTED NAME]
ITS: [TITLE]

DATE: ____________________________
CONSTRUCTION SERVICES AGREEMENT
FOR
LOS ANGELES VALLEY COLLEGE ATHLETIC TRAINING FACILITY

This Construction Services Agreement is made this XXXXXXXXXX, 2013, by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a California Community College District organized and existing under the laws of the State of California (hereinafter called the "District"), and [INSERT CONTRACTOR NAME], a California Corporation with its principal place of business at [INSERT ADDRESS HERE] ("Contractor").

RECITALS

WHEREAS, the District intends on using proceeds, including but not limited to, [INSERT NAME OF BOND] proceeds for the purpose of financing the construction of community college facilities and improvements known as the LOS ANGELES VALLEY COLLEGE ATHLETIC TRAINING FACILITY (the "Project"); and

WHEREAS, the District has determined that it is necessary to retain the services of a construction firm to provide for the construction of the Project; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District elects to utilize a competitive bid, two-step process including (1) a Request for Qualifications and (2) a Request for Proposals to maximize value and quality for the District; and

WHEREAS, after soliciting proposals for construction services for the Project, the District has selected [INSERT CONTRACTOR NAME] as the firm best qualified to meet the needs of the District in providing such construction services for the Project; and

WHEREAS, California Education Code section 81335 permits the governing board of a school District to enter into a Lease-Leaseback project procurement that provides for (1) the letting of real property for a minimum of one dollar per year, (2) the lessee to construct, or provide for the construction of, the aforementioned building thereon for the use of the District during the term of such lease, (3) title to such building to vest in the District at the expiration of such term, and (4) such other terms and conditions as the Board of Trustees of the District may determine to be in the best interest of the District. The lessee may be any person, firm, or corporation and the District may lease any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of a school of the District, during the term of the lease, and provides that title to that building shall vest in the school of the District at the expiration of the lease; and

WHEREAS, in connection with the approval of this Construction Services Agreement, the District will enter into a site lease with Contractor (the "Site Lease"), under which it will lease to the Contractor the Project Site as described in Exhibit "A" of the Site Lease (collectively, the "Site") in order for Contractor to construct improvements to the Project; and

WHEREAS, the Contractor will lease the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments and may make Sublease Prepayments to the Contractor for the use and occupancy of the Site and Project; and

WHEREAS, at the expiration of the Lease and Sublease terms, title in the Project shall vest in the District; and

WHEREAS, the District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet the District's expectations; and
WHEREAS, Contractor is experienced in construction of the type of improvements included in the Project that are desired by the District, is duly licensed as a general contractor in the State of California, and is willing to perform construction work for the District, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the District and Contractor agree as follows:
STANDARD FORM OF CONSTRUCTION CONTRACT
BETWEEN DISTRICT AND CONTRACTOR

Location:  [Redacted] College

Contract No.  [Redacted]

Project No.  [Redacted]

BETWEEN the DISTRICT:

Los Angeles Community College District
770 Wilshire Boulevard
Los Angeles, California 90017

and the CONTRACTOR:

Name
Street Address
Los Angeles, California 900[Redacted]  [Redacted] - [Redacted]

For the following PROJECT:

Design Consultant is:
CONSTRUCTION SERVICES AGREEMENT
BETWEEN DISTRICT AND CONTRACTOR

THIS CONSTRUCTION SERVICES AGREEMENT BETWEEN DISTRICT AND CONTRACTOR ("Construction Contract") is entered into on this __________ day of __________, 200__, by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California ("District") and the undersigned contractor ("Contractor").

ARTICLE 1
DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions identified in Paragraph 5.1.2, below. If not defined in such General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in such General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context in which they are used.

ARTICLE 2
THE WORK

2.1 SCOPE OF WORK

Contractor shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.2 STANDARD OF PERFORMANCE

Without limitation to Contractor’s other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 comply with the requirements of the Contract Documents;

2.2.2 comply with Applicable Laws;

2.2.3 conform to the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity that is comparable to the Project;

2.2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Sum Payable and Contract Time.
ARTICLE 3
CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Contractor shall achieve Substantial Completion of the entire Work not later than [number] Days after the Date of Commencement, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

3.1.2 Final Completion. Contractor shall achieve Final Completion of the Work not later than [number] Days after the actual occurrence of Substantial Completion, subject only to Contract Adjustments to the Contract Time permitted by the Contract Documents.

3.1.3 Timing of Notice. Under no circumstances shall a Notice to Proceed be issued prior to the approval by the Division of the State Architect (DSA) of the Project Plans. Further, this Construction Contract shall not become effective to bind either party until such DSA approval has been received.

3.2 LIQUIDATED DAMAGES TO DISTRICT

3.2.1 District’s Right. District and Contractor acknowledge and agree that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, District will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment by District of liquidated damages as provided in this Section 3.2.

3.2.2 Per Diem Rate. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay District or District may deduct from money due or to become due to the Contractor or its Surety, liquidated damages in the amount of Dollars per Day for each Day thereafter until Contractor achieves Substantial Completion of the entire Work.

3.2.3 Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Substantial Completion for which the Contractor is entitled under the Contract Documents to receive a Contract Adjustment to the Contract Time for Substantial Completion.

3.2.4 Partial Completion. Liquidated damages shall not be reduced or apportioned for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

3.2.5 Not a Limitation. The District’s rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of District arising from an Event of Contractor Default other than a failure to Substantially Complete the Work within the Contract Time; or (2) District’s right to order an acceleration, at Contractor’s Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which District has the right to assess liquidated damages.

3.2.6 Termination. If, due to an Event of Contractor Default or a wrongful termination or abandonment of the Construction Contract or Work by Contractor, there is a full or partial termination of the Construction Contract or a full or partial discontinuance of the Work, the aforementioned right to liquidated damages shall apply and be enforceable, but such right of District to liquidated damages shall not affect or limit District’s rights to recover amounts that the District incurs or pays to any third party to complete the Work (including, without limitation, any amounts that District is required to pay such third party to perform Work after expiration of the Contract Time).

3.3 LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor’s Right. It is acknowledged by District and Contractor that if Compensable Delay, occurs the Contractor and its affected Subcontractors are likely to suffer Losses, which would be both extremely difficult and impracticable to ascertain. On that basis the District and Contractor have agreed, as a reasonable estimate of those Losses and not a penalty, to the payment by District of liquidated damages pursuant to this Section 3.3.
3.2 **Daily Rate.** If Contractor is unable due to a Compensable Delay to achieve Substantial Completion of the Work within the sum of (1) the number of Days comprising the original period of time set forth in Paragraph 3.1.1, above, for Substantial Completion of the overall Work ("original" meaning the number of Days stated in Paragraph 3.1.1, exclusive of Contract Adjustments) plus (2) the number of Days of Contract Adjustments to the Contract Time for Substantial Completion to which Contractor is entitled due to Excusable Delay, then for each Day thereafter that the Contractor is required to continue to perform Work at the Site as a result of such Compensable Delay, Contractor shall be entitled by execution of Change Order or Unilateral Change Order to both an extension of the Contract Time for Substantial Completion due to Compensable Delay and a Contract Adjustment to the Contract Sum Payable for payment of liquidated damages in the amount of $ per Day for each such Day with no amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor.

3.3.3 **Payment by District.** Notwithstanding any other provision of the Contract Documents to the contrary, any Change Order or Unilateral Change Order for a Contract Adjustment to the Contract Sum Payable for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, the actual occurrence of Substantial Completion and prior to Final Completion. All sums due to the Contractor pursuant to this Section 3.3 shall be due and payable, subject to the District’s rights of withholding payment permitted by the Contract Documents or Applicable Laws, as part of the Final Payment to Contractor.

3.3.4 **Exclusive Recovery.** Liquidated damages payable pursuant to this Section 3.3 constitute the Contractor’s sole and exclusive right and remedy for recovery from District of Losses to Contractor and its Subcontractors, of any Tier, due to Delay, regardless of the cause, duration or timing, attributable to Compensable Delay.

3.3.5 **Deleted Work.** A credit shall be given to District reducing the Contract Sum Payable due to Deleted Work that results in a shortening of the Contract Time. Such reduction in the Contract Sum Payable shall be effected by means of a Contract Adjustment that is based on the product derived from multiplying (1) the number of Days that the Contract Time is shortened by (2) the amount of liquidated damages set forth in Paragraph 3.3.2, above, without any additional credit to County for Allowable Markups.

3.3.6 **Termination.** District shall have no liability to Contractor to pay any liquidated damages provided for under this Section 3.3 in the event there is a termination of the Construction Contract (whether such termination is a termination for cause by District or Contractor or is a termination by convenience by District) prior to expiration of the Contract Time described in Clauses (1) and (2) of Paragraph 3.3.2, above. In lieu of such liquidated damages, Contractor’s sole and exclusive right of recovery for Loss resulting from Compensable Delay shall be its right to a Contract Adjustment for any additional, actual costs incurred and paid by Contractor (with no additional amount added for Allowable Markup or other overhead or profit multiplier or markup) for (1) additional supervision at the Site by employees of Contractor and (2) Contractor’s temporary facilities at the Site; provided further, that the Contract Adjustment allowed by this Paragraph 3.3.6 shall, in all circumstances of Compensable Delay, be limited to those additional costs described in Clauses (1) and (2) hereof that were incurred and paid as a direct consequence of Compensable Delay and for which Contractor is not permitted a just and equitable compensation under the accounting processes set forth in Paragraph 14.1.5 and (if applicable) Paragraph 14.3.3 of the General Conditions.

3.3.7 **Non-Compensable Delay.** Without limitation to any other provisions of the Contract Documents defining what types of Delays are non-compensable, no Contract Adjustment or other form of compensation or reimbursement, of any kind, to Contractor or a Subcontractor, of any Tier, shall be permitted for any Loss resulting, directly or indirectly, from or attributable to any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration (other than an acceleration authorized by District in writing) to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.
ARTICLE 4
CONTRACTOR COMPENSATION

4.1 CONTRACT SUM PAYABLE

4.1.1 Amount. District shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Sum Payable (exclusive of Contract Adjustments) of [_____] Dollars ($______).

4.1.2 Basis. The Contract Sum Payable set forth in Paragraph 4.1.1, above, is based on the Bid submitted by Contractor as adjusted for Alternates accepted by District as set forth in Section 4.4, below.

4.1.3 Adjustments. The Contract Sum Payable is only subject to adjustments as permitted by the General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

4.1.4 All-inclusive Price. The Contract Sum Payable is the total amount payable by District to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Contractor or its Subcontractors.

4.1.5 Sublease Payments and Retention. All payments owing by District under this Construction Agreement shall coextensive with, and shall be paid by District in the form of, Sublease Payments that are due and owing pursuant to the Sublease. The District may also pay to Contractor Sublease Prepayments pursuant to the terms and conditions set forth in Section 25 of the Sublease, consisting of the early release of amounts that are withheld pursuant to Paragraph 9.4.1 of the General Conditions ("Retention"), but only if the governing board of the District finds, in the exercise of its sole and absolute discretion, that satisfactory progress is being made in the performance of the Work. The District shall retain and release such Retention pursuant to Public Contract Code sections 7107 and 9203, as those sections may be amended from time to time. In no event shall the sum of the Sublease Payments, Sublease Prepayments and Retention exceed the Contract Sum Payable.

4.2 DISTRICT CONTINGENCY

4.2.1 Purpose. District shall have the option, in its sole and exclusive discretion, to establish (by inserting a dollar amount in Paragraph 4.2.2, below) an amount reserved for District Contingency. District Contingency stated in Paragraph 4.2.2, below, shall be added to the Contract Sum Payable to determine the Contract Price, as hereinafter defined. District Contingency is a budgeted amount for the sole and exclusive benefit and use of the District for additional liability incurred by District to Contractor under the Contract Documents pursuant to authorized Change Order or Unilateral Change Order adjusting the Contract Sum Payable due to Compensable Changes or Compensable Delay. Amounts included in District Contingency are transferable to the Contract Sum Payable, in the sole and exclusive discretion of District, as and when adjustments are authorized by Change Order or Unilateral Change Order to the Contract Sum Payable. As such, except to the extent that such transfers are authorized, amounts included in District Contingency do not constitute a current or contingent liability of District to Contractor and do not constitute amounts that are payable to Contractor by District.

4.2.2 Amount. The amount of the District Contingency is initially set at [_____] Dollars (______), which is based upon ten percent (10%) of the Contractor's Bid as adjusted for Alternates accepted by District as set forth in Section 4.4, below. The District Contingency shall be subject to adjustment only as set forth in Subparagraphs 4.2.3 and 4.2.4, below.

4.2.3 Increases. At any point during performance of the Work, and notwithstanding the amount of the unexpended balance if any that may then exist in the District Contingency, the District shall have the right to unilaterally order that the District Contingency be increased, as judged appropriate in the sole and exclusive discretion of the District, to reflect transfers to District Contingency of all or a portion of the amounts of any Contract
Adjustments authorized by Change Order or Unilateral Change Order reducing the Contract Sum Payable for Deleted Work.

4.2.4 Reductions. The District Contingency shall, until it is fully expended, be reduced, on a dollar-for-dollar basis, by the amount of any Contract Adjustments authorized by Change Order or Unilateral Change Order increasing the Contract Sum Payable. Such District Contingency Expenditures shall be reflected in each such Change Order and Unilateral Change Order as transfers from District Contingency to cover such authorized Contract Adjustments increasing the Contract Sum Payable.

4.2.5 Unexpended Amounts. Any portion of the District Contingency that upon Final Completion and Final Payment has not been expended by District in the manner provided for herein shall be deemed to entirely accrue to and be retained by District, shall not be considered part of the Contract Sum Payable and shall not be payable or owing to Contractor. Such unexpended funds shall furthermore not be considered, for purposes of California Civil Code Section 3186 to be money due or to become due to Contractor nor as money payable to Contractor or to any other person or entity under the terms of the Performance Bond or Payment Bond.

4.2.6 No Representation by District. The establishment of a District Contingency shall not, under any circumstances, be interpreted as an express or implied promise, representation or guarantee on the part of the District of the amount of Compensable Changes or Compensable Delay that will or are expected to occur, either of which may be substantially more or less than the amount of the District Contingency.

4.3 CONTRACT PRICE

The Contract Price is the sum of: (1) the Contract Sum Payable, as adjusted by Change Order or Unilateral Change Order; and (2) and the unexpended balance of the District Contingency. Amounts included in the Contract Price that exceed the Contract Sum Payable are established for the purposes of budgeting, not due or payable to Contractor and do not under any circumstances constitute a current or contingent liability of the District to the Contractor. The District is under no obligation, under any circumstances whatsoever, to pay the any portion of the Contract Price that exceeds the Contract Sum Payable. If there is no District Contingency established pursuant to Section 4.2, above, then the Contract Price shall not be applicable to this Contract. If a District Contingency is established pursuant to Section 4.2, above, then at and after the point that the District Contingency has been fully expended and the Contract Price Payable as adjusted by Change Order or Unilateral Change Order equals the Contract Price, the Contract Price shall be deemed to be the Contract Sum Payable.

4.4 ALTERNATES

The Contract Sum Payable is based upon the following Alternates, if any, which are described in the Contract Documents and are hereby accepted by the District:

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Dollar Amount</th>
</tr>
</thead>
</table>

4.5 UNIT PRICES

Unit prices, if any, agreed to by the Contractor and District are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Measurement Unit</th>
<th>Dollar Amount</th>
</tr>
</thead>
</table>
ARTICLE 5
ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents (as that term is further defined in the General Conditions), exclusive of Modifications, Change Orders, Unilateral Change Orders and Field Orders issued after execution of this Construction Contract, include, without limitation, the following:

5.1.1 Construction Contract. The Construction Contract is this executed Standard Form of Construction Contract Between District and the Contractor, also referred to as the Construction Services Agreement.

5.1.2 General Conditions. The General Conditions are the General Conditions of the Construction Contract.

5.1.3 General Requirements, Supplementary Conditions. The General Requirements and Supplementary Conditions are as follows:

Title | Date | Pages

5.1.4 Specifications. The Specifications are as follows:

Title | Date | Divisions

5.1.5 Drawings. The Drawings are as follows, and are dated unless a different date is shown below:

Sheet Number | Title | Date | Pages

5.1.6 Addenda. The Addenda, if any, are as follows:

Addendum Number | Title | Date | Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

5.1.7 Reference Documents. The Reference Documents, if any, are as follows:
5.1.8 College Construction Health, Safety and Environmental Program. The College Construction
Health, Safety and Environmental Program dated [redacted].

5.1.9 Site Lease Agreement. The Contract Documents include the Site Lease by and between the
District and the Contractor together with any duly authorized and executed amendment thereto under which the
District leases the Site to the Contractor.

5.1.10 Sublease Agreement. The Contract Documents include the Sublease by and between the District
and Contractor together with any duly authorized and executed amendment hereto under which the District
subleases the Site from the Contractor.

ARTICLE 6
OTHER REQUIREMENTS

6.1 PROJECT LABOR AGREEMENT

The Work is subject to the District's Project Labor Agreement.

6.2 LABOR COMPLIANCE PROGRAM

Pursuant to Labor Code Section 1771.7, the Work is subject to the District's approved Labor Compliance Program,
initially approved on July 19, 2004. For questions or assistance concerning the Labor Compliance Program,
contact Patricia Padilla or Miguel Cabral, Padilla & Associates, Inc., at (714) 577-5340.

6.3 BOND PROGRAM

The Work is subject to the requirements of the Bond Program.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS'
STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST
CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR
YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR
OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF
THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE
REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA,
95826.

WHEREFORE, this Construction Contract is entered into by the undersigned as of the day and year first written
above.
By: ________________________________  Title: ________________________________

The following information must be provided concerning the Contractor:

Address: ________________________________

Telephone: (___) ___-____

Employer State Tax ID # ________________________________

State Contractor License # ________________________________
LOS ANGELES VALLEY COLLEGE ATHLETIC TRAINING FACILITY PROJECT
SUBLEASE AGREEMENT

Dated as of [INSERT DATE], 2013

Between

LOS ANGELES COMMUNITY COLLEGE DISTRICT

and

[INSERT CONTRACTOR NAME]
SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of [INSERT DATE], 2013 and is by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the laws of the State of California ("District"); and [INSERT CONTRACTOR NAME], a California corporation organized and operating under the laws of the State of California ("Lessor").

RECITALS:

This Lease is made with reference to the following facts:

A. Pursuant to Section 81300 et seq. of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District and the Term building is defined to include onsite and offsite facilities; utilities or improvements which the governing board determines are necessary for the proper operation or function of school facilities to be leased and includes the permanent improvement of school grounds; and

B. California Education Code section 81335 permits the governing board of a school District to enter into a Lease-Leaseback project procurement that provides for (1) the letting of real property for a minimum of one dollar per year, (2) the lessee to construct, or provide for the construction of, the aforementioned building thereon for the use of the District during the Term of such lease, (3) title to such building to vest in the District at the expiration of such Term, and (4) such other terms and conditions as the Board of Trustees of the District may determine to be in the best interest of the District. The lessee may be any person, firm, or corporation and the District may lease any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of a school of the District, during the Term of the lease, and provides that title to that building shall vest in the school of the District at the expiration of the lease; and

C. The District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements described in Exhibit “A” attached hereto (the “Project”) and situated at the XXXXXXXXX located at parcel of real property located at XXXXXXXXX1as more particularly described in Exhibit “B” attached (referred to as the “Site”); and

D. Pursuant to Section 81335 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the “Site Lease”) attached hereto as Exhibit “C” in consideration of Lessor leasing and subleasing the Project and the Site to the District pursuant to the terms of this Sublease; and

E. The District owns the Site and pursuant, to that certain Construction Services Agreement entered into by and between the District and Lessor (the “Construction Services Agreement”), attached hereto as Exhibit “D”, has or will have prepared and adopted plans and
specifications for the completion of the Project which have been approved pursuant to law as required by Section 81332 of the Education Code; and

F. The District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

OPERATIVE PROVISIONS:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

SECTION 1. DEFINITIONS. Unless the context otherwise requires, all capitalized terms shall have the meanings assigned in the Construction Services Agreement (CSA) and any capitalized term not in the CSA shall have the meaning assigned in this Agreement.

A. "Construction Services Agreement" means the Construction Services Agreement (also referred to as the "Construction Contract") for construction of improvements on the Site by and between the District and the Lessor.

B. "District" means the Los Angeles Community College District, a community college district duly organized and existing under the laws of the State of California.

C. "Effective Date" means the day on which the District issues a Notice to Proceed for the Project.

D. "Event of Default" for purposes of this Sublease, and without limiting any definition of Event of Default as that term is defined in the General Conditions to the Construction Services Agreement or in any other Agreement between the parties, means one or more events of default as defined in Section 21 of this Sublease.

E. "Lessor" shall mean [INSERT CONTRACTOR NAME] and its successors and assigns.

F. "Prepayment Price" means the price to be paid by the District to exercise its option to purchase the Site and the Project prior to the natural termination of this Sublease, in accordance with the provisions of Section 25 herein.

G. "Project" means the improvements and equipment to be constructed and installed by the Lessor, as more particularly described in Exhibit "A" attached hereto.

H. "Site" means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit "B" attached hereto.
I. **"Site Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor as set forth in Exhibit "C" attached hereto, together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.

J. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.

K. **"Sublease Payment"** means any payment required to be made by the District pursuant to Section 7 of this Sublease.

L. **"Sublease Prepayment"** means any payment required to be made by the District pursuant to Section 25 of this Sublease.

M. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

SECTION 2. **SUBLEASE.** Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full Term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District’s leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the Term thereof and the Term of this Sublease.

SECTION 3. **TERM OF THE SUBLEASE.** The Term of this Sublease commences on the Effective Date, and terminates sixty (60) days following District’s final Sublease Payment, unless sooner terminated as hereinafter provided. If on the scheduled date of termination of this Sublease the Sublease Payments have not been fully paid, or provision therefor made, or if Sublease Payments have been abated at any time and for any reason, then the Term of this Sublease shall be extended until the date upon which all Sublease Payments have been fully paid.

A. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:

1. An Event of Default and the Lessor’s election to terminate this Sublease pursuant to the provisions of Section 22, hereof;

2. The arrival of the last day of the Term of this Sublease and payment of all undisputed Sublease Payments hereunder; or

3. The exercise of the District’s purchase option under Section 25 hereof.

4. A termination by the District in accordance with this Sublease.
SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT. The District represents and warrants to Lessor, based on District’s actual current knowledge, without investigation, that:

A. District is a political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;

B. District’s Board of Trustees has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;

C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;

D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;

E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the Term of this Sublease;

F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;

G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease; and

H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease) to be used or stored on, under or about the Site, provided that this provision shall not be construed or understood to prohibit District or District’s employees, agents and/or contractors from allowing Hazardous Substances to be brought upon the Site so long as they constitute Hazardous Substances which are customary and common to the normal course of District’s business, and so long as such Hazardous Substances are used, stored and disposed of in accordance with all applicable governmental laws and regulations.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor represents and warrants to District that:
A. Lessor is duly organized, validly existing and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;

B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;

C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which it or its property is bound;

D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform its obligations under this Sublease; and

E. Lessor will not mortgage or encumber the Site or the Sublease; and

F. Lessor will not assign this Sublease or its rights to receive Sublease Payments hereunder, except as permitted herein.

SECTION 6. CONSTRUCTION/ACQUISITION.

A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is the Lump Sum Price (also referred to in the Construction Services Agreement as the “Contract Sum Payable”) as set forth in Section 4 of the Construction Services Agreement.

B. In order to ensure that moneys sufficient to pay the Lump Sum Price will be available for this purpose when required, District shall maintain on deposit in its general fund, and shall annually appropriate funds sufficient to make all undisputed Sublease Payments which become due to Lessor under this Sublease Agreement.

SECTION 7. SUBLEASE PAYMENTS.

A. Based upon a mutually agreed upon fair market rental value of $XXX,XXX.XX AND NO/100 Dollars ($XXX,XXX.00) District shall pay Lessor lease payments (the “Sublease Payments”) in accordance with all of the terms and conditions of the Construction Services Agreement, including, without limitation, according to the allocations that are set forth in the Schedule of Values approved by District in accordance with the terms of Section 9.3 of the General Conditions to the Construction Services Agreement. Sublease Payments shall be made at the office of the Lessor or to such other person or at such other
place as the Lessor may from time to time designate in writing. In no event shall
the sum of the Sublease Payments due hereunder and/or any Sublease
Prepayments exceed the Lump Sum Price as it may be revised by the District
from time to time in accordance with the provisions set forth in the Construction
Services Agreement. The Sublease Payments shall be adjusted to reflect any
adjustment to the Lump Sum Price agreed to in writing by the District and the
Contractor. The District shall have no obligation to make Sublease Payments
hereunder in the event the Effective Date of this Sublease does not occur as a
result of District's inability or decision per the Construction Services Agreement
or the General Conditions, not to issue a Notice to Proceed for the Project.

B. Should the District fail to pay any part of the Sublease Payments not otherwise
excused pursuant to this Section or Section 9 hereof, within fifteen (15) business
days from the due date thereof, the District shall, upon Lessor’s written request,
pay interest on such delinquent payment from the date said payment was due until
paid at the rate of twelve percent (12%) per annum or the maximum legal rate,
whichever is less. The obligation of the District to pay Sublease Payments
hereunder shall constitute a current expense of the District and shall not in any
way be construed to be a debt of the District in contravention of any applicable
constitutional or statutory limitations or requirements concerning the creation of
indebtedness by the District, nor shall anything contained herein constitute a
pledge of the general tax revenues, funds or moneys of the District.

C. In the event that the District exercises its option under Section 25(B) below, and
purchases the Project by paying the Prepayment Price, the District's obligations
under this Sublease, including but not limited to the District's obligation to pay
Sublease Payments under this Section, shall thereupon cease and terminate.

SECTION 8. FAIR RENTAL VALUE. Sublease Payments shall be paid by District in
consideration of the right of possession of, and the continued quiet use and
enjoyment of, the Project and the Site during the Term of the Sublease. The
parties hereto have agreed and determined that such total rental is not in excess of
the fair rental value of the Project and the Site. In making such determination,
consideration has been given to the fair market value of the Project and the Site,
other obligations of the parties under this Sublease (including but not limited to
costs of maintenance, taxes and insurance), the uses and purposes which may be
served by the Project and the Site and the benefits therefrom which will accrue to
the District and the general public, the ability of the District to make additions,
modifications and improvements to the Project and the Site which are not
inconsistent with the Construction Services Agreement (Exhibit “D” hereof) and
which do not interfere with the Lessor’s work on the Project and the Site.

SECTION 9. SUBLEASE ABATEMENT. In addition to delay of Sublease Payments
provided in Section 7, above, Sublease Payments due hereunder with respect to
the Project and the Site shall be subject to abatement prior to the commencement
of the use of the Project and the Site by the District or during any period in which,
by reason of material damage to or destruction of the Project or the Site, there is
substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with the provider of the insurance issued pursuant to Section 18 herein. The amount of Sublease abatement shall be such that the Sublease Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 10. USE OF SITE AND PROJECT. During the Term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District shall have the option to provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner. Upon Substantial Completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor.

SECTION 11. LESSOR’S INSPECTION/ACCESS TO THE SITE. District agrees that Lessor and any of Lessor’s representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to the section in this Sublease entitled “Remedies on Default.”

SECTION 12. PROJECT ACCEPTANCE. District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 13. MAINTENANCE. From and after acceptance of the Project by the District as complete, District, at its own cost and expense, shall maintain the Project and the Site in good repair throughout the Term of this Sublease. The obligation of this Section is without limitation to those obligations required of the Lessor under the Construction Services Agreement for Maintenance of the Project and the Site.
SECTION 14. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of the Site Lease and Sections 25 and 27 hereof. Separately identifiable attachments added to the Project by the District shall remain the property of the District.

SECTION 15. **DAMAGE DESTRUCTION OR CONDEMNATION.** With the exception of acts resulting from misconduct or negligence by Lessor, its agents, subcontractors, subconsultants, and representatives of any tier for which any of them may be liable under any theory of liability, and except as otherwise provided in the Construction Services Agreement, the District assumes all risk of loss of, damage to or condemnation of the Project or the Site from any cause or for any reason whatsoever, and no such loss of, damage to or condemnation of the Project or the Site shall relieve the District of (i) the obligation to make the Sublease Payments hereunder, subject to the provisions in Sections 7 and 9 hereof, or (ii) to perform any other obligation under this Sublease. Subject to District’s right to terminate under the Construction Services Agreement, the District waives the benefit of Civil Code sections 1932(2) and 1933(4) and any and all other rights to terminate this Sublease by virtue of any damage or destruction to the Project or the Site.

SECTION 16. **UTILITIES.** Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed and Site, such utilities, including but not limited to, all air conditioning, heating, electrical, gas, water, and sewer units. The District shall be liable for payment as well as maintenance of all utility services received.

SECTION 17. **PHYSICAL DAMAGE; PUBLIC LIABILITY INSURANCE.** District shall keep the Project and the Site insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Lessor, and the District shall carry public liability and property damage insurance covering the Project and the Site. All said insurance shall be in form and amount and with companies approved by Lessor and shall name Lessor as loss payees and as an additional insured. District shall pay the premiums therefor and deliver certification of said policies to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance or the proceeds of any condemnation award received with respect to the Project and the Site, at the option of the District, shall be applied: (a) toward the replacement, restoration, or repair of the Project and the Site, or (b) toward the payment of all amounts required in the exercise of the District’s purchase option under Section 25.B. Should the District replace, restore, or repair the Project and the Site as set out in option (a) above, this Sublease shall continue in full force and effect. Subject to prior written consent of Lessor, the District may self-insure up to specified limits as evidenced by a rider of self-insurance to be
attached hereto (providing that all policies of self-insurance shall be governed by the provisions under this Sublease respecting cancellation and modification and payment of losses to Lessor.) Nothing contained herein shall limit the District's equitable and contractual rights to indemnification and insurance coverage provided by Lessor or its subcontractors pursuant to the Construction Services Agreement and the Sublease.

SECTION 18. **SUBLEASE INTERRUPTION INSURANCE.** District shall maintain or cause to be maintained, at its expense, beginning on the Sublease Effective Date, rental interruption insurance to cover the amount of Sublease Payments payable by the District for eighteen (18) consecutive months; provided however, that District's obligation to maintain sublease Interruption Insurance shall cease upon the District's exercise of its option pursuant to the provisions of Section 25 herein, or in the event the Construction Services Agreement, the Site Lease or this Sublease is terminated for any reason. This coverage shall insure against abatement of Sublease Payments payable by the District that come due hereunder resulting from the District's loss of use of the Project and the Site or any substantial portion thereof and caused by any and all perils, either insured or uninsured. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by the District. The insurance proceeds shall be payable to Lessor in amounts proportionate to the loss of use of the Project and the Site and shall supplement the District's applicable Sublease Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement.

SECTION 19. **TAXES.** District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

SECTION 20. **INDEMNITY.** In addition, and without limitation, to the indemnification set forth in Exhibit A of the Construction Services Agreement, to the extent permitted by law, the District shall, with respect to the Project and the Site, indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, arising out of, connected with or resulting from any acts of omission or commission by the District's employees and Sublease aspects of the Project and third parties on the Site, including without limitation, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities brought by third parties under the supervision, direction or control of the District including, but not limited to students and faculty. Further, the District agrees, to the extent the law allows, to indemnify Lessor against and hold Lessor harmless from and against any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the clean-up of any Hazardous Substances or toxic wastes from the Site or the
Project; provided, however, that the District shall not be required to indemnify Lessor to the extent that such liability or damages are caused by the negligence or misconduct of Lessor, Lessor's employees, agents and assigns, and Lessor shall defend, indemnify and hold Lessee harmless from and against all such liability or damages caused by the negligence or misconduct of Lessor, Lessor's employees, agents and assigns.

SECTION 21. EVENTS OF DEFAULT. The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events, subject to the District's rights to cure as detailed in the Construction Services Agreement or the General Conditions:

The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;

The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. REMEDIES ON DEFAULT. Upon the happening of any Event of Default by District, Lessor may exercise any remedy available at law to recover its actual damages; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Sublease Payments and damages for breach of this Sublease and the performance of all conditions herein such Sublease Payments and damages shall be payable to Lessor at the time and in the manner set forth below.

In the event that Lessor does not elect to terminate this Sublease, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all conditions herein and shall reimburse Lessor for the full amount of the Sublease Payments to the end of the Sublease Term.

In the event of termination of this Sublease by Lessor, at its option and in the manner hereinafter provided on account of default by the District, the District shall pay Lessor Sublease Payments then owing for past Sublease Payments due and not paid. Neither notice to pay Sublease Payments nor to deliver up possession of the Project and the Site given pursuant to law nor any proceeding in
unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable, nor shall District be liable for any punitive or consequential damages.

In the event of any default by Lessor, District shall be entitled to exercise any of the rights available to it at law or in equity in addition to any rights it retains pursuant to the Construction Services Agreement or the General Conditions.

SECTION 23. NON-WAIVER. No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 24. ASSIGNMENT. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except in the manner described in the California Civic Center Act, Education Code section 38130, et seq., or any similar statute. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease except upon the consent of the District, which consent may be granted or withheld at the sole and absolute discretion of the District, with the exception of their obligation to issue default notices and to convey or reconvey their interest in the Project and Site to the District upon full satisfaction of the District’s obligations hereunder; however, the Lessor may assign its right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part as collateral securing Lessor’s financing of the construction to be performed under the Construction Services Agreement to one or more assignees or subassignees at any time upon written notice to the District. No assignment shall be effective as against the District unless and until the District is so notified in writing. The District shall pay all Sublease Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the District shall keep a complete and
SECTION 25. SUBLEASE PREPAYMENTS/PURCHASE OPTION.

A. Sublease Prepayments. Sublease Prepayments are payments of amounts retained by District pursuant to Paragraph 9.4.1 of the General Conditions to the Construction Agreement that the District, in its sole and absolute discretion based on the satisfactory performance by Lessor of the construction, elects to release for payment in advance of the date that they would otherwise be due under the Construction Services Agreement. At any time during the Term of this Sublease, the District may (but shall in no event be required to) make Sublease Prepayments to the Lessor, either upon the request of the Lessor or on upon its own initiative. No Sublease Prepayments requested by the Lessor will be made by the District in an amount which, if added to all other Sublease Payments and Sublease Prepayments payments made by District, would cause the total payments made by District to exceed the Lump Sum Price. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 25.B, below, shall be adjusted accordingly.

In addition to any conditions set forth in the Construction Services Agreement, the following are conditions precedent to any Sublease Prepayments made to the Lessor pursuant to a request of the Lessor:

Satisfactory progress of the Construction pursuant to the time schedule required pursuant to the Construction Services Agreement (the "Time Schedule") shall have been made as determined below.

Without limitation to the requirements of the Construction Services Agreement and General Conditions, Lessor shall as a condition of any Sublease Prepayment submit to the District (i) duly executed conditional lien releases and waivers from the Lessor and all Subcontractors, consultants and other persons retained by the Lessor in connection with the Project, in such forms are prescribed by Applicable Law whereby such persons conditionally waive all lien and stop payment notice rights against the District, the Project and the Project site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers in such forms are prescribed by Applicable Law from the Lessor and all subcontractors, consultants and other persons retained by the Lessor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop payment notice rights against the District, the Project and the Project site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that the Lessor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Lessor shall promptly pay all amounts due to each subcontractor, consultant and other person...
retained by Lessor in connection with the Project no later than ten (10) days after Lessor's receipt of a Sublease Prepayment from the District.

The determination of whether satisfactory progress of the Construction pursuant to the Time Schedule has occurred shall be made by the inspector hired by the District. If the District's inspector determines that pursuant to the Time Schedule, the work required to be performed, as stated in the Lessor's Sublease Prepayment request has not been Substantially Completed, the Lessor shall not be eligible to receive the requested Sublease Prepayment.

B. **Purchase Option.** If the District is not in default hereunder, the District shall be granted options to purchase not less than the entire Project. The Prepayment Price at any given time shall be an amount equal to the Lump Sum Price, as adjusted for adjustments permitted by the Construction Services Agreement and General Conditions, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. Termination by District of the Construction Services Agreement upon and coincident with an exercise of such option shall constitute a termination by District without cause (i.e., for convenience) pursuant to Section 14.3 of the General Conditions to the Construction Services Agreement. The District may thereupon terminate this Sublease. Without limitation to the provisions of the Construction Services Agreement and General Conditions, following the purchase option date, District shall retain all rights to any claim or warranty, including but not limited to, any claim for Defective Work, arising under the Construction Services Agreement.

SECTION 26. **RELEASE OF LIENS.** In the event the Sublease is paid or prepaid in full in accordance with the provisions of the Construction Services Agreement and this Sublease, the Lessor or its assignee and the District shall release Lessor's leasehold interest in the Site.

Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease as they relate to the Project, the Sublease and the Site Lease and (ii) any other documents required to terminate the Site Lease and this Sublease.

SECTION 27. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.** In the event the Site Lease or the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate and no further Sublease Payments shall be due.

SECTION 28. **SEVERABILITY.** If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.
SECTION 29. INTEGRATION/MODIFICATION. This Sublease, together with the other documents referred to herein, constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 30. NOTICES. Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed as follows:

If to Lessor: [INSERT CONTRACTOR NAME]

If to District: Los Angeles Community College District
                      915 Wilshire Boulevard, Suite 800
                      Los Angeles, CA 90017
                      Attn: Construction Contracts Director,
                           LACCD Program Management

                      With a copy to:

                      Los Angeles Community College District
                      770 Wilshire Boulevard, 6th Floor
                      Los Angeles, CA 90017
                      Attn: General Counsel

SECTION 31. TITLES. The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 32. TIME. Time is of the essence in this Sublease and each and all of its provisions.

SECTION 33. LAW AND VENUE. The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any Term of this Sublease, the action shall be brought in a state court situated in the County of Los Angeles, State of California, in accordance with the provisions of Section 394 of the California Code of Civil Procedure.

[Signatures Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

DISTRICT:

LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California

BY: ________________________________
    JAMES D. O'REILLY
ITS: EXECUTIVE DIRECTOR OF FACILITIES PLANNING & DEVELOPMENT

DATE: ________________________________

LESSOR:

[INSERT CONTRACTOR NAME]

BY: ________________________________
    [PRINTED NAME]
ITS: ________________________________
    [TITLE]

DATE: ________________________________
EXHIBIT C
SITE LEASE

EXHIBIT "C"
SUBJECT: ADOPT RESOLUTION AUTHORIZING FILING A VALIDATION ACTION TO DETERMINE VALIDITY OF LEASE-LEASEBACK PROJECT DELIVERY METHOD FOR THE ATHLETIC TRAINING FACILITY PROJECT AT LOS ANGELES VALLEY COLLEGE

Action

Adopt a Resolution (Attachment 1) authorizing the filing of a validation action in the Superior Court of Los Angeles County pursuant to Government Code section 53511 and Code of Civil Procedure section 860 to confirm the validity of the Los Angeles Community College District's utilization of the Lease-Leaseback project delivery method for the Athletic Training Facility project at Los Angeles Valley College according to the steps defined therein and as authorized under California law, including, without limitation, Education Code section 81335.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Athletic Training Facility 38V.5837.02. All Phases.

Recommended by: Adriana D. Barrera, Deputy Chancellor
Approved by: Daniel J. LaVista, Chancellor
SUBJECT: ADOPT RESOLUTION AUTHORIZING FILING A VALIDATION ACTION TO DETERMINE VALIDITY OF LEASE-LEASEBACK PROJECT DELIVERY METHOD FOR THE ATHLETIC TRAINING FACILITY PROJECT AT LOS ANGELES VALLEY COLLEGE

WHEREAS, the District consists of nine community colleges serving more than 250,000 students located throughout the County of Los Angeles, California; and

WHEREAS, the District desires an exceptional educational program, including educational facilities that reflect a commitment to a high-quality educational environment for its students; and

WHEREAS, the Board of Trustees of the District has determined that construction of the Athletic Training Facility at Los Angeles Valley College will facilitate and enhance its educational programs; and

WHEREAS, the District is authorized under Education Code sections 81332 and 81335 to enter into a Lease-Leaseback project procurement that provides for (1) the letting of real property belonging to the District for a minimum of one dollar per year, (2) the lessee to construct, or provide for the construction of, a building or buildings thereon for the use of the District during the term of such lease, (3) title to such building or buildings to vest in the District at the expiration of such term, and (4) such other terms and conditions as the Board of Trustees of the District may determine to be in the best interest of the District; and

WHEREAS, the Board of Trustees has determined, after careful deliberation, that it is in the best interest of the District to authorize the filing of a Validation Action to determine the validity of the Lease-Leaseback project procurement authorized under Board Resolution Com. No. FPD1 of March 20, 2013.

NOW, THEREFORE, the Board of Trustees of the District does hereby resolve as follows:

1. Determination Regarding Recitals. All of the above recitals herein contained are true and correct and the Board of Trustees so finds and determines.

2. Determination. The District’s Board of Trustees determines that it is in the best interest of the District to cause the Validation Action to be filed pursuant to Government Code section 53511 and Code of Civil Procedure Section 860.

3. Other Acts. The President of the Board of Trustees, the Chancellor, and other officers of the District are hereby authorized and directed to do any and all things to execute and deliver any and all documents, which, in consultation with staff, they may deem necessary and advisable in order to effectuate the purposes of this Resolution and any such actions previously taken by such officers are hereby approved, ratified, and confirmed. Furthermore, the Chancellor or designee is authorized to finalize and execute said Agreements in substantially the form now existing, subject to such additions thereto or modifications thereto as the Chancellor or designee may deem in the best interest of the District.

4. Effective Date. The Resolution shall take effect upon adoption of this Resolution by the District’s Board of Trustees.
PASSED AND ADOPTED on March 20, 2013 by the following vote:

AYES:            
NOES:            
ABSENT:          

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, ______________, Secretary of the Board of Trustees, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date, March 20, 2013.

__________________________
Clerk/Secretary of the Board of Trustees
SUBJECT: DISTRICT'S INITIAL PROPOSAL TO THE EXCLUSIVE REPRESENTATIVES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ADMINISTRATORS' UNIT REPRESENTED BY CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION LOCAL 911 REGARDING NEGOTIATION OF THE COLLECTIVE BARGAINING AGREEMENT TO DISCUSS COMPENSATION MATTERS FOR 2012-2013

Pursuant to Government Code Section 3547 and Board Rule 101400, the Los Angeles Community College District proposes that representatives of the District and agents of the Los Angeles Community College District Administrators’ Unit represented by California Teamsters Public, Professional & Medical Employees Union Local 911 re-open the Agreement between the Los Angeles Community College District and the Administrators’ Unit represented by California Teamsters Public, Professional & Medical Employees Union, Local 911, dated July 1, 2011 through June 30, 2014 for the purpose of renegotiating compensation issues.

Background: Government Code Section 3547 and Board Rule 101400 require the District to inform the public of the issues to be negotiated with an employee organization by presenting any proposed reopening at a public meeting of the Board. The matter was noticed on March 6, 2013, with an expected adoption date of March 20, 2013. The public will have an opportunity to comment on March 20, 2013, before the parties begin formal bargaining.
Subject: APPROVE SPECIAL REPORTS TO ACCREDITING COMMISSION OF COMMUNITY AND JUNIOR COLLEGES

A. Los Angeles Valley College

**Background:** The Accrediting Commission of Community and Junior Colleges requires the Board of Trustees to approve special reports prior to their transmission to the accrediting commission. The Chancellor presented this report to the Institutional Effectiveness Committee during its meeting on the morning of March 20, 2013. The Committee reviewed the Special Report for Los Angeles Valley College and recommended its approval by the Board.

B. Educational Services Center

**Background:** The Accrediting Commission of Community and Junior Colleges requires the Board of Trustees to approve special reports prior to their transmission to the accrediting commission. The Chancellor presented this report to the Institutional Effectiveness Committee during its meeting on the morning of March 20, 2013. The Committee reviewed the Special Report for the Educational Services Center and recommended its approval by the Board.
I. AUTHORIZE PROFESSIONAL SERVICE AGREEMENTS

A. Action

Authorize a short term agreement on a Task Order basis with each of the firms listed below to provide continued Relocation Project Management (RPM) services for specific Bond projects as shown from April 10, 2013 through June 30, 2013 at a not to exceed cost per firm as indicated below, inclusive of eligible reimbursable expenses:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Current Assignments (including, but not limited to) where continued RPM services are requested</th>
<th>Proposed Not to Exceed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cordoba Corporation</td>
<td>East Los Angeles College: Student Success and Retention Center, Campus Student Center Bookstore, Weingart Stadium Modernization, Science Career &amp; Mathematics Building, Los Angeles Harbor College: Library, Science Complex, Northeast Academic Building, Student Services Building, Los Angeles Valley College: Campus Wide Improvements, Athletic Training Facility, Media Arts/Performing Arts, Monarch Center, Workforce Development Center, West Los Angeles College: Campus Improvements, Fine Arts/Career Education, Temporary Facilities Relocation</td>
<td>$600,000</td>
</tr>
<tr>
<td>OMN Enterprises, LLC and McLaughlin &amp; Associates Inc.</td>
<td>Pierce College: Library Crossroads Building, Performing Arts Building, North of Mall, Campus-wide Improvements</td>
<td>$100,000</td>
</tr>
<tr>
<td>Plancorp</td>
<td>East Los Angeles College: Student Success and Retention Center, Campus Student Center Bookstore, Weingart Stadium Modernization, Science Career &amp; Mathematics Building</td>
<td>$100,000</td>
</tr>
<tr>
<td>Summit Consulting &amp; Engineering, Inc.</td>
<td>District wide Projects, RPM Team and Procurement support</td>
<td>$100,000</td>
</tr>
<tr>
<td>TELACU Construction Management</td>
<td>Los Angeles Southwest College: Cox Bldg. Upgrade (Annex), School of Math &amp; Science, Parking Structure</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

Background

The above listed firms currently provide Relocation Project Managers (RPMs) for the projects shown through agreements that are set to expire on April 9, 2013. A new agreement with each firm for three (3) months is proposed to allow continuing services. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. These proposed Agreements provide continuity of services during the interim period.
Funding and Award History

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Previous Number of Agreements</th>
<th>Awarded through the Bond Program and Cumulative Total Value of all previous awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cordoba Corporation</td>
<td>One previous award</td>
<td>$5,500,000 cumulative</td>
</tr>
<tr>
<td>OMN Enterprises, LLC and McLaughlin &amp; Associates, Inc.</td>
<td>One previous award</td>
<td>$2,000,000 cumulative</td>
</tr>
<tr>
<td>Plancorp</td>
<td>Two previous awards</td>
<td>$3,250,000 cumulative</td>
</tr>
<tr>
<td>Summit Consulting &amp; Engineering, Inc.</td>
<td>One previous award</td>
<td>$2,000,000 cumulative</td>
</tr>
<tr>
<td>TELACU Construction Management</td>
<td>One previous award</td>
<td>$2,000,000 cumulative</td>
</tr>
</tbody>
</table>

Funding is through Proposition A/AA and/or Measure J Bond proceeds. Construction Phase.

B. Action

Authorize a short term agreement with Dansure, Inc. to provide continued safety management consulting services in support of the Bond program District-wide from June 2, 2013 through June 30, 2013 at a cost not to exceed $25,000 inclusive of eligible reimbursable expenses.

Background

On July 9, 2008 (Com. No. FPD1) the Board of Trustees authorized Agreement No. 50070 with Dansure, Inc. (formerly known as Ed Aschoff & Associates, Inc.) to provide safety management consulting services which will expire on June 2, 2013. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed short term agreement is requested on the same terms as Agreement No. 50070 to provide continuity of services on an interim basis.

Award History

This agreement represents the third awarded to this company through the Bond Program and a cumulative original award total of $5,025,000.

Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP-Specialty Consulting Services 40J.5J87.05. Construction Phase.

C. Action

Authorize a short term agreement with Safety Environmental Consulting to provide continued safety management consulting services in support of the Bond program District-wide from June 2, 2013 through June 30, 2013 at a cost not to exceed $25,000 inclusive of eligible reimbursable expenses.
Background

On July 9, 2008 (Com. No. FPD1) the Board of Trustees authorized Agreement No. 50069 with Safety Environmental Consulting to provide safety management consulting services which will expire on June 2, 2013. The provision of these services has been identified by the District to be integral to the new Program Management Agreement once awarded. This proposed short term agreement is requested on the same terms as Agreement No. 50069 to provide continuity of services on an interim basis.

Award History

This agreement represents the second awarded to this company through the Bond Program and a cumulative original award total of $4,925,000.

Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP-Specialty Consulting Services 40J.5J87.05. Construction Phase.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICE AGREEMENTS

A. Action

Authorize the following actions for Amendment No. 2 to Agreement No. 33306 with Kent Twitchell, as an individual, to design, fabricate and install an artistic mural as part of an integrated design feature for the exterior of the Student Services Center project at Los Angeles Valley College:

1. Approve the allocation of Proposition A Bond funds for the integrated design feature of an artistic mural, including its design, fabrication and installation to be from the Student Services Center project at the previously authorized not to exceed cost of $180,000;
2. Approve the allocation of funds for prospective restoration, repair and major maintenance of the artistic mural to be from the College general funds at an hourly rate of $80 but not to exceed cost of $10,000;
3. Correct the commencement date of the agreement from April 14, 2011 to April 1, 2013 and the end date from March 8, 2014 to April 1, 2018 with a defined mural completion and installation date not greater than fifteen (15) months from start of performance at no additional cost; and
4. Correct the name of the contracting party from Fresco School Productions, Inc. to Kent Twitchell, as an individual.

Inclusive of this proposed amendment, the total amount of this agreement approved from Bond funds by the Board of Trustees remains at $180,000. The total amount of this five-year agreement approved from the College general fund is $10,000. The overall total not to exceed cost is $190,000.

Background

This agreement with Kent Twitchell was authorized by the Board of Trustees on April 13, 2011 (Com. No. FPD1) with Fresco School Productions, Inc. ("FSP") for the provision of an artistic mural on the exterior of the new Student Services Center project at Los Angeles Valley College. On March 7, 2012 (Com. No. FPD1), the Board of Trustees authorized Amendment No. 1 to extend the end date to March 8, 2014.
In finalizing the agreement, Kent Twitchell’s representative indicated that the agreement should only be with Kent Twitchell as FSP will be performing services at his direction. Accordingly, FSP will be a sub-consultant to Kent Twitchell.

Additionally, upon further review by the District, it was determined that the funding requires further delineation to identify the separate sources for both the procurement of the mural as an integrated design feature as well as for its maintenance. While this action does not change the overall not to exceed cost of $180,000 originally authorized by the Board for Bond funds, it does provide identification of a separate and distinct funding source: for repair, restoration and major maintenance in the not to exceed amount of $10,000 through the Los Angeles Valley College operations budget. The District also recommends that the time needed to complete and install the mural should be no greater than fifteen (15) months from start of performance. The agreement start and end date require correction as the agreement was never finalized until recently and execution of an agreement did not occur due to further review of budgeting issues on the project. This agreement has been considered through the participatory governance process.

Funding and Development Phase

Funding is through Proposition A Bond proceeds and Los Angeles Valley College general funds. Procurement of the artistic mural as an integrated design feature is through project funds for Student Services Center 08V.6809.02.01. Maintenance of the artistic mural is through funds from the Los Angeles Valley College general fund budget. Design Phase.

B. Action

Authorize Amendment No. 2 to Agreement No. 31470 for an extension of time to the short-term agreement with Meriwether & Williams Insurance Services, Inc. to provide continued contractor surety Bond program administrative services from April 1, 2013 through June 30, 2013 at a cost not to exceed $180,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this Agreement is $2,460,000.

Background

This Agreement was authorized by the Board of Trustees on June 13, 2012 (Com. No. FPD1). The scope of work under this Agreement is included within the Request for Proposals of Program Management services currently underway and which may not be completed prior to the expiration date of Agreement No. 31470 on March 31, 2013. An extension of time at additional cost is requested until the new Program Management Agreement is established which will assume these services.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. Specialty Consulting Services 40J.5J95.05. Construction Phase.

C. Action

Authorize Amendment No. 2 to Agreement No. 33561 for an extension of time to the short-term agreement with PVJobs to provide for continued District-wide management of the Special Opportunities program for the LACCD Bond program. The scope of work includes management of the Project Labor Agreement (PLA) Apprenticeships and Internship Outreach as well as management of the Bond Intern program and tracking of the participation of Small, Local, and Emerging Businesses. The term of the time
extension shall be from April 1, 2013 through June 30, 2013 at a cost not to exceed $150,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total cost of this Agreement is $600,000.

Background

This Agreement was authorized by the Board of Trustees on July 12, 2012 (Com. No. FPD1). The scope of work under this Agreement is included within the Request for Proposals for Program Management services currently underway and which will not be completed prior to the expiration of Agreement No. 33561 on March 31, 2013. An extension of time at additional cost is requested until the new Program Management Agreement is established which will assume these services.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. PV Jobs - Specialty Consulting Services. Construction and Design Phases.

D. Action

Authorize Amendment No. 3 to Agreement No. 33586 with Ron Rakich Consulting, Inc. to provide continued risk management consulting services for the Bond program District-wide from May 9, 2013 through June 30, 2013 at a cost not to exceed $45,050 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $2,790,350.

Background

This agreement was authorized by the Board of Trustees on July 11, 2012 (Com. No. FPD1) with Ron Rakich Consulting, Inc. to provide risk management services including coordination and oversight of the Owner Controlled Insurance Program (OCIP) and insurance-related review and management for the Bond program. This proposed Amendment provides continuity of these services until the new Program Management Agreement is implemented which will include these services pursuant to direction from the District.

Funding and Development Phase

Funding is through Measure J Bond proceeds. OCIP Specialty Consulting Services 40J.5J87.05. Construction Phase.