ORDER OF BUSINESS - REGULAR MEETING
Wednesday, September 11, 2013
Public Session 3:30 p.m.
Closed Session
(Immediately Following Public Session)

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

I. Roll Call (3:30 p.m.)

II. Flag Salute

III. Approval of Minutes: Regular Meetings and Closed Sessions: August 7, 2013 and August 21, 2013

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

V. Announcements from the College Presidents

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

VII. Requests to Address the Board of Trustees – Multiple Agenda Matters

VIII. Reports and Recommendations from the Board
   • Reports of Standing and Special Committees
   • Proposed Actions
      BT1. District Classified Employees Retirement
      BT2. Amend Board Rules Chapter XVII – Board Rules 17002 and 17004
      BT3. Conference Attendance Authorization
      BT4. Resolution – In Recognition of Elliot Axelband

IX. Reports from the Chancellor and College Presidents
   • Report from the Chancellor regarding activities or pending issues in the District
      o Presentation of the Faculty Teaching & Learning Academy 2012-2013 Participants
      o Update on Information Technology – SAP

X. Consent Calendar
   Matters Requiring a Majority Vote
   BSD1. Ratifications for Business Services
   BSD2. Business Services Routine Report
   FPD1. Facilities Planning and Development Routine Report
   FPD2. Authorize Master Procurement Agreements
FPD3. Adopt Resolution Authorizing Implementation of Lease-Leaseback Project Delivery for the Cesar Chavez Administration Building Modernization Project at Los Angeles City College

FPD4. Adopt Resolution Authorizing Implementation of Lease-Leaseback Project Delivery for the Da Vinci Hall Modernization Project and the South Gym Modernization Project at Los Angeles City College

FPD5. Ratify Construction Contract Changes Arising Out of Differing Site Conditions for a Construction Contract Greater Than $30,000 in Original Cost Issued Under Design-Bid-Build Method of Project Delivery

HRD1. Personnel Services Routine Actions

ISD1. Approval of Educational Programs and Courses

ISD2. Ratification of Student Travel

ISD3. Revise Board Rule 6201.13

PC1. Personnel Commission Actions

- Correspondence

Matters Requiring a Super Majority Vote – None

XI. Recommendations from the Chancellor

CH1. Appointment to the District Citizens’ Oversight Committee for Propositions A/AA and Measure J Bond Programs

- Public Hearing to Adopt the 2013-2014 Final Budget

BF1. Adoption of 2013-2014 Final Budget

XII. Notice Reports and Informatives

PC/A. [Notice] Amend Board Rule, Chapter XI, Personnel Commission

XIII. Announcements and Indications of Future Proposed Actions by Members of the Board of Trustees

XIV. Requests to Address the Board of Trustees Regarding Closed Session Agenda Matters

XV. 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 (Refer to Attachment “A” for Closed Session agenda).

Location: Hearing Room

XVI. Reconvene Regular Meeting Location: Board Room

XVII. Roll Call

XVIII. Report of Actions Taken in Closed Session – September 11, 2013

XIX. Consent Calendar

Matters Requiring a Majority Vote

HRD3. Disciplinary Action Regarding Classified Employees

ISD4. Student Discipline - Expulsion
XX. Adjournment

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Next Regularly Scheduled Board Meeting
Wednesday, September 25, 2013
(Public Session scheduled for 5:30 p.m.)
LACCD Van de Kamp Innovation Center
2nd Floor, Old Bakery Building
2930 Fletcher Drive
Los Angeles, CA 90065
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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 12:00 p.m. (noon) on the Tuesday prior to the Board meeting.
CLOSED SESSION  
Wednesday, September 11, 2013

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

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

A. Position: Chancellor

B. Position: Vice Chancellor, Human Resources

C. Position: Acting President, Los Angeles Valley College

II. Conference with Labor Negotiator  
(pursuant to Government Code section 54957.6)

A. District Negotiators: Adriana D. Barrera  
Employee Units: All Units  
All Unrepresented Employees

B. District Negotiators: Adriana D. Barrera  
Michael Shanahan  
Employee Unit: Building and Construction Trades

C. District Negotiators: Adriana D. Barrera  
Michael Shanahan  
Employee Unit: Academic Administrators
D. District Negotiators: Adriana D. Barrera
   Michael Shanahan
   Employee Unit: Clerical/Technical
E. District Negotiators: Adriana D. Barrera
   Michael Shanahan
   Employee Unit: Supervisory
F. District Negotiators: Adriana D. Barrera
   Michael Shanahan
   Employee Unit: Local 99
G. District Negotiators: Adriana D. Barrera
   Michael Shanahan
   Employee Unit: Faculty

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

IV. Consideration of Student Discipline
    (pursuant to Government Code section 54962 and Education Code section 72122)

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

   A. City of Carson v. State of California
   B. LACCD v. Constantino Gabrie
   C. Jacqueline Hall v. LACCD
   D. Som Chounlamountry v. Paul McKenna
   E. Leo A. Daly, v. FTR International, Inc., LACCD, et al. (two matters)
   F. LACCD v. J.D. Diffenbaugh, Safeco Insurance Company


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

A. Claim regarding project at Los Angeles Mission College.

B. Claim regarding project at Southwest College.

C. Claim regarding Van de Kamp project.

D. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case
RESOLUTION – DISTRICT CLASSIFIED EMPLOYEES RETIREMENT

WHEREAS, The classified employees identified below have been employed with the Los Angeles Community College District for many years; and

WHEREAS, The classified employees have contributed significantly toward providing the highest quality of services to our students and the public on behalf of the Los Angeles Community College District; now, therefore, be it

RESOLVED, That the Personnel Commission and the Board of Trustees of the Los Angeles Community College District do hereby commend the employees for their contributions and extend best wishes in their retirement.

Steve Veres, President
Board of Trustees

David Iwata, Chair
Personnel Commission
## SUMMARY OF RETIRED CLASSIFIED EMPLOYEES

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Job Classification</th>
<th>Years Of Service</th>
<th>Location</th>
<th>Retirement Date</th>
</tr>
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<tbody>
<tr>
<td>Clark</td>
<td>Carolyn</td>
<td>Registrar</td>
<td>40</td>
<td>Trade-Tech</td>
<td>8/4/13</td>
</tr>
<tr>
<td>Santillanes</td>
<td>Patrick</td>
<td>Sign Language Interpreter Specialist II</td>
<td>35</td>
<td>Trade-Tech</td>
<td>6/30/13</td>
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<tr>
<td>Karp</td>
<td>Richard</td>
<td>Electrician</td>
<td>33</td>
<td>City</td>
<td>7/29/13</td>
</tr>
<tr>
<td>Zankich</td>
<td>Mark</td>
<td>College Enterprise Manager</td>
<td>33</td>
<td>Harbor</td>
<td>7/31/13</td>
</tr>
<tr>
<td>Evans</td>
<td>Melvin</td>
<td>Custodian</td>
<td>33</td>
<td>Valley</td>
<td>7/28/13</td>
</tr>
<tr>
<td>Meldrum</td>
<td>Melody</td>
<td>Office Assistant</td>
<td>22</td>
<td>City</td>
<td>6/28/13</td>
</tr>
<tr>
<td>Eisner</td>
<td>Rhonda</td>
<td>Instructional Assistant, Language Arts</td>
<td>16</td>
<td>Valley</td>
<td>6/14/13</td>
</tr>
<tr>
<td>Thompson</td>
<td>Antoinette</td>
<td>Senior Office Assistant</td>
<td>12</td>
<td>Harbor</td>
<td>7/31/13</td>
</tr>
</tbody>
</table>
Subject: AMEND BOARD RULES CHAPTER XVII – BOARD RULES 17002 AND 17004

I. Amend Board Rule 17002 as follows, effective January 1, 2014:

17002. COMPOSITION OF THE DISTRICT CITIZENS’ OVERSIGHT COMMITTEE.

A. The District Citizens’ Oversight Committee will consist of seventeen ten regular members, none of whom are employees of the District, appointed as follows:

1. One member from each of the nine College Citizens’ Committees, selected by the respective College President Three regional members selected and recommended by the Chancellor from the College Citizens’ Committees; and

2. Eight Seven appointees of the Board of Trustees –

   one of whom is active in a business organization representing the business community in Los Angeles;

   one of whom is active in an organization representing the labor community in Los Angeles;

   one of whom is active in a senior citizens’ organization;

   one of whom is active in a bona fide taxpayers’ organization;

   one of whom is a student who is enrolled in one of the District’s colleges and active in a college group, such as the college associated students’ organization;

   one of whom is an active member of a college advisory committee or foundation; and,

   two one members at large.

3. In order to maximize the effectiveness of the oversight, members with a background in construction-related industries are preferred.

B. For each regular member listed in Section A.2, the Board may appoint an alternate member who shall only exercise the rights and privileges of the regular member during the regular member’s absence. To be eligible to serve as an alternate member, an individual must meet the eligibility criteria applicable to the regular member’s position on the committee.
C. Each College Citizens’ Committee will consist of at least seven but no more than fifteen members who are from constituent organization(s), and appointed by the College President. Each president will determine the appropriate make-up of his or her College Citizens’ Committee, but it is recommended that the composition of the committee include the categories of membership required for the District Citizens’ Oversight Committee.

C. Any member who fails to attend three meetings in succession, or who fails to attend four meetings within a calendar year, will be deemed to have abandoned the position.

II. Amend Board Rule 17004 as follows:

17004. COLLEGE CITIZENS’ COMMITTEE.

A. There will be a College Citizens’ Committee at each college. The role of the College Citizens’ Committee is to advise the District Citizens’ Oversight Committee regarding the District’s expenditure of bond revenues on the specific projects listed in the bond proposition that are planned for the college at which the committee is organized.

B. The College President may appoint non-voting employee representatives to the College Citizens’ Committee. Any employee representative to the committee may participate in the committee’s deliberations but may not cast a vote as a committee member or otherwise participate in any similar form of formal decision-making.

C. When there is a winding down of bond-funded activity, the College President may recommend that the applicable College Citizens’ Committee be merged into the District Citizens’ Oversight Committee. In that event, the members of that College Citizens’ Committee shall be deemed advisory, non-voting members of the District Citizens’ Oversight Committee until the exhaustion of bond funds related to the applicable college.

Background: The District Citizens’ Oversight Committee and College Citizens’ Committee have undertaken a significant and vital role in the District’s bond-funded projects. In the 12 years since they were first formed, there have been significant challenges with convening regular quorums of the eighty or more volunteers required by the original plan. The proposed changes reduce the size of the District committee and establish minimum attendance requirements while continuing to provide for college-level oversight.
Subject: CONFERENCE ATTENDANCE AUTHORIZATION

Authorize payment of necessary expenses for Scott J. Svokin, member of this Board of Trustees, to meet with legislators and congressional departments on September 15-17, 2013 in Washington, DC.

Background: Meetings will present college-based training strategies and workforce development initiatives. Funded by City of Los Angeles Economic & Workforce Development grants.

Chancellor and Secretary of the Board of Trustees

By __________________________ Date __________
Subject: RESOLUTION – IN RECOGNITION OF ELLIOT AXELBAND

WHEREAS, Elliot Axelband is a strong supporter of West Los Angeles College and a member of its College Citizens' Committee; and

WHEREAS, Dr. Axelband was appointed to the District Citizens' Oversight Committee (DCOC) on September 9, 2009; and

WHEREAS, In February of 2011, Dr. Axelband agreed to serve as the DCOC Vice Chair; and

WHEREAS, In June 2012, he was appointed by Chancellor Daniel LaVista to serve as DCOC Chair; and

WHEREAS, In his capacity as Chair, Dr. Axelband worked with members of his committee, the Board of Trustees, Chancellor LaVista, and the Build—LACCD team, making the DCOC a relevant and influential partner in the program; and

WHEREAS, As Chair, he established a new routine for the committee, moving it out of the Board Room and onto the campuses, giving the DCOC more visibility and a louder voice; and

WHEREAS, He led the effort to produce a comprehensive and informative annual DCOC report as required by law; and

WHEREAS, He has been an invaluable conduit between the District's bond construction program and the taxpayers of his community; and

WHEREAS, He has served in his position honorably and effectively; now, therefore, be it

RESOLVED, That the Board of Trustees and the Chancellor of the Los Angeles Community College District hereby recognize Elliot Axelband for his unwavering dedication and masterful leadership; and be it further

RESOLVED, That the Board of Trustees and the Chancellor of the Los Angeles Community College District hereby extend their gratitude to Elliot Axelband for his service and wish him well in the future.

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ___________________________
Subject: RATIFICATIONS FOR BUSINESS SERVICES

In accordance with the California Education Code and Los Angeles Community College District Board Rules, the following routine transactions are reported for ratifications:

A. PURCHASE ORDERS
   - 925 issued from June 3, 2013 to June 28, 2013 which totaled $4,558,485.
   - 687 issued from July 1, 2013 to July 30, 2013 which totaled $2,752,550.

B. FACILITIES ORDER FORMS
   - 93 issued from June 1, 2013 to June 30, 2013 which totaled $561,572.
   - 76 issued from July 1, 2013 to July 31, 2013 which totaled $229,521.

C. AGREEMENTS FOR ART MODELING SERVICES
   - 16 issued which totaled $1,567.
   - 8 issued which totaled $1,000.

D. AGREEMENTS FOR ATHLETIC OFFICIATING SERVICES
   - 1 issued which totaled $28,000.

E. CONTRACT EDUCATION AGREEMENTS
   - 4500189444 Southwest. Agreement with Youth Opportunity Movement Boyle Heights (YOBH) for collaboration on the Workforce Investment Act Training Program (WIA) to provide not-for-credit OSHA 10 workshops and Readiness Training for participants referred and enrolled in the YOBH/WIA program during the period July 1, 2012 to June 30, 2014, inclusive. Total income: $42,000.
   - 4500189449 Southwest. Agreement with Century Center for Economic Opportunity to conduct on-site college courses for the Youth Build students during the period February 4, 2012 to September 30, 2014, inclusive. Total income: $28,000.

Recommended and Approved by:
Adriana D. Barrera, Interim Chancellor
Southwest. Agreement with Carlisle Interconnect Technologies to provide Workplace ESL Training to their current employees during the period January 1, 2013 to June 30, 2013, inclusive. Total income: $5,100.

Total Income: $75,100

F. DONATION OF SERVICES

City. No-cost agreement with United States Veterans' Initiative-Long Beach to provide part time social worker to provide free counseling services to Veterans Resource Center during the period July 20, 2013 to July 30, 2014, inclusive.

Total Cost: $0

G. EDUCATION TRAVEL AGREEMENT

City. No-cost agreement with Forspro to facilitate study abroad in Madrid, Spain for students enrolled in Summer Language and Cultural Immersion program during the period July 3, 2013 to July 26, 2013, inclusive.

Total Cost: $0

H. LEASE OF FACILITIES FOR DISTRICT USE

District Office. Amendment No. 1 to agreement with Noble-Interstate Management Group-California as agent for Noble/Valencia Op Co., LLC, dba Hyatt Regency Valencia to provide accommodations and meals for the Community of Practice in Acceleration Summer Institute funded and sponsored by the ESL/Basic Skills Professional Development Grant, to increase the total contract amount from $19,000 to $22,514 for additional charges during the period June 21, 2013 to June 23, 2013, inclusive. Total additional cost: $3,514.

East. No-cost Facilities Use agreement with Montebello Unified School District for use of classroom space at Bell Gardens High School to allow the Jaime Escalante Math Program to provide math courses free of cost to their students during the period June 24, 2013 to July 22, 2013, inclusive.

East. No-cost Facilities Use agreement with Academia Semillas Del Pueblo (dba Semillas Community Schools) for use of classroom space at their school site to allow the Jaime Escalante Math Program to provide math courses free of cost to their students during the period June 17, 2013 to August 2, 2013, inclusive.
Board of Trustees
Los Angeles Community College District

Com. No. BSD1 Business Services Date: September 11, 2013

4500189274 Pierce. Amendment to renew agreement with St. Martin in the Fields Episcopal Church to lease classroom facilities for use by Los Angeles Pierce College on designated days and times from July 1, 2013 through June 30, 2014, inclusive, increasing the total contract amount from $15,000 to $30,000. Total additional cost: $15,000.

Total Cost: $18,514

I. LEASES, USE PERMITS AND CIVIC CENTER PERMITS OF DISTRICT FACILITIES

4500180392 Pierce. Amendment to extend agreement with El Camino Real High School for use of the swimming pool for water polo practice & games for a total of 5.5 additional hours during the period December 11, 2012 through January 31, 2013, inclusive. Total additional income: $275.

4500189274 Pierce. Agreement with Louisville High School for use of the swimming pool for water polo practice & games on designated days and times for a total of 71 hours during the period January 2, 2013 through February 22, 2013, inclusive. Total income: $2,561.

4500189275 Pierce. Agreement with Cleveland High School for use of the swimming pool for water polo practice & games on designated days and times for a total of 26 hours during the period December 17, 2012 through January 4, 2013, inclusive. Total income: $1,000.

4500189277 Pierce. Agreement with Los Angeles Volleyball Academy, Inc. for use of the North and South Gym for Volleyball Practice on designated days and times for a total of 60 hours during the period January 2, 2013 through February 11, 2013, inclusive. Total income: $4,302.

4500189281 Pierce. Agreement with El Camino Real High School for use of the swimming pool for swimming practice & meets on designated days and times for a total of 109.5 hours during the period February 1, 2013 through May 24, 2013, inclusive. Total income: $3,973.

4500189284 Pierce. Agreement with Sierra Canyon School for use of three tennis courts for practice on designated days and times for a total of 66 hours during the period March 5, 2013 through May 2, 2013, inclusive. Total income: $705.

4500189285 Pierce. Agreement with Pacific Coast Baseball League for use of the baseball field for games and practice on designated days and times for a total of 120 hours during the period April 7, 2013 through November 17, 2013, inclusive. Total income: $2,894.
Board of Trustees
Los Angeles Community College District

4500189286 Pierce. Agreement with Los Angeles Water Polo Club for use of the swimming pool for water polo practice on designated days and times for a total of 64 hours during the period April 1, 2013 through May 23, 2013, inclusive. Total income: $2,376.

4500189287 Pierce. Agreement with San Fernando Valley Silent Flyers for use of the upper football practice field for flying remote control planes on designated days and times for a total of 192 hours during the period May 1, 2013 through April 30, 2014, inclusive. Total income: $576.

4500189293 Pierce. Agreement with Taft High School for use of the swimming pool for swimming practice & meets on designated days and times for a total of 100 hours during the period January 31, 2013 through May 16, 2013, inclusive. Total income: $3,655.

4500189274 Pierce. Agreement with West Valley Soccer League for use of the stadium for soccer practice and tournament on three days, January 19, 20, & 26, 2013 for a total of 25.5 hours at designate times. Total income: $4,500.

4500189300 Pierce. Agreement with Taft High School for use of the pool for water polo practice on designated days and times for a total of 54 hours during the period November 15, 2012 through January 31, 2013, inclusive. Total income: $1,825.

4500134829 Valley. Amendment No. 4 to renew permit for use with Exploring Minds Montessori Preschool for use of 17 parking spaces in Parking Lot “B” for employees during the period of September 1, 2013 to August 31, 2014, Mondays to Fridays from 8:00 am to 6:00 pm. Total income: $1,870.

Total Income: $30,512

J. LICENSE AGREEMENTS

4500190177 Mission. Amendment No. 1 to renew agreement with Dallas County Community College District to provide for a license to broadcast, cablecast and video materials for delivery to students for the telecourse "Choices and Change: Microeconomics", increasing the total contract amount from $21,420 to $31,980, from July 1, 2013 to June 30, 2014, inclusive, for the second year of the agreement. Total additional cost: $10,560.

4500189935 Pierce. Agreement with the International Business Machines Corporation for license of its SPSS statistical analysis software, including system support and maintenance for the Information Technology Department during the period August 1, 2013 to July 31, 2014, inclusive. Total cost: $2,046.
<table>
<thead>
<tr>
<th>Com. No. BSD1</th>
<th>Business Services</th>
<th>Date: September 11, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500189744</td>
<td>Valley. Agreement with Dell Software, Inc. for license of Quest software, including system support and maintenance for the Information Technology Department during the period February 28, 2013 to July 31, 2014, inclusive. <strong>Total cost:</strong> $8,431.</td>
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<tr>
<td></td>
<td><strong>Total Cost:</strong> $21,037</td>
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</tr>
</tbody>
</table>

K. **MAINTENANCE AGREEMENTS**

<table>
<thead>
<tr>
<th>Com. No. BSD1</th>
<th>Business Services</th>
<th>Date: September 11, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500173125</td>
<td>City. Amendment No. 1 to renew agreement with Golden Star Technology, Inc. to provide hardware and software support for the Lefthand Storage Area Network, increasing the total contract amount from $14,787 to $24,266 from July 15, 2013 to July 14, 2014, inclusive, for the second year of the agreement. <strong>Total additional cost:</strong> $9,479.</td>
<td></td>
</tr>
<tr>
<td>4500189028</td>
<td>City. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 3, 2013 to August 2, 2014. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. <strong>Total cost:</strong> $26,740.</td>
<td></td>
</tr>
<tr>
<td>4500181069</td>
<td>City. District, Valley, and West. Amendment to renew agreement with Biometrics4All, Inc. for maintenance of four guardian LS200 desktop fingerprint and license scanner-computer systems installed at the College’s Sheriff Departments and at the District’s Human Resource Division (HRD), under the auspices and funding of the HRD for an additional year from July 1, 2013 to June 30, 2014, inclusive. <strong>Total additional cost:</strong> $2,240.</td>
<td></td>
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<tr>
<td>4500190227</td>
<td>District Office. Agreement with Harland Technology Services to provide onsite maintenance for a Model 2260.29AF scanner (for the Office of the Personnel Commission) during the period July 1, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $897.</td>
<td></td>
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<tr>
<td>4500190228</td>
<td>District Office. Agreement with EPI-USE Labs, LLC to provide maintenance on the Payroll Reconciliation software and the SAP Advantage Toolkit software for the Office of Information Technology during the period October 1, 2013 to September 30, 2014, inclusive. <strong>Total cost:</strong> $12,370.</td>
<td></td>
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</table>
Board of Trustees
Los Angeles Community College District

<table>
<thead>
<tr>
<th>Com. No. BSD1</th>
<th>Business Services</th>
<th>Date: September 11, 2013</th>
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<tbody>
<tr>
<td>4500190229</td>
<td>District Office. Agreement with Dell Software, Inc. to provide software maintenance for the VDI (Virtual Desktop Infrastructure) environment at the Educational Services Center during the period July 15, 2013 to July 15, 2014, inclusive. Total cost: $8,678.</td>
<td></td>
</tr>
<tr>
<td>4500190233</td>
<td>District Office. Agreement with Dell Marketing, LP, to provide support for the Dell Compellent Storage Center System 20571 for the Office of Information Technology during the period October 1, 2013 to September 30, 2016, inclusive. Total cost: $15,571.</td>
<td></td>
</tr>
<tr>
<td>4500189167</td>
<td>East. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 3, 2013 to August 2, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. Total cost: $35,070.</td>
<td></td>
</tr>
<tr>
<td>4500189688</td>
<td>Harbor. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 3, 2013 to August 2, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. Total cost: $26,740.</td>
<td></td>
</tr>
<tr>
<td>4500189894</td>
<td>Mission. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 4, 2013 to August 3, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. Total cost: $26,740.</td>
<td></td>
</tr>
</tbody>
</table>
Los Angeles Community College District


Mission. Agreement with Trane U.S., Inc. dba Trane to provide maintenance of Trane CVHE045FA4 CenTraVac Centrifugal Chiller and Trane RFAC1854UR Series R Air-Cooled Chiller for the Maintenance and Operations Department during the period July 1, 2013 to June 30, 2016, inclusive. Total cost: $37,504.

Pierce. Agreement with KTS Networks, Inc. for maintenance of the college’s ShoreTel telephone system during the period May 28, 2013 to May 27, 2014, inclusive. Total cost: $23,800.

Pierce. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 3, 2013 to August 2, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No: 3-09-70-2428M. Total cost: $35,070.

Southwest. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 3, 2013 to August 2, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No: 3-09-70-2428M. Total cost: $26,740.

Southwest. Agreement with Pacific Services to provide maintenance on the MRV TS700G Radio Link includes on-site support, telephone support and next day spare for Information Technology Department, during the period September 18, 2013 to September 17, 2014, inclusive. Total cost: $2,380.
Valley. Amendment No. 2 to renew agreement with Viatron Systems, Inc. for maintenance of Viatron Imaging Systems in the Student Services Department, increasing the total contract amount from $43,436 to $65,154 from July 1, 2013 to June 30, 2014, inclusive, for the third year of the agreement. Total additional cost: $21,718.

Valley. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 4, 2013 to August 3, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. Total cost: $26,740.

West. Agreement with Canon Solutions America, Inc. to provide maintenance for one copier located in the Bookstore during the period May 1, 2013 to April 30, 2017, inclusive, with a 30 day termination clause. Total cost: $2,000.

West. Agreement with Accuvant to provide Palo Alto Networks technical support and software upgrades for internet security hardware firewalls that are at the perimeter between the College and the Internet. These firewalls protect student, financial and human resources information, building automation and energy systems at the college and can provide a replacement firewall image in the event of hardware failure, through the Office of Information Technology during the period August 3, 2013 to August 2, 2014, inclusive. This agreement is being entered into under the authority of the competitively-bid State of California Department of General Services California Multiple Award Schedule (CMAS) Contract No. 3-09-70-2428M. Total cost: $35,070.

Total Cost: $411,613

L. REVENUE-SHARING AGREEMENT

Harbor. Agreement with Play-Well Teknologies to provide classes to teach children 5 & up to explore fundamentals of engineering and animation with over 100,000 pieces of LEGO during the period of July 1, 2013 to August 31, 2013, inclusive. Total cost: $8,820.

Total Cost: $8,820
M. STUDENT INTERN AGREEMENTS

4500188931  City. No-cost agreement with California State University, Dominguez Hills to provide faculty mentorship for students enrolled in the Nursing Program during the period June 20, 2013 to June 16, 2015, inclusive.

4500189361  City. No-cost agreement with Beverly Hospital to provide educational development services for students who have completed all clinical nursing units during the period August 1, 2013 to July 31, 2014, inclusive.

4500189857  Valley. No-cost agreement with Valley Presbyterian Hospital for clinical training of students enrolled in the Nursing Program during the period August 1, 2013 to July 31, 2018, inclusive.

4500189743  Valley. No-cost agreement with Pegasus Home Healthcare for clinical training of students enrolled in the Nursing Program during the period August 1, 2013 to July 31, 2018, inclusive.

Total Cost: $0

N. WORK STUDY AGREEMENT

4500189753  Valley. Agreement with California State University Northridge (CSUN) for their Federal Work Study students to work in the EOPS Office as Program Assistants and Tutors. The college will reimburse CSUN about 45% of the salary for each student worker during the period August 1, 2013 to May 30, 2014, inclusive. Total cost: $4,500.

Total Cost: $4,500

O. SERVICE AGREEMENTS

4500189172  City. Agreement with Thomson West to provide Paralegal Primary Law and Analytical online legal research database for the Library Department during the period March 1, 2013 to February 28, 2014. Total cost: $5,376.

4500134750  District Office. Amendment No. 4 to renew agreement with NEOGOV (dba GovernmentJobs.com, Inc.) for license and technical support of its Sigma software system for the Office of the Personnel Commission, increasing the total contract amount $55,760 to $69,700, from July 1, 2013 to June 30, 2014, inclusive, for the fifth year of the agreement. Total additional cost: $13,940.
District Office. Amendment No. 1 to extend agreement with TK Consultants, Inc. to provide security assessment training and report for the District Office through the Office of Information Technology, increasing the total contract amount from $14,300 to $17,600, from September 29, 2012 to April 1, 2013. Total additional cost: $3,300.

District Office. Agreement with Headshots by Melissa to hold photo sessions for portrait photographs of the District’s Board members, senior executive officers and college presidents during the period August 1, 2013 to July 31, 2015, inclusive. Total cost: $2,000.

District Office. No-cost agreement with Hewlett-Packard Company to provide network infrastructure training to LACCD networking staff and to assist in the deployment of new HP Network devices in the Data Center for a six-month period beginning approximately August 22, 2013.

District Office. Agreement with Kenexa Technology, Inc. to provide for up to 3000 Kenexa Prove it online assessments, including maintenance and support services, for the Office of Personnel Commission during the period August 26, 2013 to August 25, 2014, inclusive. Total cost: $26,500.

District Office. Agreement with IBM Corporation to provide for SPSS Statistics software, including support, used by District and campus research offices for data management and statistical analysis, during the period April 1, 2012 to August 31, 2014, inclusive for the Office of Educational Programs and Institutional Effectiveness. Total cost: $16,197.

District Office. No-cost agreement with Butte Community College District on behalf of the California Community Colleges Chancellor’s Office to allow the CCCTC (California Community Colleges Technology Center) to operate, maintain, update, and provide user support for the use of the OpenCCCApply System online common admission applications for the Office of Information Technology during the period July 1, 2013 to June 30, 2015, inclusive.

Districtwide. Amendment No. 3 to renew agreement with A Pro-1 Live Scan for mobile live scan fingerprint services for the colleges and the District Office through the auspices of the Human Resources Division, increasing the total contract amount from $65,000 to $85,000 from July 1, 2013 to June 30, 2014, inclusive for the fourth year of the agreement. Total additional cost: $20,000.

District Office. Amendment No. 3 to agreement with the RP Group, the Research and Planning Group for the California Community Colleges (CCC), to provide technical assistance within the CCC’s Success Network of community colleges to prepare reports that track statewide outcomes for various student basic skills cohorts, under
the auspices of the Office of Educational Programs and Institutional Effectiveness, to increase the total contract amount from $120,650 to $137,854 from July 1, 2012 to June 30, 2013, inclusive. Total additional cost: $17,204.

**District Office.** Amendment No. 1 to extend agreement with Daniel L. Loera, Ed. D, to provide mediation and consultation services, and individual and among group dialogue facilitation, in disputes and interactions among faculty members, students, management, and members of the community, including but not limited to shared governance, curriculum, leadership, and behavioral issues, under the auspices of the Office of Diversity Programs, increasing the total contract amount from $30,000 to $36,000 from January 1, 2013 to June 30, 2013, inclusive. Total cost not to exceed: $6,000.

**East.** Amendment No. 1 to renew agreement with SARS Software Products, Inc., to provide Call and Grid software, increasing the total contract amount from $9,200 to $14,200 during the period July 1, 2013 to June 30, 2014, inclusive, for the third year of the agreement. Total additional cost: $5,000.

**East.** Amendment No. 2 to renew agreement with Dr. Michael Gurevitch, M.D. to provide medical director services as required by accreditation standards for the Respiratory Therapy Program, increasing the total contract amount from $24,000 to $36,000 during the period October 1, 2013 to June 30, 2014, inclusive, for the third year of the agreement. Total additional cost: $12,000.

**East.** Amendment No. 1 to renew agreement with Rave Mobile Safety to provide Rave Alert campus emergency notification system, increasing the total contract amount from $17,500 to $35,000 from July 1, 2013 to June 30, 2014, inclusive, for the second year of the agreement. Total additional cost: $17,500.

**East.** Agreement with Broadcast Music, Inc. to provide music copyright license for the college during the period July 1, 2013 to June 30, 2017, inclusive. Total cost: $24,000.
## Board of Trustees

### Los Angeles Community College District

<table>
<thead>
<tr>
<th>Com. No. BSD1</th>
<th>Business Services</th>
<th>Date: September 11, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500189161</td>
<td>East. Agreement with California State University, Dominguez Hills to provide General Industry Outreach Training Program for the training of workers on OSHA rules and regulations during the period July 27, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $14,400.</td>
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<tr>
<td>4500189162</td>
<td>East. Agreement with Pacific Parking Systems to provide service for the automated parking system located in the Stadium Parking Lot during the period August 28, 2013 to August 27, 2014, inclusive. <strong>Total cost:</strong> $6,720.</td>
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<tr>
<td>4500189165</td>
<td>East. Agreement with Corasworks Corporation to provide Workplace Builder program used in the Information Technology Department during the period June 19, 2013 to June 18, 2014, inclusive. <strong>Total cost:</strong> $10,800.</td>
<td></td>
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<tr>
<td>4500189168</td>
<td>East. Agreement with Verba, Inc. to provide software to reduce cost of textbooks and assist with invoice collections while working in conjunction with existing Web Prism software utilized in College Bookstores during the period July 1, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $15,120.</td>
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<tr>
<td>4500189602</td>
<td>East. Agreement with American Transportation System to provide bus transportation services between the South Gate Educational Center and Main Campus during the period August 26, 2013 to December 12, 2013, inclusive. <strong>Total cost:</strong> $56,608.</td>
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<tr>
<td>4500181250</td>
<td>Harbor. Amendment No. 1 to renew agreement with Steve Carrillo dba Document Management Solutions to provide PaperFlow Lite Single Seat license, PaperVision Enterprise Single Seat license, annual maintenance including phone technical support and software updates, increasing the total contract amount from $1,080 to $2,850 during the period August 10, 2013 to August 9, 2016, inclusive, for the third, fourth and fifth years of the agreement. <strong>Total cost:</strong> $1,770.</td>
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<tr>
<td>4500188418</td>
<td>Harbor. Agreement with Engineerica Systems, Inc. to provide an ACCuSQL Platinum Plus annual subscription including software upgrades, priority support, training and the ability to request software changes on the Platinum Web Support Forum, from September 26, 2013 to September 25, 2014, inclusive. <strong>Total cost:</strong> $7,740.</td>
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<tr>
<td>4500189004</td>
<td>Harbor. Agreement with The Ware Group to provide Reading Plus Program Hosting including support and maintenance for the Learning Center during the period August 1, 2013 to July 31, 2016, inclusive. <strong>Total cost:</strong> $5,700.</td>
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<tr>
<td>4500189084</td>
<td>Harbor. Agreement with Augusoft, Inc. to provide Lumens Professional online registration software subscription for the Community Services Department during the period November 19, 2013 to November 18, 2014, inclusive. <strong>Total cost:</strong> $10,000.</td>
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<tr>
<td>Agreement Number</td>
<td>Description</td>
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<tr>
<td>4500189921</td>
<td>Agreement with PV Family &amp; Immediate Medical Care to provide the services of Dr. Christopher Traughber, M.D., as a medical director for the Student Health Center during the period July 1, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $26,004.</td>
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<tr>
<td>4500140324</td>
<td>Amendment No. 3 to extend agreement with G &amp; K Services, Inc. for rental and maintenance of uniforms for the Maintenance and Operations staff, increasing the total contract amount from $33,488 to $36,488 from August 1, 2013 to October 31, 2013, inclusive. <strong>Total additional cost:</strong> $3,000.</td>
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<tr>
<td>4500189893</td>
<td>Agreement with Lee Consulting to provide consulting services and to review and analyze existing college’s structures and processes in response to the Accrediting Commission for Community and Junior Colleges' recommendations during the period July 1, 2013 to August 23, 2013, inclusive. <strong>Total cost:</strong> $24,450.</td>
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<tr>
<td>4500177105</td>
<td>Amendment No. 1 to renew agreement with Notary Public Seminars to conduct “Certified Loan Signing Agent”, “Become a Notary in One Day” and “Child Visitation Monitor” classes for the Community Services Department, increasing the total contract amount from $11,364 to $46,364 from July 1, 2013 to June 30, 2014, inclusive, for the second year of the agreement. <strong>Total cost:</strong> $35,000.</td>
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<tr>
<td>4500177873</td>
<td>Amendment No. 2 to extend agreement with Enterprise Rent-A-Car Company for rental of 12-15 passenger vans for Athletic Department’s Intercollegiate competitions and various departments’ scheduled field trips; rental rates are per State of California Department of Services Agreement No. 5-11-99-01 corporate rates, increasing the total contract amount from $37,000 to $52,000 from July 1, 2013 to December 31, 2013, inclusive. <strong>Total additional cost:</strong> $15,000.</td>
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<tr>
<td>4500189900</td>
<td>Agreement with Praxair Distribution, Inc. for rental of cylinders and to provide oxygen and various types gases for the campus during the period July 1, 2013 to June 30, 2016, inclusive. <strong>Total cost:</strong> $15,000.</td>
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<tr>
<td>4500189901</td>
<td>Agreement with Quality Matters to conduct workshops on Applying the Quality Matters Rubric; Linking Instructional Materials and Learner Engagement, Standard 4/5 for Distance Education Program during the period August 19, 2013 to August 20, 2013, inclusive. <strong>Total cost:</strong> $10,000.</td>
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<tr>
<td>4500189933</td>
<td>Agreement with Evergreen Trails, Inc. for bus transportation services for the Athletics Department intercollegiate competitions during the period September 29, 2013 to December 30, 2013, inclusive. <strong>Total cost:</strong> $13,000.</td>
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<tr>
<td>Agreement Number</td>
<td>Description</td>
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<tr>
<td>4500189397</td>
<td>Pierce &amp; West. Agreement with Sauders Family/Jurkowitz Trust dba Pacifica Suites for a Title V conference to train faculty on &quot;How to Apply the Quality Matters Rubrics to Online Courses&quot; and for a workshop on &quot;Linking Learning Engagement to Online Learning&quot; on August 19 and 20, 2013. Total cost: $6,849.</td>
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<tr>
<td>4500187285</td>
<td>Southwest. Amendment No. 1 to agreement with Mosaic Family Care Medical Group, Inc. to provide comprehensive medical services along with mental health services for Los Angeles City, East Los Angeles, Los Angeles Southwest, Los Angeles Trade-Technical and West Los Angeles Colleges, to increase the annual cost for Los Angeles Southwest College from $108,675 to $142,675 to provide for increased mental health services during the period from July 1, 2013 to June 30, 2014, inclusive. Total additional cost: $34,000.</td>
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<tr>
<td>4500189018</td>
<td>Southwest. Agreement with Tamis Systems to provide Data, Survey and Statistics Work Request System for faculty and staff to submit and track institutional research related requests for the Office of Institutional Effectiveness during the period June 17, 2013 to December 31, 2015, inclusive. Total cost: $10,000.</td>
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<tr>
<td>4500189022</td>
<td>Southwest. Agreement with Tamis Systems to provide Enrollment Statistics Reporting System an online database to include student demographics, enrollment summaries by department/discipline, student performance indicators, number of degrees, certificates and transfers for the Resource Development Department during the period June 17, 2013 to December 31, 2015, inclusive. Total cost: $7,075.</td>
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<tr>
<td>4500189145</td>
<td>Southwest. Agreement with RBF Consulting for Department of Labor H-1B Technical Skills Training Grant to provide work-based training for three unemployed entry level engineers to be placed and retained in an industry job that prepares them for advancement along a technical career pathway for the Office of Economic and Workforce Development during the period May 1, 2013 to June 30, 2015, inclusive. Total cost: $20,400.</td>
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<tr>
<td>4500189382</td>
<td>Southwest. Agreement with Joe Cuseo to provide presentations with theme Creating A Culture of Student Success, keynote address &quot;A Share Responsibility&quot;, breakout workshop &quot;Acknowledging &amp; Responding to Student Diversity&quot; and two spring flex workshops &quot;Universal Principles &amp; Common Language&quot; and &quot;Inclusive &amp; Engaging Pedagogy&quot; during the period January 1, 2013 to June 30, 2013, inclusive. Total cost: $7,000.</td>
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<tr>
<td>4500189414</td>
<td>Southwest. Agreement with Anderson &amp; Howard Electric for Department of Labor H-1B Technical Skills Training Grant to provide work-based training for one unemployed entry level engineer to be placed and retained in an industry job that prepares them for advancement along a technical career pathway for the Office of Economic and Workforce Development during the period June 17, 2013 to December 31, 2015, inclusive. Total cost: $149,000.</td>
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</tbody>
</table>
Economic and Workforce Development during the period May 1, 2013 to June 30, 2015, inclusive. **Total cost:** $6,800.

4500189421 **Southwest.** Agreement with Moog, Inc. for Department of Labor H-1B Technical Skills Training Grant to provide work-based training for two unemployed entry level engineers to be placed and retained in an industry job that prepares them for advancement along a technical career pathway for the Office of Economic and Workforce Development during the period May 1, 2013 to June 30, 2015, inclusive. **Total cost:** $13,600.

4500189543 **Southwest.** No-cost agreement with College Central Network, Inc. to provide Career Services Central Application Service Provider, a web-based career office management system to maintain school pages, bulletin and event board for students, alumni and employers for the Office of Economic and Workforce Development during the period June 1, 2013 to May 31, 2014, inclusive.

4500189996 **Southwest.** Agreement with Blackboard Connect, Inc. to provide a mass notification service for emergency communication during the period July 1, 2013 to June 30, 2014, inclusive. **Total cost:** $18,650.

4500190017 **Southwest.** Agreement with Cl Solutions to provide Cl Track system upgrade on the student lab attendance software for the Information Technology Department during the period September 1, 2013 to August 30, 2014, inclusive. **Total cost:** $2,500.

4500149024 **Trade-Technical.** Amendment No. 3 to renew agreement with Titan Water Technology, Inc. to provide water treatment for campus air conditioning associated systems, increasing the total contract amount from $46,000 to $69,000 from August 1, 2013 to July 31, 2014, inclusive, for the third year of the agreement. **Total additional cost:** $23,000.

4500151793 **Trade-Technical.** Amendment No. 3 to renew agreement with Coast Chem Extermination to provide integrated pest management services for the College, increasing the total contract amount from $20,000 to $28,000 from October 1, 2013 to September 30, 2014, inclusive, for the third year of the agreement. **Total additional cost:** $8,000.

4500165674 **Trade-Technical.** Amendment No. 2 to renew agreement with SARS Software Products, Inc. to provide their Call and Grid software, increasing the total contract amount from $12,000 to $18,000 from July 1, 2013 to June 30, 2014, inclusive, for the third year of the agreement. **Total additional cost:** $6,000.

4500189806 **Trade-Technical.** Agreement with Burst Point Networks to provide VCP Standard, Stream and Encoder software to be used in Academic Affairs during the period May 3, 2013 to May 2, 2016, inclusive. **Total cost:** $15,405.
Valley. Agreement with SARS Software Products, Inc. for SARS (Scheduling and Recording Software)-GRID and SARS-CALL, SARS-TRAK and SARS-ALERT software maintenance and support for the EOPS, Financial Aid and Admissions and Records Offices during the period July 1, 2013 to June 30, 2014, inclusive. **Total cost: $8,290.**

West. Amendment No. 2 to renew agreement with Edmentum to provide the Post Secondary Academic Program for the Library, increasing the total contract amount from $40,000 to $73,700 from July 24, 2013 to June 23, 2014, inclusive, for the third year of the agreement. **Total additional cost: $33,700.**

West. Amendment No. 2 to renew agreement with Education To Go to provide the various classes for the Westside Extension, increasing the total contract amount from $40,000 to $60,000 from July 1, 2013 to June 30, 2014, inclusive, for the third year of the agreement. **Total additional cost: $20,000.**

West. Agreement with Verba, Inc. to provide software to reduce cost of textbooks and assist with invoice collections while working in conjunction with existing Win Prism software utilized in College Bookstores during the period July 1, 2013 to June 30, 2014, inclusive. **Total cost: $8,033.**

West. Agreement with Time Warner Cable to provide cable advertising promoting the College during the period July 29, 2013 to October 10, 2013, inclusive. **Total cost: $10,000.**

West. Agreement with CBS Outdoor to provide billboard advertising promoting the College during the period August 1, 2013 to October 30, 2013, inclusive. **Total cost: $14,250.**

**Total Cost: $694,431**

**P. SPECIAL GRANT FUNDED AGREEMENTS**

District Office and Trade-Technical. Amendment No. 2 to agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA), Organizational Development and Training Department, for that agency, through a grant from the Federal Transit Administration of the United States Department of Transportation, to establish a Metro University at Trade-Technical College for retraining of LACMTA's incumbent workforce, to extend the period from July 1, 2013 to September 30, 2013, inclusive. **No additional expense.**

Districtwide. Amendments to agreement with California Community Colleges, Chancellor's Office for that agency to fund CalWORKS (California Work Opportunities and Responsibility to Kids) Child Care
Program which provides subsidized child care services to enrolled students eligible the CalWORKs program, under the auspices of Educational Programs and Institutional Effectiveness, increasing the total contract amount from $1,863,444 to $3,376,711 from July 1, 2011 to June 30, 2013, inclusive. Total additional expense: $1,513,267.

1. Amendment No. 5 to renew agreement, increasing the total contract amount from $1,863,444 to $2,911,833 from July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $1,048,389.

2. Amendment No. 6 to reduce the total contract amount from $2,911,833 to $2,696,450, transferring (reducing) this amount to Contract No. 4500142570 as approved by the Chancellor's Office for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional cost: $215,383.

3. Amendment No. 7 to reduce the total contract amount from $2,696,450 to $2,676,450, transferring this amount to Contract No. 4500142570, to increase Los Angeles Harbor College program budget as approved by the Chancellor's Office for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional cost: $20,000.

4. Amendment No. 8 to reduce the total contract amount from $2,676,450 to $2,634,791, transferring this amount to Contract No. 4500142570, to increase CalWORKs District Office and Los Angeles Valley College program budget as approved by the Chancellor's Office for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional cost: $41,659.

5. Amendment No. 9 to increase the total contract amount from $2,634,791 to $2,650,991, distributing these funds to Los Angeles Trade Technical College for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $16,200.

6. Amendment No. 10 to renew agreement, increasing the total contract amount from $2,650,991 to $3,734,696 from July 1, 2012 to June 30, 2013, inclusive. Total additional expense: $1,083,705.

7. Amendment No. 11 to increase the total contract amount from $3,734,696 to $3,754,696 for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $20,000.

8. Amendment No. 12 to reduce the total contract amount from $3,754,696 to $3,411,211 for the period of July 1, 2012 to June 30, 2013, inclusive. Total additional cost: $343,485.
9. Amendment No. 13 to reduce the total contract amount from $3,411,211 to $3,376,711 for the period of July 1, 2012 to June 30, 2013, inclusive. These funds were reported as unused by Pierce College and were transferred to Contract No. 4500142570 for additional work-study funding at LA Trade Technical College. Total additional cost: $34,500.

4500142570 Districtwide. Amendments to agreement with California Community Colleges, Chancellor’s Office for that agency to fund the CalWORKs (California Work Opportunities and Responsibility to Kids) Program which provides work study, job placement, case management, coordination, counseling, curriculum, development/redesign and instructional services to eligible students, increasing the total contract amount from $4,919,525 to $10,149,988 from July 1, 2011 to June 30, 2013, inclusive. Total additional expense: $5,230,463.

1. Amendment No. 5 to renew agreement, increasing the total contract amount from $4,919,525 to $7,139,753 from July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $2,220,228.

2. Amendment No. 6 to increase the total contract amount from $7,139,753 to $7,355,136, transferring (adding) this amount from Contract No. 4500142568 as approved by the Chancellor’s Office for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $215,383.

3. Amendment No. 7 to increase the total contract amount from $7,355,136 to $7,394,844, transferring (adding) $20,000 from Contract No. 4500142568 and adding $19,708 in new funds as approved by the Chancellor’s Office for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $39,708.

4. Amendment No. 8 to increase the total contract amount from $7,394,844 to $7,436,502, transferring (adding) this amount from Contract No. 4500142568 as approved by the Chancellor’s Office for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $41,658.

5. Amendment No. 9 to increase the total contract amount from $7,436,502 to $7,465,502, distributing these funds to Los Angeles City College for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $29,000.

6. Amendment No. 10 to renew agreement, increasing the total contract amount from $7,465,502 to $9,784,825 from July 1, 2012 to June 30, 2013, inclusive. Total additional expense: $2,319,323.
7. Amendment No. 11 to increase the total contract amount from $9,784,825 to $10,128,310 for the period of July 1, 2012 to June 30, 2013, inclusive. Total additional expense: $343,485.

8. Amendment No. 12 to reduce the total contract amount from $10,128,310 to $10,108,310 and transfer these funds to Los Angeles Valley College work study programs for the period of July 1, 2012 to June 30, 2013, inclusive. Total additional cost: $20,000.


10. Amendment No. 14 to increase the total contract amount from $10,041,457 to $10,083,135 for the period of July 1, 2012 to June 30, 2013, inclusive. Total additional expense: $41,678.

11. Amendment No. 15 to increase the total contract amount from $10,083,135 to $10,149,988 for the period of July 1, 2012 to June 30, 2013, inclusive. Total additional expense: $66,853.

Districtwide. Amendments to agreement with California Community Colleges, Chancellor's Office for that agency to fund TANF (Temporary Assistance to Needy Families) Program to supplement costs of providing work study, job placement, childcare, coordination, counseling, career assessment, job preparation, and case management to eligible enrolled student CalWORKs program participants, under the auspices of the Educational Support Services Division, increasing the total contract amount from $2,814,945 to $4,834,566 from July 1, 2011 to June 30, 2013, inclusive. Total additional expense: $2,019,621.

1. Amendment No. 2 to renew agreement, increasing the total contract amount from $2,814,945 to $3,802,371 from July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $987,426.

2. Amendment No. 3 to accept an additional $6,200 for the program at Los Angeles Trade Technical College, increasing the total contract amount from $3,802,371 to $3,808,571 for the period of July 1, 2011 to June 30, 2012, inclusive. Total additional expense: $6,200.

3. Amendment No. 4 to renew agreement, increasing the total contract amount from $3,808,571 to $4,834,566 from July 1, 2012 to June 30, 2013, inclusive. Total additional expense: $1,025,995.
4500178086 Districtwide. Amendment No. 2 to agreement with the State California Department of Education for that agency to fund the Child Development Centers District wide - California State Preschool Program (CSPP-2206) to serve a total of 389 college ready student-parents, increasing the total contract amount from $3,114,841 to $3,291,897 from July 1, 2012 to June 30, 2013, inclusive, for the first year of the agreement. Total Additional expense: $177,056.

4500190149 Districtwide. Agreement with the State of California Department of Education for that agency to fund the Child Development Centers District wide - General Child Care and Development Program (CCTR-3100) to serve a total of 127 college student-parents, at the allocations listed below, during the period July 1, 2013 to June 30, 2014, inclusive. Total expense: $1,113,055.

- Los Angeles City College $36,021.00
- East Los Angeles College $91,851.00
- Los Angeles Harbor College $16,468.00
- Los Angeles Mission College $474,002.00
- Los Angeles Pierce College $30,277.00
- Los Angeles Southwest College $75,661.00
- Los Angeles Trade-Tech College $98,055.00
- Los Angeles Valley College $183,054.00
- West Los Angeles College $88,056.00
- Contingency in East LA College $19,610.00

4500190152 Districtwide. Agreement with the State of California Department of Education for that agency to fund the Child Development Centers District wide - California State Preschool Program (CSPP-3198) to serve a total of 389 college student-parents, at the allocations listed below, during the period July 1, 2013 to June 30, 2014, inclusive. Total expense: $3,291,897.

- Los Angeles City College $163,083.00
- East Los Angeles College $633,414.00
- Los Angeles Harbor College $218,908.00
- Los Angeles Mission College $299,318.00
- Los Angeles Pierce College $394,882.00
- Los Angeles Southwest College $558,401.00
- Los Angeles Trade-Tech College $163,450.00
- Los Angeles Valley College $621,755.00
- West Los Angeles College $151,110.00
- Contingency in East LA College $87,576.00

4500189486 Harbor. Agreement with Butte Glenn Community College District for that agency to fund Electronic Transcript Implementation Mini grant for students to submit transcript requests electronically between participating California State Colleges, Universities and Community Colleges during the period July 1, 2012 to June 30, 2013, inclusive. Total expense: $10,000.
4500189527 Harbor. Agreement with the Foundation for Community Colleges/Learning Works for that agency to fund LAHC Cultural Equity Program to lead in creation of the multicultural center and an equity-based professional communications development structure during the period April 30, 2013 to April 30, 2014, inclusive. **Total expense: $40,000.**

4500189528 Harbor. Agreement with Arthur N. Rupe Foundation for that agency to fund Certified Nursing Assistant Program by hiring a part-time Coordinator to assist with recruitment, enrollment, clinical assignments, grant reporting and help students pass CNA examination during the period July 1, 2013 to June 30, 2014, inclusive. **Total expense: $30,000.**

4500189533 Harbor. Agreement with the California Community Colleges Chancellor's Office for that agency to fund Career Technical Education Transition grant to hire three Career Guidance Counselor Assistants to assist College Counselors during the period July 1, 2012 to June 30, 2013, inclusive. **Total expense: $49,389.**

4500189768 Harbor. Agreement with California Community Colleges Chancellor's Office for that agency to fund the Harbor Prep Academy a Middle College High School Project by providing a part-time College Counselor to help students achieve grades A or B in Mathematics from 39% to at least 50%, assist with enrollment and tutoring as needed during the period July 1, 2013 to June 30, 2014, inclusive. **Total expense: $99,000.**

4500189778 Harbor. Agreement with Los Angeles County Department of Health Services for that agency to fund Tutoring/Mentoring Program to offer personalized academic and clinical support for Nursing students during the period July 1, 2013 to June 30, 2014, inclusive. **Total expense: $69,000.**

4500147645 Mission. Amendment No. 5 to renew agreement with California Department of Education for that agency to fund the Family Child Care Homes Network Program, increasing the total contract amount from $1,953,143 to $2,529,064 from July 1, 2013 to June 30, 2014, inclusive, for the fourth year of the agreement. **Total additional expense: $575,922.**

4500167272 Mission. Agreement with U. S. Department of Education for that agency to fund the Hispanic Serving Institutions – Science, Technology, Engineering, and Mathematics (HIS-STEM) Project, improving STEM success and access for Hispanic low-income students, to reduce the third year funding from $869,248 to $865,625 from October 1, 2013 to September 30, 2014, inclusive. **Total reduction of expense: $3,623.**
4500177162 Mission. Amendment No. 4 to agreement with Foundation for California Community Colleges for that agency to fund the Youth Empowerment Strategies for Success program to provide training for 40 Foster Youth participants to prepare them for emancipation and support their education, to increase the total contract amount from $167,550 to $170,550 from July 1, 2013 to December 31, 2013, inclusive. **Total additional expense: $3,000.**

4500176358 Southwest. Amendment No. 1 to renew agreement with Community College Foundation for that agency to fund the Partnering for Safety and Permanence-Model Approach to Partnership in Parenting Training, increasing the total contract amount from $22,500 to $37,500 from August 1, 2013 to January 31, 2014, inclusive for the second year of the agreement. **Total additional expense: $15,000.**

4500189125 Southwest. Agreement with Foundation for California Community Colleges for that agency to fund Youth Development Services Program/Project Youth Empowerment Strategies for Success Grant to provide mentoring, tutoring and life skills training for children in foster care during the period July 1, 2013 to December 31, 2013, inclusive. **Total expense: $63,500.**

4500189442 Southwest. Agreement with Watts Labor Community Action Committee for that agency to fund Work Readiness Workshops to assist students in development of resumes, cover letters, and thank you letters to employers during the period July 1, 2012 to June 30, 2014, inclusive. **Total expense: $17,000.**

4500190005 Southwest. Amendment No. 1 to agreement with California Community Colleges Chancellor's Office for that agency to fund Foster and Kinship Care Education program, to increase the total contract amount from $135,158 to $138,130 from July 1, 2012 to June 30, 2013, inclusive. **Total additional expense: $2,972.**

4500190005 Southwest. Amendment No. 2 to agreement with California Community Colleges Chancellor's Office for that agency to fund Foster and Kinship Care Education program, to increase the total contract amount from $138,130 to $139,762 from July 1, 2012 to June 30, 2013, inclusive. **Total additional expense: $1,632.**

4500190007 Southwest. Agreement with the U. S. Department of Education for that agency to fund Upward Bound Program which serves 70 Fremont High School students during the period September 1, 2013 to August 31, 2014, inclusive. **Total expense: $248,771.**

4500163867 Trade-Technical. Amendment No. 1 to renew agreement with The Community College Foundation for that agency to fund the PS-MAPP Foster and Kinship Program for up to 75 students, increasing the total contract amount from $82,000 to $102,000 from August 1, 2013
to July 31, 2014, inclusive, for the third year of the agreement. Total additional expense: $20,000.

4500165949 Trade-Technical Amendment No. 5 to renew agreement with The Foundation for California Community Colleges for that agency to fund the Independent Living Foster and Kinship Program for up to 25 students, increasing the total contract amount from $129,000 to $172,000 from July 1, 2013 to June 30, 2014, inclusive, for the third year of the agreement. Total additional expense: $43,000.

4500177899 Valley Amendment No. 1 to renew agreement with California Community Colleges Chancellor’s Office for that agency to fund the Career Technical Education Transitions Program, increasing the total contract amount from $49,389 to $93,414 from July 1, 2013 to June 30, 2014, inclusive, for the second year of the agreement. Total additional expense: $44,025.

Total Expense: $14,681,193

Q. SHORT TERM AGREEMENTS PREPARED AT SITE LOCATIONS FOR SERVICES, RENTAL & MAINTENANCE OF EQUIPMENT, AND LICENSE & MAINTENANCE OF SOFTWARE $5,000 OR LESS PER YEAR

4500189110 District Office. Agreement with One Call Now to enable college hiring authorities to send automated notifications via voice, text, or email to individuals in temporary employment pools to determine their availability for assignments in job classifications such as sign language interpreter, custodian, bookstore assistant, and registration assistant during the period of August 5, 2013 to August 4, 2014, inclusive. Total cost: $459.

4500188954 East. Agreement with Virtual Graffiti, Inc. to provide Authenix System used in the Information Technology Department during the period August 15, 2013 to August 14, 2014, inclusive. Total cost: $875.

4500188955 East. Agreement with Samuel Rad to provide financial seminars for the Community Services Department during the period September 21, 2013 to June 30, 2014, inclusive. Total cost: $900.

4500189719 East. Agreement with Golden Star Technology, Inc. to provide maintenance for Fluke Linkrunner located in the Information Technology Department during the period September 6, 2013 to September 5, 2014, inclusive. Total cost: $3,671.

4500189722 East. Agreement with PC & MAC Exchange to provide maintenance for Fluke Optiview located in the Information Technology Department during the period August 30, 2013 to August 29, 2014, inclusive. Total cost: $3,848.
Los Angeles Community College District


4500189727  East. Agreement with Golden Star Technology, Inc. to provide maintenance for Quest VWorkspace system located in the Information Technology Department during the period October 31, 2013 to October 30, 2014, inclusive. Total cost: $2,456.

4500189770  East. Agreement with Canon Solutions America, Inc. to provide maintenance for Canon IR3045 copier located in the EOP&S Office during the period July 1, 2013 to June 30, 2014, inclusive, with a 30 day termination clause. Total cost: $1,600.


4500188463  Mission. Agreement with Prudential Overall Supply to provide mop and shop towel rental and exchange services for the Maintenance and Operations Department during the period July 1, 2013 to June 30, 2014, inclusive. Total cost: $2,400.

4500188963  Mission. Agreement with Image IV Systems, Inc. for maintenance of a Konica Minolta 350B copier for the Career Technology Education/Perkins IV Title IC Office during the period July 1, 2013 to June 30, 2014, inclusive, with a 30 day termination clause. Total cost: $332.

4500189232  Mission. Agreement with So Cal Office Technologies for maintenance of a Xerox 5638 copier in the Counseling Office during the period July 1, 2013 to June 30, 2014, inclusive, with a 30 day termination clause. Total cost: $700.

4500188604  Pierce. Agreement with Humphrey Giacopuzzi Veterinary Group, Inc. to provide various veterinary services for the Agricultural and Natural Resources Department during the period July 1, 2012 to June 30, 2013, inclusive. Total cost: $2,000.
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Provider/Department</th>
<th>Description</th>
<th>Dates</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4500188824</td>
<td>Pierce</td>
<td>Agreement with Canon Solutions America, Inc. to allow for over copy charges for two IR3245 and two ADVC5045 Canon copiers in the Administrative Services, Foundation, Pace, and President’s offices during the period July 1, 2013 to June 30, 2014, inclusive.</td>
<td>July 1, 2013 to June 30, 2014</td>
<td>$800.00</td>
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<tr>
<td>4500188939</td>
<td>Pierce</td>
<td>Agreement with Ronald W. Tuttle to provide piano tuning and repairs for the Music Department during the period July 1, 2013 to June 30, 2014, inclusive.</td>
<td>July 1, 2013 to June 30, 2014</td>
<td>$3,952.00</td>
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<td>4500189154</td>
<td>Pierce</td>
<td>Agreement with Dr. Charles Sophy to conduct a workshop on the topic of special medication issues for children for the Community Services Department on July 30, 2013.</td>
<td>July 30, 2013</td>
<td>$300.00</td>
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<tr>
<td>4500189417</td>
<td>Pierce</td>
<td>Agreement with Nelson Maheia dba NSM Productions to video tape all football games for the Athletic Department during the period August 15, 2013 to December 30, 2013, inclusive.</td>
<td>August 15, 2013 to December 30, 2013</td>
<td>$2,200.00</td>
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<td>4500189658</td>
<td>Pierce</td>
<td>Agreement with United Business Mail to provide bulk mailing services for the college during the period June 24, 2013 to June 23, 2014, inclusive.</td>
<td>June 24, 2013 to June 23, 2014</td>
<td>$600.00</td>
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<tr>
<td>4500189673</td>
<td>Pierce</td>
<td>Agreement with Woodland Hills Country Club for use of its conference room and to provide meals for Distance Education Leadership Retreat on August 16, 2013.</td>
<td>August 16, 2013</td>
<td>$1,200.00</td>
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<tr>
<td>4500189819</td>
<td>Pierce</td>
<td>Agreement with Superior Scientific, Inc. to provide maintenance on various exercise equipment in the Athletic training room during the October 1, 2013 to June 30, 2014, inclusive.</td>
<td>October 1, 2013 to June 30, 2014</td>
<td>$920.00</td>
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<tr>
<td>4500189845</td>
<td>Pierce</td>
<td>Agreement with Steris Corporation for maintenance of 3011 Gravity sterilizer in the Life Science Department during the period September 1, 2013 to August 31, 2014, inclusive.</td>
<td>September 1, 2013 to August 31, 2014</td>
<td>$4,618.00</td>
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<tr>
<td>4500189361</td>
<td>Southwest</td>
<td>Agreement with KJLH 102.3 FM to provide radio campaign advertisement for Fall semester enrollment for Administrative Services during the period July 29, 2013 to August 10, 2013, inclusive.</td>
<td>July 29, 2013 to August 10, 2013</td>
<td>$4,960.00</td>
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<td>4500189075</td>
<td>Southwest</td>
<td>Agreement with Power 106 FM to provide radio campaign advertisement for Fall semester enrollment for Administrative Services during the period July 29, 2013 to August 30, 2013, inclusive.</td>
<td>July 29, 2013 to August 30, 2013</td>
<td>$4,975.00</td>
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<tr>
<td>4500189192</td>
<td><strong>Southwest.</strong> Agreement with LA Opinion to provide radio campaign advertisement for Fall semester enrollment for Administrative Services during the period July 29, 2013 to August 5, 2013, inclusive. Total cost: $1,360.</td>
<td>$1,360</td>
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<tr>
<td>4500189332</td>
<td><strong>Southwest.</strong> Agreement with Los Angeles Sentinel to provide ad in August issue to promote Fall semester enrollment for the Administrative Services during the period July 29, 2013 to August 5, 2013, inclusive. Total cost: $1,351.</td>
<td>$1,351</td>
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<tr>
<td>4500189260</td>
<td><strong>Southwest.</strong> Agreement with Thinklogic, LLC to provide web hosting of Windows 2003, 2005, Apache, MySQL servers for Administrative Services during the period July 1, 2013 to June 30, 2014, inclusive. Total cost: $2,340.</td>
<td>$2,340</td>
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<tr>
<td>4500188601</td>
<td><strong>Trade-Technical.</strong> Agreement with Presto Sports to provide the set up of web-site and software site license for the Athletics Department during the period July 1, 2013 to June 30, 2014, inclusive. Total cost: $4,250.</td>
<td>$4,250</td>
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<tr>
<td>4500188537</td>
<td><strong>Valley.</strong> Agreement with Erik Pulatian dba All Service Catering to provide approximately 429 lunches for the Upward Bound and Upward Bound Math &amp; Science Summer Programs' participants as allowed by the Upward Bound and Upward Bound Math &amp; Science grants during the period July 19, 2013 to August 15, 2013, inclusive. Total cost: $3,000.</td>
<td>$3,000</td>
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<td>4500188641</td>
<td><strong>Valley.</strong> Agreement with Canon Solutions America, Inc. for maintenance of a Canon IRC5185 copier in the President’s Office during the period July 16, 2013 to July 15, 2014, inclusive, with a 30 day termination clause. Total cost: $500.</td>
<td>$500</td>
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<tr>
<td>4500188657</td>
<td><strong>Valley.</strong> Agreement with David Broida to conduct “Harmonica” classes for the Community Services Department during the period July 1, 2013 to June 30, 2014, inclusive. Total cost: $2,760.</td>
<td>$2,760</td>
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<tr>
<td>4500188673</td>
<td><strong>Valley.</strong> Agreement with Southern California Orthopedic Institute Medical Group to provide on-site physician services for five football home games for the Athletics Department during the period September 7, 2013 to November 16, 2013, inclusive. Total cost: $300.</td>
<td>$300</td>
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<tr>
<td>4500188847</td>
<td><strong>Valley.</strong> Agreement with Dov Simens dba Hollywood Film Institute to conduct a 2-day Film School class for the Community Services Department during the period September 1, 2013 to August 30, 2014, inclusive. Total cost: $1,675.</td>
<td>$1,675</td>
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<tr>
<td>4500189077</td>
<td><strong>Valley.</strong> Agreement with Victoria Rothman to conduct “Myers Briggs Type Indicator Interpretation” workshop for the Counseling Department’s Annual Retreat on August 5, 2013. Total cost: $300.</td>
<td>$300</td>
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<td>Agreement ID</td>
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<td>4500189174</td>
<td>Valley, agreement with Canon Solutions America, Inc. for maintenance of a Canon IR1600 copier in the Student Health Center during the period July 21, 2013 to July 20, 2014, inclusive, with a 30 day termination clause. <strong>Total cost:</strong> $499.</td>
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<td>4500189187</td>
<td>Valley, agreement with Canon Solutions America, Inc. for maintenance of a Canon IR2020 copier in the Maintenance and Operations Department during the period July 23, 2013 to July 22, 2014, inclusive, with a 30 day termination clause. <strong>Total cost:</strong> $802.</td>
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<tr>
<td>4500189425</td>
<td>Valley, agreement with Cohen Naglestad Enterprises, LLC to conduct various computer education classes for the Community Services Department during the period July 1, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $4,840.</td>
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<tr>
<td>4500189426</td>
<td>Valley, agreement with William Maze dba San-Mar Dog Obedience School to conduct “Dog Obedience” classes for the Community Services Department during the period September 1, 2013 to August 31, 2014, inclusive. <strong>Total cost:</strong> $1,702.</td>
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<tr>
<td>4500189428</td>
<td>Valley, agreement with Randy Martin to conduct “Holistic Health” workshops for the Community Services Department during the period October 1, 2013 to September 30, 2014, inclusive. <strong>Total cost:</strong> $650.</td>
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<td>4500189534</td>
<td>Valley, agreement with E. G. Brennan &amp; Co., Inc. for maintenance of a Destroy It 4605CC shredder in the Financial Aid Office during the period July 1, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $1,150.</td>
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<td>4500189580</td>
<td>Valley, agreement with Tamis Systems, Inc. for license and maintenance of its Works and Services Order software for the Maintenance and Operations Department during the period July 1, 2013 to December 31, 2013, inclusive. <strong>Total cost:</strong> $1,020.</td>
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<tr>
<td>4500189583</td>
<td>Valley, agreement with AAR Security to provide monitoring and maintenance on four Ademco alarm systems in the Art Gallery, Business Office, Bookstore and TV Building during the period July 1, 2013 to June 30, 2014, inclusive. <strong>Total cost:</strong> $4,320.</td>
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<tr>
<td>4500189633</td>
<td>Valley, agreement with Canon Solutions America, Inc. for maintenance of a Canon IR3235 copier in the CalWORKs Office during the period June 12, 2013 to June 11, 2014, inclusive. <strong>Total cost:</strong> $999.</td>
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<td>4500187562</td>
<td>West, agreement with AT&amp;T Mobility to provide five cell phones for the Academic Affairs Department during the period September 1, 2012 to June 30, 2013, inclusive. <strong>Total cost:</strong> $1,350.</td>
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<tr>
<td>Document Number</td>
<td>West Agreement</td>
<td>Details</td>
<td>Total Cost</td>
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<td>4500188578</td>
<td>Brit-West Soccer</td>
<td>Workshops Westside Extension</td>
<td>July 1, 2013 to August 24, 2013</td>
<td>$2,500</td>
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<td>4500188582</td>
<td>Third Street Dance</td>
<td>Workshops Westside Extension</td>
<td>July 1, 2013 to June 30, 2014</td>
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<td>4500188583</td>
<td>Sameira Mikhael</td>
<td>Workshops Westside Extension</td>
<td>July 1, 2013 to June 30, 2014</td>
<td>$3,000</td>
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<td>4500188672</td>
<td>Elliot Caine</td>
<td>Workshop Afro-American Heritage</td>
<td>May 15, 2013</td>
<td>$500</td>
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<td>4500188581</td>
<td>Cohen Naglestad Enterprises</td>
<td>Computer Workshops Westside Extension</td>
<td>July 1, 2013 to June 30, 2014</td>
<td>$4,500</td>
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<td>4500188584</td>
<td>The Merchant of Tennis</td>
<td>Workshops Westside Extension</td>
<td>July 1, 2013 to June 30, 2014</td>
<td>$3,000</td>
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<td>4500188585</td>
<td>Atelier De Paris</td>
<td>Fabric Painting Workshops Westside Extension</td>
<td>July 1, 2013 to June 30, 2014</td>
<td>$4,300</td>
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<td>4500189089</td>
<td>Paradigm Entertainment</td>
<td>Keynote Speaker Jack Kent Cooke Scholarship Banquet</td>
<td>July 19, 2013</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

Total Cost: $106,905
Subject: BUSINESS SERVICES ROUTINE REPORT

I. AUTHORIZE PLACEMENT OF VISION AND DENTAL HMO PLANS

A. Authorize a contract with MetLife/Safeguard dental group insurance to provide a dental HMO plan to the District employees during the period of January 1, 2014 through December 31, 2014.

Background: The proposed award is the result of a Request for Proposal (RFP) issued by Wells Fargo Insurance Services USA, Inc. on June 27, 2013. The RFP was sent to eight vendors that specialize in dental HMO insurance products with a response deadline of July 10, 2013. Three carriers submitted proposals and six declined to participate. Three carriers were selected as finalists based on their ratings of A to A+, their ability to adhere to the guidelines of the RFP and the plan design requested as well as their competitive rates. As a result of the evaluation by the JLMBC, MetLife/Safeguard dental group insurance HMO plan was selected based on administrative capabilities, range of services offered without additional co-pays for employees and most competitive price. The recommendation by the JLMBC for the above services is the outcome of a thorough evaluation through the RFP process.

The cost for this plan is estimated to be an additional $17,294 (5 percent increase) compared to 2013.

B. Authorize a contract with VSP insurance group to provide a vision plan to District employees during the period January 1, 2014 through December 31, 2014.

Background: A review of the current VSP vision insurance plan was conducted by Wells Fargo Insurance Services USA, Inc. on April 8, 2013. It was determined that VSP offered the District the overall best value, but that the various VSP models should be evaluated and compared for cost and services. It was recommended by the JLMBC on August 13, 2013 that the District remain with the VSP Signature Plan rather than change to the VSP Choice Plan based on the range of services offered under the VSP Signature Plan to employees at a lower co-pay cost.

The cost to this plan is the same as the current cost in 2013.

Recommended and Approved by: Adriana D. Barrera, Interim Chancellor
II. **AUTHORIZE FOOD TRUCK SERVICES**

Authorize contracts with food truck vendors to provide food and beverage services at Los Angeles Valley College to students, staff and visitors during the period of August 26, 2013 to December 31, 2013 with the option to renew for an additional six (6) months on the following days and times:

Monday through Thursday - 7:00 am to 7:00 pm  
Fridays - 7:00 am to 1:00 pm

Vendor: Placeholder

**Background:** The Los Angeles Valley College Cafeteria and food court is currently under construction and the college does not have food or beverage services for students or staff until construction is complete. Food trucks will be located on the west side of the engineering building and west side of campus center in front of the bookstore near north end of the building. A rate comparison was conducted reviewing the practices of other colleges and venues and have determined a fair market value for each of $500 per month.

III. **AUTHORIZE JOINT EDUCATION AGREEMENT**

Authorize agreement with Brite Star Secondary Charter for use of classrooms B5 204 and B5 205 as homeroom and study hall for students cross-enrolled in classes at West Los Angeles College.

**Hours of use and income:**  
August 27, 2012 to June 3, 2013  
7:30 am to 12:30 pm  
Income: $15,990

August 26, 2013 to June 9, 2014  
7:30 am to 10:00 am  
Income: $8,040

Total Income: $24,030

**Background:** Brite Star's College Practice Program is designed to provide select high school students with a positive, supported college experience during their high school years. Students attend West Los Angeles College and enroll in college courses while maintaining a course load at the high school campus. Students in the College Practice Program are offered a wide range of courses including English, Anthropology, Cinema, Biology, Computer Science, Mathematics, and advanced sciences. For 2013-2014 all students will arrive at campus via bus from their home school and go to B5 204 before class. All students will have an 8:00 AM class and will come back to B5 204 after class then take the bus back to their home campus by 10:00
a.m. Bright Star staff will remain in B5 204 while students are in class. In 2012-2013, students who did not have an early class or a late class stayed in B5. Star is not teaching classes at West Los Angeles College. All Bright Star students are enrolled in standard WLAC classes.

IV. AUTHORIZE SERVICE AGREEMENT

Authorize an agreement with PPL, Inc. to provide consulting services to West Los Angeles College in the development of a new Educational Master Plan during the period September 12, 2013 through June 30, 2014, inclusive, at a fee of $110,160 plus a not-to-exceed contingency of $4,000, for a total maximum cost of $114,160.

Background: This agreement is being awarded pursuant to a Request For Proposals (RFP) process. A notice inviting proposals was published for two weeks and posted on the District’s Website. Three responsive proposals were received. A proposal-review panel read and scored the three offers, interviewed all three proposers, and recommended to the College President that award be made to the highest-rated proposer, PPL, Inc. Funding is from the college’s unrestricted general fund.

V. AUTHORIZE DESTRUCTION OF RECORDS – PLACE HOLDER

Authorize the destruction of the following Los Angeles Pierce College Class 3 Disposable Records:

Ten (10) boxes containing approximately 1,400 student health records from the years 2004-2006.

Background: In accordance with Title V of the California Code of Regulations, the Board’s Record Policy (Board rule 7706 et seq.), Health and Safety Code 123145, and Chancellor’s Administrative Regulation E-106, the Pierce College President has determined that the above-referenced Class 3 Disposable Records are no longer needed in paper format since they have been preserved and maintained beyond their required retention period. No records included in the Action conflict with the Board’s Records Policy.

VI. RATIFY GRANT AGREEMENT

Ratify an agreement with the California Community Colleges Chancellor’s Office (CCCCO) for the Los Angeles Community College District to serve as principal facilitator and fiscal agent of a statewide $969,000 ESL/Basic Skills Professional Development Grant in support of curriculum improvement, instructional strategies, student services and integrated program practices that effectively meet the needs of basic skills and ESL students, during the period of July 1, 2013 to June 30, 2014, inclusive and renewable for a total of five years, including the initial year. Total funds received for year 1: $969,000.
Background: The District’s Office of Educational Programs and Institutional Effectiveness is in receipt of a grant from the CCCCO to provide professional development activities for instructors and administrators in keeping with the statewide ESL/Basic Skills Initiative. The District will serve as principle facilitator in directing grant project activities throughout the period of award of the grant during the initial term and subsequent annual renewals. A major focus of the grant will be the implementation of the initial infrastructure for a permanent professional development network or center as well as other activities that build on the efforts initiated through the 2006-07 and 2007-08 ESL-Basic Skill Professional Development grants.

VII. RATIFY MAINTENANCE AND SOFTWARE SERVICES AGREEMENT

Pursuant to Public Contract Code 10298, and under the authority of State of California Department of General Services California Multiple Award Schedule (CMAS) Contract Number 3-01-36-0030A, ratify agreement with Xerox Corporation for equipment maintenance and software services for Xerox-brand equipment at Los Angeles Trade-Technical College during the period July 1, 2013 to June 30, 2016, inclusive, at a total three-year cost of $598,007.

Background: Xerox equipment and software were purchased with Prop A/AA Bond funds in 2010 as a campus-wide managed print services solution. Included is ongoing maintenance of equipment and software upgrades for more than 70 multi-function devices (MFD’s) and networked software services for printing, copying, scanning and faxing. These services are being obtained from Xerox Corporation utilizing the competitively-bid CMAS contract. Public Contract Code 10298 permits state and local agencies to contract with suppliers under agreements awarded by the California Department of General Services, including this CMAS contract, without further competitive bidding. Funding is through the College General Fund.

VIII. RATIFY ACCEPTANCE OF DONATIONS

Ratify the following donations and express appreciation to the donors for their contributions to the District’s educational program.

Los Angeles Valley College

Two 2013 Apple iMac desktop computers, from the Los Angeles Valley College Foundation, valued by the donor at $3,562 to be used in the Family Resource Center.
IX. AUTHORIZE PAYMENTS

Authorize payments of the following expenditures:

A. $413.11 to Catherine Azubuike, Nursing Director at Los Angeles Southwest College, as reimbursement of expense incurred on April 1, 2013.

**Background:** Ms. Azubuike purchased On-line HIPPA video that is required for all nursing students to view prior to starting the clinical the following week April 11, 2013. Funding is through the Perkins IV Title IC fund.

B. $318.16 to Angelica Ramirez at Los Angeles Southwest College, as reimbursement of expense incurred on June 24, 2013.

**Background:** Ms. Ramirez purchased On-line (40) E-Textbooks, *Becoming a Master Student* (13th Ed). The book is required for the Personal Development 20. Funding is through the Upward Bound (Fremont) fund.

C. $2,750 to Christopher David Ruiz Cameron arbitration services for the Human Resources Division during April 2013 and July 2013.

**Background:** Funding is through Human Resources funds.

D. $119 to All Service Catering for food services provided during recruitment software training by the Human Resources Division on March 1, 2013.

**Background:** Funding is through Human Resources funds.
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 SERVICES AGREEMENTS

Authorize an agreement with certain firms to provide environmental services on a Task Order basis to be issued incrementally at the direction of the Program Manager District-wide.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS

A. Authorize Amendment No. 1 to Agreement No. 33681 with Webb Cleff Architecture and Engineering to provide additional design services for the Temporary Facilities – Art & Physical Education Department Swing Space project at Los Angeles City College.

B. Authorize Amendment No. 1 to Agreement No. 33647 with DLR Group, Inc. of California to provide additional programming services for the Cesar Chavez - Administration Building Modernization project at Los Angeles City College.

C. Authorize Amendment No. 3 to Agreement No. 33327 with DLR Group, Inc. of California to provide additional programming services for the Learning Support Center project at Los Angeles City College.

D. Authorize Amendment No. 2 to Agreement No. 50257 with RBF Consulting to provide additional Storm Water Implementation Plan services at Los Angeles City College.

E. Authorize Amendment No. 3 to Agreement No. 31230-1 with Quatro Design Group to provide additional design services for the Family and Consumer Studies Building project at Los Angeles Mission College.

F. Authorize Amendment No. 3 to Agreement No. 50188 with Sirius Environmental to provide additional environmental services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at Los Angeles Mission College.

Recommended and approved by: Adriana D. Barrera, Interim Chancellor

Chancellor and Secretary of the Board of Trustees

By: ___________________________ Date: ___________________________
G. Authorize Amendment No. 3 to Agreement No. 50258 with RBF Consulting to provide continued storm water consulting services on a Task Order basis to be issued incrementally at the direction of the College Project Manager for the Storm Water Implementation project at Pierce College.

H. Authorize Amendment No. 4 to Agreement No. 32475 with Langdon Wilson to provide additional design services for Gym Complex - Phase II project at Los Angeles Valley College.

I. Authorize Amendment No. 5 to Agreement No. 32477 with Cannon Design to provide additional design and engineering services for the Athletic Training Facilities project at Los Angeles Valley College.

J. Authorize Amendment No. 1 to contract 50306 with Gonzalez Goodale Architects to provide continued design services on a Task Order basis to be issued incrementally at the direction of the Program Manager District-wide.

**III. AUTHORIZE CONSTRUCTION CONTRACTS**

A. Authorize a contract with RAMCO General Engineering Contractor to provide general construction services for the Gym Complex - North Gym - Handrails and Accessible Signage project at Los Angeles Valley College.

B. Authorize a contract with Gilman Builders, Inc. to provide general construction services for the Campus Wide Fiber Optic Backbone (Loop) project at West Los Angeles College.

**IV. RATIFY CONSTRUCTION CONTRACT**

Ratify a contract with New Horizons Contracting, Inc. to provide integrated pest management services for the North of Mall (NOM) project at Pierce College.

**V. RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY**

Ratify the following: Change Order No. 7 to Contract No. 33149 with Woodcliff Corporation; Change Order No. 9-PE to Contract No. 33149 with Woodcliff Corporation; Change Order No. 9 to Contract No. 33357 with Summit Builders; Unilateral Change Order No. 1 to Contract No. 33596 with Two Brothers Construction Co.; Change Order No. 1 to Contract No. 33445 with Ian Thomas Group; Change Order No. 4 to Contract No. 33212-1 with Fidelity Deposit Co. of Maryland; Change Order No. 11 to Contract No. 33009 with Suffolk Construction Company, Inc.

**VI. RATIFY CHANGE ORDER FOR CONSTRUCTION CONTRACT LESS THAN $30,000 ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY**

Ratify Change Order No. 5 to Contract No. 33524 with GMZ Engineering, Inc.

**VII. RATIFY SUBSTITUTION OF CONSTRUCTION SUBCONTRACTOR**

Ratify the substitution regarding Contract No. 33714 with Masters Contracting Corporation for the Storm Water Infiltration & Catch Basins Inserts project at West Los Angeles College.
VIII. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS

Authorize Acceptance of Completion of Contract No. 33652 with RAMCO General Engineering Contractor to provide general construction - low voltage services for the Blue Light Phone Installation - Parking Lot D project at Los Angeles Valley College.

IX. AUTHORIZE AMENDMENT OF LEASE AGREEMENT

A. Authorize Amendment No. 4 to Lease Agreement No. 32340 with McGrath Rent Corp, d/b/a Mobile Modular Management to extend the term 12 months to continue the lease of two modular buildings for the College Project Manager offices at Los Angeles Harbor College.

B. Authorize Amendment No. 2 of Lease Agreement No. 32616 with M/Space Holdings to extend the term 12 months to continue the lease of eight 12' x 48' and two 14' x 48' modular units to be used by the College Project Management (CPM) team for the CPM Facilities FF&E project at Pierce College.

X. AUTHORIZE DESIGN-BUILD AGREEMENT

Authorize a Design-Build agreement with Harper Construction Company, Inc. to provide design and construction services for the New Student Services Building and Holmes Hall Renovation project at Los Angeles City College.

XI. AUTHORIZE DESIGN-BUILD HONORARIUM

Authorize payment of an Honorarium to Charles Pankow Builders, Ltd. regarding the New Student Services Building and Holmes Hall Renovation project at Los Angeles City College.

XII. AUTHORIZE AMENDMENT TO DESIGN-BUILD AGREEMENT

A. Authorize Amendment No. 2 to Agreement No. 32975 with Pinner Construction Company for additional Design-Build services for the Student Success and Retention Center project at East Los Angeles College.

B. Authorize Amendment No. 8 to Agreement No. 33064 with Bernards Bros., Inc. for additional Design-Build services for the Student Union, Astronomy, Infrastructure, Landscaping, and Security (SAILS) project at Los Angeles Harbor College.

C. Authorize Amendment No. 5 to Agreement No. 33074 with Pankow Special Projects L.P. for additional Design-Build services for the Theater Drama Speech project at Los Angeles Harbor College.

D. Authorize unilateral Amendment No. 6 to Agreement No. 32882 with Taisei Construction Corporation for additional Design-Build services for the Performing Arts Building Improvements project at Pierce College.

E. Authorize Amendment No. 3 to Agreement No. 32233 with McCarthy Building Companies, Inc. for reduced scope for the Allied Health & Wellness Center project at West Los Angeles College.
XIII. RATIFY AMENDMENT TO DESIGN-BUILD AGREEMENT

Ratify Amendment No. 16 to Agreement No. 33063 with Hensel Phelps Construction Co. for additional Design-Build services for the School of Math & Sciences project at Los Angeles Southwest College.

XIV. AUTHORIZE PURCHASE ORDER

A. Authorize a purchase order with Golden Star Technology, Inc db/a GST to provide wireless network configuration for the Campus Broadband Wireless project at the District Educational Services Center.

B. Authorize a purchase order with SecureNet Solutions, Inc. to provide out of band authentication software for the Identity Management project District-wide.

XV. AUTHORIZE PAYMENT FROM BOND PROCEEDS

A. Authorize payment from Bond proceeds to the Los Angeles Department of Water & Power (LADWP) for the installation of a 6-inch domestic water main and 6-inch fire service with detector check assembly for the Physical Plant (M&O Building) & Tennis Courts project at Los Angeles City College.

B. Authorize payment from Bond proceeds to Deltek Financial Systems (FMS) regarding Agreement No. 32155 for upgrades to the Costpoint accounting system District-wide.

XVI. RATIFY FACILITIES PERMIT AGREEMENT FOR DISTRICT USE

Ratify Facilities Use Agreement with the City of Los Angeles - Department of Recreation and Parks Contract No. 33712 for softball field rental services for the Monarch Parking Structure project at Los Angeles Valley College.

XVII. RATIFY SETTLEMENT OF CLAIM

In accordance with Board Rule 7313, ratify the settlement of Claim No. 2013-V01.
Subject: AUTHORIZE MASTER PROCUREMENT AGREEMENTS

I. AUTHORIZE MASTER SERVICE AGREEMENTS

A. Student Information Systems Software Training

Authorize a Master Service Agreement for the entire catalog, with each of the following vendors to provide student information systems software training on a Task Order basis for use District-wide for a period of five years, from start date of September 12, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated.

- QuickStart Intelligence, Inc.
- Maverick Solutions, LLC.

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<thead>
<tr>
<th>Item No</th>
<th>Bid Item Description</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Tools 1 &amp; 2 Accelerated - Vendor Site</td>
<td>$7,560.00</td>
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<td>Tools 1 &amp; 2 Accelerated - LACCD Site</td>
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<td>10</td>
<td>Integration Tools New Features for 8.52 - Vendor Site</td>
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Recommended and approved by: Adriana D. Barrera, Interim Chancellor

Chancellor and Secretary of the Board of Trustees

By: ___________________________ Date: ________________
## Board of Trustees
Los Angeles Community College District

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<td>Installation &amp; Server Admin Rel 8.50 - LACCD Site</td>
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**Contract Maximum:** $1,000,000.00

### AGREEMENT WITH: Maverick Solutions, LLC.

<table>
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<tr>
<td>1</td>
<td>Tools 1 &amp; 2 Accelerated - Vendor Site</td>
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<td>Tools 1 &amp; 2 Accelerated - LACCD Site</td>
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<td>Applications Portal 9.1 - Vendor Site</td>
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<td>Integration Tools New Features for 8.52 - Vendor Site</td>
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<td>12</td>
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<td>13</td>
<td>Installation &amp; Server Admin Rel 8.50 - Vendor Site</td>
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<td>14</td>
<td>Installation &amp; Server Admin Rel 8.50 - LACCD Site</td>
<td>$3,383.00</td>
</tr>
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</table>

**Contract Maximum:** $1,000,000.00
Background

As part of the District-wide technology upgrades it is necessary to train users on specialized software. These service agreements will provide this training for LACCD employees. LACCD staff is not able to deliver the training because training materials are the intellectual property of the manufacturer and they are made available only to certified training partners.

Catalogue Agreements are the result of formal competitive bidding and are priced at the responsive bids received using the price for benchmark items, freight costs, discount from the bidders' catalogue and warranty coverage. Participants in the bidding process are advised in advance of this selection process and they must agree to abide by it in order to participate. Catalogue Agreements may be awarded to more than one bidder.

There were four (4) bidders and the awardees are:

- QuickStart Intelligence, Inc.
- Maverick Solutions, LLC

These proposed catalog agreements are supported by the District Technology Council (College IT Managers) and District’s Information Technology Department.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for LACCD Educational Services Center (DO HQ) and is available for use District-wide. District-wide Technology Training and Services, 40J.J05.01. (Bid# 150). All Phases.

B. ERGONOMIC EQUIPMENT

Authorize a Master Procurement Agreement for the entire catalog, with Golden Star Technology d/b/a GST and Unisource Solutions, Inc. for ergonomic equipment for use District-wide and for other public entities, for a period of three (3) years, from start date of September 12, 2013 or as soon thereafter as possible in consideration of the guaranteed individual unit pricing as stated.

<table>
<thead>
<tr>
<th>AGREEMENT WITH: Golden Star Technology d/b/a GST</th>
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<tr>
<td>Item No</td>
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Contract Minimum: $500

Contract Maximum: $1,000,000
AGREEMENT WITH: Unisource Solutions, Inc.

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<th>Item No</th>
<th>Bid Item Description</th>
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<td>Document Holder</td>
<td>$48.29</td>
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Contract Minimum: $500  
Contract Maximum: $1,000,000

Background

These proposed Agreements are identified for award at the amount of $500.00 for two (2) vendors because it is a Catalogue Agreement. Catalogue Agreements are the result of formal competitive bidding and are priced at the responsive bids received using the price for benchmark items, freight costs, discount from the bidders' catalogue and warranty coverage. Participants in the bidding process are advised in advance of this selection process and they must agree to abide by it in order to participate. Catalogue Agreements may be awarded to more than one bidder.

There were four (4) bidders and the awardees are:

- Golden Star Technology d/b/a GST
- Unisource Solutions, Inc.

The minimum agreement value is determined by the minimum requirement for the sponsoring colleges. The amount awarded is for $500.00 for ten (10) items.
Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. This procurement is initially for Los Angeles Harbor College and Pierce College and is available for use District-wide. District-wide Ergonomic Tools 40J.5J55.05. (Bid# 148) All Phases.

II. AUTHORIZE AMENDMENT TO MASTER PROCUREMENT AGREEMENT

Authorize Amendment to Master Procurement Agreement with W.W. Grainger, Inc.

Authorize Amendment No. 2 to Master Procurement Agreement No. 40159 with W.W. Grainger, Inc. to continue the provision of tools for the Bond Program from September 16, 2013 to September 15, 2015 at no additional cost.

Background

This Master Procurement Agreement was authorized by the Board of Trustees on September 15, 2010 (Com. No. FPD2) for three years with W.W. Grainger, Inc. Pursuant to Education Code section 81644, a contract for services, apparatus or equipment may be for a period not to exceed five years. This proposed amendment authorizes the extension of Agreement No. 40159 from September 16, 2013 to September 15, 2015.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds or through General Funds as applicable. Tools 40J.5J55.05. All Phases.
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF LEASE-LEASEBACK PROJECT DELIVERY FOR THE CESAR CHAVEZ ADMINISTRATION BUILDING MODERNIZATION PROJECT AT LOS ANGELES CITY COLLEGE

Action

Adopt a Resolution (Attachment 1) authorizing the Los Angeles Community College District to utilize the Lease/Leaseback method of project procurement, according to the steps defined therein and as authorized under California law, including, without limitation, Education Code section 81335 for the Cesar Chavez Administration Building Modernization project at Los Angeles City College.

Background

The District is authorized under Education Code section 81335 to utilize the Lease-Leaseback project delivery method for construction projects. The statute provides for the following to occur: (1) the portion of the letting of real property where the project will be developed is leased by the District ("Lessor") to the Contractor ("Lessee") for a minimum of $1 per year; (2) under a second lease, the Contractor constructs, or provides for the construction of, the project during the term of the lease; and (3) title to the real property always remains with the District and title to the improvements vests in the District at the expiration of the leases.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Cesar Chavez Administration Building Modernization 31C.5106.03. All Phases.
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF LEASE-LEASEBACK PROJECT DELIVERY FOR THE CESAR CHAVEZ ADMINISTRATION BUILDING MODERNIZATION PROJECT AT LOS ANGELES CITY 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 the Measure J Bond ballot to provide for the work of public improvement herein described as the Cesar Chavez Administration Building Modernization project at Los Angeles City College (“Project”); and

WHEREAS, the Board of Trustees of the District has determined pursuant to Education Code section 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 have been approved by the Division of the State Architect; and

WHEREAS, the District proposes to enter into a Lease/Leaseback procurement that would involve the leasing by the District of a portion of the land upon which the Project will be constructed (this land being located on the Los Angeles City College campus, 855 North Vermont Avenue, Los Angeles, CA 90029) by an experienced construction firm for the following purpose: renovate an existing three-story concrete building with a basement to replace the academic programs with community-based programs which would take advantage of the proximity of the building to the periphery of the campus. The building area is 85,538 Gross Square Feet. This Project will be constructed pursuant to the following documents attached to this Resolution: Site Lease Agreement and exhibit referenced therein (“Exhibit A”); and Facilities Lease Agreement with exhibits and attachments referenced therein (“Exhibit B”); and

WHEREAS, after careful and thorough consideration the Board of Trustees has determined that it is in the best interests of the District, and for the common benefit of the citizens residing within the District’s jurisdiction, and to best serve the needs of the student population through efficient and timely construction of college facilities, to have the Project performed using the Lease Leaseback method authorized under Education Code section 81335; 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 and improvements thereon for the use of the District during the term of such lease, (3) title to such building and improvements 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, by Resolution No. FPD3 issued contemporaneously herewith, grants authority to the Executive Director of Facilities Planning and Development 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 if the Executive Director determines it is in the best interests of the District to do so:

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 September 11, 2013 by the following vote:

AYES:   
NOES:   
ABSENT:   

STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES  ) ss

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, September 11, 2013.

____________________
Clerk/Secretary of the Board of Trustees
FACILITIES LEASE

[Insert Project Name]

by and between the

LOS ANGELES COMMUNITY COLLEGE DISTRICT
as Lessee

and

[Insert Name of Contractor]
as Lessor

[INSERT MONTH AND DAY AND YEAR]

[INSERT MONTH AND DAY], 2013

EXHIBIT A

FACILITIES LEASE
This Facilities Lease, dated as of [month/day/year] ("Effective Date"), is entered into by and between the Los Angeles Community College District located at 770 Wilshire Boulevard, Los Angeles, California, 90017 which is duly organized and validly existing under the laws of the State of California, as lessee ("District"), and [insert name of Contractor], a [insert name of state of incorporation] corporation duly organized and existing under the laws of the State of [insert name of state], as lessor ("Corporation") ("Facilities Lease").

RECITALS

WHEREAS, the District desires to provide for the [insert brief description of project] to a portion of a college site located at [insert address of campus] as more particularly highlighted and described in Attachment "1" to the Site Lease, which is entered into simultaneously herewith (the "Project") ("Leased Premises");

WHEREAS, on the date hereof, the District has conveyed the Leased Premises to the Corporation via a Site Lease to accommodate construction of the Project, and the aforesaid lease is memorialized in a Site Lease dated as of the date hereof by and between the District and the Corporation;

WHEREAS, the District is authorized under Section 81335 of the Education Code of the State of California to lease the Leased Premises to the Corporation and to have the Corporation construct the improvements and Project on the Leased Premises and to lease back to the District the Leased Premises and the improvements made thereto, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Corporation, as lessor, is authorized to lease the improvements, made to the Leased Premises, as part of the Project, to the District as lessee, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Governing Board of the District, acting by and through its duly elected Trustees, has determined that it is in the best interests of the District and for the common benefit of the citizens residing within the jurisdiction of the District to construct the Project by leasing the Leased Premises to the Corporation and by immediately entering into this Facilities Lease under which the District will leaseback the improvements made to the Leased Premises from the Corporation and make Lease Payments on the dates and in the amounts set forth and/or as referenced in the payment schedule attached hereto and incorporated herein by this reference as Exhibit "A" hereto (the "Lease Payment Schedule");

WHEREAS, the District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Facilities Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease;
NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained, and for other valuable consideration acknowledged by both parties, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS AND ATTACHMENTS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

"Construction Services Agreement" means the terms and conditions for construction services for the Project as set forth in the contract between the District and the Corporation entitled "Construction Services Agreement" dated [insert month/day/year] and all Attachments thereto, all of which are incorporated herein by this reference as Exhibit "B".

OR

"Pre-Construction and Construction Services Agreement" means the terms and conditions for pre-construction services and for construction services for the Project as set forth in the Contract between the District and the Corporation entitled Pre-Construction and "Construction Services Agreement" dated [insert month/day/year].

"Corporation" means [insert name of company], a [insert state of incorporation] corporation organized and existing under the General Corporation Law of the State of [insert state of incorporation], its successors and assigns.

"Corporation Representative" means the Chief Executive Officer of the Corporation, or any person authorized to act on behalf of the Corporation under or with respect to this Facilities Lease as evidenced by a resolution conferring such authorization adopted by the Board of Directors of the Corporation or as so designated by the President of the Corporation, or a person identified herein by the Corporation.

"District" means the Los Angeles Community College District, duly organized and existing under the laws of the State of California, acting by and through its Board of Trustees sometimes hereinafter referred to as "The Board" and/or "Board".

"District Representative" means the Executive Director, Facilities Planning and Development, or any other person authorized by the Board to act on behalf of the District under or with respect to this Facilities Lease.
“Event of Default” means one or more events of default as defined in Section 9.1 of this Facilities Lease.

“Facilities Lease” means this lease agreement together with all exhibits referenced herein and any duly authorized and executed amendments hereto.

“District Lease Payment” means any payment required to be made by the District pursuant to Section 4.5 of this Facilities Lease and as set forth in Exhibit “A” hereto.

“Lease Payment Schedule” shall mean the payment schedule attached hereto as Exhibit “A” hereto.

“Permitted Encumbrances” means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Section 5.1 hereof, permit to remain unpaid; (ii) the Site Lease; (iii) this Facilities Lease; (iv) 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 Facilities Lease and which will not materially impair the use of the Leased Premises; and (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which the Corporation and the District consent in writing which will not impair or impede the operation of the Leased Premises.

“Project” means the improvements, work, services for the Project as more particularly described in the Construction Services Agreement dated [insert month/day/year] and all Attachments thereto, all of which are attached hereto as Exhibit “B” and incorporated herein by reference.

“Leased Premises” means that certain portion of a parcel of real property and improvements thereon (if any) more particularly described in Attachment “1” to the Site Lease for the Project, both of which are incorporated herein by reference.

“Site Lease” means the Site Lease dated as of [insert month/day/year] by and between the District and the Corporation together with Attachment 1 thereto and any duly authorized and executed amendments thereto under which the District leases the Leased Premises to the Corporation.

“Term of this Facilities Lease” or “Term” means the time during which this Facilities Lease is in effect, as provided for in Section 4.2 of this Facilities Lease.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

Exhibit “A” - SCHEDULE OF LEASE PAYMENTS

FACILITIES LEASE 4
Exhibit “B” - CONSTRUCTION SERVICES AGREEMENT and all Attachments thereto

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the District.
The District represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is community college district charged by law with providing educational services to persons residing within its jurisdiction and is duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

(c) No Violations. Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Leased Premises, except Permitted Encumbrances.

Section 2.2. Representations, Covenants and Warranties of the Corporation.
The Corporation represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The Corporation is a [insert state of incorporation] corporation duly organized and existing under the General Corporation Law of the State of [insert state of incorporation] and is, and shall continue to be, during the entire term of this Facilities Lease, duly authorized and licensed to conduct the type of business required by the Facilities Lease and its exhibits and attachments in California pursuant to the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements. The Corporation is licensed and in good standing as a general contractor holding a valid A or B License issued by the California State Contractor’s License Board.

(b) No Encumbrances. The Corporation will not pledge the Lease Payments or other amounts derived from the Leased Premises and from its other rights under this Facilities Lease.
Lease, and will not mortgage or encumber the Leased Premises, except as provided under the terms of this Facilities Lease.

(c) **No Violations.** Neither the execution and delivery of this Facilities Lease or the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Premises, except Permitted Encumbrances.

(d) **No Assignments.** Except as provided herein, the Corporation will not assign this Facilities Lease, its right to receive Lease Payments and prepayments from the District, or its duties and obligations hereunder to any other person, firm or Corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) **Authorization.** The Corporation has the full power and authority to enter into, to execute, and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

**ARTICLE III**

**[PRE-CONSTRUCTION,] CONSTRUCTION and POST CONSTRUCTION**

Section 3.1. The Corporation agrees to cause the Project to constructed and installed in accordance with [Preconstruction and optional if so desired] Construction Services Agreement [insert month/date/year] and all of its exhibits and attachments thereto. The Corporation agrees that it will cause the construction and installation of the Project to be diligently performed pursuant to a written construction schedule to be agreed upon by the Corporation and the District before the start of construction. Said schedule shall not extend beyond the term of this Facilities Lease. The District and the Corporation may approve changes in the plans and specifications for the Project as provided in the Construction Services Agreement and the General Conditions for the Project attached as Exhibit “A” to the Construction Services Agreement. The Corporation will cooperate at all times with the District in bringing about the timely completion of the Project. The definition and description of the Project contained herein may be amended by the District.

**ARTICLE IV**

**AGREEMENT TO LEASE; TERMINATION OF LEASE; LEASE PAYMENTS; TITLE TO THE LEASED PREMISES**

Section 4.1. **Lease of Property; No Merger:** The Corporation hereby leases the improvements and whatever interest it holds in the Leased Premises under the Site Lease to the District, and the District hereby leases said improvements and whatever interest the
Corporation holds in the Leased Premises under the Site Lease from the Corporation upon the terms and conditions set forth in this Facilities Lease. The leasing by the Corporation to the District of the improvements and other interests shall not effect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease, and the Corporation shall continue to have and hold a leasehold estate in said Leased Premises pursuant to the Site Lease throughout the term thereof and the term of this Facilities Lease. As to the Site Lease, this Facilities Lease shall be deemed and constitute a sublease.

Section 4.2. Term of Facilities Lease. The Term of this Facilities Lease shall commence as of the Effective Date and shall terminate on the completion of the Project and payment of the last Lease Payment, as provided in the Lease Payment Schedule.

Section 4.3. Termination of Term. The Term of this Facilities Lease shall not exceed _______ (__) months [insert here the duration of the construction schedule] and shall terminate upon the earliest of any of the following events:

(a) an Event of Default and the Corporation's election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

(b) the arrival of last day of the Term of this Facilities Lease and payment of all Lease Payments hereunder, or occupancy of a substantially complete Project by District, whichever comes first.

Section 4.4. Possession. The District may take possession of the Project hereunder before and/or when completed.

Section 4.5. Lease Payments.

(a) Obligation to Pay. Subject to the provisions of Sections III, VI and X hereof, the District agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Project and the Leased Premises, the Lease Payments in the amounts specified in the Lease Payment Schedule (Exhibit "A"). Pursuant to the Lease Payment Schedule, Lease Payments shall be made for the Leased Premises and portions of the Project as construction of the Project is completed. All Lease Payments will be subject to the Final Guaranteed Maximum Price ("GMP") set forth in Exhibit "A" hereto.

(b) Lease Payments to Constitute Current Expense of the District. The District and the Corporation understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes 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 limitation or requirement 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. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Leased Premises during the fiscal year of the District for which such funds were budgeted.
and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. The District has not pledged the full faith and credit of the District, the State of California or any agency or District thereof to the payment of the Lease Payments or any other payments due hereunder.

(c) Appropriation. The District has appropriated the GMP from local funds to be received during the District’s [insert year(s)] fiscal year, and has such funds in an account with such funds to be utilized solely for Lease/Progress Payments for the Project.

Section 4.6. Quiet Enjoyment. Excepting any interference resulting from the Corporation's performance pursuant to the Construction Services Agreement during the term of this Facilities Lease, the Corporation shall provide the District with quiet use and enjoyment of the Leased Premises, and the District shall during such Term peaceably and quietly have and hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Facilities Lease. The Corporation will, at the request of the District join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Leased Premises as provided in Section 7.2 hereof.

Section 4.7. Title. During the Term of this Facilities Lease, the District shall hold title to the Leased Premises and obtain title to the Project and improvements constructed from the Corporation, and any and all additions which comprise futures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Corporation. During the term of this Facilities Lease, the Corporation shall have a leasehold interest in the Leased Premises pursuant to the Site Lease. If the District prepays the Lease Payments in full pursuant to Section X hereof or makes an advance deposit pursuant to Section 10.1 hereof, or pays all Lease Payments, all remaining right, title and interest of the Corporation, if any, in and to the Project and the Leased Premises, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer.

Section 4.8. Abatement of Rental in the Event of Substantial Interference With Use and Occupancy of the Project and the Leased Premises. The amount of Lease Payments for the Project and the Leased Premises shall be abated during any period of delay in the completing of the Project beyond the final completion date specified in the Construction Services Agreement that deprives the District of the use and intended occupancy of the Project expected under the Construction Services Agreement. The amount of such abatement shall be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portion of the Project and the Leased Premises, if any, with respect to which there is no such substantial interference. Such abatement shall continue for the period commencing with such substantial interference and ending with the termination of such interference. Nothing set forth herein shall limit the District's remedies for a breach of the Facilities Lease and/or its exhibits and/or attachments by Corporation.
Section 4.9. **Fair Rental Value.** The Lease Payments and any prepayment thereof coming due and payable constitute the total rental for the Project and shall be paid by the District as set forth in Exhibit “A” hereto for and in consideration of the right to use and occupy, and the continued quiet use and enjoyment of, the Project during each month. District and Corporation have agreed and determined that the total Lease Payments and any prepayment thereof do not exceed the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public.

**ARTICLE V**

**MAINTENANCE; TAXES; AND OTHER MATTERS**

Section 5.1. **Maintenance, Utilities, Taxes and Assessments.** Except as provided for in Exhibit “B”, the repair and maintenance of the Leased Premises shall be the responsibility of the District.

**ARTICLE VI**

**EMINENT DOMAIN**

Section 6.1. **Eminent Domain.**

(a) **Eminent Domain Takings.** If all of the Project and the Leased Premises shall be taken permanently under the power of eminent domain, the term of this Facilities Lease shall cease as of the day possession shall be so taken. If less than all of the Project and the Leased Premises shall be taken permanently, or if all of the Project and the Leased Premises or any part thereof shall be taken temporarily, under the power of eminent domain:

1. this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and

2. there shall be a partial abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

(b) **From Eminent Domain Award.** The net proceeds of any eminent domain or condemnation shall be payable to the District.
ARTICLE VII

ACCESS

Section 7.1. The Corporation shall have the right at all reasonable times to enter upon the Leased Premises to install and construct the Project pursuant to the provisions of the Construction Services Agreement (Exhibit "B") and all exhibits and attachments thereto. The District shall have the right at all reasonable times to enter upon the Leased Premises for whatever purpose District chooses.

ARTICLE VIII

ASSIGNMENT, SUBLEASING; AMENDMENT

Section 8.1. Assignment and Subleasing by the District. This Facilities Lease may be assigned by the District. Any assignment and/or sublease shall be subject to all of the following conditions:

(a) This Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District; and

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation a true and complete copy of such assignment and/or sublease; and

(c) No such assignment and/or sublease by the District shall cause the Project or the Leased Premises to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

Section 8.2. Amendment of this Facilities Lease. Unless permitted by the Construction Services Agreement, or without the written consent of the Corporation, the District will not alter, modify or cancel, or agree or consent to alter, modify or cancel this Facilities Lease.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "events of Default" under this Facilities Lease and the terms "Event of Default" and "default" shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
(b) Failure by the District or the Corporation to observe and perform any covenant, condition or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the defaulting party; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the non-defaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the District or Corporation of a voluntary petition in bankruptcy, or failure by the District or Corporation promptly to lift any execution, garnishment or attachment, or adjudication of the District or Corporation as bankrupt, or assignment by the District or Corporation for the benefit of creditors, or the entry by the District or Corporation into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District or Corporation in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

(d) A written declaration by the District that the Corporation is in material breach/default of the Construction Services Agreement.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 hereof shall have occurred and be continuing, it shall be lawful for the non-defaulting party to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the parties is expressly made a condition hereof and upon the breach thereof, the non-defaulting party may exercise any and all rights of entry and re-entry upon the Project and the Leased Premises, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Section IX it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

Section 9.4. Attorneys' Fees and Expenses. If either party brings an action or proceeding involving the Property or to interpret, enforce, and/or for a breach of, the terms of
this Site Lease or to declare rights hereunder, each party shall bear its own attorneys fees, 
expert/consulting fees, and costs.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any 
agreement contained in this Facilities Lease should be breached by either party and thereafter 
waived by the other party, such waiver shall be limited to the particular breach so waived and 
shall not be deemed to waive any other breach hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this 
Facilities Lease, the District may, so long as the District is not in default hereunder, on any date 
secure the payment of Lease Payments by a deposit with the Corporation of cash in an amount 
which is sufficient to pay all unpaid Lease Payments, including the principal and interest 
components thereof, in accordance with the Lease Payment Schedule set forth in Exhibit “A” 
hereto. In the event of a deposit pursuant to this Section, all obligations of the District under this 
Facilities Lease, and all security provided by this Facilities Lease for said obligations, shall cease 
and terminate, excepting only the obligation of the District to make, or cause to be made, Lease 
Payments from the deposit made by the District pursuant to this Section. Any title interest held 
by Corporation, if any, to the Project and/or the Leased Premises, shall revert to the District on 
the date of said deposit automatically and without further action by the District or the 
Corporation.

Section 10.2. Optional Prepayment. The District may prepay the Lease 
Payments, in whole or in part, at any time. The District shall give the Corporation written notice 
of its intention to exercise its option and the date and amount of such prepayment not less than 
fifteen (15) days in advance of the date of exercise.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications 
hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) 
hours after deposit in the United States mail in registered or certified form with postage fully 
prepaid:

If to the Corporation: [insert name of company] 
Attention: [insert name of person] [insert address]

WITH A COPY TO:
[insert name of person]
The Corporation and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**Section 11.2. Binding Effect.** This Facilities Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

**Section 11.3. Severability.** In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.4. Net-Net-Net Lease.** This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or setoffs whatsoever, save and except for any costs, expenses and/or damages the District may claim as a result of Corporation's breach of the Facilities Lease, Site Lease, and/or the Construction Services Agreement.

**Section 11.5. Further Assurances and Corrective Instruments.** The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Facilities Lease.

**Section 11.6. Execution in Counterparts.** This Facilities Lease may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.
Section 11.7. Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California. The venue for any dispute hereunder shall be Los Angeles County, California.

Section 11.8. Corporation and District Board. Whenever under the provisions of this Facilities Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by the Corporation Representative and for the District by the Board of Trustees and/or the Executive Director of Facilities Planning and Development, and any party hereto shall be authorized to rely upon any such approval or request.

Section 11.9. Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Facilities Lease, nor the construction or interpretation of any part thereof.

Section 11.10. Prior Agreements. This Facilities Lease and the corresponding Site Lease, together with all exhibits, attachments, and amendments hereto and thereto collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Facilities Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have caused this Facilities Lease to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Dated: [insert month and day/year]

By: James D. O'Reilly
Executive Director, Facilities Planning and Development
Its: Authorized Representative

[insert name of Corporation]

By: [name of person]
Its: President

By: [name of person]
Its: Secretary

FACILITIES LEASE 14
Exhibit "A"

SCHEDULE OF LEASE PAYMENTS

District shall make regular monthly Lease Payments for the Facilities Lease as set forth in, and to be determined by the method established in: (1) Exhibit “A” to the Construction Services Agreement.
CONSTRUCTION SERVICES AGREEMENT

[TO BE ATTACHED]
SITE LEASE

[Insert Project Name]

by and between the

LOS ANGELES COMMUNITY COLLEGE DISTRICT
as Lessor

and

[Insert Name of Contractor]
as Lessee

[INSERT MONTH AND DAY AND YEAR]

EXHIBIT B
This Site Lease dated as of [month/day/year] ("Effective Date"), is made and entered into by and between the Los Angeles Community College District located at 770 Wilshire Boulevard, Los Angeles, California, 90017 which is duly organized and validly existing under the laws of the State of California, as lessor ("District"), and [insert name of Contractor], a [insert name of state of incorporation] corporation duly organized and existing under the laws of the State of [name of state], as lessee ("Corporation") ("Site Lease").

RECITALS

WHEREAS, the District currently owns a parcel of land located at [insert project address] and situated as part of the campus at [insert name of college], as more particularly described in Attachment "A" attached hereto and incorporated herein by this reference. Corporation shall lease a portion of said real property to Corporation as highlighted and designated on Attachment "A" ("Leased Premises"), which are adequate to accommodate the [describe nature of project] and related improvements to the Leased Premises;

WHEREAS, the District desires have the project at the Leased Premises constructed on the Leased Premises as more particularly described in the Facilities Lease (defined below) and incorporated herein by this reference (the "Project");

WHEREAS, the Board of Trustees for the District, acting by and through its Board of Trustees has determined that it is in the best interests of the District, and for the common benefit of the citizens residing within the District's jurisdiction, to have the Project performed by leasing the Leased Premises to the Corporation and by immediately entering into the Facilities Lease (defined below) under which the District will sublease the Leased Premises and improvements made thereon from the Corporation;

WHEREAS, the District is, authorized under Section 81335 of the Education Code of the State of California to lease the Leased Premises to the Corporation and to have the Corporation perform the Project on the Leased Premises and to lease to the District the Leased Premises and the improvements made thereon, and has duly authorized the execution and delivery of this Site Lease;

WHEREAS, the Corporation is authorized to lease the Leased Premises as lessee and to perform the Project on the Leased Premises, and has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, the sum of One Dollar ($1.00) per month and other
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Unless the context clearly otherwise requires, all words and phrases defined in Section 1.1 of the Facilities Lease dated as of [insert month/day/year] by and between the District and the Corporation (the "Facilities Lease") shall have the same meaning in this Site Lease.

ARTICLE II

DEMISING CLAUSES

Section 2.1. Lease of the Leased Premises. The District hereby leases to the Corporation, and the Corporation hereby leases from the District the Leased Premises, subject only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities Lease is executed by the District and Corporation within five (5) business days of execution of this Site Lease.

Section 2.2. Rental. In consideration for the lease of the Leased Premises by the District to the Corporation and for other good and valuable consideration, the Corporation shall pay One Dollar ($1.00) per month to the District.

Section 2.3. No Merger. The leasing of the Leased Premises and the improvements made thereon by the Corporation to the District pursuant to the Facilities Lease shall not effect or result in a merger of the estates of the District in the Leased Premises, and the Corporation shall continue to have a leasehold estate in the Leased Premises pursuant to this Site Lease throughout the term hereof.

ARTICLE III

QUIET ENJOYMENT

Section 3.1. The parties intend that the Leased Premises will be leased back to the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District may have under the Facilities Lease to possession and enjoyment of the Leased Premises, the District hereby covenants and agrees that it will not take any action to prevent the Corporation from having quiet and peaceable possession and enjoyment of the Leased Premises during the term hereof.
ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.1. Waste. The Corporation agrees that at all times that it is in possession of the Leased Premises, it will not commit, suffer or permit any waste on the Leased Premises, and that it will not willfully or knowingly use or permit the use of the Leased Premises for any illegal purpose or act.

Section 4.2. Further Assurances and Corrective Instruments. The District and the Corporation agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the accompanying Facilities Lease.

Section 4.3. Right of Entry and Use By District During Lease Term. The District reserves the right for any of its duly authorized representatives, and/or third parties authorized by the District, to enter upon the Leased Premises at any reasonable time to inspect, use, and/or perform work of any and all kind thereon. Also, Corporation acknowledges that not all of the Leased Premises are needed for Corporation’s quiet use, enjoyment and intended purposes. Accordingly, for the valuable consideration of One Dollar ($1), Corporation grants to the District, during the term of the Lease, an irrevocable license for the District to use portions of the Leased Premises as determined by the District, provided such use does not directly interfere with active construction taking place pursuant to the Facilities Lease.

Section 4.4. Representations of the District. The District represents, covenants, and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is a community college district charged by law with providing educational services to certain persons residing within the District’s jurisdiction and has been duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Leased Premises, except Permitted Encumbrances.
Section 4.5. Representations of the Corporation. The Corporation represents, covenants, and warrants to the District as follows:

(a) Due Organization and Existence. The Corporation is a [insert name of state of incorporation] California corporation duly organized and existing under the General Corporation Law of the State of [name of state] and is authorized to conduct business in the State of California pursuant to California law, has the power to enter into this Site Lease and the Facilities Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements; and is a licensed contractor holding an A or B license issued by the California State License Board.

(b) Authorization. The Corporation has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Premises, except Permitted Encumbrances.

ARTICLE V

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 5.1. Assignment and Subleasing. This Site Lease may be assigned and the Leased Premises subleased, as a whole or in part, by the Corporation only upon the prior written consent of the District to such sublease, or at the written direction of the District if the District has declared in writing a material breach/default by Corporation of the Facilities Lease and any attachments and/or exhibits thereto. In the case of the latter, no written agreement of the Corporation shall be required to effectuate such assignment by the District.

Section 5.2. Restrictions on District. The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Leased Premises or any portion thereof during the term of this Site Lease except as otherwise permitted herein.

Section 5.3. Liens. Corporation agrees to keep the Leased Premises and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, stop notices, labor withholds, and other liens or encumbrances of any and all kind, and/or arising out of, or in connection with, work or labor done, services performed, or
materials, supplies, equipment, apparatus, or appliances used or furnished for or in connection with the Leased Premises or the Project. Corporation further agrees to pay promptly and fully and discharge any and all claims on which any such lien and/or encumbrance may or could be based, and to save and hold District and all of its elected officials, employees, insurers, sureties, consultants and attorneys free and harmless from any and all such liens and/or encumbrances, including without limitation, claims, causes of action, proceedings, suits, and all other proceedings pertaining thereto. The provisions of this Section shall only apply for such portions of the Work for which District has satisfied payment to the Corporation.

ARTICLE VI

IMPROVEMENTS

Section 6.1. Title to all improvements made on the Leased Premises during the term hereof shall vest subject to the terms of the Facilities Lease.

ARTICLE VII

TERM AND TERMINATION

Section 7.1. Term. The term of this Lease shall not exceed [insert length of project duration plus a period of additional time to be determined on a project by project basis] and shall commence as of [insert month/day/year] and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Corporation, or its assignee, all Lease Payments and other payments which may be expressly due under the Facilities Lease, and provided this Site Lease has not terminated pursuant to Sections 4.3(a) or 4.3(c) of the Facilities Lease. The Site Lease expiration date shall not be extended by any claimed payments and/or damages sought by Corporation under the Facilities Lease.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to the Corporation: [insert name of company]
Attention: [insert name of person]
[insert address]
WITH A COPY TO:
[insert name of company]
Attention: [insert name of person]
[insert address]

If to District:
Los Angeles Community College District
770 Wilshire Boulevard,
Los Angeles, California, 90017

Attention:
Executive Director, Facilities Planning and Development

WITH A COPY TO:
Office of General Counsel
770 Wilshire Boulevard,
Los Angeles, California, 90017

Attention:
Camille Goulet
General Counsel

The Corporation and the District, by notice given hereunder, may designate different addresses
to which subsequent notices, certificates or other communications will be sent.

Section 8.2. Binding Effect. This Site Lease shall inure to the benefit of and
shall be binding upon the Corporation and the District, and their respective successors and
assigns.

Section 8.3. Severability. In the event any provision of this Site Lease shall be
held invalid or unenforceable by any court of competent jurisdiction, such holding shall not
invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes and Modifications. This Site Lease shall
only be amended, changed, modified, or altered with the written agreement of both parties
hereto, and approved by the District's Board of Trustees.

Section 8.5. Execution in Counterparts. This Site Lease may be executed in
several counterparts, each of which shall be original and all of which shall constitute but one and
the same instrument.

Section 8.6. Applicable Law. This Site Lease shall be governed by and
construed in accordance with the laws of the State of California. The venue for any dispute
hereunder shall be Los Angeles County, California.
Section 8.7. Corporation and District Representatives. Whenever under the provisions of this Site Lease the approval of the Corporation or the District, is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by the Corporation Representative and for the District, by the District's Executive Director, Facilities Planning and Development, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.9. Captions. 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 8.10 Prior Agreements. This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

Section 8.11 Attorney's Fees. If either party brings an action or proceeding involving the Property or to interpret, enforce, and/or for a breach of, the terms of this Site Lease or to declare rights hereunder, each party shall bear its own attorneys fees, expert/consulting fees, and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Site Lease to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Dated: [insert month and day/year]  

By: James D. O'Reilly  
Executive Director, Facilities Planning and Development  
Its: Authorized Representative

[insert name of Corporation]

By: [name of person]  
Its: President

By: [name of person]  
Its: Secretary
Attachment "A"

DESCRIPTION OF LEASED PREMISES

DISTRICT SHALL INSERT BELOW A SITE MAP HIGHLIGHTED WITH THOSE PORTIONS OF THE SITE THAT CONSTITUTE THE "LEASED PREMISES"
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF LEASE-LEASEBACK PROJECT DELIVERY FOR THE DA VINCI HALL MODERNIZATION PROJECT AND THE SOUTH GYM MODERNIZATION PROJECT AT LOS ANGELES CITY COLLEGE

Action

Authorize a Resolution (Attachment 1) authorizing the Los Angeles Community College District to utilize the Lease/Leaseback method of project procurement, according to the steps defined therein and as authorized under California law, including, without limitation, Education Code section 81335 for the Da Vinci Hall Modernization project and the South Gym Modernization project at Los Angeles City College.

Background

The District is authorized under Education Code section 81335 to utilize the Lease-Leaseback project delivery method for construction projects. The statute provides for the following to occur: (1) the portion of the letting of real property where the project will be developed is leased by the District (“Lessor”) to the Contractor (“Lessee”) for a minimum of $1 per year; (2) under a second lease, the Contractor constructs, or provides for the construction of, the project during the term of the lease; and (3) title to the real property always remains with the District and title to the improvements vests in the District at the expiration of the leases.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Da Vinci Hall Modernization 31C.5108.03, B1C.5108.03; South Gym Modernization 31C.5148.03, B1C.5148.03. All Phases.

Recommended and approved by:

Adriana D. Barrera, Deputy Chancellor
SUBJECT: ADOPT RESOLUTION AUTHORIZING IMPLEMENTATION OF LEASE-LEASEBACK PROJECT DELIVERY FOR THE DA VINCI HALL MODERNIZATION PROJECT AND THE SOUTH GYM MODERNIZATION PROJECT AT LOS ANGELES CITY 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 the Measure J Bond ballot to provide for the work of public improvement herein described as the Da Vinci Hall Modernization project and the South Gym Modernization project at Los Angeles City College ("Project"); and

WHEREAS, the Board of Trustees of the District has determined pursuant to Education Code section 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 have been approved by the Division of the State Architect; and

WHEREAS, the District proposes to enter into a Lease/Leaseback procurement that would involve the leasing by the District of a portion of the land upon which the Project will be constructed (this land being located on the Los Angeles City College campus, 855 North Vermont Avenue, Los Angeles, CA 90029) by an experienced construction firm for the following purpose: (a) Modernization of an existing three-story concrete frame building known as Da Vinci Hall. The building will be vacated and modernized to accommodate various functions, including the Art & Architecture Department, an Art Gallery, the Journalism Department, the Photography Department, general assignment classrooms, administrative offices and support functions. The building area will be 65,920 Gross Square Feet; and (b) Renovation of an existing 32,880 Gross Square Feet concrete structure building originally built in 1959 and known as the South Gymnasium to include a new roof, HVAC, windows, power, data, plumbing and electrical work for dance, fitness and general assignment classrooms. The building area will remain 32,880 GSF. This Project will be constructed pursuant to the following documents attached to this Resolution: Site Lease Agreement – Exhibit A; and Facilities Lease Agreement – Exhibit B; and

WHEREAS, after careful and thorough consideration the Board of Trustees has determined that it is in the best interests of the District, and for the common benefit of the citizens residing within the District's jurisdiction, and to best serve the needs of the student population through efficient and timely construction of college facilities, to have the Project performed using the Lease Leaseback method authorized under Education Code section 81335; 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 buildings and improvements thereon for the use of the District during the term of such lease, (3) title to such buildings and improvements 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, by Resolution No. FPD4 issued contemporaneously herewith, grants authority to the Executive Director Facilities Planning and Development to file a validation action authorized by Government Code section 53511 and Code of Civil Procedure § 660 to determine the validity of the aforementioned Lease/Leaseback project procurement if the Executive Director determines it is in the best interests to do so;

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 September 11, 2013 by the following vote:

AYES: 
NOES: 
ABSENT: 

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss

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, September 11, 2013.

________________________
Clerk/Secretary of the Board of Trustees
FACILITIES LEASE

[Insert Project Name]

by and between the

LOS ANGELES COMMUNITY COLLEGE DISTRICT
as Lessee

and

[Insert Name of Contractor]
as Lessor

[INSERT MONTH AND DAY AND YEAR]

[INSERT MONTH AND DAY], 2013

EXHIBIT A
FACILITIES LEASE
This Facilities Lease, dated as of [month/day/year] ("Effective Date"), is entered into by and between the Los Angeles Community College District located at 770 Wilshire Boulevard, Los Angeles, California, 90017 which is duly organized and validly existing under the laws of the State of California, as lessee ("District"), and [insert name of Contractor], a [insert name of state of incorporation] corporation duly organized and existing under the laws of the State of [insert name of state], as lessor ("Corporation") ("Facilities Lease").

RECITALS

WHEREAS, the District desires to provide for the [insert brief description of project] to a portion of a college site located at [insert address of campus] as more particularly highlighted and described in Attachment "1" to the Site Lease, which is entered into simultaneously herewith (the "Project") ("Leased Premises");

WHEREAS, on the date hereof, the District has conveyed the Leased Premises to the Corporation via a Site Lease to accommodate construction of the Project, and the aforesaid lease is memorialized in a Site Lease dated as of the date hereof by and between the District and the Corporation;

WHEREAS, the District is authorized under Section 81335 of the Education Code of the State of California to lease the Leased Premises to the Corporation and to have the Corporation construct the improvements and Project on the Leased Premises and to lease back to the District the Leased Premises and the improvements made thereto, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Corporation, as lessor, is authorized to lease the improvements, made to the Leased Premises, as part of the Project, to the District as lessee, and has duly authorized the execution and delivery of this Facilities Lease;

WHEREAS, the Governing Board of the District, acting by and through its duly elected Trustees, has determined that it is in the best interests of the District and for the common benefit of the citizens residing within the jurisdiction of the District to construct the Project by leasing the Leased Premises to the Corporation and by immediately entering into this Facilities Lease under which the District will leaseback the improvements made to the Leased Premises from the Corporation and make Lease Payments on the dates and in the amounts set forth and/or as referenced in the payment schedule attached hereto and incorporated herein by this reference as Exhibit "A" hereto (the "Lease Payment Schedule").

WHEREAS, the District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Facilities Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Facilities Lease;
NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained, and for other valuable consideration acknowledged by both parties, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS AND ATTACHMENTS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

"Construction Services Agreement" means the terms and conditions for construction services for the Project as set forth in the contract between the District and the Corporation entitled "Construction Services Agreement" dated [insert month/day/year] and all Attachments thereto, all of which are incorporated herein by this reference as Exhibit "B".

OR

"Pre-Construction and Construction Services Agreement" means the terms and conditions for construction services for the Project as set forth in the Contract between the District and the Corporation entitled Pre-Construction and "Construction Services Agreement" dated [insert month/day/year].

"Corporation" means [insert name of company], a [insert state of incorporation] corporation organized and existing under the General Corporation Law of the State of [insert state of incorporation], its successors and assigns.

"Corporation Representative" means the Chief Executive Officer of the Corporation, or any person authorized to act on behalf of the Corporation under or with respect to this Facilities Lease as evidenced by a resolution conferring such authorization adopted by the Board of Directors of the Corporation or as so designated by the President of the Corporation, or a person identified herein by the Corporation.

"District" means the Los Angeles Community College District, duly organized and existing under the laws of the State of California, acting by and through its Board of Trustees sometimes hereinafter referred to as "The Board" and/or "Board".

"District Representative" means the Executive Director, Facilities Planning and Development, or any other person authorized by the Board to act on behalf of the District under or with respect to this Facilities Lease.
"Event of Default" means one or more events of default as defined in Section 9.1 of this Facilities Lease.

"Facilities Lease" means this lease agreement together with all exhibits referenced herein and any duly authorized and executed amendments hereto.

"District Lease Payment" means any payment required to be made by the District pursuant to Section 4.5 of this Facilities Lease and as set forth in Exhibit "A" hereto.

"Lease Payment Schedule" shall mean the payment schedule attached hereto as Exhibit "A" hereto.

"Permitted Encumbrances" means, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to provisions of Section 5.1 hereof, permit to remain unpaid; (ii) the Site Lease; (iii) this Facilities Lease; (iv) 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 Facilities Lease and which will not materially impair the use of the Leased Premises; and (v) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which the Corporation and the District consent in writing which will not impair or impede the operation of the Leased Premises.

"Project" means the improvements, work, services for the Project as more particularly described in the Construction Services Agreement dated [insert month/day/year] and all Attachments thereto, all of which are attached hereto as Exhibit "B" and incorporated herein by reference.

"Leased Premises" means that certain portion of a parcel of real property and improvements thereon (if any) more particularly described in Attachment "I" to the Site Lease for the Project, both of which are incorporated herein by reference.

"Site Lease" means the Site Lease dated as of [insert month/day/year] by and between the District and the Corporation together with Attachment 1 thereto and any duly authorized and executed amendments thereto under which the District leases the Leased Premises to the Corporation.

"Term of this Facilities Lease" or "Term" means the time during which this Facilities Lease is in effect, as provided for in Section 4.2 of this Facilities Lease.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

Exhibit "A" - SCHEDULE OF LEASE PAYMENTS
CONSTRUCTION SERVICES AGREEMENT and all Attachments thereto

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is community college district charged by law with providing educational services to persons residing within its jurisdiction and is duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

(c) No Violations. Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Leased Premises, except Permitted Encumbrances.

Section 2.2. Representations, Covenants and Warranties of the Corporation. The Corporation represents, covenants and warrants to the District as follows:

(a) Due Organization and Existence. The Corporation is a [insert state of incorporation] corporation duly organized and existing under the General Corporation Law of the State of [insert state of incorporation] and is, and shall continue to be, during the entire term of this Facilities Lease, duly authorized and licensed to conduct the type of business required by the Facilities Lease and its exhibits and attachments in California pursuant to the laws of the State of California, has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; and has duly authorized the execution and delivery of all of the aforesaid agreements. The Corporation is licensed and in good standing as a general contractor holding a valid A or B License issued by the California State Contractor’s License Board.

(b) No Encumbrances. The Corporation will not pledge the Lease Payments or other amounts derived from the Leased Premises and from its other rights under this Facilities Lease.
Lease, and will not mortgage or encumber the Leased Premises, except as provided under the
terms of this Facilities Lease.

(c) **No Violations.** Neither the execution and delivery of this Facilities Lease
or the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or
thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with
or results in a breach of the terms, conditions or provisions of any restriction or any agreement or
instrument to which the Corporation is now a party or by which the Corporation is bound, or
constitutes a default under any of the foregoing, or results in the creation or imposition of any
lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or
upon the Leased Premises, except Permitted Encumbrances.

(d) **No Assignments.** Except as provided herein, the Corporation will not
assign this Facilities Lease, its right to receive Lease Payments and prepayments from the
District, or its duties and obligations hereunder to any other person, firm or Corporation so as to
impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) **Authorization.** The Corporation has the full power and authority to enter
into, to execute, and to deliver this Facilities Lease, and to perform all of its duties and
obligations hereunder, and has duly authorized the execution of this Facilities Lease.

ARTICLE III

[PRE-CONSTRUCTION,] CONSTRUCTION and POST CONSTRUCTION

Section 3.1. The Corporation agrees to cause the Project to constructed and
installed in accordance with [Preconstruction and optional if so desired] Construction Services
Agreement [inset month/date/year] and all of its exhibits and attachments thereto. The
Corporation agrees that it will cause the construction and installation of the Project to be
diligently performed pursuant to a written construction schedule to be agreed upon by the
Corporation and the District before the start of construction. Said schedule shall not extend
beyond the term of this Facilities Lease. The District and the Corporation may approve changes
in the plans and specifications for the Project as provided in the Construction Services
Agreement and the General Conditions for the Project attached as Exhibit “A” to the
Construction Services Agreement. The Corporation will cooperate at all times with the District
in bringing about the timely completion of the Project. The definition and description of the
Project contained herein may be amended by the District.

ARTICLE IV

AGREEMENT TO LEASE; TERMINATION OF
LEASE; LEASE PAYMENTS; TITLE TO THE LEASED PREMISES

Section 4.1. **Lease of Property; No Merger.** The Corporation hereby leases
the improvements and whatever interest it holds in the Leased Premises under the Site Lease to
the District, and the District hereby leases said improvements and whatever interest the
Section 4.2. Term of Facilities Lease. The Term of this Facilities Lease shall commence as of the Effective Date and shall terminate on the completion of the Project and payment of the last Lease Payment, as provided in the Lease Payment Schedule.

Section 4.3. Termination of Term. The Term of this Facilities Lease shall not exceed _______ (__) months [insert here the duration of the construction schedule] and shall terminate upon the earliest of any of the following events:

(a) an Event of Default and the Corporation's election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

(b) the arrival of last day of the Term of this Facilities Lease and payment of all Lease Payments hereunder, or occupancy of a substantially complete Project by District, whichever comes first.

Section 4.4. Possession. The District may take possession of the Project hereunder before and/or when completed.

Section 4.5. Lease Payments.

(a) Obligation to Pay. Subject to the provisions of Sections III, VI and X hereof, the District agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Project and the Leased Premises, the Lease Payments in the amounts specified in the Lease Payment Schedule (Exhibit "A"). Pursuant to the Lease Payment Schedule, Lease Payments shall be made for the Leased Premises and portions of the Project as construction of the Project is completed. All Lease Payments will be subject to the Final Guaranteed Maximum Price ("GMP") set forth in Exhibit "A" hereto.

(b) Lease Payments to Constitute Current Expense of the District. The District and the Corporation understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes 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 limitation or requirement 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. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated, or otherwise legally available, for the purpose of paying Lease Payments or other payments due hereunder as consideration for use of the Leased Premises during the fiscal year of the District for which such funds were budgeted.
and appropriated or otherwise made legally available for such purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments which may become due hereunder. The District has not pledged the full faith and credit of the District, the State of California or any agency or District thereof to the payment of the Lease Payments or any other payments due hereunder.

(c) Appropriation. The District has appropriated the GMP from local funds to be received during the District’s [insert year(s)] fiscal year, and has such funds in an account with such funds to be utilized solely for Lease/Progress Payments for the Project.

Section 4.6. Quiet Enjoyment.Excepting any interference resulting from the Corporation's performance pursuant to the Construction Services Agreement during the term of this Facilities Lease, the Corporation shall provide the District with quiet use and enjoyment of the Leased Premises, and the District shall during such Term peaceably and quietly have and hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Facilities Lease. The Corporation will, at the request of the District join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Leased Premises as provided in Section 7.2 hereof.

Section 4.7. Title. During the Term of this Facilities Lease, the District shall hold title to the Leased Premises and obtain title to the Project and improvements constructed from the Corporation, and any and all additions which comprise futures, repairs, replacements or modifications thereof, as construction progresses and lease payments are made to Corporation. During the term of this Facilities Lease, the Corporation shall have a leasehold interest in the Leased Premises pursuant to the Site Lease. If the District prepays the Lease Payments in full pursuant to Section X hereof or makes an advance deposit pursuant to Section 10.1 hereof, or pays all Lease Payments, all remaining right, title and interest of the Corporation, if any, in and to the Project and the Leased Premises, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer.

Section 4.8. Abatement of Rental in the Event of Substantial Interference With Use and Occupancy of the Project and the Leased Premises. The amount of Lease Payments for the Project and the Leased Premises shall be abated during any period of delay in the completing of the Project beyond the final completion date specified in the Construction Services Agreement that deprives the District of the use and intended occupancy of the Project expected under the Construction Services Agreement. The amount of such abatement shall be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portion of the Project and the Leased Premises, if any, with respect to which there is no such substantial interference. Such abatement shall continue for the period commencing with such substantial interference and ending with the termination of such interference. Nothing set forth herein shall limit the District’s remedies for a breach of the Facilities Lease and/or its exhibits and/or attachments by Corporation.
Section 4.9. Fair Rental Value. The Lease Payments and any prepayment thereof coming due and payable constitute the total rental for the Project and shall be paid by the District as set forth in Exhibit “A” hereto for and in consideration of the right to use and occupy, and the continued quiet use and enjoyment of, the Project during each month. District and Corporation have agreed and determined that the total Lease Payments and any prepayment thereof do not exceed the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to the District and the general public.

ARTICLE V
MAINTENANCE; TAXES; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Except as provided for in Exhibit “B”, the repair and maintenance of the Leased Premises shall be the responsibility of the District.

ARTICLE VI
EMINENT DOMAIN

Section 6.1. Eminent Domain.

(a) Eminent Domain Takings. If all of the Project and the Leased Premises shall be taken permanently under the power of eminent domain, the term of this Facilities Lease shall cease as of the day possession shall be so taken. If less than all of the Project and the Leased Premises shall be taken permanently, or if all of the Project and the Leased Premises or any part thereof shall be taken temporarily, under the power of eminent domain:

(1) this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and

(2) there shall be a partial abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

(b) From Eminent Domain Award. The net proceeds of any eminent domain or condemnation shall be payable to the District.
ARTICLE VII

ACCESS

Section 7.1. The Corporation shall have the right at all reasonable times to enter upon the Leased Premises to install and construct the Project pursuant to the provisions of the Construction Services Agreement (Exhibit “B”) and all exhibits and attachments thereto. The District shall have the right at all reasonable times to enter upon the Leased Premises for whatever purpose District chooses.

ARTICLE VIII

ASSIGNMENT, SUBLEASING; AMENDMENT

Section 8.1. Assignment and Subleasing by the District. This Facilities Lease may be assigned by the District. Any assignment and/or sublease shall be subject to all of the following conditions:

(a) This Facilities Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District; and

(b) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation a true and complete copy of such assignment and/or sublease; and

(c) No such assignment and/or sublease by the District shall cause the Project or the Leased Premises to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

Section 8.2. Amendment of this Facilities Lease. Unless permitted by the Construction Services Agreement, or without the written consent of the Corporation, the District will not alter, modify or cancel, or agree or consent to alter, modify or cancel this Facilities Lease.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be “events of Default” under this Facilities Lease and the terms “Event of Default” and “default” shall mean, whenever they are used in this Facilities Lease, any one or more of the following events:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.
(b) Failure by the District or the Corporation to observe and perform any covenant, condition or agreement in this Facilities Lease on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the defaulting party; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the non defaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected.

(c) The filing by the District or Corporation of a voluntary petition in bankruptcy, or failure by the District or Corporation promptly to lift any execution, garnishment or attachment, or adjudication of the District or Corporation as bankrupt, or assignment by the District or Corporation for the benefit of creditors, or the entry by the District or Corporation into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District or Corporation in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

(d) A written declaration by the District that the Corporation is in material breach/default of the Construction Services Agreement.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 hereof shall have occurred and be continuing, it shall be lawful for the non defaulting party to exercise any and all remedies available pursuant to law or granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the parties is expressly made a condition hereof and upon the breach thereof, the non-defaulting party may exercise any and all rights of entry and re-entry upon the Project and the Leased Premises, and also, at its option, with or without such entry, may terminate this Facilities Lease; provided, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Section IX it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

Section 9.4. Attorneys' Fees and Expenses. If either party brings an action or proceeding involving the Property or to interpret, enforce, and/or for a breach of, the terms of
this Site Lease or to declare rights hereunder, each party shall bear its own attorneys fees, expert/consulting fees, and costs.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Facilities Lease, the District may, so long as the District is not in default hereunder, on any date secure the payment of Lease Payments by a deposit with the Corporation of cash in an amount which is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment Schedule set forth in Exhibit “A” hereto. In the event of a deposit pursuant to this Section, all obligations of the District under this Facilities Lease, and all security provided by this Facilities Lease for said obligations, shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, Lease Payments from the deposit made by the District pursuant to this Section. Any title interest held by Corporation, if any, to the Project and/or the Leased Premises, shall revert to the District on the date of said deposit automatically and without further action by the District or the Corporation.

Section 10.2. Optional Prepayment. The District may prepay the Lease Payments, in whole or in part, at any time. The District shall give the Corporation written notice of its intention to exercise its option and the date and amount of such prepayment not less than fifteen (15) days in advance of the date of exercise.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to the Corporation: [insert name of company]
Attention: [insert name of person]
[insert address]

WITH A COPY TO:
[insert name of person]

FACILITIES LEASE
The Corporation and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Binding Effect. This Facilities Lease shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 11.3. Severability. In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.4. Net-Net-Net Lease. This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or setoffs whatsoever, save and except for any costs, expenses and/or damages the District may claim as a result of Corporation's breach of the Facilities Lease, Site Lease, and/or the Construction Services Agreement.

Section 11.5. Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Facilities Lease.

Section 11.6. Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.
Section 11.7. **Applicable Law.** This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California. The venue for any dispute hereunder shall be Los Angeles County, California.

Section 11.8. **Corporation and District Board.** Whenever under the provisions of this Facilities Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by the Corporation Representative and for the District by the Board of Trustees and/or the Executive Director of Facilities Planning and Development, and any party hereto shall be authorized to rely upon any such approval or request.

Section 11.9. **Captions.** The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Facilities Lease, nor the construction or interpretation of any part thereof.

Section 11.10 **Prior Agreements.** This Facilities Lease and the corresponding Site Lease, together with all exhibits, attachments, and amendments hereto and thereto collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Facilities Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

IN WITNESS WHEREOF, the parties hereto have caused this Facilities Lease to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

Dated: [insert month and day/year]

By: James D. O'Reilly
Executive Director, Facilities Planning and Development
Its: Authorized Representative

[insert name of Corporation]

By: [name of person]
Its: President

By: [name of person]
Its: Secretary

FACILITIES LEASE
Exhibit “A”

SCHEDULE OF LEASE PAYMENTS

District shall make regular monthly Lease Payments for the Facilities Lease as set forth in, and to be determined by the method established in: (1) Exhibit “A” to the Construction Services Agreement.
CONSTRUCTION SERVICES AGREEMENT

[TOT BE ATTACHED]
SITE LEASE

[Insert Project Name]

by and between the

LOS ANGELES COMMUNITY COLLEGE DISTRICT
as Lessor

and

[Insert Name of Contractor]
as Lessee

[INSERT MONTH AND DAY AND YEAR]

EXHIBIT B
This Site Lease dated as of [month/day/year] ("Effective Date"), is made and entered into by and between the Los Angeles Community College District located at 770 Wilshire Boulevard, Los Angeles, California, 90017 which is duly organized and validly existing under the laws of the State of California, as lessor ("District"), and [insert name of Contractor], a [insert name of state of incorporation] corporation duly organized and existing under the laws of the State of [name of state], as lessee ("Corporation") ("Site Lease").

RECEITALS

WHEREAS, the District currently owns a parcel of land located at [insert project address] and situated as part of the campus at [insert name of college], as more particularly described in Attachment "A" attached hereto and incorporated herein by this reference. Corporation shall lease a portion of said real property to Corporation as highlighted and designated on Attachment "A" ("Leased Premises"), which are adequate to accommodate the [describe nature of project and related improvements to the Leased Premises;]

WHEREAS, the District desires have the project at the Leased Premises constructed on the Leased Premises as more particularly described in the Facilities Lease (defined below) and incorporated herein by this reference (the "Project");

WHEREAS, the Board of Trustees for the District, acting by and through its Board of Trustees has determined that it is in the best interests of the District, and for the common benefit of the citizens residing within the District’s jurisdiction, to have the Project performed by leasing the Leased Premises to the Corporation and by immediately entering into the Facilities Lease (defined below) under which the District will sublease the Leased Premises and improvements made thereon from the Corporation;

WHEREAS, the District is, authorized under Section 81335 of the Education Code of the State of California to lease the Leased Premises to the Corporation and to have the Corporation perform the Project on the Leased Premises and to lease to the District the Leased Premises and the improvements made thereon, and has duly authorized the execution and delivery of this Site Lease;

WHEREAS, the Corporation is authorized to lease the Leased Premises as lessee and to perform the Project on the Leased Premises, and has duly authorized the execution and delivery of this Site Lease; and

WHEREAS, District has performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, the sum of One Dollar ($1.00) per month and other
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties
hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Unless the context clearly otherwise requires, all words and
phrases defined in Section 1.1 of the Facilities Lease dated as of [insert month/day/year by and
between the District and the Corporation (the “Facilities Lease”) shall have the same meaning in
this Site Lease.

ARTICLE II
DEMISING CLAUSES

Section 2.1. Lease of the Leased Premises. The District hereby leases to the
Corporation, and the Corporation hereby leases from the District the Leased Premises, subject
only to Permitted Encumbrances, in accordance with the provisions of this Site Lease, to have
and to hold for the term of this Site Lease. This Site Lease shall only take effect if the Facilities
Lease is executed by the District and Corporation within five (5) business days of execution of
this Site Lease.

Section 2.2. Rental. In consideration for the lease of the Leased Premises by
the District to the Corporation and for other good and valuable consideration, the Corporation
shall pay One Dollar ($1.00) per month to the District.

Section 2.3. No Merger. The leasing of the Leased Premises and the
improvements made thereon by the Corporation to the District pursuant to the Facilities Lease
shall not effect or result in a merger of the estates of the District in the Leased Premises, and the
Corporation shall continue to have a leasehold estate in the Leased Premises pursuant to this Site
Lease throughout the term hereof.

ARTICLE III
QUIET ENJOYMENT

Section 3.1. The parties intend that the Leased Premises will be leased back to
the District pursuant to the Facilities Lease for the term thereof. Subject to any rights the District
may have under the Facilities Lease to possession and enjoyment of the Leased Premises, the
District hereby covenants and agrees that it will not take any action to prevent the Corporation
from having quiet and peaceable possession and enjoyment of the Leased Premises during the
term hereof.
ARTICLE IV

SPECIAL COVENANTS AND PROVISIONS

Section 4.1. Waste. The Corporation agrees that at all times that it is in possession of the Leased Premises, it will not commit, suffer or permit any waste on the Leased Premises, and that it will not willfully or knowingly use or permit the use of the Leased Premises for any illegal purpose or act.

Section 4.2. Further Assurances and Corrective Instruments. The District and the Corporation agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Premises hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the accompanying Facilities Lease.

Section 4.3. Right of Entry and Use By District During Lease Term. The District reserves the right for any of its duly authorized representatives, and/or third parties authorized by the District, to enter upon the Leased Premises at any reasonable time to inspect, use, and/or perform work of any and all kind thereon. Also, Corporation acknowledges that not all of the Leased Premises are needed for Corporation's quiet use, enjoyment and intended purposes. Accordingly, for the valuable consideration of One Dollar ($1), Corporation grants to the District, during the term of the Lease, an irrevocable license for the District to use portions of the Leased Premises as determined by the District, provided such use does not directly interfere with active construction taking place pursuant to the Facilities Lease.

Section 4.4. Representations of the District. The District represents, covenants, and warrants to the Corporation as follows:

(a) Due Organization and Existence. The District is a community college district charged by law with providing educational services to certain persons residing within the District's jurisdiction and has been duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Leased Premises, except Permitted Encumbrances.

Site Lease
Section 4.5. **Representations of the Corporation.** The Corporation represents, covenants, and warrants to the District as follows:

(a) **Due Organization and Existence.** The Corporation is a [insert name of state of incorporation] California corporation duly organized and existing under the General Corporation Law of the State of [name of state] and is authorized to conduct business in the State of California pursuant to California law, has the power to enter into this Site Lease and the Facilities Lease; is possessed of full power to own and hold real and personal property, and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements; and is a licensed contractor holding an A or B license issued by the California State License Board.

(b) **Authorization.** The Corporation has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

(c) **No Violations.** Neither the execution and delivery of this Site Lease or the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Premises, except Permitted Encumbrances.

**ARTICLE V**

**ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING**

Section 5.1. **Assignment and Subleasing.** This Site Lease may be assigned and the Leased Premises subleased, as a whole or in part, by the Corporation only upon the prior written consent of the District to such sublease, or at the written direction of the District if the District has declared in writing a material breach/default by Corporation of the Facilities Lease and any attachments and/or exhibits thereto. In the case if the latter, no written agreement of the Corporation shall be required to effectuate such assignment by the District.

Section 5.2. **Restrictions on District.** The District agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Leased Premises or any portion thereof during the term of this Site Lease except as otherwise permitted herein.

Section 5.3. **Liens.** Corporation agrees to keep the Leased Premises and every part thereof free and clear of any and all liens, including without limitation, pledges, charges, encumbrances, claims, stop notices, labor withholds, and other liens or encumbrances of any and all kind, and/or arising out of, or in connection with, work or labor done, services performed, or
materials, supplies, equipment, apparatus, or appliances used or furnished for or in connection with the Leased Premises or the Project. Corporation further agrees to pay promptly and fully and discharge any and all claims on which any such lien and/or encumbrance may or could be based, and to save and hold District and all of its elected officials, employees, insurers, sureties, consultants and attorneys free and harmless from any and all such liens and/or encumbrances, including without limitation, claims, causes of action, proceedings, suits, and all other proceedings pertaining thereto. The provisions of this Section shall only apply for such portions of the Work for which District has satisfied payment to the Corporation.

ARTICLE VI

IMPROVEMENTS

Section 6.1. Title to all improvements made on the Leased Premises during the term hereof shall vest subject to the terms of the Facilities Lease.

ARTICLE VII

TERM AND TERMINATION

Section 7.1. Term. The term of this Lease shall not exceed [insert length of project duration plus a period of additional time to be determined on a project by project basis] and shall commence as of [insert month/day/year] and shall terminate on the last day of the Term of the Facilities Lease, provided the District has paid to the Corporation, or its assignee, all Lease Payments and other payments which may be expressly due under the Facilities Lease, and provided this Site Lease has not terminated pursuant to Sections 4.3(a) or 4.3(c) of the Facilities Lease. The Site Lease expiration date shall not be extended by any claimed payments and/or damages sought by Corporation under the Facilities Lease.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered or certified form with postage fully prepaid:

If to the Corporation: [insert name of company]
Attention: [insert name of person]
[insert address]
WITH A COPY TO:
[insert name of company]
Attention: [insert name of person]
[insert address]

If to District:
Los Angeles Community College District
770 Wilshire Boulevard,
Los Angeles, California, 90017
Attention:
Executive Director, Facilities Planning and Development

WITH A COPY TO:
Office of General Counsel
770 Wilshire Boulevard,
Los Angeles, California, 90017
Attention:
Camille Goulet
General Counsel

The Corporation and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.2. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Corporation and the District, and their respective successors and assigns.

Section 8.3. Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amendments, Changes and Modifications. This Site Lease shall only be amended, changed, modified, or altered with the written agreement of both parties hereto, and approved by the District's Board of Trustees.

Section 8.5. Execution in Counterparts. This Site Lease may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

Section 8.6. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The venue for any dispute hereunder shall be Los Angeles County, California.
Section 8.7. **Corporation and District Representatives.** Whenever under the provisions of this Site Lease the approval of the Corporation or the District, is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by the Corporation Representative and for the District, by the District’s Executive Director, Facilities Planning and Development, and any party hereto shall be authorized to rely upon any such approval or request.

Section 8.9. **Captions.** 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 8.10 **Prior Agreements.** This Site Lease and the corresponding Facilities Lease collectively contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Site Lease and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose.

Section 8.11 **Attorney’s Fees.** If either party brings an action or proceeding involving the Property or to interpret, enforce, and/or for a breach of, the terms of this Site Lease or to declare rights hereunder, each party shall bear its own attorneys fees, expert/consulting fees, and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Site Lease to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

Dated: [insert month and day/year]

By: James D. O’Reilly
Executive Director, Facilities Planning and Development
Its: Authorized Representative

[insert name of Corporation]

By: [name of person]
Its: President

By: [name of person]
Its: Secretary
Attachment "A"

DESCRIPTION OF LEASED PREMISES

DISTRICT SHALL INSERT BELOW A SITE MAP HIGHLIGHTED WITH THOSE PORTIONS OF THE SITE THAT CONSTITUTE THE "LEASED PREMISES"
SUBJECT: RATIFY CONSTRUCTION CONTRACT CHANGES ARISING OUT OF DIFFERING SITE CONDITIONS FOR A CONSTRUCTION CONTRACT GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER DESIGN-BID-BUILD METHOD OF PROJECT DELIVERY

Adopt a resolution (Attachment 1) finding that the changes shown below in Exhibit A arise out of differing site conditions and are exempt from the Statutory limitation on change orders under Public Contract Code Section 20651:

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>CONTRACTOR NAME</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and BOND FUNDING SOURCE</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>UNFORESEEN CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemistry Modernization 31C.5150.03 &amp; 8B.5150.03</td>
<td>Woodcliff Corporation No. 33149</td>
<td>$18,942,000</td>
<td>Funding is through Proposition A/A &amp; Measure J Bond proceeds.</td>
<td>CO No. 6-CLS for $114,831</td>
<td>Chemistry / Life Science Modernization:</td>
</tr>
<tr>
<td>Life Science Modernization 31C.5151.03 &amp; 8B.5151.03</td>
<td></td>
<td></td>
<td></td>
<td>CO No. 7-CLS for $81,161</td>
<td>• Demolish plaster walls due to no-code compliant construction not shown by as-built drawings.</td>
</tr>
<tr>
<td>Health, Fitness &amp; P E Building 11C.7115.02 &amp; 01C.6115.02</td>
<td></td>
<td></td>
<td></td>
<td>CO No. 9-PE for $65,355</td>
<td>• Replace additional broken windows discovered after the pre-bid job walk and prior to mobilization.</td>
</tr>
<tr>
<td>Los Angeles City College</td>
<td></td>
<td></td>
<td></td>
<td>Unforeseen Condition CO's Aggregate Absolute Value Total: $1,035,534 Percentage: 5.47%</td>
<td>• Remove buried door components not shown on as-built drawings.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total CO's Aggregate Absolute Value Total: $2,137,287 Percentage: 11.28%</td>
<td>Health Fitness &amp; P E Building:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>• Use video to inspect a discovered storm drain not shown on as-built drawings to rule out conflict with the new storm drain system.</td>
</tr>
</tbody>
</table>

Recommended and approved by: Adriana D. Barrera, Interim Chancellor
Subject: RATIFY CONSTRUCTION CONTRACT CHANGES ARISING OUT OF DIFFERING SITE CONDITIONS FOR A CONSTRUCTION CONTRACT GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER DESIGN-BID-BUILD METHOD OF PROJECT DELIVERY.

WHEREAS, California Public Contract Code Section 20659 limits the changes or alterations that the Board of Trustees may, without the formality of securing bids from other contractors, authorize to a contract for construction of a public project as defined in California Public Contract Code Section 20651 to the greater of the amount specified in Section 20651 or 10% of the original contract price; and,

WHEREAS, in the course of performance of the work of the referenced project, unforeseen conditions were encountered at the site that differ materially from those indicated by bidding documents or that due to their unforeseeable nature otherwise constitute “Differing Site Conditions” as that term is defined in the District’s construction contract,

WHEREAS, such unforeseen conditions were not known to or otherwise discoverable by the contractor in the exercise of its duties of review assumed under the bidding and contract documents; and,

WHEREAS, as a result of the foregoing circumstances, changes in the work of the referenced project contract have been identified by the contractor that, if they constituted changes subject to the aforesaid limitation of Section 20659, would cause the monetary limitation of Section 20659 to be exceeded thereby requiring the securing of bids from other contractors before proceeding with the change;

WHEREAS, it has been judicially determined in the case of Voskanian v. Alhambra Unified School District (2012) 204 Cal.App.4th 981 that unknown conditions at a construction site that render a portion of the bidding documents unsuitable for construction do not constitute changes that require authorization in order to be enforceable;

WHEREAS, the District has concluded that the changes identified by the contractor, since they arise from Differing Site Conditions, constitute changes that according to the aforementioned judicial decision do not require authorization by the District and because they do not require authorization are therefore not within the purview of the monetary limitation in Section 20659;

NOW, THEREFORE, BE IT RESOLVED, that:

The Board finds that the changes or adjustments summarized in Exhibit A of Com. No. FPD5 dated September 11, 2013 constitute changes or adjustments that are not governed by the monetary limitation set forth in California Public Contract Code Section 20659 and as such may be performed by the contractor and without the formality of securing bids from other contractors;

and be it further RESOLVED, that:

the Board of Trustees hereby ratifies execution of the change orders as indicated in the attached action.

______________________________  ________________________________  
Member, Board of Trustees      Member, Board of Trustees

______________________________  ________________________________  
Member, Board of Trustees      Member, Board of Trustees

______________________________  ________________________________  
Member, Board of Trustees      Member, Board of Trustees

______________________________  
President, Board of Trustees
### SUBJECT: PERSONNEL SERVICES ROUTINE ACTIONS

<table>
<thead>
<tr>
<th>Service Type</th>
<th>This Report</th>
<th>(07-01-13 to Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Academic Service</td>
<td>604</td>
<td>850</td>
</tr>
<tr>
<td>(Faculty, Academic Administration, Academic Supervisors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Classified Service</td>
<td>181</td>
<td>223</td>
</tr>
<tr>
<td>(Clerical, technical, supervisors, maintenance &amp; operations, trades, classified managers, confidential)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Unclassified Service</td>
<td>1422</td>
<td>2920</td>
</tr>
<tr>
<td>(Student workers, professional experts, community services staff, community recreation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>2207</td>
<td>3993</td>
</tr>
</tbody>
</table>

**DATE RANGE:** July 16, 2013 – August 19, 2013

All personnel actions reported herein are in accordance with the Board of Trustees Rules and are within the approved budget. Personnel actions include retirements, employment, leaves, separations/resignations and assignment changes.

The classified assignments noted above have not been certified by the Personnel Commission and are subject to further audit by the Personnel Commission due to SAP transition issues and may be subject to change.

Michael Shanahan  
Sr. Associate Vice Chancellor  
Human Resources

Karen Martin  
Personnel Director  
Personnel Commission

Recommended and Approved by:  
Adriana D. Barrera, Interim Chancellor

Chancellor and Secretary of the Board of Trustees
Subject: APPROVAL OF EDUCATIONAL PROGRAMS AND COURSES

I. APPROVE NEW COURSES

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>School</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANIMATN 118</td>
<td>History of Animation (3 Units) EAST</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>ANIMATN 220</td>
<td>Interactive Animation (3 Units) EAST</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>ANML SC 481</td>
<td>Clinical Experience for Veterinary Technicians II (3 Units) PIERCE</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>CO SCI 584</td>
<td>Network Security (3 Units) PIERCE</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>JOURNAL 223</td>
<td>Magazine Writing (3 Units) PIERCE</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>KIN 366-1</td>
<td>Badminton Skills 1 (1 Unit) EAST</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>KIN 366-2</td>
<td>Badminton Skills 2 (1 Unit) EAST</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>KIN 390-2</td>
<td>Softball - 2 (1 Unit) EAST</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>MIT 201</td>
<td>Fundamentals of Manufacturing and Processes (3 Units) EAST</td>
<td>CSU</td>
<td></td>
</tr>
<tr>
<td>MUSIC 216-3</td>
<td>Music Theory III (3 Units) HARBOR</td>
<td>CSU</td>
<td></td>
</tr>
</tbody>
</table>

Recommended by: Donald Gauthier, President, DAS

Recommended and Approved by: Adriana D. Barrera, Interim Chancellor
<table>
<thead>
<tr>
<th>Course</th>
<th>Code</th>
<th>Title</th>
<th>Units</th>
<th>College</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>MUSIC</td>
<td>217-3</td>
<td>Musicianship III (1 Unit)</td>
<td></td>
<td>CITY</td>
<td>CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>217-3</td>
<td>Musicianship III (1 Unit)</td>
<td></td>
<td>HARBOR</td>
<td>CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>217-4</td>
<td>Musicianship - IV (1 Unit)</td>
<td></td>
<td>HARBOR</td>
<td>CSU</td>
</tr>
<tr>
<td>MUSIC</td>
<td>265-1</td>
<td>Recording Arts Workshop I (3 Units)</td>
<td></td>
<td>PIERCE</td>
<td>NT</td>
</tr>
<tr>
<td>MUSIC</td>
<td>265-2</td>
<td>Recording Arts Workshop II (3 Units)</td>
<td></td>
<td>PIERCE</td>
<td>NT</td>
</tr>
<tr>
<td>MUSIC</td>
<td>265-3</td>
<td>Recording Arts Workshop III (3 Units)</td>
<td></td>
<td>PIERCE</td>
<td>NT</td>
</tr>
<tr>
<td>PHOTO</td>
<td>037</td>
<td>Visual Journalism: Photography, Video and Multimedia (4 Units)</td>
<td></td>
<td>PIERCE</td>
<td>CSU</td>
</tr>
<tr>
<td>SPANISH</td>
<td>037</td>
<td>Composition and Conversation for Spanish Speakers (5 Units)</td>
<td></td>
<td>PIERCE</td>
<td>CSU</td>
</tr>
</tbody>
</table>

**II. RATIFY ADDITIONS TO EXISTING CREDIT COURSES**

The following are college additions of individual courses which have been previously adopted by the Board of Trustees.

<table>
<thead>
<tr>
<th>Course</th>
<th>Code</th>
<th>Title</th>
<th>Units</th>
<th>College</th>
<th>Transferability</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARC</td>
<td>160</td>
<td>Computers for Designers (3 Units)</td>
<td></td>
<td>WEST</td>
<td>NT</td>
</tr>
<tr>
<td>ARC</td>
<td>185</td>
<td>Directed Study (1 Unit)</td>
<td></td>
<td>WEST</td>
<td>CSU</td>
</tr>
<tr>
<td>ARC</td>
<td>223</td>
<td>Portfolio Development (1 Unit)</td>
<td></td>
<td>WEST</td>
<td>CSU</td>
</tr>
<tr>
<td>ARC</td>
<td>261</td>
<td>Computer-Aided Design for Architecture I (3 Units)</td>
<td></td>
<td>WEST</td>
<td>NT</td>
</tr>
<tr>
<td>ARC</td>
<td>285</td>
<td>Directed Study – Architecture (2 Units)</td>
<td></td>
<td>WEST</td>
<td>CSU</td>
</tr>
<tr>
<td>ARC</td>
<td>385</td>
<td>Directed Study – Architecture (3 Units)</td>
<td></td>
<td>WEST</td>
<td>CSU</td>
</tr>
<tr>
<td>CO SCI</td>
<td>942</td>
<td>Discrete Structure (3 Units) HARBOR</td>
<td>Transferability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-----</td>
<td>------------------------------------</td>
<td>-----------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KIN</td>
<td>201-1</td>
<td>Swimming Skills-1 (1 Unit) CITY</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>180-1</td>
<td>Applied Music Laboratory I (1.5 Units) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>180-2</td>
<td>Applied Music Laboratory II (1.5 Units) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>180-3</td>
<td>Applied Music Laboratory III (1.5 Units) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>180-4</td>
<td>Applied Music Laboratory IV (1.5 Units) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>216-1</td>
<td>Music Theory – I (3 Units) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>217-1</td>
<td>Music Theory – I (3 Units) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>217-2</td>
<td>Musicianship – II (1 Unit) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>251-1</td>
<td>Jazz Improvisation Workshop I (1 Unit) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>251-2</td>
<td>Jazz Improvisation Workshop II (1 Unit) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>251-3</td>
<td>Jazz Improvisation Workshop III (1 Unit) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>251-4</td>
<td>Jazz Improvisation Workshop IV (1 Unit) HARBOR</td>
<td>CSU</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>265-1</td>
<td>Recording Arts Workshop I (3 Units) HARBOR</td>
<td>NT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>265-2</td>
<td>Recording Arts Workshop II (3 Units) HARBOR</td>
<td>NT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MUSIC</td>
<td>265-3</td>
<td>Recording Arts Workshop III (3 Units) HARBOR</td>
<td>NT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Subject: RATIFICATION OF STUDENT TRAVEL

Los Angeles Southwest College

Increase by $12,827.00 the authorized travel cost for thirteen students and one faculty member who attended the 2013 Career Pathways Conference for Future Homeland Security Professionals in Washington D.C., from April 10, 2013 to April 14, 2013. The original authorization submitted to the Board on April 3, 2013 was for $22,500; however, the actual cost of the trip was $35,327.00.

Background: The increase was due to higher cost of airfare, hotel accommodations and meals at the time of purchase. The original funding came from the Computer Science Information Technology Homeland Security grant, a specially funded program. Additional funds will come from the same source.
Subject: REVISE BOARD RULE 6201.13

Revise Board Rule 6201.13 as follows:

6201.13 Residence Requirement College Degree and Certificate Requirements

Completion of at least 12 units of work in residence and attendance at the college during the semester in which the requirements are completed. Exceptions may be made for injustice or undue hardship.

Degree Requirements

Students must complete no fewer than 12 units at the college conferring the degree.

When a student has attended multiple colleges within the LACCD, the degree shall be conferred by the college where the student has taken the majority of units in the major.

Exceptions to residence requirements for the associate degree may be made by the governing board when it determines that an injustice or undue hardship would be placed on the student.

Certificate Requirements

Certificates shall be awarded by the college where the majority of the certificate units were taken.

Recommended by:

Maury Y. Pearl, Acting Vice Chancellor
Adriana D. Barrera, Interim Chancellor
Subject: **PERSONNEL COMMISSION ACTIONS**

I. **Establishment of New Classifications:**

A. Concur with the action of the Personnel Commission to establish the following new SAP system related classifications and allocate the new classes to the noted salary schedules, effective June 11, 2013.

- **Team Leader, SAP ABAP Programming**
  - Salary Schedule: 8200.68
  - Monthly: $8,200.68, $8,651.72, $9,127.56, $9,629.58, $10,159.20
  - Annually: $98,408, $103,820, $109,530, $115,554, $121,910

- **Senior SAP ABAP Programmer**
  - Salary Schedule: 7367.92
  - Monthly: $7,367.92, $7,773.16, $8,200.68, $8,651.72, $9,127.56
  - Annually: $88,415, $93,277, $98,408, $103,820, $109,530

- **Assistant SAP ABAP Programmer**
  - Salary Schedule: 5637.45
  - Monthly: $5,637.45, $5,947.51, $6,274.62, $6,619.73, $6,983.81

- **SAP Quality Assurance Analyst**
  - Salary Schedule: 7367.92
  - Monthly: $7,367.92, $7,773.16, $8,200.68, $8,651.72, $9,127.56
  - Annually: $88,415, $93,277, $98,408, $103,820, $109,530

Recommended by: [Signature]
Karen J. Martin, Personnel Director

Chancellor and Secretary of the Board of Trustees

By __________________________ Date __________________________
SAP Basis Administrator
Salary Schedule 7577.49

$7,577.49 $7,994.25 $8,433.93 $8,897.80 $9,387.18 Monthly
$90,929 $95,931 $101,207 $106,773 $112,646 Annually

SAP Netweaver Portal Developer
Salary Schedule 6983.81

$6,983.81 $7,367.92 $7,773.16 $8,200.68 $8,651.72 Monthly
$83,805 $88,415 $93,277 $98,408 $103,820 Annually

Business Data Warehouse Developer
Salary Schedule 6982.42

$6,982.42 $7,366.46 $7,771.61 $8,199.05 $8,650.00 Monthly
$83,789 $88,397 $93,259 $98,388 $103,800 Annually

Senior SAP Functional Business Analyst (PY, TM)
Salary Schedule 6480.88

$6,480.88 $6,837.33 $7,213.38 $7,610.12 $8,028.67 Monthly
$77,770 $82,047 $86,560 $91,321 $96,344 Annually

Senior SAP Functional Business Analyst (PA, OM)
Salary Schedule 6480.88

$6,480.88 $6,837.33 $7,213.38 $7,610.12 $8,028.67 Monthly
$77,770 $82,047 $86,560 $91,321 $96,344 Annually

SAP Functional Business Analyst (Plant Maintenance)
Salary Schedule 6143.01

$6,143.01 $6,480.87 $6,837.32 $7,213.37 $7,610.11 Monthly
$73,716 $77,770 $82,047 $86,560 $91,321 Annually

BACKGROUND: A request to establish several new technical SAP support classes was made by the Chief Information Officer. Upon mutual agreement with the administration, it was determined that the Personnel Commission staff conduct a comprehensive study of all of the District's SAP positions utilized to provide support in the development, upgrade, configuration, and maintenance of the SAP Human Resources, Finance, Plant Maintenance and other related systems such as PCR/PCS, Portal, and On-Line Program Review. This included position audits of all employees and consultants in the areas of SAP programming, SAP functional configuration, SAP enterprise portal, SAP Basis support, and business data warehouse.
Based on the position audit results, information gathered from other agencies about prevalent SAP position structures, and input provided by the Deputy Chancellor, Chief Information Officer, and SAP/ERP Manager, the Personnel Commission staff recommended the following actions:

- Establishment of new classes in the areas of SAP ABAP programming (three), functional configuration of the SAP HR (PY, TM, OM, PA) module (two) and SAP Plant Maintenance module (one), basis administration (one), business data warehouse (one), portal maintenance (one), and quality assurance (one).

It is anticipated that these new classes will replace existing SAP consultant positions, increase employee exposure to system development and enhancement projects, and enhance training opportunities for employees.

- Abolishment of all SAP technical configuror classes (total of three).

These classes are being replaced by the new Senior SAP Functional Business Analyst classes.

- Abolishment of coordinator classes in the business data warehouse and SAP quality assurance area.

These classes are being replaced by the new classes of Business Data Warehouse Developer and SAP Quality Assurance Analyst.

Additionally, a comprehensive salary survey was undertaken to gather salary information on the new subject classes and existing benchmark classes to ensure competitiveness of salary rates allocated to the new and existing SAP job classifications. The recommended salary allocations for the new classes as well as the salary reallocations for existing classes, which are summarized in Section II of this report, are based on the survey findings.
II. Salary Reallocations of Existing SAP System related Job Classifications:

Concur with the action of the Personnel Commission to reallocate the following salary schedules, effective June 11, 2013.

SAP/ERP Manager

From Salary Schedule:

- $9,028.38
- $108,340

To Salary Schedule:

- $9,427.59
- $113,131

SAP Team Leader (Finance)

From Salary Schedule:

- $7,287.86
- $87,454

To Salary Schedule:

- $7,610.11
- $91,321

SAP Team Leader (Human Resources)

From Salary Schedule:

- $7,287.86
- $87,454

To Salary Schedule:

- $7,610.11
- $91,321
ERP Team Leader (Student System)

From Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,287.86</td>
<td>$7,688.69</td>
</tr>
<tr>
<td>$87,454</td>
<td>$92,264</td>
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To Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,610.11</td>
<td>$8,028.67</td>
</tr>
<tr>
<td>$91,321</td>
<td>$96,344</td>
</tr>
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</table>

SAP Functional Business Analyst (Finance)

From Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,882.88</td>
<td>$6,206.44</td>
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<tr>
<td>$70,594</td>
<td>$74,477</td>
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To Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,143.01</td>
<td>$6,480.87</td>
</tr>
<tr>
<td>$73,716</td>
<td>$77,770</td>
</tr>
</tbody>
</table>

SAP Functional Business Analyst (Human Resources)

From Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,882.88</td>
<td>$6,206.44</td>
</tr>
<tr>
<td>$70,594</td>
<td>$74,477</td>
</tr>
</tbody>
</table>

To Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,143.01</td>
<td>$6,480.87</td>
</tr>
<tr>
<td>$73,716</td>
<td>$77,770</td>
</tr>
</tbody>
</table>

ERP Functional Business Analyst (Student Systems)

From Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,882.88</td>
<td>$6,206.44</td>
</tr>
<tr>
<td>$70,594</td>
<td>$74,477</td>
</tr>
</tbody>
</table>

To Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,143.01</td>
<td>$6,480.87</td>
</tr>
<tr>
<td>$73,716</td>
<td>$77,770</td>
</tr>
</tbody>
</table>
Assistant SAP/ERP Functional Business Analyst

From Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,748.76</td>
<td>$4,958.74</td>
</tr>
<tr>
<td>$56,985</td>
<td>$59,504</td>
</tr>
</tbody>
</table>

To Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,009.94</td>
<td>$5,231.47</td>
</tr>
<tr>
<td>$60,119</td>
<td>$62,777</td>
</tr>
</tbody>
</table>

SAP ABAP Programmer

From Variable rate of up to $52.66 ($9127.56/mo):

To Salary Schedule:

<table>
<thead>
<tr>
<th>Monthly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,983.81</td>
<td>$8,651.72</td>
</tr>
<tr>
<td>$83,805</td>
<td>$103,820</td>
</tr>
</tbody>
</table>

BACKGROUND: The recommended salary reallocations are based on a comprehensive salary study which included data collected for comparable positions from public agencies within California as well as from AonHewitt, Mercer, and the U.S. Department of Labor compensation surveys. The recommended salary reallocations result in a salary increase of 4.42% for the SAP manager, Team Leaders, Business Analysts, and Assistant Business Analysts at the maximum step and a salary decrease of 5.5% for the SAP ABAP Programmer class at the maximum rate.
III. **Classification Studies of SAP System Related Positions**

A. Concur with the action of the Personnel Commission to reclassify the following employees, effective June 11, 2013.

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Monthly Salary Range</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Incumbent</strong></td>
<td><strong>From</strong></td>
</tr>
<tr>
<td><strong>From</strong></td>
<td><strong>To</strong></td>
</tr>
<tr>
<td>*EN 801153 SAP Human Resources Configuror</td>
<td>$10550.60</td>
</tr>
<tr>
<td>(PA, OM)</td>
<td></td>
</tr>
<tr>
<td>*EN 688323 Senior Programmer Analyst</td>
<td>$5949.92-</td>
</tr>
<tr>
<td>*EN 813855 Coordinator, Business Data</td>
<td>$7507.11 -</td>
</tr>
<tr>
<td>Warehouse</td>
<td></td>
</tr>
<tr>
<td>EN 773010 Supervising Systems and Programming Analyst</td>
<td>$7370.91 -</td>
</tr>
<tr>
<td>EN 714487 Supervising Systems and Programming Analyst</td>
<td>$7370.91 - $9131.27 -</td>
</tr>
<tr>
<td>EN 1042879 Software Systems Engineer</td>
<td>$7080.72 -</td>
</tr>
<tr>
<td><strong>EN 1042879 Software Systems Engineer</strong></td>
<td><strong>From</strong></td>
</tr>
<tr>
<td><strong>EN 1042879 Software Systems Engineer</strong></td>
<td><strong>From</strong></td>
</tr>
</tbody>
</table>

*Employees' salary is being starred rated.

**BACKGROUND:** All the positions noted above were studied as part of the aforementioned SAP classification and salary study. Audits of the employees' positions were conducted in accordance with applicable SEIU Local 721 contract and Education Code provisions. Based on audit findings, staff recommended that the employees' positions be reclassified as noted in the exhibit. The 2012-2013 fiscal year costs of these actions are approximately $1056. The 2013-2014 fiscal year costs of these actions are approximately $16,920.
B. Concur with the action of the Personnel Commission to approve starred rates for the following employees, effective June 11, 2013.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Job Title</th>
<th>Star Rated Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>EN 688323</td>
<td>Assistant SAP Programmer</td>
<td>$7370.92</td>
</tr>
<tr>
<td>EN 813855</td>
<td>Business Data Warehouse Developer</td>
<td>$9300.00</td>
</tr>
<tr>
<td>EN 801153</td>
<td>Senior SAP Functional Business Analyst (PA, OM)</td>
<td>$10,550.60</td>
</tr>
<tr>
<td>EN 1023581</td>
<td>SAP ABAP Programmer</td>
<td>$9127.56</td>
</tr>
</tbody>
</table>

**BACKGROUND:** As a result of the SAP class and salary study some of the affected employees were reclassified to a lower class or placed on a lower reallocated salary schedule. In order to limit the financial loss to those employees, the District Administration requested that the employees be placed on a star rated salary. This star rated salary in in effect for a maximum of 39 months or until the salary schedule of the employees' new classes surpasses the star rated salary.
Subject: APPOINTMENT TO THE DISTRICT CITIZENS’ OVERSIGHT COMMITTEE FOR PROPOSITIONS A/AA AND MEASURE J BOND PROGRAMS

Appoint the following individual for membership on the District Citizens’ Oversight Committee (DCOC) to serve as the Student Representative: LaMont G. Jackson

Background:

The Student Affairs Committee recommends Mr. LaMont G. Jackson to serve a two-year term as the Student Representative to the DCOC from September 12, 2013 to September 12, 2015.

Mr. LaMont G. Jackson attends Los Angeles Southwest College and West Los Angeles College. He is the President of the Associated Student Organization at Los Angeles Southwest College and a Peer Mentor/Tutor for Project Learn at West Los Angeles College. In the spring of 2013, he earned a Certificate of Achievement in the Chemical Dependency Counselor Program and a Skill Certificate in the Recovery Specialist Program from Los Angeles Southwest College, as well as a certificate in the Alcohol and Drug Studies Program from West Los Angeles College. He is a Psychology major with an emphasis in Addiction Studies. He will earn his Associate of Science Degree in Psychology from Los Angeles Southwest College and his Associate of Arts Degree in Human Services from West Los Angeles College in the spring of 2014. He plans to transfer to a four-year university in the fall of 2014.

In accordance with Administrative Regulation C-7, the Board shall appoint the DCOC members. Members of the DCOC shall serve a term of two years and can serve no more than two consecutive terms.

Approved by: Adriana D. Barrera, Interim Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ____________
Subject: **ADOPTION OF 2013-2014 FINAL BUDGET**

Adopt the 2013-2014 Final Budget and authorize staff to file same with the California Community College Chancellor’s Office and the County Office of Education no later than September 30, 2013.

**Background:** The governing board of the Los Angeles Community College District must adopt the budget no later than September 15, 2013. The Board of Trustees will hold a public hearing on September 11, 2013 on the District’s proposed final budget for the year ending June 30, 2014 prior to final adoption as required by Section 58301 of Title 5, California Code of Regulations.

Recommended and Approved by: Adriana D. Barrera, Interim Chancellor

Chancellor and Secretary of the Board of Trustees

By ______________________ Date ____________

Page 1 of 1 Pages Com. No. BF1 Div. BUSINESS AND FINANCE Date 9-11-2013

Noticed: 08-21-13
SUBJECT: DISCIPLINARY ACTION REGARDING CLASSIFIED EMPLOYEES

I. DISMISSAL OF CLASSIFIED PERMANENT EMPLOYEES

A. The dismissal of employee (EN1000657) assigned to Pierce College as a permanent Custodian is based on the following causes:

- Discourteous, Abusive, or Threatening Language or Behavior Directed Toward Any Person, Including Sexual Harassment, Racial Harassment, or Other Legally Prohibited Actions or Behavior

- Immoral Conduct

- Willful Misconduct or Any Other Willful Failure of Good Conduct Tending To Injure The Public Service

- Willful and Persistent Violation of the Provisions of the Education Code, Public Policy, or of Policies, Rules, Regulations, or Procedures Adopted by the Board of Trustees or the Personnel Commission

Background: The above recommendation is in accordance with procedures listed in Education Code Section 88123 and Personnel Commission Rule 735. Evidence is on file in the Employer-Employee Relations Unit of the Human Resources Division to support the above recommendation.

Due process rights guaranteed by Skelly v. State Personnel Board, 15 Cal. 3d 194 (1975) have been afforded the above listed permanent employee.

Recommended by:

Michael Shaahen
Sr. Associate Vice Chancellor
Human Resources

Recommended and Approved by:

Adriana D. Barrera, Interim Chancellor

Chancellor and
Secretary of the Board of Trustees

By ______________________ Date ______________________
B. The dismissal of employee (EN814384) assigned to Los Angeles Trade-Technical College as a permanent Custodian is based on the following causes:

- Abuse of Leave Privileges by Habitual Use of Leave for Trivial Indispositions or by Absences so Frequent that the Efficiency of the Service is Impaired
- Absent Without Leave or Abandonment of Position
- Frequent Unexcused Absence or Tardiness

Background: The above recommendation is in accordance with procedures listed in Education Code Section 88123 and Personnel Commission Rule 735. Evidence is on file in the Employer-Employee Relations Unit of the Human Resources Division to support the above recommendation.

Due process rights guaranteed by Skelly v. State Personnel Board, 15 Cal. 3d 194 (1975) have been afforded the above listed permanent employee.
Subject: **STUDENT DISCIPLINE – EXPULSION**

I. Expel Los Angeles City College Student, SID #XX-XXX-6823 from all Los Angeles Community Colleges, without reconsideration.

The student has violated the following Standards of Student Conduct:

- Board Rule 9803.10 Willful Disobedience
- Board Rule 9803.11 Violation of College Rules and Regulations
- Board Rule 9803.15 Disruption of Classes
- Board Rule 9803.20 Lethal Weapons
- Board Rule 9803.22 Unlawful Assembly
- Board Rule 9803.23 Conspiring to Perform Illegal Acts
- Board Rule 9803.24 Threatening Behavior
- Board Rule 9803.25 Disorderly Conduct
- Board Rule 9803.27 Performance of an Illegal Act
- Board Rule 9806 Unsafe Conduct

**Background:** Education Code 72122 requires that the final action of the Board shall be taken in a public meeting. The above recommendations are made in accordance with Board Rule 91101.6 and 91101.18(b).

II. Expel Los Angeles Pierce College Student, SID # XX-XXX-8395, from all Los Angeles Community Colleges, without reconsideration.

The student has violated the following Standards of Student Conduct:

- Board Rule 9803.14 College Documents (Forgery)

**Background:** Education Code 72122 requires that the final action of the Board shall be taken in a public meeting. The above recommendations are made in accordance with Board Rule 91101.6 and 91101.18(b).

Recommended by: Maury P. Pearl, Acting Vice Chancellor

Recommended and Approved by: Adriana Barrera, Interim Chancellor

Chancellor and Secretary of the Board of Trustees

By ___________________________ Date ___________
Subject: AMEND BOARD RULE, CHAPTER XI, PERSONNEL COMMISSION

The following motion is presented by Karen Martin:

Amend Board Rule, Chapter XI, Personnel Commission as follows:

CHAPTER XI

ARTICLE I

PERSONNEL COMMISSION

FINANCING PERSONNEL COMMISSION OPERATIONS

11101. SOURCE OF FINANCIAL SUPPORT. The expenses of the Personnel Commission shall be paid out of the general funds of the District.

11102. PERSONNEL COMMISSION'S BUDGET. The Personnel Commission shall prepare an annual budget for its own office which, upon the approval of the County Superintendent of Schools, shall be included by the Board of Trustees in the regular budget of the District. The Board is furnished a copy of the Commission's proposed budget and is invited to a public hearing by the Commission during the month of May. The Personnel Commission shall hold a public budget hearing no later than May 30th of each year. The Chancellor or his designee shall be furnished a copy of the Personnel Commission's proposed budget and invited to attend the public hearing. The Personnel Commission must fully consider the views of the Board Chancellor or his/her designee, but the authority to approve or reject the Personnel Commission's budget is vested with the County Superintendent of Schools.

The expenditure of funds appropriated for the operation of the Personnel Commission in accordance with this section shall be at the sole direction of the Personnel Commission.

11103. OFFICE ACCOMMODATIONS. The Board of Trustees shall provide the Personnel Commission with suitable office accommodations.
11104. **SALARY SCHEDULES.** The Personnel Commission shall recommend to the Board of Trustees salary schedules for the Classified Service. The Board of Trustees may approve, amend, or reject Personnel Commission recommendations for salary schedules and classes in the Classified Service.

No amendment to salary schedules shall be adopted by the Board of Trustees until the Personnel Commission is first given a reasonable opportunity to make a written statement of the effect of the amendments. No changes shall operate to disturb the relationship which compensation salary schedules bear to one another, as the relationship has been established in the classification made by the commission.

Salary adjustment recommendations for the Classified Service will be presented to the Board of Trustees once each fiscal year in accordance with procedures adopted May 3, 1979, and reaffirmed and readopted by the Personnel Commission on February 28, 1980. Salary recommendations for classes in represented units will not be presented if written requests are made to the Personnel Commission by the District administration and the exclusive representative of the affected employee unit to withhold salary recommendations.

11105. **LEGAL COUNSEL.** The General Counsel of the Board of Trustees shall, upon written request, aid and represent the Personnel Commission in all legal matters.

The General Counsel shall refuse to represent the Personnel Commission in circumstances in which the Counsel knows, or has reason to know, that at the time the request is made a conflict exists between the interests of the Personnel Commission and the interests of the Board of Trustees or the Los Angeles Community College District.

If its counsel refuses or does not respond to a request for representation within 15 working days of receipt, the Personnel Commission may employ its own attorney and the reasonable cost thereof shall constitute a legal charge against the general funds of the District.

**ARTICLE II**

**CLASSIFIED PERSONNEL EMPLOYED BY THE BOARD OF TRUSTEES**

11201. **EMPLOYMENT OF CLASSIFIED PERSONNEL.** The Board of Trustees shall employ, pay, and otherwise control the services of persons in classified positions in accordance with the merit system rules as established by the Personnel Commission. **Governing boards** The Board of Trustees shall fix and prescribe the duties to be performed by all persons in the Classified Service and other positions not requiring certification qualifications, except those persons employed as a part of the Personnel Commission staff.
11202. REMOVAL OF POSITION FROM CLASSIFIED SERVICE. No governing board The Board of Trustees shall not remove a position from the Classified Service by title, assignment or otherwise require an incumbent to be credentialed if such position is not required to be designated certificated by the Education Code, unless the position is one for which minimum qualifications have been established by the Board of Governors pursuant to Education Code Section 87356.

11203. MERIT SYSTEM RULES GOVERNING MERIT SYSTEM FOR CLASSIFIED EMPLOYEES. Personnel Commission rules which are necessary to ensure the efficiency of the merit system for classified employees and the selection and retention of classified employees upon a basis of merit and fitness shall be binding on the Board of Trustees.

Personnel Commission rules shall determine the procedure to be followed by the Board of Trustees as they pertain to the Classified Service regarding applications, examinations, eligibility, appointments, promotions, demotions, transfers, dismissals, resignations, layoffs, reemployment, vacations, leaves of absence, compensation within classifications, job analyses and specifications, performance evaluations, public advertisement of examinations, rejections of unfit applicant without competition, and any other matters necessary to carry out the provisions and purposes of the merit system for the classified employees.

Personnel Commission rules which pertain to matters which are subjects of negotiation under the provisions of Section 3543.2 of the Government Code shall be in accordance with the applicable negotiated agreement.

The Personnel Commission Rules shall apply to all employees except where the subject of the rule is addressed in a collective bargaining agreement. In such cases, the provisions of the collective bargaining agreement shall be applicable to unit employees.

11204. REASSIGNMENT OF CLASSIFIED EMPLOYEES DUE TO ILLNESS OR INJURY. The Board of Trustees may reassign a regular classified employee who is determined to be incapable of performing the duties of his/her class because of illness or injury. The position to which he/she is assigned shall be subject to classification by the Personnel Commission.

11205. LAYOFF OF CLASSIFIED PERSONNEL BY THE BOARD OF TRUSTEES. The Board of Trustees may lay off persons in the classified service for lack of work or lack of funds. They may not, however, demote or remove a person permanent employee in the permanent Classified Service except for reasonable cause designated by rule of the Personnel Commission as detrimental to the efficiency of the service.

11206. SUSPENSION AND DISMISSAL OF A CLASSIFIED EMPLOYEE. The Board of Trustees may suspend for a period of not more than 30 days, demote, or dismiss a classified employee for reasonable cause. In such case, the Director of Employer/Employee Relations Chancellor or his/her designee shall within 10 days of the suspension, demotion, or dismissal file written charges with the Personnel Commission and give to the employee or deposit in the United States registered mail with postage prepaid, addressed to the employee at his last known place of address, a copy of the charges.
Whenever an **classified** employee of a school district is charged with the commission of any sex offense as defined in Section 12942.5 87010, or any narcotics offense as defined in Section 12942.5 87011, or a violation of Subdivision 1 of Section 261 of the Penal Code, Sections 11530 to 11532, both inclusive, 11540, or 11910 to 11916, both inclusive insofar as said sections relate to subdivision (e) of Section 14904, Sections 11357 to 11361, inclusive, 11363, 11364, or 11377 to 11382, inclusive, insofar as such sections relate to, any controlled substances in paragraph (4) or (5) of subdivision (b) of Section 11056, or any controlled substances in subdivision (d) of Section 11054, except paragraphs (10), (11), (12), and (17) of such subdivision of the Health and Safety Code by complaint, information, or indictment filed in a court of competent jurisdiction, the Board of Trustees may immediately suspend the employee for a period of time extending for not more than 10 days after the date of the entry of the court judgment; provided that

However, the suspension may be extended beyond such 10-day period in case the Board of Trustees gives notice within such 10-day period that it will dismiss the employee 30 days after the service of the notice, unless he/she demands a hearing.

An **permanent** employee in the permanent Classified Service who has been suspended, demoted, or dismissed may appeal to the Personnel Commission within 14 days after receipt of a copy of the written charges by filing a written answer to the charges.

The Personnel Commission shall investigate the matter on appeal and may require further evidence from either party; or may, **order a hearing. A hearing shall be ordered upon the request of an accused employee shall, order a hearing.** The accused employee shall have the right to appear in person or with counsel and to be heard in his/her own defense. The decision shall not be subject to review by the Board of Trustees.

**11207.**

**POWERS OF PERSONNEL COMMISSION IN CONDUCTING HEARINGS AND INSPECTING RECORDS OF BOARD OF TRUSTEES.** The Personnel Commission may conduct hearings, subpoena witnesses, require the production of records or information pertinent to investigation, and may administer oaths. It may, at will, inspect any records of the Board of Trustees that may be necessary to satisfy itself that the procedures prescribed by the Personnel Commission have been complied with. Hearings may be held by the Personnel Commission on any subject to which its authority may extend as described by law.

**11208.**

**NO DISCRIMINATION FOR POLITICAL ACTS, OPINIONS OR AFFILIATIONS: LIMITATION ON POLITICAL ACTIVITIES.** No person who is in the Classified Service or **whose is upon name appears on** any eligibility list shall be appointed, demoted, or removed, or in any way discriminated against because of his/her political acts, opinions, or affiliations.

No person in the Classified Service shall engage in political activities during his/her assigned hours of employment.

No member of the Board of Trustees shall directly or indirectly solicit or be concerned in soliciting any assessment, contribution, or political service of any kind whatsoever for any political purpose from any person who is in the Classified Service or **whose is upon name appears on** any eligibility list.
No officer or employee of the District shall directly or indirectly *coerce or attempt to coerce or in any way* bring pressure or attempt to bring pressure upon any other such officer or employee, to support or refrain from supporting any political group for any political purpose *whatever*.

**ARTICLE III**

**PERSONNEL COMMISSION MEMBERS**

11301. **PROHIBITION OF MEMBERSHIP ON THE PERSONNEL COMMISSION.** No member of the Board of Trustees or a county board of education shall be *eligible for appointment, reappointment, or continuance as* a member of the Personnel Commission.

11302. **EMPLOYMENT BY COLLEGE DISTRICT OF PERSONNEL COMMISSION MEMBERS.** No member of the Personnel Commission may, *during his or her term of service*, be an employed employee by of the Los Angeles Community College District.

**Background:** Administrative Regulation C-12, Chancellor Review of Board Rules, Administrative Regulations and Procedural Guides, has recently been revised and released by the Office of General Counsel. The regulations require a triennial review of such rules, regulations, and guides to include policy considerations, titles, operational changes, and legal and regulatory changes. These amendments are being done to bring Chapter XI into compliance with this requirement. Chapter XI of the Board Rules addresses Personnel Commission operations. The sections included in this chapter address basic functional areas where the roles and authorities of the Personnel Commission and Board of Trustees converge. The proposed changes are in large part necessitated by changes in the Education Code or legal decisions that have occurred over the years. The other changes are intended to bring greater clarity by correcting language and construction.

The proposed amendments have been widely shared for review and comment with District administration.
I. AUTHORIZE PROFESSIONAL SERVICES AGREEMENTS

Action

Authorize an agreement with the following firms listed below to provide environmental services on a Task Order basis to be issued incrementally at the direction of the Program Manager District-wide from September 12, 2013 through September 11, 2016 at a cost not to exceed $83,000 per firm inclusive of eligible reimbursable expenses.

<table>
<thead>
<tr>
<th>Firm Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>AE Incorporated</td>
</tr>
<tr>
<td>The Converse Professional Group</td>
</tr>
<tr>
<td>Ellis Environmental Management, Inc.</td>
</tr>
<tr>
<td>Environmental &amp; Occupational Risk Management, Inc.</td>
</tr>
<tr>
<td>Geocon West, Inc.</td>
</tr>
<tr>
<td>Ninyo &amp; Moore Geotechnical &amp; Environmental Sciences Consultants</td>
</tr>
<tr>
<td>Parsons Environment &amp; Infrastructure Group Inc.</td>
</tr>
<tr>
<td>Rincon Consultants, Inc.</td>
</tr>
<tr>
<td>Tabbars Corporation</td>
</tr>
<tr>
<td>Tetra Tech, Inc.</td>
</tr>
<tr>
<td>The Planning Center</td>
</tr>
<tr>
<td>TRC Solutions, Inc.</td>
</tr>
</tbody>
</table>

Background

The above firms have been selected through a competitive Request for Proposal process that was advertised for two weeks.

The purpose of the Request for Proposals is to establish Task Order-based Agreements for environmental services which include the following: Phase I and II Environmental Site Assessments; environmental sampling; historical site assessments; site reconnaissance; research and assessments of lead, asbestos, and hazardous materials, and other environmental services that are not public works as needed. Each agreement will be available for use District-wide with individual Task Order to be issued by the Program Manager as needed.

Of the 36 proposals received, 31 were determined to be responsive and were then evaluated by the evaluation committee ("Committee"). This Committee was composed of the Program Management Design Manager, Facilities Project Manager, and Special Projects Manager. As a result of this comprehensive review and selection process the above firms are recommended for award of an Agreement.
Award History

<table>
<thead>
<tr>
<th>FIRM NAME</th>
<th>Previous Number of Agreements Awarded through the Bond Program and Cumulative Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>AE Incorporated</td>
<td>Ten previous awards; $1,635,800 cumulative.</td>
</tr>
<tr>
<td>The Converse Professional Group</td>
<td>Three previous awards; $5,100,000 cumulative.</td>
</tr>
<tr>
<td>Ellis Environmental Management, Inc.</td>
<td>Two previous awards; $100,000 cumulative.</td>
</tr>
<tr>
<td>Environmental &amp; Occupational Risk Management, Inc.</td>
<td>Eleven previous awards; $1,720,220 cumulative.</td>
</tr>
<tr>
<td>Geocon West, Inc.</td>
<td>No previous awards.</td>
</tr>
<tr>
<td>Ninio &amp; Moore Geotechnical &amp; Environmental Sciences Consultants</td>
<td>Two previous awards; $100,000 cumulative.</td>
</tr>
<tr>
<td>Parsons Environment &amp; Infrastructure Group Inc.</td>
<td>Two previous awards; $300,000 cumulative.</td>
</tr>
<tr>
<td>Rincon Consultants, Inc.</td>
<td>No previous awards.</td>
</tr>
<tr>
<td>Tabbara Corporation</td>
<td>Two previous awards; $350,000 cumulative.</td>
</tr>
<tr>
<td>Tetra Tech, Inc.</td>
<td>Two previous awards; $170,000 cumulative.</td>
</tr>
<tr>
<td>The Planning Center</td>
<td>No previous awards.</td>
</tr>
<tr>
<td>TRC Solutions, Inc.</td>
<td>Two previous awards; $486,600 cumulative.</td>
</tr>
</tbody>
</table>

Funding and Development Phase

Funding is through Measure J Bond proceeds. Projects to be determined on an as-needed basis. Construction Phase.

II. AUTHORIZE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENTS

A. Action

Authorize Amendment No. 1 to Agreement No. 33681 with Webb Cleff Architecture and Engineering to provide additional design services for the Temporary Facilities - Art & Physical Education Department Swing Space project at Los Angeles City College from September 12, 2013 through December 31, 2014 at a cost not to exceed $5,400 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $35,400.

Background

This agreement was authorized by the Board of Trustees on May 1, 2013 (Com. No. FPD1) with Webb Cleff Architecture and Engineering to serve as Architect of Record for this temporary swing space project which is currently utilized by the Physical Education Department. This proposed amendment extends the term of the Agreement by 15 months due to delays to the Health, Fitness & PE Building which prevents the Physical Education Department from vacating the temporary swing space. As a result, it is not possible for Webb Cleff to begin construction administration services to the temporary swing space to next accommodate the Art Department. As a result, services will need to be provided later and separately at additional cost.
Funding and Development Phase

Funding is through Measure J Bond proceeds. Temporary Facilities / 3020 Wilshire 31C.5142.03. Construction Phase.

B. Action

Authorize Amendment No. 1 to Agreement No. 33647 with DLR Group, Inc. of California to provide additional programming services for the Cesar Chavez - Administration Building Modernization project at Los Angeles City College from September 12, 2013 through January 16, 2018 at a cost not to exceed $11,220 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $1,482,600.

Background

This agreement was authorized by the Board of Trustees on January 16, 2013 (Com. No. FPD1) with DLR Group, Inc. of California to serve as Architect of Record for this project. This proposed amendment expands the scope of work to include additional programming and space planning analysis services for the Cesar Chavez - Administration Building. Fees shall be within the District guidelines established for these services.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Cesar Chavez - Administration Building Modernization 31C.5106.03. Design Phase.

C. Action

Authorize Amendment No. 3 to Agreement No. 33327 with DLR Group, Inc. of California to provide additional programming services for the Learning Support Center project at Los Angeles City College from September 12, 2013 through June 15, 2014 at a cost not to exceed $10,780 inclusive of eligible reimbursable expenses.

Background

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $335,780.

Background

This agreement was authorized by the Board of Trustees on June 15, 2011 (Com. No. FPD1) with DLR Group, Inc. of California to serve as Architect of Record for this project. This proposed amendment expands the scope of work to include additional programming and space planning analysis services for the departments previously identified to be accommodated by the Learning Support Center project which has been cancelled by the College. Fees shall be within the District guidelines established for these services.
D. **Action**

Authorize Amendment No. 2 to Agreement No. 50257 with RBF Consulting to provide additional Storm Water Implementation Plan services at Los Angeles City College from October 8, 2013 through October 8, 2014 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $72,880.

**Background**

This agreement was authorized by the Board of Trustees on October 5, 2011 (Com. No. FPD1) with RBF Consulting to provide Storm Water Implementation Plan services for Los Angeles City College. The current need is for ongoing onsite storm water mitigation studies. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Measure J. Storm Water Implementation for Los Angeles City College 40J.5109.05. Design Phase.

E. **Action**

Authorize Amendment No. 3 to Agreement No. 31230-1 with Quatro Design Group to provide additional design services for the Family and Consumer Studies Building project at Los Angeles Mission College from September 12, 2013 through December 31, 2013 at a cost not to exceed $30,820 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $286,580.

**Background**

This agreement was authorized by the Board of Trustees on December 7, 2011 (Com. No. FPD1) with Quatro Design Group to serve as Architect of Record for this project. This proposed amendment expands the scope of work to include field investigation and as-built drawings for seismic bracing for the fire sprinkler system to meet changed Division of the State Architect standards recently applied to the project. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Proposition A Bond proceeds. Family and Consumer Studies Building 04M.6404.02. Design Phase.

F. **Action**

Authorize Amendment No. 3 to Agreement No. 50188 with Sirius Environmental to provide additional environmental services on a Task Order basis campus-wide to be issued incrementally at the direction of the College Project Manager at Los Angeles Mission College from September 12, 2013 through December 31, 2014 at a cost not to exceed $72,600 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $322,600.
Background

This agreement was authorized by the Board of Trustees on January 13, 2010 (Com. No. FPD1) with Sirius Environmental to provide Environmental Mitigation and California Environmental Quality Act (CEQA) monitoring services on a Task Order basis. This proposed amendment is requested to allow the issuance of additional Task Order assignments. The current need is for the continuation of monthly monitoring, plan review, and technical assistance, as well as coordination associated with environmental issues for the Environmental Mitigation project. Fees shall be within the District guidelines established for these services.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Projects to be determined on an as-needed basis. Design and Construction Phases.

G. Action

Authorize Amendment No. 3 to Agreement No. 50258 with RBF Consulting to provide continued storm water consulting services on a Task Order basis to be issued incrementally at the direction of the College Project Manager for the Storm Water Implementation project at Pierce College from October 8, 2013 through October 8, 2015 at no additional cost.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees remains at $100,030.

Background

This agreement was authorized by the Board of Trustees on October 5, 2011 (Com. No. FPD1) with RBF Consulting to provide Storm Water Implementation Plan services for Pierce College. The current need is for additional storm water absorption studies. Fees shall be within the District guidelines established for these services.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Storm Water Implementation for Pierce College 40J.5109.05. Design Phase.

H. Action

Authorize Amendment No. 4 to Agreement No. 32475 with Langdon Wilson to provide additional design services for Gym Complex - Phase II project at Los Angeles Valley College from September 12, 2013 through May 26, 2014 at a cost not to exceed $48,600 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $580,017.

Background

This agreement was authorized by the Board of Trustees on May 27, 2009 (Com. No. FPD1) with Langdon Wilson to serve as the Architect of Record for this project. On June 16, 2010 (Com. No. FPD1), the Board of Trustees amended the agreement to include the Gym Complex Phase II. This proposed amendment expands the scope of work to
include design revisions to the Gym Phase II facility in order to meet changed California Building Code standards recently applied to the project. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Proposition A Bond proceeds. Gym Complex Phase II 08V.6825.03.

**Construction Phase.**

**Action**

Authorize Amendment No. 6 to Agreement No. 32477 with Cannon Design to provide additional design and engineering services for the Athletic Training Facilities project at Los Angeles Valley College from September 12, 2013 through June 1, 2014 at a cost not to exceed $296,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $2,994,454.

**Background**

This agreement was authorized by the Board of Trustees on May 27, 2009 (Com. No. FPD1) with Cannon Design to serve as Architect of Record for this project. This proposed amendment expands the scope of the Agreement to accommodate design services for a different utility infrastructure package than originally planned to serve the Athletic Training Facility as well as the recently approved Community Services Center project. The Amendment is also proposed to accommodate added services for the submittal of revised construction documents to the Division of the State Architect along with fees for the provision of construction administration services associated with the additional scope. Fees shall be within the District guidelines established for these services.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Athletic Training Facilities 38V.5837.02.

**Design Phase.**

**Action**

Authorize Amendment No. 1 to Agreement No. 50306 with Gonzalez Goodale Architects to provide continued design services on a Task Order basis to be issued incrementally at the direction of the Program Manager District-wide from November 8, 2013 through November 7, 2014 at a cost not to exceed $600,000 inclusive of eligible reimbursable expenses.

Inclusive of this proposed amendment, the total amount of this agreement approved by the Board of Trustees is $900,000.

**Background**

This agreement was authorized by the Board of Trustees on November 7, 2012 (Com. No. FPD1) to provide continued design services District-wide on a Task Order basis. Task Orders under this Agreement have been issued primarily for design services on the Los Angeles Mission College Central Plant project and the Campus Facilities Master Plan project at Pierce College. This proposed amendment expands the Agreement to allow
additional Task Orders to be issued for the ongoing Central Plant project at Los Angeles Mission College and for design services that included space needs analysis for existing Bond funded projects at Los Angeles Mission College. The fee is within the Design and Specialty Consultant Fee Guidelines.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Projects to be determined on an as-needed basis. Design Phase.

III. AUTHORIZE CONSTRUCTION CONTRACTS

A. Action

Authorize a contract with RAMCO General Engineering Contractor to provide general construction services for the Gym Complex - North Gym - Handrails and Accessible Signage project at Los Angeles Valley College at a cost of $15,525.

Background

RAMCO General Engineering Contractor provided the low quote from among three written quotes ranging from $15,525 to $27,642 for the installation of handrails and accessible signage for the North Gym.

Award History

This contract represents the 20th awarded to this company through the Bond Program and a cumulative original award total of $389,262. Previous awards have been given to this company for the Men's fitness Center Conversion project at East Los Angeles College and the Roadway, Walkway, Grounds, Parking Lot project at Los Angeles Harbor College.

Funding and Development Phase

Funding is through Proposition A Bond proceeds. Gym Complex - North Gym - Handrails and Accessible Signage 08V.6825.03. Construction Phase.

B. Action

Authorize a contract with Gilman Builders, Inc. to provide general construction services for the Campus Wide Fiber Optic Backbone (Loop) project at West Los Angeles College at a cost of $155,000. Consistent with Board Rule 7100.10 authorize the Executive Director of Facilities Planning and Development to authorize change orders of up to ten percent (10%), the maximum allowed by law without re-bidding, subject to subsequent Board ratification.

Background

This contract is the result of formal competitive bidding. Seventeen contractors requested bid packets. One responsive bid was received at $155,000. This construction contract is for the installation of a conduit duct bank between signal and communication manholes at the intersection of B and Albert Vera Streets to meet the fiber-optic needs of new construction of future facilities at the college.
Award History

This contract represents the third awarded to this company through the Bond Program and a cumulative original award total of $461,301. Previous awards have been given to this company for the General Classrooms and Student Services Buildings - Phase 2 project at West Los Angeles College and the Science & Math Building - Energy Infrastructure Improvements project at West Los Angeles College.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Campus Wide Fiber Optic Backbone 39W.5979.03.32. Construction Phase.

IV. RATIFY CONSTRUCTION CONTRACT

Action

Ratify a contract with New Horizons Contracting, Inc. to provide integrated pest management services for the North of Mall (NOM) project at Pierce College at a cost of $29,700.

Background

New Horizons Contracting, Inc. provided the low quote from among three quotes requested to provide integrated pest management for seven buildings. Three contractors were invited to bid. A job walk was conducted on June 26, 2013. One bid was received in the amount of $29,700.

Award History

This contract represents the first awarded to this company through the Bond Program.

Funding and Development Phase

Funding is through Proposition A and Measure J Bond proceeds. Phase II Renovations - Administration Building - Interior and Exterior 05P.6505.03.02; SLE - Faculty Center / Campus Center 35P.5535.03.07; Life Science, Chemistry, Physics Building 35P.5502.03; Phase II Renovations - Behavioral Science, Social science, Mathematics, and English Buildings 35P.5510.03; Phase II Renovations - Computer Science and Computer Learning 35P.5507.03. Construction Phase.

V. RATIFY CHANGE ORDERS FOR CONSTRUCTION CONTRACTS GREATER THAN $30,000 IN ORIGINAL COST ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY

Action

Ratify Change Orders for additional construction services for the projects identified below at the listed college for the amounts indicated:
<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION and PROJECT CONTRACT NUMBER</th>
<th>CONTRACTOR NAME and CONTRACT NUMBER</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE PERCENT CHANGES</th>
<th>NEGOTIATED REDUCTION FROM CONTRACTOR DEMAND</th>
<th>PURPOSE</th>
</tr>
</thead>
</table>
| Life Sciences and Chemistry Buildings Modernization Los Angeles City College 31C.5150.03 31C.5151.03 | Woodliff Corporation No. 33149 | $5,678,000 Funding is through Measure J Bond proceeds. | CO No. 7 for $75,562. 5.49% | $96,437 | Additional Requirement:  
  - Remove and replace existing gutter supports at bridge per AOR.  
College Request:  
  - Revise paint finish to not expose existing wall imperfections. |
| Health, Fitness & PE Building Los Angeles City College 11C.7115.02 | Woodliff Corporation No. 33149 | $13,264,000 Funding is through Proposition AA Bond proceeds. | CO No. 9-PE for $62,101. 5.82% | $10,088 | Additional Requirements:  
  - Design-related changes:  
    o Provide seven additional exit signs not shown on electrical drawings per AOR.  
    o Provide code required curbs in locker room not shown on structural drawings per AOR.  
    o Remove and replace non-compliant expansion fittings where conduit crosses seismic joints per AOR.  
    o Provide power to motorized shades per AOR.  
    o Provide additional studs and welded angles to support a wall per AOR.  
College Requests:  
  - Accelerate project schedule at added cost. |
| Clausen Hall Modernization Los Angeles City College B1C.5107.03 | Summit Builders No. 33357 | $12,611,789 Funding is through Measure J Bond proceeds. | CO No. 9 for $180,538. 9.67% | $76,759 | Unforeseen Condition:  
  - Demolish exterior walls after destructive testing revealed substandard existing fireproofing of structural support system.  
Additional Requirements:  
  - Provide valves for main fire sprinkler system per AOR.  
  - Provide sound isolation topping slab to band room per AOR.  
  - Provide wall attachments to underside of concrete web deck per AOR. |
| **Science Career & Mathematics Building Demolition East Los Angeles College 32E.5222.02.02** | **Two Brothers Construction Co. No. 33596** | **$1,212,500** Funding is through Measure J Bond proceeds. | **Unilateral CO No. 1 for $(187,023). 9.05%** | **N/A** | **Unforeseen Conditions:**  
- Abatement of discovered vinyl asbestos flooring and transite piping not shown on as-built drawings.  
- Provide new data fiber cable runs after existing fiber runs were found to be routed differently than shown on as-built drawings.  
- Demolish and dispose of building slab discovered to be thicker than shown on as-built drawings.  
- Credit for the deletion of project scope. |
|---|---|---|---|---|---|
| **Campus-Wide Improvements - IT Department Phase 2 Los Angeles Valley College 08V.6879.03.05** | **Ian Thomas Group No. 33445** | **$358,700** Funding is through Proposition A Bond proceeds. | **CO No. 1 for $22,742. 6.34%** | **$6,940** | **Unforeseen Condition:**  
- Removal of discovered HVAC ducts not shown on as-built drawings.  
**Additional Requirement:**  
- Synchronize fire alarm system circuit and devices per AOR. |
| **Student Services Center Canopy Los Angeles Valley College 08V.6809.02** | **Fidelity & Deposit Co. of Maryland No. 33212-1** | **$4,019,000** Funding is through Proposition A Bond proceeds. | **CO No. 4 for $163,386 9.91%** | **$71,038** | **Unforeseen Condition:**  
- Repair of Emergency Management System (EMS) lines not shown on as-built drawings and damaged during excavation.  
**Additional Requirements:**  
- Rerouting of HVAC lines that were in direct conflict with the location of canopy columns per AOR.  
- Revisions to the storm drain gutters on canopies to reduce future maintenance costs and allow for better drainage flow per AOR. |
| **Learning Assistance Center/Library Renovation Los Angeles Trade Technical College 17T.7702.03.01** | **Suffolk Construction Company, Inc. No. 33009** | **$21,514,634** Funding is through the State Capital Outlay Program contingent upon approval by the State of California, Department of Finance and Proposition AA and Measure J Bond proceeds. | **CO No. 11 for $124,602. 9.84%** | **$30,401** | **Unforeseen Condition:**  
- Replace existing sump pump and controls in basement found to be inoperable.  
**College Request:**  
- Add skateboard deterrents to curbs at pedestrian walkways.  
**Additional Requirement:**  
- Add electrical disconnect switch for solar power system at building exterior per electrical engineer and LADWP requirement. |
Background

The Change Orders listed above have been executed per Board Rule 7100.10 and are presented here for ratification as required therein.

Funding and Development Phase

Funding for each item is shown in the table above. Construction Phase.

VI. RATIFY CHANGE ORDER FOR CONSTRUCTION CONTRACT LESS THAN $30,000 ISSUED UNDER THE STANDARD “DESIGN-BID-BUILD” METHOD OF PROJECT DELIVERY

Action

Ratify Change Order for additional construction services for the projects identified below at the listed campus for the amounts indicated:

<table>
<thead>
<tr>
<th>PROJECT NAME &amp; LOCATION and PROJECT NUMBER</th>
<th>CONTRACTOR NAME AND CONTRACT NUMBER</th>
<th>ORIGINAL CONTRACT COST</th>
<th>CHANGE ORDER NO., COST, and CUMULATIVE TOTAL COST OF ALL CHANGE ORDERS</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Learning Environments (SLE) - Community Services/Agriculture Science Building Renovation project Pierce College 35P 5535.03.05</td>
<td>GMZ Engineering, Inc. No. 33524</td>
<td>$9,800 Funding is through Measure J Bond proceeds. CO No. 5 for $7,806 $12,806</td>
<td>College Request: • Extend temporary fence rental by 11 months. • Raise overhead temporary power line and install caution signs.</td>
<td></td>
</tr>
</tbody>
</table>

Background

Pursuant to Public Contract Code 20659, construction contracts with an original cost of $30,000 or less may have subsequent change orders of ten percent (10%) or $30,000, whichever is greater.

Funding and Development Phase

Funding for each item is shown in the table above. Construction Phase.

VII. RATIFY SUBSTITUTION OF CONSTRUCTION SUBCONTRACTOR

Action

Ratify the following substitution regarding Contract No. 33714 with Masters Contracting Corporation for the Storm Water Infiltration & Catch Basins Inserts project at West Los Angeles College:
- Substitute subcontractor Masters Contracting Corporation for subcontractor CT&F, Inc. for electrical services.

**Background**

This contract was authorized by the Board of Trustees on July 10, 2013 (Com. No. FPD1). This substitution was the result of the subcontractor's inability to meet requirements of the construction subcontract and will be at no additional cost to the District.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Storm Water Infiltration & Catch Basins Inserts 40J.5909.05.01. **Construction Phase.**

**VIII. AUTHORIZE ACCEPTANCE OF COMPLETION OF CONSTRUCTION CONTRACTS**

**Action**

Authorize Acceptance of Completion of Contract No. 33652 with RAMCO General Engineering Contractor to provide general construction - low voltage services for the Blue Light Phone Installation - Parking Lot D project at Los Angeles Valley College with a substantial completion date of May 17, 2013.

**Background**

This contract was authorized by the Board of Trustees on January 16, 2013 (Com. No. FPD1). The total cost of this contract is $10,702.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Blue Light Phone Installation - Parking Lot D 38V.5840.02. **Construction Phase.**

**IX. AUTHORIZE AMENDMENT OF LEASE AGREEMENT**

**A. Action**

Authorize Amendment No. 4 to Lease Agreement No. 32340 with McGrath Rent Corp, d/b/a Mobile Modular Management to extend the term 12 months to continue the lease of two modular buildings for the College Project Manager offices at Los Angeles Harbor College from October 1, 2013 through October 1, 2014 at a cost of $20,928. If applicable, all sales tax shall be paid.

Inclusive of this amendment, the total cost of this Lease Agreement approved by the Board of Trustees is $241,306.

**Background**

This Lease Agreement was authorized by the Board of Trustees on February 25, 2009 (Com. No. FPD1). It is requested the term of the lease be extended to continue the use of two (2) modular buildings serving as the CPM offices.
Funding and Development Phase

Funding is through Measure J Bond proceeds. FF&E Harbor 40J.5355.05. Construction Phase.

B. Action

Authorize Amendment No. 2 of Lease Agreement No. 32616 with M/Space Holdings to extend the term 12 months to continue the lease of eight 12' x 48' and two 14' x 48' modular units to be used by the College Project Management (CPM) team for the CPM Facilities FF&E project at Pierce College from January 11, 2014 to January 10, 2015 at a cost of $80,560. If applicable, all sales tax shall be paid.

Inclusive of this amendment, the total cost of this Lease Agreement approved by the Board of Trustees is $473,196.

Background

This Lease Agreement was authorized by the Board of Trustees on October 7, 2009 (Com. No. FPD1). It is requested the term of the lease be extended to continue the use of ten modular units utilized by the College Project Manager at Pierce College.

Funding and Development Phase

Funding is through Measure J Bond proceeds. FF&E - Pierce 40J.5555.05. Construction Phase.

X. AUTHORIZE DESIGN-BUILD AGREEMENT

Action

Authorize a Design-Build agreement with Harper Construction Company, Inc. to provide design and construction services for the New Student Services Building and Holmes Hall Renovation project at Los Angeles City College during the period September 12, 2013 through Final Completion at a cost of $39,899,550.

Background

The Design-Build process was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was subsequently approved for delivery by Design-Build system by the Board of Trustees on January 16, 2013 (Com. No. FPD3).

The requirement for the New Student Services Building and Holmes Hall Renovation was established by the approved Campus Facilities Master Plan and is proposed to be met by this Design-Build agreement. The selection of the Design-Build contractor shown here is the result of a pre-qualification and competitive proposal process. A Request for Proposal was issued and two (2) Design-Builders responses were received, identified as responsive, and scored by the Project Selection Committee.

This Committee is comprised of college staff, the College Project Manager, and Program Management staff. A best-value process was used to select the successful Proposer and involved the evaluation of each Proposer’s price, design management team, small business outreach programs, safety record, presentation, and design proposal.
Award History

This agreement represents the fourth awarded to this company through the Bond Program and a cumulative original award total of $147,859,504. Previous awards have been given to this company for the Campus Improvements - East & West Sides project at Los Angeles Southwest College and the Career and Applied Technology Building, Visual Communications and Performing Arts Training Complex project at Los Angeles Southwest College.

Funding and Development Phase

Funding is through Proposition A/AA and/or Measure J Bond proceeds as applicable. New Student Services Building 11C.7134.05, 31C.5134.02, B1C.5134.02, 31C.5134.05, B1C.5134.05; Holmes Hall Renovation 01C.6110.03, 11C.7110.03, 31C.5110.03, B1C.5110.03. Design and Construction Phases.

XI. AUTHORIZE DESIGN-BUILD HONORARIUM

Action

Authorize payment of an Honorarium to Charles Pankow Builders, Ltd. regarding the New Student Services Building and Holmes Hall Renovation project at Los Angeles City College (Design-Build Request for Proposals dated March 26, 2013 and the Best and Final Offer dated August 19, 2013) in the amount of $15,000.

Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by the Design-Build system by the Board of Trustees on January 16, 2013 (Com. No. FPD3).

The LACCD Design-Build competitive selection process provides for an Honorarium of an agreed upon amount be paid as compensation to responsive firms not selected to provide the Design-Build services.

Funding and Development Phase

Funding is through Proposition A/AA and/or Measure J Bond proceeds as applicable. New Student Services Building 11C.7134.05, 31C.5134.02, B1C.5134.02, 31C.5134.05, B1C.5134.05; Holmes Hall Renovation 01C.6110.03, 11C.7110.03, 31C.5110.03, B1C.5110.03. Design and Construction Phases.

XII. AUTHORIZE AMENDMENT TO DESIGN-BUILD AGREEMENT

A. Action

Authorize Amendment No. 2 to Agreement No. 32975 with Pinner Construction Company for additional Design-Build services for the Student Success and Retention Center project at East Los Angeles College at a cost not to exceed $108,451 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $57,373,513.
Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on June 24, 2009 (Com. No. FPD1). This Design-Build agreement with Pinner Construction Company was authorized by the Board of Trustees on June 16, 2010 (Com. No. FPD1).

Additional Design-Build services are proposed:

Due to requests by the college:

- Provide and install additional plastic laminate casework design changes at fifteen different faculty and student rooms.

Amendment No. 2 to Agreement No. 32975 includes Change Order No. 3.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Student Success and Retention Center 32E.5234.02. Construction Phase.

B. Action

Authorize Amendment No. 8 to Agreement No. 33064 with Bernards Bros., Inc. for additional Design-Build services for the Student Union, Astronomy, Infrastructure, Landscaping, and Security (SAILS) project at Los Angeles Harbor College at a cost not to exceed $1,522,806 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $66,750,378.

Background

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on May 12, 2010 (Com. No. FPD1). This Design-Build agreement with Bernards Bros, Inc. was authorized by the Board of Trustees on August 11, 2010 (Com. No. FPD1).

In response to direction from the District, the college has identified the need to reduce the scope of this Design-Build Agreement to include a Student Union building that is smaller than originally planned. To accommodate this change, it is requested that additional Design-Build services be provided to redesign the Student Union building to now be 55,000 square feet. The building was previously designed under this Design-Build agreement to be 75,000 square feet.

Funding and Development Phase

Funding is through Proposition A/AA and Measure J Bond proceeds. SAILS - Student Union Project 33H.5350.02.01. Design Phase.

C. Action
Authorize Amendment No. 5 to Agreement No. 33074 with Pankow Special Projects L.P. for additional Design-Build services for the Theater Drama Speech project at Los Angeles Harbor College at a cost not to exceed $56,109 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $8,272,292.

**Background**

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on August 11, 2010 (Com. No. FPD1). This Design-Build agreement with Pankow Special Projects L.P was authorized by the Board of Trustees on September 1, 2010 (Com. No. FPD1).

Additional Design-Build services are proposed:

**Due to requests by the college:**

- Remove and replace three exterior light fixtures west of the Theater-Drama-Speech building.

Amendment No. 5 to Agreement No. 33074 includes Change Order No. 5.

**Funding and Development Phase**

Funding is through Proposition A/AA and Measure J Bond proceeds. Theater Drama Speech 13H.7307.03, 33H.5307.02, 33H.5307.03. Design and Construction Phases.

**D. Action**

Authorize unilateral Amendment No. 6 to Agreement No. 32882 with Taisei Construction Corporation for additional Design-Build services for the Performing Arts Building Improvements project at Pierce College at a cost not to exceed $38,336.

Inclusive of this amendment, the total cost of this Design-Build agreement is $9,818,081.

**Background**

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on August 19, 2009 (Com. No. FPD1). This Design-Build agreement with Taisei Construction Corporation was authorized by the Board of Trustees on March 24, 2010 (Com. No. FPD1).

**Additional Design-Build services are proposed:**

1. **Due to requests by the college:**
   - Change smoke detectors to heat detectors above the Main Stage.

2. **Due to unforeseen conditions:**
Re-route electrical conduits discovered during demolition and demolish additional drywall and concrete not noted on record drawings.

Amendment No. 6 to Agreement No. 32882 includes unilateral Change Order No. 6.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Performing Arts Building Improvements 3SP.5518.03.04. Construction Phase.

**E. Action**

Authorize Amendment No. 3 to Agreement No. 32233 with McCarthy Building Companies, Inc. for reduced scope for the Allied Health & Wellness Center project at West Los Angeles College resulting in a credit of $(74,781).

Inclusive of this amendment, the total cost of this Design-Build agreement is $19,188,019.

**Background**

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on September 3, 2008 (Com. No. FPD1). This Design-Build agreement with McCarthy Building Companies, Inc was authorized by the Board of Trustees on January 14, 2009 (Com. No. FPD1). This Amendment accommodates a change order credit to the Agreement. Division of the State Architect fees on this project were lower than anticipated, resulting in a credit to the project.

Amendment No. 3 to Agreement No. 32233 includes Change Order No. 3.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Allied Health & Wellness Center 39W.5940.02. Design and Construction Phases.

**XIII. RATIFY AMENDMENT TO DESIGN-BUILD AGREEMENT**

**Action**

Ratify Amendment No. 16 to Agreement No. 33063 with Hensel Phelps Construction Co. for additional Design-Build services for the School of Math & Sciences project at Los Angeles Southwest College at a cost not to exceed $100,000 inclusive of eligible reimbursable expenses.

Inclusive of this amendment, the total cost of this Design-Build agreement is $94,931,876.

**Background**

The Design-Build system of project delivery was adopted by the Board of Trustees on December 3, 2003 (Com. No. BSD5) as a project delivery option available District-wide. This project was approved for delivery by Design-Build system by the Board of Trustees on August 19, 2009 (Com. No. FPD1). This Design-Build agreement with Hensel Phelps Construction Co. was authorized by the Board of Trustees on August 11, 2010 (Com. No. FPD1).
Additional Design-Build services are proposed:

Due to unforeseen conditions:

- Provide programming and conceptual studies for a new School of Math & Sciences (SoMS) building. To continue with the current Division of the State Architect (DSA) approved renovation of the existing SoMS building, DSA required all building systems to be compliant with current building codes, which would lead to the construction cost exceeding the DSA threshold on replacement costs. Alternative options had to be explored to obtain the most cost effective solution to meet the College's curriculum requirements.

Amendment No. 16 to Agreement No. 33063 includes Change Order No. 29.

Funding and Development Phase

Funding is through Measure J Bond proceeds. School of Math & Sciences 36S.5618.03.01. Design Phase.

XIV. AUTHORIZE PURCHASE ORDER

A. Action

Authorize a purchase order with Golden Star Technology, Inc d/b/a GST to provide wireless network configuration for the Campus Broadband Wireless project at the District Educational Services Center at a cost of $14,685. If applicable, all sales tax shall be paid.

Background

Golden Star Technology, Inc d/b/a GST provided the low, responsive quote from among three (3) written quotes ranging from $14,685 to $17,133. Delivery and set up are included.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Campus Broadband Wireless 40J.J.05.28. Construction Phase.

B. Action

Authorize a purchase order with SecureNet Solutions, Inc. to provide out of band authentication software for the Identity Management project District-wide at a cost of $41,850. If applicable, all sales tax shall be paid.

Background

SecureNet Solutions, Inc. provided the low quote from among three (3) written quotes ranging from $41,850 to $60,000. Out of band authentication software provides additional security for the District SAP and SIS systems that carry sensitive data. A telephone call is made or a text message is sent to a user’s device with a single-use,
The access code is unique and validates the user’s identity prior to granting access to SAP or SiS. Delivery and set up are included.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Identity Management 40J.J05.08. All Phases.

**XV. AUTHORIZE PAYMENT OF BOND PROCEEDS**

**A. Action**

Authorize payment from Bond proceeds to the Los Angeles Department of Water & Power (LADWP) for the installation of a 6-inch domestic water main and 6-inch fire service with detector check assembly for the Physical Plant (M&O Building) & Tennis Courts project at Los Angeles City College in the amount of $84,928.

**Background**

The installation of a 6-inch domestic water main is required for a project of this area (2.2 acres) and the existing 4-inch water main is not sufficient for domestic and fire water services.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Physical Plant (M&O Building) B1C.5146.02. Design Phase.

**B. Action**

Authorize payment from Bond proceeds to Deltek Financial Systems (FMS) regarding Agreement No. 32155 for upgrades to the Costpoint accounting system District-wide within the existing term of the agreement ending on January 12, 2016 at a cost not to exceed $160,000 inclusive of eligible reimbursable expenses.

**Background**

This agreement was authorized by the Board of Trustees on September 3, 2008 (Com. No. FPD1). Deltek FMS is a project-based accounting software firm that has been providing accounting software to the District since the inception of the Bond Program. A software upgrade from version 6.1 to 7.1 is needed.

**Funding and Development Phase**

Funding is through Measure J Bond proceeds. Specialty Consulting Services 40J.5J65.05. All Phases.

**XVI. RATIFY FACILITIES PERMIT AGREEMENT FOR DISTRICT USE**

**Action**

Ratify Facilities Use Agreement with the City of Los Angeles - Department of Recreation and Parks Contract No. 33712 for softball field rental services for the Monarch Parking Structure.
project at Los Angeles Valley College from July 1, 2013 through April 22, 2014 in the amount of $11,100.

Background

On July 10, 2013 (Comm. No. FPD1), the Board of Trustees authorized the payment of Bond proceeds to pay for the rental of an alternate location for use by the Los Angeles Valley College Athletic Department's softball program. The current request ratifies the use of the facilities permit issued by the City of Los Angeles Department of Recreation and Parks.

Funding and Development Phase

Funding is through Measure J Bond proceeds. Monarch Parking Structure 38V.5841.02.

Construction Phase.

XVII. RATIFY SETTLEMENT OF CLAIM

Action

In accordance with Board Rule 7313, ratify the settlement of Claim No. 2013-V01 in the amount of $12,281.60.

Funding Information

Funding is through Proposition AA Bond proceeds. Project Number 18V.7809.02.