



## Meeting of the Board of Trustees

April 25, 2016

### CALL TO ORDER: 4:30 P.M.

#### 1.0 PROCEDURAL MATTERS

##### 1.1 Call to Order

##### 1.2 Public Comments

*Members of the public may address the Board on items listed to be discussed in **closed session**. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to two minutes each**.*

### RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).) (2 matters)
  - A. Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).) (1 matter)
  - B. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).)(1 matter)
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
  - A. California School Employees Association (CSEA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
  - B. Police Officers Association (POA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8) (1 matter)
  - A. Lease of Property *by District*: Portion of Saddleback College site: Fowler Property Acquisitions, LLC (formerly MG Promenade Apartments LLC), 28032 Marguerite Parkway, Mission Viejo; *regarding price and terms of payment*. Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
- 1.6 Conference with Legal Counsel (GC Section 54956.9) (1 case)
  - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

### RECONVENE OPEN SESSION: 6:30 P.M.

## **2.0 PROCEDURAL MATTERS**

### **2.1 Actions Taken in Closed Session**

### **2.2 Invocation**

Led by Trustee Marcia Milchiker

### **2.3 Pledge of Allegiance**

Led by Trustee T.J. Prendergast

### **2.4 Public Comments**

*Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to up to two minutes each.***

## **3.0 REPORTS**

### **3.1 Oral Reports: *Speakers are limited to up to two minutes each.***

A. Board Reports

B. Chancellor's Report

C. College Presidents' Reports (*Written Reports included in Section 8.0*)

D. Associated Student Government Reports

E. Board Request(s) for Reports

1. Request for board report on Workday progress that has been made since the launch and plans to address the issues identified at the Trustee Listening Sessions on April 6, 2016.

## **4.0 DISCUSSION ITEMS**

4.1 None

## **5.0 CONSENT CALENDAR ITEMS**

*All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.*

### **5.1 SOCCCD: Board of Trustees Meeting Minutes**

Approve minutes of a Regular Meeting held on March 28, 2016.

### **5.2 SOCCCD, Saddleback College and Irvine Valley College: Resolutions**

Lemar Momand, Student Trustee

Classified Employee Week

Mark Petersen, Classified Employee of the Year, Irvine Valley College

Rebecca Beck, Professor of the Year, Irvine Valley College  
Rocio Giraldez Betron, Associate Professor of the Year, Irvine Valley College  
Kathryn Kramer, Emeritus Professor of the Year, Irvine Valley College  
Irvine Valley College Model United Nations Team  
Irvine Valley College Speech and Debate Team

- 5.3 **Saddleback College: Curriculum Revisions for the 2016-2017 Academic Year**  
Approve the proposed curriculum changes and additions for the 2016-2017 academic year at Saddleback College.
- 5.4 **Saddleback College: Revision of Instructional Material Fees**  
Approve the Saddleback College revised instructional material fees in Math Science and Engineering courses for 2016-2017.
- 5.5 **SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 2 with Advance Beauty College and Amendment No. 1 with New America Beauty Education Corp., DBA Hair California Beauty Academy**  
Approve Saddleback College Amendment No. 2 with Advance Beauty College, and Amendment No. 1 with New America Beauty Education Corp., DBA Hair California Beauty Academy to renew the Cosmetology and Cosmetician (Esthetician) agreements term for the first one-year extension, beginning July 1, 2016 and ending June 30, 2017.
- 5.6 **SOCCCD: Saddleback College, PE Sewer Ejector Project, Award of Bid No. 2046, MMC, Inc.**  
Award Saddleback College Bid No. 2046, PE Sewer Ejector project and approve the agreement with MMC, Inc. of La Palma, CA, in the amount of \$274,000.
- 5.7 **Saddleback College: Student Travel Oxford Semester Abroad in Oxford, England from March 16, 2017 to May 19, 2017**  
Approve the Spring 2017 Saddleback College study abroad program: Oxford Semester Abroad in Oxford, England, as summarized in Exhibit B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the American Institute for Foreign Study (AIFS) for coordinating all travel agreements as shown in Exhibit C.
- 5.8 **Irvine Valley College: Curriculum Revisions for the 2016-2017 Academic Year**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2016-2017 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.9 **SOCCCD: Irvine Valley College, Emergency Phone/Mass Notification System Project, Award of Bid No. 317, The Amergroup, Inc.**  
Award Bid No. 317, Irvine Valley College Emergency Phone/Mass Notification

System project and approve the agreement with The Amergroup Inc. of Vista, CA, in the amount of \$287,000.

- 5.10 **SOCCCD: Saddleback College and Irvine Valley College, Bookstore Operations Services Agreements, Amendment No. 3, Follett Higher Education Group**  
Approve Amendment No. 3 to the Saddleback College and Irvine Valley College Bookstore Operations Services Agreements with Follett Higher Education Group, for the third of three one-year extensions, beginning July 1, 2016 and ending June 30, 2017.
- 5.11 **Saddleback College and Irvine Valley College: Speakers**  
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.12 **SOCCCD: Student Out of State Travel**  
Approve the college's student out-of-state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.
- 5.13 **SOCCCD: Budget Amendment: Adopt Resolution No. 16-11 to Amend FY 2015-2016 Adopted Budget**  
Adopt Resolution No. 16-11 to amend the FY 2015-2016 Adopted Budget.
- 5.14 **SOCCCD: Transfer of Budget Appropriations**  
Ratify the transfer of budget appropriations for the current reporting period ending March 31, 2016.
- 5.15 **SOCCCD: Purchase Orders and Checks**  
Ratify the purchase orders and checks as listed.
- 5.16 **SOCCCD: March 2016 Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Lease of Real Property, Amended and Restated Ground Lease between the FPA4 Promenade, LLC and SOCCCD**  
Approve the Amended and Restated Ground Lease and authorize the execution by staff of the accompanying Amended and Restated Ground Lease agreement between FPA4 Promenade, LLC and SOCCCD.
- 6.2 **SOCCCD: ATEP IVC First Building and Associated ATEP Utilities and Infrastructure Phase 1 Projects, Approval of Site Plans and Certification of CEQA Document Public Hearing**  
Open a public hearing and invite members of the public to present their comments with regard to the ATEP IVC First Building, and associated ATEP Utilities and Infrastructure Phase 1 projects to approve certification of the CEQA document, and to approve submission of the project Site Plans to

the City of Tustin for project approval.

- 6.3 **SOCCCD: ATEP California Environmental Quality Act (CEQA), April 2016, Adopt Resolution No.16-08, Certifying the Final CEQA Document for the ATEP IVC First Building and the Related ATEP Utilities and Infrastructure Phase 1 Projects**  
Adopt Resolution No. 16-08 certifying the CEQA document, including the initial study and addendum dated April 2016 for the ATEP IVC First Building and associated ATEP Utilities and Infrastructure Projects.
- 6.4 **SOCCCD: ATEP IVC First Building project, and ATEP Utilities and Infrastructure Phase 1 project, Approval of Site Plans, Adopt Resolution Nos. 16-09 and 16-10**  
Adopt Resolution No. 16-09, approve selected plans from the DSA plan submission as the Site Plan submittal for the ATEP IVC First Building project, adopt Resolution No. 16-10, and approve selected plans from the DSA plan submission as the Site Plan submittal for the associated ATEP Utilities and Infrastructure Phase 1 project.
- 6.5 **SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase II, Energy Service Contract Public Hearing**  
Open a public hearing and invite members of the public to present their comments with regard to the Energy Service Contract to replace the exterior lighting fixtures with new energy efficient LED fixtures and wireless controls at Saddleback College.
- 6.6 **SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase II Project, Adopt Resolution No. 16-07, Authorizing Entering into an Energy Service Contract**  
Adopt Resolution No. 16-07 to authorize entering into an Energy Service Contract for the Saddleback College Exterior Lighting and Controls Retrofit Phase II Project.
- 6.7 **SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase II Project, Award of Energy Service Contract, Anderson & Howard Electric, Inc.**  
Approve the Energy Service Agreement for the Saddleback College Exterior Lighting and Controls Retrofit Phase II project with Anderson & Howard Electric, Inc., in the amount of \$790,000.
- 6.8 **SOCCCD: Resolution 16-12 Supporting Assembly Bills 1721 and 1892 (Medina) for Community College Affordability and Cal Grant Reform**  
Adopt resolution to support Cal Grant Reform bills AB 1721 and 1892 to be forwarded to California Community Colleges Chancellor's Office.
- 6.9 **SOCCCD: Saddleback College, Sciences Building Project, Change Order No.4, C.W. Driver**  
Approve Board Change Order No. 4, for the Saddleback College Sciences

Building project and authorize staff to execute the corresponding change order with the contractor, resulting in an increase of \$126,063 in the total project cost and extend the project duration by 59 calendar days. The revised contract amount is \$55,671,696, and the project completion date is extended through May 31, 2016.

- 6.10 **SOCCCD: Board Policy Revision: BP- 2120 Institutional Planning, BP- 3450 Traffic and Parking Regulations, BP-5618 Credit by Examination – Specific Course Credit, BP-5610.1 Student Fees**  
Accept for review and study.

- 6.11 **SOCCCD: Board Policy Revision: BP- 4003 Employment of Relatives, BP-4310 Duties and Responsibilities of the Department/Academic Chair, BP-5320 Academic Renewal, BP-6135 Library User Fees**  
Approve board policies.

- 6.12 **SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/ Non-General Fund, Resignation/Retirement/Conclusion of Employment

- 6.13 **SOCCCD: Classified Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Authorization to Increase Hours on a Classified Position, Reorganization, Temporary Increase in Hours, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

- 6.14 **SOCCCD: 2016-2017 Full-time Faculty Hiring Amendments – Irvine Valley College and Saddleback College**  
Approve amendments to the IVC and SC full-time faculty hiring lists for 2016-2017.

- 6.15 **SOCCCD: Sabbatical Revision**  
Approve revision to a sabbatical project previously approved by the Board in January 2016.

## **7.0 REPORTS**

- 7.1 **Irvine Valley College: Professor of the Year**  
Irvine Valley College Professor of the Year nominee to be forwarded to the Orange County Department of Education,

- 7.2 **Saddleback College and Irvine Valley College: Speakers**  
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

- 7.3 **SOCCCD: Basic Aid Report**  
Report on projected receipts and approved projects.
- 7.4 **SOCCCD: Monthly Financial Status Report**  
The reports display the adopted budget, revised budget and transactions through March 31, 2016.
- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund**  
Report period ending March 31, 2016.
- 7.6 **SOCCCD: Quarterly Financial Status Report**  
Report from period ending March 31, 2016.
- 7.7 **SOCCCD: Facilities Plan Status Report**  
Status of current construction projects

## **8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

*Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to two minutes each.***

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

## **9.0 ADDITIONAL ITEMS**

**ADJOURNMENT** (or continuation of closed session if required): **9:00 P.M.**



## BOARD OF TRUSTEES REQUEST FOR REPORT

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the “Requests for Reports” section of the Board meeting agenda.

Date: 4-25-16

Trustee Name: Tim Jemal

**Specific Request for Report:** Please provide an update at the May 2016 Board meeting of Workday progress that has been made since the launch and plans to address the issues identified at the Trustee Listening Sessions. Include costs and how the procurement process was conducted.

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**Reason for Request** (Please be as detailed as possible and include what Board action may be taken as a result of the report. This will enable a more accurate estimation of the preparation time and that the response is appropriate):

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### **FOR INTERNAL STAFF PURPOSES**

Staff needed for report preparation:

Estimated time to prepare report:

Chancellor's comments:



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Minutes of the Board of Trustees Meeting  
**ACTION:** Approval

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Minutes from:

March 28, 2016 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
RONALD REAGAN BOARD OF TRUSTEES ROOM - RM 145  
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE BOARD OF TRUSTEES' MEETING  
March 28, 2016**

**PRESENT**

**Members of the Board of Trustees:**

Timothy Jemal, President  
James R. Wright, Vice President  
David B. Lang, Clerk  
Barbara J. Jay, Member  
Marcia Milchiker, Member  
T.J. Prendergast, III, Member  
Terri Whitt, Member  
Lemar Momand, Student Member

**Administrative Officers:**

Gary Poertner, Chancellor  
Robert Bramucci, Vice Chancellor, Technology and Learning Services  
David Bugay, Vice Chancellor, Human Resources  
Tod Burnett, President Saddleback College  
Debra Fitzsimons, Vice Chancellor, Business Services  
Glenn Roquemore, President Irvine Valley College

**CALL TO ORDER: 5:00 P.M.**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

1.2 Public Comments

*Members of the public may address the Board on items listed to be discussed in **closed session**. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to two minutes each.***

**RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)(1 matter)
  - A. Public Employee Employment, Discipline, Dismissal, Release (Government Code Section 54957(b).)(1 matter)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
  - A. California School Employees Association (CSEA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
  - B. Police Officers Association (POA)  
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (Government Code Section 54956.8)(1 matter)
  - A. Exchange of Property by District: Portion of Advanced Technology Education Park: County of Orange, 15445 Lansdowne Road, Tustin  
Agency Designated Negotiator: Debra Fitzsimons, Ph.D. regarding terms of an exchange of land.
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9 (1 case))
  - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

**RECONVENE OPEN SESSION: 6:30 P.M.**

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

**2.2 Invocation**

Led by Trustee David Lang

**2.3 Pledge of Allegiance**

Led by Trustee Marcia Milchiker

**2.4 Public Comments**

*Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please complete a yellow form entitled, "Request to Speak" and submit it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to up to two minutes each.***

**3.0 REPORTS**

**3.1 Oral Reports: *Speakers are limited to up to two minutes each.***

- A. Board Reports
- B. Chancellor's Report

- C. College Presidents' Reports (*Written Reports included in Section 8.0*)
- D. Associated Student Government Reports
- E. Board Request(s) for Reports

**4.0 DISCUSSION ITEMS**

- 4.1 None

**5.0 CONSENT CALENDAR ITEMS**

*All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.*

Trustee Wright requested to pull item 5.2 for separate discussion/action.

On a motion made by Trustee Prendergast and seconded by Trustee Lang, the balance of the consent calendar was approved on a 7-0 vote.

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**  
Approve minutes of a Regular Meeting held on February 22, 2016.
- 5.2 **Irvine Valley College: Curriculum Revisions for the 2016-2017 Academic Year**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2016-2017 academic year, pursuant to Title 5, Section 53200 et seq.

A corrected exhibit will be submitted at the next board meeting.

On a motion made by Trustee Prendergast and seconded by Trustee Whitt, the board unanimously voted to table this item and bring forward at the next board meeting.

- 5.3 **SOCCCD: Irvine Valley College Liberal Arts Project, Use of Multiple Award Contract for Furniture Purchases, Kimball International Marketing, Inc.**  
Approve the use of the Kimball International Marketing, Inc. CMAS contract 4-11-71-0031F for furniture purchases. This approval applies to purchases made within the term of the contract and is contingent upon verification of the availability of funds for each purchase.
- 5.4 **Saddleback College: Study Abroad Program to Madrid, Santander, and Barcelona Spain from July 1, 2016 to August 1, 2016**  
Approve the Saddleback College study abroad program: Spanish Culture and Art in Madrid, Santander, and Barcelona Spain from July 1, 2016 to August 1, 2016, as summarized in EXHIBIT B, and authorizes the administration to execute the Education Tour Field Study Travel Contractor Agreement with

Travel and Education for coordinating all travel agreements in EXHIBIT C.

- 5.5 **Saddleback College: Student Travel, Study Abroad Program to Florence, Italy, from July 1, 2016 to July 16, 2016**  
Approve the Saddleback College study abroad program: Italian Cuisine Studies in Florence, Italy from July 1, 2016 to July 16, 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.
- 5.6 **Saddleback College: Student Travel, Study Abroad Program to Florence, Italy, from June 17, 2016 to July 16, 2016**  
Approve the Saddleback College study abroad program: Italian Language Studies in Florence, Italy from June 16, 2016 to July 16, 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in EXHIBIT C.
- 5.7 **SOCCCD: Saddleback College, Storage Buildings Project, Award of Bid No. 2045, RT Contractor Corporation**  
Award Bid No. 2045, Saddleback College Storage Buildings project and approve the agreement with RT Contractor Corporation of Garden Grove, CA, in the amount of \$117,000.
- 5.8 **Saddleback College: Curriculum Revisions for the 2016-17 Academic Year**  
Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.
- 5.9 **Saddleback College and Irvine Valley College: Community Education, Summer 2016**  
Approve Community Education courses, presenters, and compensation for Summer Session 2016.
- 5.10 **Saddleback College and Irvine Valley College: Speakers**  
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.11 **SOCCCD: Trustees' Requests for Attending Conferences**  
Approve trustees' requests for attending conference(s).
- 5.12 **SOCCCD: Agreement for Specialized Legal Services, Walsh & Associates, APC**  
Approve the specialized legal services agreement with Walsh & Associates, APC.
- 5.13 **SOCCCD: Budget Amendment: Adopt Resolution No. 16-06 to Amend FY 2015-2016 Adopted Budget**

Adopt Resolution No. 16-06 to amend the FY 2015-2016 Adopted Budget.

- 5.14 **SOCCCD: Transfer of Budget Appropriations**  
Ratify the transfer of budget appropriations for the current reporting period ending February 29, 2016
- 5.15 **SOCCCD: Purchase Orders and Checks**  
Ratify the purchase orders and checks as listed.
- 5.16 **SOCCCD: February 2016 Change Orders / Amendments**  
Ratify change orders and amendments as listed.
- 5.17 **SOCCCD: February 2016 Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Emergency Operations Plan**  
Accept for review and study the proposed the SOCCCD Emergency Operations Plan.

On a motion made by Trustee Prendergast and seconded by Trustee Wright, this item was approved on a 7-0 vote.

- 6.2 **SOCCCD: CCCT Board of Directors Election 2016**  
Recommendation for SOCCCD board members to nominate eight candidates to the CCCT Board of Directors.

The SOCCCD Board of Trustees nominated five candidates for the CCCT Board of Directors. The names of the candidates are: Susan M. Keith of Citrus CCD, Linda S. Wah of Pasadena Area CCD, Loren Steck of Monterey CCD, T.J. Prendergast, III of South Orange County CCD, and Kenneth A. Brown of El Camino CCD.

On a motion made by Trustee Wright and seconded Milchiker, this item was approved on a 6-0 vote with Trustee Prendergast abstaining.

- 6.3 **SOCCCD: Irvine Valley College (IVC) Barranca Entrance Project, Advanced Technology and Education Park (ATEP), IVC First Building Project, and ATEP Utilities and Infrastructure Project, Phase I; Construction Management Services, Balfour Beatty Construction, LLC**  
Approve the construction management services agreement with Balfour Beatty Construction, LLC for the IVC Barranca Entrance, the ATEP IVC First Building and adjacent parking lot, and the ATEP Utilities and Infrastructure, Phase I projects, for a not to exceed amount of \$1,151,310.

A new Exhibit A was presented to the board. The original Exhibit A was renamed Exhibit B. Both exhibits will be incorporated as part of the item on

the district website.

On a motion made by Turstee Prendergast and seconded by Trustee Milchiker, this item was approved on a 7-0 vote.

**6.4 SOCCCD: Saddleback College, Sciences Building Project, Change Order No.3, C. W. Driver**

Approve Board Change Order No. 3 for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with the contractor resulting in an increase of \$665,512 in the total project cost, for a revised contract amount of \$55,545,633.

On a motion made by Trustee Wright and seconded by Trustee Jay, this item was approved on a 7-0 vote.

**6.5 SOCCCD: Saddleback College Technology and Applied Science Swing Space Project, Change Order No. 5, Solpac Construction, Inc. (dba Soltek Pacific Construction Company)**

Approve Board Change Order No. 5 in the amount of \$292,451 with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science Building Swing Space project, for a total contract amount of \$7,393,824.

On a motion made by Trustee Wright and seconded by Trustee Jay, this item was approved on a 7-0 vote.

**6.6 SOCCCD: Equipment and Cloud Software as a Service (SaaS), Meridian IT, Inc.**

Approve the use of the listed CMAS contract, 3-15-70-3035B, for equipment and Cloud Software as a Service from Barracuda Networks through Meridian IT, Inc. Total costs for the project will not exceed \$500,000 and is contingent upon verification of the availability of funds for each purchase.

On a motion made by Trustee Prendergast and seconded by Trustee Jay, this item was approved on a 7-0 vote.

**6.7 SOCCCD: Computer Equipment and Related Devices, HP Inc. and Hewlett Packard Enterprise**

Approve contracting with Hewlett Packard Enterprise for servers and storage, and HP Inc. for the purchase of computers, laptops and tablets, pursuant to the Master Price Agreement Nos. MNNVP-134 and MNNVP-133, awarded by the state of Minnesota and approved for use in the state of California through Participating Addendum No.7-15-70-34-001. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

On a motion made by Trustee Lang and seconded by Trustee Milchiker, this item was approved on a 7-0 vote.

- 6.8 **SOCCCD: Authorization to Join the California Public Entity Pension Stabilization Trust for STRS & PERS Pension Rate Increase**  
Approval of the California Public Entity Pension Stabilization Trust (PST) agreement and the member agreement for the purposes of joining PST and investing the funds for the PERS and STRS rate increases assigned from basic aid at its February 22, 2016 board meeting.

On a motion made by Trustee Milchiker and seconded by Trustee Lang, this item was approved on a 7-0 vote.

- 6.9 **SOCCCD: Board Policy Revision: BP- 4003 Employment of Relatives, BP-4310 Duties and Responsibilities of the Department/Academic Chair, BP-5320 Academic Renewal, BP-6135 Library User Fees, BP-5610.1 Student Fees**  
Accept for review and study.

BP 5610.1 was inadvertently omitted from the item and will be presented at the next board meeting.

On a motion made by Trustee Lang and seconded by Trustee Prendergast, this item was approved on a 7-0 vote.

- 6.10 **SOCCCD: Board Policy Revision: BP-2100 Delegation of Authority to the Chancellor, BP-3200.1 Contracts, BP-3200 Purchasing and Contracts, BP-4006 Medical Examination, Communicable Disease, and Tuberculosis Testing, BP-4007 Health Examinations, BP-4161 Professional Development and Growth, BP-4215 Student Employment, BP-4306 Calendar, Committees, BP-6180 Career and Technical Educational Program Advisory**  
Accept for discussion and approval.

On a motion made by Trustee Prendergast and seconded by Trustee Wright, this item was approved on a 7-0 vote.

- 6.11 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**  
Authorize payment to Trustee Wright who was absent from the board meeting on February 22, 2016.

On a motion made by Trustee Lang and seconded by Trustee Milchiker, this item was approved on a 6-0 vote with Trustee Wright abstaining.

- 6.12 **SOCCCD: Academic Personnel Actions – Regular Items**  
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.



On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a 7-0 vote.

**6.13 SOCCCD: Classified Personnel Actions – Regular Items**

Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce Classified Position, Authorization to Create New Job Classifications, Reorganization, Authorization to Increase Hours on a Classified Position, Temporary Increase in Hours, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

On a motion made by Trustee Milchiker and seconded by Trustee Lang, this item was approved on a 7-0 vote.

**6.14 SOCCCD: 2015-2016 Full-time Faculty Hiring Amendment – Irvine Valley College**

Approve amendment to the IVC Full-Time Faculty Hiring List for 2015-2016.

On a motion made by Trustee Wright and seconded by Trustee Prendergast, this item was approved on a 7-0 vote.

**6.15 SOCCCD: 2016-2017 Full-time Faculty Hiring Amendment – Saddleback College**

Approve amendment to the SC Full-Time Faculty Hiring List for 2016-2017.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote.

**7.0 REPORTS**

**7.1 Saddleback College and Irvine Valley College: Speakers**

A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

**7.2 SOCCCD: Basic Aid Report**

Report on projected receipts and approved projects.

**7.3 SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through February 29, 2016.

**7.4 SOCCCD: Retiree (OPEB) Trust Fund**

Report from period ending February 29, 2016.

**7.5 SOCCCD: Quarterly Investment Report**

As of the quarter ending on December 31, 2015.

7.6 **SOCCCD: Facilities Plan Status Report -**  
Status of current construction projects

**8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

*Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to two minutes each.***

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

**9.0 ADDITIONAL ITEMS**

**ADJOURNMENT** (or continuation of closed session if required): **9:00 P.M.**

The meeting was adjourned at 8:05 p.m.

  
\_\_\_\_\_  
Gary L. Poertner, Secretary

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Resolutions  
**ACTION:** Approval

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Board Resolutions are presented as a formal recognition by the board honoring extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. The honorees will accept their board resolution and will be recognized for their achievement at their respective college campus.

There are eight resolutions being submitted to the board for approval this month.

- Lemar Momand, Student Trustee
- Classified School Employee Week
- Mark Petersen, Irvine Valley College Classified Employee Outstanding Service Award for 2015-2016
- Rebecca Beck, Irvine Valley College 2016-2017 Full-time Professor of the Year
- Rocio Giráldez Betrón, Irvine Valley College 2016-2017 Part-time Professor of the Year
- Kathryn Kramer, Irvine Valley College 2016-2017 Emeritus Professor of the Year
- Irvine Valley College Model United Nations Team
- Irvine Valley College Speech and Debate Team

# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## LEMAR MOMAND STUDENT TRUSTEE

*W*hereas, Lemar Momand served as the elected Student Member of the South Orange County Community College District Board of Trustees for the 2015-2016 Academic Year; and

*W*hereas, Lemar Momand actively represented more than 42,000 students each semester from Saddleback College, Irvine Valley College and the Advanced Technology & Education Park; and

*W*hereas, Lemar Momand took a keen interest in advocating for improvements that students care about, such as expanding hours for the Learning Resource Center; increasing WIFI access across the campuses; and improving the Cafeteria experience; and

*W*hereas, Lemar Momand provided an active and meaningful conduit for all students, meeting regularly with the Board of Trustees, the Chancellor, College Presidents, and Saddleback College and Irvine Valley College student governments, ensuring that the student voice be considered and recognized as an integral part of District governance; and

*W*hereas, Lemar Momand was prepared for board meetings with input from the student governments and strived to ask thoughtful questions on behalf of the student bodies; therefore,

*B*e it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby commend and congratulate Lemar Momand for his outstanding service as Student Trustee for the 2015-2016 Academic Year and wish him well in his educational and career endeavors.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

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Gary L. Poertner, Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## CLASSIFIED SCHOOL EMPLOYEE WEEK

**W**hereas, Classified School Employees provide valuable skills, services, and support to students, faculty, administrators, and staff of the South Orange County Community College District; and

**W**hereas, Classified School Employees contribute significantly to the establishment and promotion of a positive and supportive instructional and learning environment to facilitate student success; and

**W**hereas, Classified School Employees play an important and vital role in providing for the health, welfare and safety of the South Orange County Community College District students and staff; and

**W**hereas, Classified School Employees strive for excellence in all areas relative to the educational community and serve as a valued resource and guide for students of Saddleback College, Irvine Valley College and the Advanced Technology & Education Park; therefore,

**B**e it resolved that the Board of Trustees and Chancellor of the South Orange County Community College District do hereby recognize, honor and appreciate the many contributions of the Classified Employees to quality education in California and in our District and declare the week of May 15<sup>th</sup> to 21<sup>st</sup>, 2016 as *Classified School Employee Week*.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

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Lemar Momand, Student Member

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Gary L. Poertner, Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

MARK PETERSEN  
Irvine Valley College

## Classified Employee Outstanding Service Award for 2015-2016

*W*hereas, Mark Petersen is a Senior Technician in the Music Department at Irvine Valley College who exemplifies all the qualities of an employee who consistently and without fail goes way above and beyond his normal job responsibilities; and

*W*hereas, Mark Petersen is inordinately skilled at looking at the “big picture” of an event, large or small, and adroitly scheduling staff call times for the event and assigning their duties, always keeping his cool and resolving problems quickly, properly and professionally; and

*W*hereas, Mark Petersen has actively served on a number of important campus shared governance committees charged with making essential budgetary, as well as operational and human resources decisions; and

*W*hereas, Mark Petersen willingly lends his advice, skills and physical assistance whenever called on by his own and other campus departments; and

*W*hereas, Mark Petersen is a true professional, merging his skill set with a sincere sense of responsibility for Irvine Valley music students’ success, who truly benefit from his involvement with all aspects of music activities on our campus; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Mark Petersen for his outstanding service and bestow upon him the Irvine Valley College Classified Employee Outstanding Service Award for 2015-2016.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

\_\_\_\_\_  
Lemar Momand, Student Member

\_\_\_\_\_  
Gary L. Poertner, Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## REBECCA BECK

### Irvine Valley College 2016-2017 Full-Time Professor of the Year

*W*hereas, Rebecca Beck, an assistant professor in the ESL Department who has taught at Irvine Valley College since 2010, is an accomplished, knowledgeable and dedicated teacher with an MSc in TESOL and a BA in English; and

*W*hereas, Rebecca Beck is well-organized, expressive and engaging, with a delightful sense of humor tempered by a professional, no-nonsense attitude, keeping a perfect balance in class of responding to comments and questions from students while staying focused and on task; and

*W*hereas, Rebecca Beck creates a warm, comfortable and encouraging learning atmosphere in her classroom, giving clear feedback to student questions and comments while staying empathetic and attuned to her students' individual needs and learning styles; and

*W*hereas, Rebecca Beck has the gift to inspire and motivate her students, as well as the skills and creativity to develop lessons, activities and strategies to guide them in their learning so that they achieve the goals and objectives of the course; and

*W*hereas, Rebecca Beck's enthusiasm for teaching is infectious, highly motivating her students to stay involved throughout the class, both in their own group tasks, but also in responding to the presentations and comments of their classmates; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Rebecca Beck for her outstanding dedication and well-deserved recognition by students and faculty as the Irvine Valley College 2016-2017 Full-time Professor of the Year.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

\_\_\_\_\_  
Lemar Momand, Student Member

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Gary L. Poertner, Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## ROCIO GIRÁLDEZ BETRÓN

### Irvine Valley College 2016-2017 Part-Time Professor of the Year

*W*hereas, Rocio Giráldez Betrón inspires others to learn Spanish through her contagious enthusiasm and professional demeanor, always coming to class with a friendly and cheerful disposition; and

*W*hereas, Rocio Giráldez Betrón exercises a wonderfully balanced combination of tact and firmness in enforcing class standards and attendance that command the respect of her students, setting forth the goals, objectives and expected student learning outcomes of her class and characterizing its syllabus as a legal contract between student and teacher; and

*W*hereas, Rocio Giráldez Betrón's professional credentials are impressive, having taught for over 12 years and obtained two master's degrees and a PhD in literature, as well as volunteering as a medical Spanish instructor and translator and organizing Spanish/Persian dance classes in San Diego; and

*W*hereas, Rocio Giráldez Betrón encourages outstanding performances by her students, for example, in her hybrid class responding to every online student post in a positive, upbeat manner; and

*W*hereas, Rocio Giráldez Betrón is dedicated to helping her students learn Spanish, providing encouragement even when no response is expected; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Rocio Giráldez Betrón for her outstanding dedication and well-deserved recognition by students and faculty as the Irvine Valley College 2016-2017 Part-time Professor of the Year.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

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Lemar Momand, Student Member

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Gary L. Poertner, Chancellor





# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## KATHRYN KRAMER

### Irvine Valley College 2016-2017 Emeritus Professor of the Year

*W*hereas, Kathryn Kramer has taught English 435: Film Genres for the Irvine Valley College Emeritus Institute for the past fourteen years, garnering accolades from student and community members alike for her unique and changing class focus each semester; and

*W*hereas, Kathryn Kramer is a writer with a BA and MFA and the author of dozens of short stories, poems and novels, who was awarded the NEA/American Institute of Film Independent Filmmaker Prize for her screenplay “Mara;” and

*W*hereas, Kathryn Kramer’s enthusiasm for and knowledge of her subject has broadened her students’ understanding of film techniques, thus allowing them to see elements of plot, acting, symbolism and directing in a more critical way that enhances all the films they see; and

*W*hereas, Kathryn Kramer challenges senior learners to look deeper into the medium of film, encouraging the sharing of emotions and reactions to films many of her students would not ordinarily choose to experience; and

*W*hereas, Kathryn Kramer enriches the lives of her students by stretching their minds, challenging them to look deeper and more critically into the medium, while at the same time providing a class that is fun, fresh and highly enjoyable; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate Kathryn Kramer for her outstanding dedication and well-deserved recognition by students and faculty as the Irvine Valley College 2016-2017 Emeritus Professor of the Year.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

\_\_\_\_\_  
Lemar Momand, Student Member

\_\_\_\_\_  
Gary L. Poertner, Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## MODEL UNITED NATIONS TEAM 2015 – 2016 National Model United Nations

*W*hereas, the Irvine Valley College Model United Nations team competed in the National Model United Nations – Washington, D.C. and New York conferences, the largest and most prestigious MUN conferences; and

*W*hereas, the Irvine Valley College MUN team received the top team award–Outstanding Delegation–at both conferences, thereby securing their fourth and fifth consecutive top awards respectively; and

*W*hereas, the team also took away four research awards and one committee award for individual performances on the United Nations Environmental Programme, the United Nations High Commissioner for Refugees, the United Nations Educational, Scientific, and Cultural Organization, the General Assembly Second Committee, and the Human Rights Council; and

*W*hereas, Timothy Hunt, Rachel Mucho, John Paul Sayre, and Quannie Tsang were selected by NMUN staff to serve as committee chairs for the United Nations Environmental Programme, United Nations Human Settlement Programme, the Economic Commission for Latin America and the Caribbean, and the United Nations General Assembly Second Committee; and

*W*hereas, the team was coached by the dedicated IVC MUN Coaching Staff which consisted of Cale Cramer and Shirin Sahani; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate the 2015 – 2016 Irvine Valley College Model United Nations Team and their advisors for an outstanding championship season and excellent representation of Irvine Valley College.

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

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Terri Whitt, Member

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Lemar Momand, Student Member

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Gary L. Poertner, Chancellor



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

APRIL 25, 2016

## SPEECH AND DEBATE TEAM 2016 National Debate Champions

*W*hereas, the Irvine Valley College Debate Squad won the National Parliamentary Debate Association Year-long Sweepstakes Award as the top community college at the National Championships held at California State University, Long Beach on March 19-21, 2016, thereby securing their fifth consecutive national title and their twelfth championships since 2000; and

*W*hereas, the team points with the National Parliamentary Debate Association placed Irvine Valley College as fifth in the nation among all two and four year schools; and

*W*hereas, the team had over 100 students competing throughout the season and with eight students named to the Pacific Southwest Collegiate Forensics Association All-Conference Academic Team; and

*W*hereas, the team was coached by the dedicated IVC Forensics Coaching Staff which consisted of Edwin Tiongson, Gary Rybold, Julianna French, Bill Neesen, Jen Page, Willie Washington, Eric Garcia, Nick Matthews, Jacee Cantler, Kristina Reitveld, and Nichole Barta; and

*W*hereas, the IVC Forensics Team hosted the 2016 Phi Rho Pi National Championships and the IVC Department of Communication Studies was chosen as a Model Communication Program by the Western States Communication Association; therefore,

*B*e it resolved that the Board of Trustees and the Chancellor of the South Orange County Community College District do hereby commend and congratulate the 2015-2016 Irvine Valley College Speech and Debate Team and their coaches for their outstanding championship season and excellent representation of Irvine Valley College.

\_\_\_\_\_  
Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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T.J. Prendergast, Member

\_\_\_\_\_  
Terri Whitt, Member

\_\_\_\_\_  
Lemar Momand, Student Member

\_\_\_\_\_  
Gary L. Poertner, Chancellor



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner  
**RE:** Saddleback College: Curriculum Revisions for the 2016-17 Academic Year  
**ACTION:** Approval

---

**BACKGROUND**

Saddleback College's Curriculum Committee and Academic Senate review and approve the curriculum on a regular basis. Subsequently, the curriculum is recommended to the college president or designee for approval.

**STATUS**

Saddleback College proposes new/revisions to the curriculum of the College. Exhibit A includes revisions to a course and new courses for academic year 2016-17. The revisions to the curriculum are recommended by the Curriculum Committee and include collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Sections 53200 et seq.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College as listed in Exhibit A.

**SADDLEBACK COLLEGE**  
**PROPOSED CURRICULUM REVISIONS**  
**ACADEMIC YEAR 2016-2017**

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
BS	BUS 695	405128.00	WORKPLACE SUCCESS SKILLS	nc, 1 unit/1 hr lec/0 hr lab/0 hr lrng cntr, non-repeatable
LA	ENG 677	405126.00	INTRODUCTION TO SHAKESPEARE	nc, prereq <b>Eligibility for ENG 1A</b> , 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
SBS	SOC 199	405127.00	FOOD AND SOCIETY	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
SBS	HIST 664	1000206.00	JAPANESE POPULAR CULTURE	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner  
**RE:** Saddleback College: Revision of Instructional Material Fees  
**ACTION:** Approval

---

**BACKGROUND**

The Board of Trustees annually approves changes in instructional material/laboratory fees. Such fees are charged, in compliance with the California Education Code and state regulations, in order to support the cost of specialized materials, supplies, and activities of various types of instruction. Proceeds from the fees are utilized to support the instructional costs for which they are collected.

**STATUS**

The material fees listed on Exhibit A were not included on the 2016-2017 Revised Laboratory Fees submitted annually to the Board for approval on December 14, 2015.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approves the Saddleback College revised Instructional Material Fees in Math Science and Engineering courses for 2016/2017.

**SADDLEBACK COLLEGE**  
**2016-2017 Revised Laboratory Fees**

<b>Course</b>	<b>Cat. I.D.</b>	<b>Title</b>	<b>Fee Current</b>	<b>Fee Proposed</b>	<b>Purpose</b>
<b><u>COMM. ED., EMERITUS INSTITUTE &amp; K-12 PARTNERSHIPS</u></b>					
ART 31XA	970577.00	Beginning Intarsia	-0-	10.00	Supplies for Cutting Gems
ART 31XB	970579.00	Intermediate Intarsia	-0-	10.00	Supplies for Cutting Gems
ART 61XA	972250.00	Beginning Lapidary	-0-	10.00	Supplies for Cutting Gems
ART 61XB	972545.00	Intermediate Lapidary	-0-	10.00	Supplies for Cutting Gems
<b><u>MATH SCIENCE AND ENGINEERING</u></b>					
GEOL 600	542063.00	Geology of the Southern Colorado Plateau	-0-	175.00	Food, Camping Fees & Supplies
GEOL 601	542062.00	Geology of the Northern Colorado Plateau	-0-	175.00	Food, Camping Fees & Supplies

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreement, Amendment No. 2 with Advance Beauty College and Amendment No. 1 with New America Beauty Education Corp., DBA Hair California Beauty Academy

**ACTION:** Approval

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### **BACKGROUND**

California Education Code and Title 5 of the Administrative Code provide that the Board of Trustees may contract with a private post secondary school to deliver vocational education instruction. For the past thirty years, the District has contracted with local beauty colleges to provide instruction in the Saddleback College Cosmetology and Cosmetician (Esthetician) programs.

On June 23, 2014, the Board of Trustees approved agreements with Advance Beauty College and New America Beauty Education Corp., DBA Hair California Beauty Academy through June 30, 2016, with options to renew for three additional one year terms for Cosmetology and Cosmetician (Esthetician) Education Services at Saddleback College. On October 26, 2015, the Board of Trustees approved Amendment No. 1 with Advance Beauty College increasing the hourly rate to \$5.00.

### **STATUS**

Saddleback College requested the District renew the Cosmetology and Cosmetician contracts for both Advance Beauty College (EXHIBITS A and B), and Hair California Beauty Academy (EXHIBITS C and D), for the first one-year extension, beginning July 1, 2016 and ending June 30, 2017.

Funds are available in the college's general fund budget to address an annual total cost for both vendor contracts estimated at \$900,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Saddleback College Amendment No. 2 with Advance Beauty College (EXHIBIT A and B), and Amendment No. 1 with New America Beauty Education Corp., DBA Hair California Beauty Academy (EXHIBIT C and D), to renew the Cosmetology and Cosmetician (Esthetician) agreements term for the first one-year extension, beginning July 1, 2016 and ending June 30, 2017.



**AMENDMENT NO. 2**  
**TO VOCATIONAL COSMETOLOGY EDUCATION SERVICES CONTRACT**  
**FOR SADDLEBACK COLLEGE**  
**April 25, 2016**

**THIS AMENDMENT** shall modify the original agreement executed July 1, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Advance Beauty College located at 23533 McIntyre Street, Laguna Hills, CA 92653 (949) 951-8883, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 4 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

**WHEREAS**, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for one year; and

**WHEREAS**, CONTRACTOR is able and willing to extend the term of the agreement for one year;

**WHEREAS**, both parties agreed to an increase to \$5.00 for each hour of approved student attendance in Amendment No. 1,

**NOW, THEREFORE**, the parties agree to modify the original contract as follows:

1. Article 4 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2017, under the same terms and conditions as the original agreement and Amendment No. 1.

**IN WITNESS HEREOF**, the Parties have executed this amendment as of the date set forth above.

"DISTRICT"  
South Orange Community College District

"CONTRACTOR"  
Advance Beauty College

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons,  
Vice Chancellor, Business Services

By: \_\_\_\_\_  
Linh Nguyen  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 2**  
**TO VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES CONTRACT**  
**FOR SADDLEBACK COLLEGE**  
**April 25, 2016**

**THIS AMENDMENT** shall modify the original agreement executed July 1, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and Advance Beauty College located at 25322 McIntyre Street, Laguna Hills, CA 92653 (949) 951-8883, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 4 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

**WHEREAS**, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for one year; and

**WHEREAS**, CONTRACTOR is able and willing to extend the term of the agreement for one year;

**WHEREAS**, both parties agreed to an increase to \$5.00 for each hour of approved student attendance in Amendment No. 1,

**NOW, THEREFORE**, the parties agree to modify the original contract as follows:

1. Article 4 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2017, under the same terms and conditions as the original agreement and Amendment No. 1.

**IN WITNESS HEREOF**, the Parties have executed this amendment as of the date set forth above.

"DISTRICT"  
South Orange Community College District

"CONTRACTOR"  
Advance Beauty College

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons,  
Vice Chancellor, Business Services

By: \_\_\_\_\_  
Linh Nguyen  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 1**  
**TO VOCATIONAL COSMETOLOGY EDUCATION SERVICES CONTRACT**  
**FOR SADDLEBACK COLLEGE**  
**April 25, 2016**

**THIS AMENDMENT** shall modify the original agreement executed July 1, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and New America Beauty Education Corp., DBA Hair California Beauty Academy located at 1110 North Tustin, Orange, CA, 92867, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 4 of the original contract establishes that after the original expiration date there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

**WHEREAS**, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for one year; and

**WHEREAS**, CONTRACTOR is able and willing to extend the term of the agreement for one year;

**NOW, THEREFORE**, the parties agree to modify the original contract as follows;

1. Article 4 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2017, under the same terms and conditions as the original agreement.

**IN WITNESS HEREOF**, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"  
South Orange Community College District

"CONTRACTOR"  
New America Beauty Education Corp.  
DBA Hair California Beauty Academy

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons,  
Vice Chancellor, Business Services

By: \_\_\_\_\_  
Thanh Mai Tran  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT NO. 1**  
**TO VOCATIONAL COSMETICIAN (ESTHETICIAN) EDUCATION SERVICES CONTRACT**  
**FOR SADDLEBACK COLLEGE**  
**April 25, 2016**

**THIS AMENDMENT** shall modify the original agreement executed July 1, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and New America Beauty Education Corp., DBA Hair California Beauty Academy located at 1110 North Tustin, Orange, CA, 92867, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 4 of the original contract establishes that, after the original expiration date, there shall be an option for renewal, under the same terms and conditions, for three additional one-year periods; and

**WHEREAS**, SADDLEBACK COLLEGE has requested that the DISTRICT renew the agreement for one year; and

**WHEREAS**, CONTRACTOR is able and willing to extend the term of the agreement for one year;

**NOW, THEREFORE**, the parties agree to modify the original contract as follows;

1. Article 4 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2016, under the same terms and conditions as the original agreement.

**IN WITNESS HEREOF**, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"  
South Orange Community College District

"CONTRACTOR"  
New American Beauty Education Corp.,  
DBA Hair California Beauty Academy

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons,  
Vice Chancellor, Business Services

By: \_\_\_\_\_  
Thanh Mai Tran  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Saddleback College, PE Sewer Ejector Project, Award of Bid No. 2046, MMC, Inc.

**ACTION:** Approval

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**BACKGROUND**

The Saddleback College sewer ejector system located at the physical education complex requires extensive repairs to maintain a fully operational system. The system functions as one of the main components of the sewage system by pumping the sewage into the main line on campus.

**STATUS**

On February 23, 2016 and March 1, 2016, SOCCCD ran newspaper advertisements requesting bids for the PE Sewer Ejector Project. The request for bids was also posted on the District web site. On March 2, 2016, six bidders attended the mandatory job walk. Two bids were received on March 15, 2016. The lowest responsive, responsible bid meeting all specification requirements was submitted by MMC, Inc., La Palma, CA, in the amount of \$274,000 (EXHIBIT A). Saddleback College staff has reviewed the bids and recommends approval.

Funds are available in the Saddleback College General Fund.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees award Saddleback College Bid No. 2046, PE Sewer Ejector project and approve the agreement (EXHIBIT B) with MMC, Inc. of La Palma, CA, in the amount of \$274,000.

**Bid No. 2046  
PE Sewer Ejector Project  
Saddleback College**

**April 25, 2016**

**CONTRACTORS**

**AMOUNT**

<b>*MMC, Inc. La Palma, CA</b>	<b>\$274,000</b>
<b>Atom Engineering Construction, Inc. Hemet, CA</b>	<b>\$287,962</b>

**\*RECOMMENDED AWARD**

**AGREEMENT – CONSTRUCTION SERVICES, PE SEWER EJECTOR PROJECT, SADDLEBACK COLLEGE**

THIS AGREEMENT, dated the 25<sup>th</sup> day of April, 2016, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and MMC, Inc., 5901 Fresca Drive, La Palma, CA 90623, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as PE Sewer Ejector Project according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke-Free Workplace Certification, No Gift Policy Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Two hundred seventy four thousand Dollars (\$274,000).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within one hundred twenty (120) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars(\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. **Termination for Cause or Non-appropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. **Hold Harmless and Indemnification.** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:



(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries  
including accidental death, to any one

person in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
and	
Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

**Waiver of Subrogation**

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

**Additional Insured Endorsement Requirements.**

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such

insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Jagat S. Mehta, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

“DISTRICT”

South Orange County Community College District

By: \_\_\_\_\_

Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

Date: \_\_\_\_\_

“CONTRACTOR”

MMC, Inc.

By: \_\_\_\_\_

Jagat S. Mehta  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR’S License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

**FROM:** Gary L. Poertner

**RE:** Saddleback College: Student Travel Oxford Semester Abroad in Oxford, England from March 16, 2017 to May 19, 2017

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course-work in conjunction with cultural travel experiences. The college has conducted very successful study abroad programs during spring sessions in Oxford, England. Study abroad programs are authorized under Education Code 72640.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program, Oxford Semester in Oxford, England, during the spring 2017 sessions from March 16, 2017 to May 19, 2017. The program will be organized and arranged by American Institute for Foreign Study (AIFS) for a fee, which includes airfare, of \$6,295 per student at a cost of \$96.84 per day for 20 to 24 students, \$6,115 per student at a cost of \$94 per day for 25 or more students. The details of the program are summarized in the Narrative in EXHIBIT A and the Study Abroad Program Information Summary in Exhibit B. The required Educational Tour/Field of Study Contractor Agreement is provided in EXHIBIT C, which include evidence of liability insurance of not less than \$5,000. The proposal from AIFS is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not include England. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program for the Oxford Semester Abroad in Oxford, England, for March 16, 2017 to May 19, 2017, as summarized in Exhibit B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the American Institute for Foreign Study (AIFS) for coordinating all travel agreements as shown in Exhibit C.

**Item Submitted By:** Dr. Tod A. Burnett, *President*  
Dr. Debra L. Fitzsimons, *Vice Chancellor, Business Services.*

Study Abroad Narrative  
Oxford, England  
Spring 2017

Saddleback College has offered the Oxford, England Study Abroad Program for more than twenty consecutive years. In spring 2017, a group of 20 or more students will study English literature, Shakespeare's Tragedies, and the Humanities from March 17 through May 18. Twenty-five students participated in spring 2016. The faculty advisor will accompany the students on their arrival flight, March 16, 2017, as well as the duration of the program in Oxford, returning March 19, 2017.

Students will enroll in a minimum of 12.0 units of Saddleback College courses. 3 of the 12 units will be taken at Saddleback in the first eight weeks of the spring semester, preceding their March 16 departure. At Oxford, students will attend classes Monday through Wednesday. An associate professor and faculty advisor will teach the courses at Lincoln College, adhering to Saddleback's course outlines. The average number of units taken per student in spring 2016 was 12 units. The Program includes more than 15 weekly hours of instruction in addition to Thursday excursions to cultural and historical sites.

Accommodations for the students are in approved home-stays, including meals. The faculty advisor will be provided a one bedroom apartment while in Oxford and is responsible for meals. All accommodations are within easy walking distance from Lincoln College

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROGRAM						
Location/Destination:	Oxford, England		First Trip:	Yes:	No:	X
Dates:	From:	March 16, 2017	To:	May 19, 2017	Total No. of Days:	65
Partner Name (Academic Institution):	American Institute for Foreign Study					
Address:	AIFS, Partnership Programs 1 High Ridge Park Stamford, CT 06905					
Contact Person:	Sharon Secki		Telephone No.:	203-399-5597		
Description of Institution:	BA/MA Degree granting university in British university system					
Includes:	Accredited Instruction	Yes:	x	No:		
	Transfer College Units	Yes:	x	No:		
	Orientation	Yes:	x	No:		
	Books/Supplies	Yes:		No:	x	
	Tutors	Yes:		No:	x	
	Weekend Study Activities	Yes:	x	No:		
	Food	Yes:	x	No:		
	Transportation	Yes:	x	No:		
	Lodging	Yes:	x	No:		
Other:	Three field trips within England: Bath/Stonehenge, London, Stratford-Upon-Avon. Weekly on-site liaison to assist students with travel, planning, group activities, tours, life, etc. Four educational excursions into London.					
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)	Excludes \$50 non-refundable application fee, passport and visa fees if applicable, meals other than those indicated on the itinerary, personal expenses, any SOCCCD tuition or administrative fees, additional field trips or excursions required by the SOCCCD faculty and anything not specified, local transportation, airline-imposed departure taxes and fees (estimated \$720).					
Other:						
2. FACULTY						
Lead Faculty Name:	Jennifer Hedgecock					
Coordinates Trip:	Yes:	x	No:			
If No, Explain:						
Travels to Site:	Yes:	x	No:			
Dates:	From:	3/16/17		To:	5/19/17	
Teaching Assignment at Program Site:	Yes:	x	No:			
Dates:	From:	3/17/17		To:	5/18/17	
Requires Substitute at IVC and/or SC?	Yes:		No:	x		
Unpaid Faculty Exchange:	Yes:		No:	x		
If Yes, Faculty Name(s) Required:						
Assignments to be Covered:						
Course No.:	Course Title:	Date(s)		Time(s)		

Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
<b>Course No.:</b>	<b>Course Title:</b>					<b>No. of Units</b>	
Humanities 1	Introduction to Humanities (Oxford 3/17-5/18/17)					3	
English 18	Shakespeare: The Tragedies (Oxford 3/17-5/18/17)					3	
English 27A	Introduction to the Novel (Oxford 3/17-5/18/17)					3	
English 1BH	Principles of Composition II (Saddleback College 1/18-3/16/17)					3	
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						20	
Minimum number of units:						12	
Maximum number of units:						15	
If this is a repeat program site, what is the average number of units taken per student?						12	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						\$ 6295	
Average cost per day: <i>(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)</i>						\$ 96.84	
College:							
Additional costs to the District?				Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
If Yes Explain:							
Cost of substitute pay if instructor is also receiving salary for courses at IVC and/or SC during the same period of time.						\$ N/A	
Other Costs						\$ 0	
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Eng. 27A	Eng 18	Eng. 18	Field trips			
9 a.m.	X	x	x				
10 a.m.	X	X	X	X			
11 a.m.	X	X	X	X			
12 Noon	lunch	lunch	lunch	lunch			
1 p.m.		Hum 1	Hum 1	X			
2 p.m.		X	X	X			
3 p.m.		X	X	X			
4 p.m.		X	X	X			
5 p.m.				X			
6 p.m.				dinner			
7 p.m.				X			
8 p.m.				X			
9 p.m.				X			
10 p.m.				X			
Exceptions to weekly schedule:		Field trips are scheduled during 3 of the 9 weeks students are in Oxford.					
<b>8. ATTACHMENTS</b>							
<b>9. REQUIRED SIGNATURES</b>							



\_\_\_\_\_  
Lead Faculty Member      Date

\_\_\_\_\_  
Department Chair      Date

\_\_\_\_\_  
Division/School Dean      Date

\_\_\_\_\_  
Vice President, Instruction      Date

\_\_\_\_\_  
College President      Date



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

#### GENERAL TERMS AND CONDITIONS

### *Spring 2017 Education Program in Oxford, England*

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This Agreement is made this 25 day of April, 2016 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California (“DISTRICT”) and American Institute for Foreign Study (AIFS) located at 1 High Ridge Park, Stamford, CT 06905 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled “SPECIFIC DETAILS.”

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise and agree as follows:

1. INSTRUCTIONAL SERVICES – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
2. TRAVEL SERVICES – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled “SPECIFIC DETAILS.” Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. PROMOTIONAL MATERIAL – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: “Instructional Activities provided by Saddleback College or Irvine Valley College.” All travel arrangements are the responsibility of TRAVEL CONTRACTOR.”



Travel Contractor Agreement

4. PAYMENT BY TRIP PARTICIPANTS – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from Educational Tour / Field Study Trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Educational Tour / Field Study Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each participant of each Educational Tour / Field Study Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational

Tour / Field Study Trip TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. RESTRICTION ON TRIP PARTICIPATION – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY



Travel Contractor Agreement

ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.” Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE - TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. INDEMNIFICATION – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney’s fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR’S employees), or such person’s heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR’S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR’S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

8. LIQUIDATED DAMAGES. – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.



Travel Contractor Agreement

9. TRAVEL AGENTS – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. TRIP CANCELLATION INSURANCE – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.

11. GENERAL LIABILITY INSURANCE – TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

LIABILITY INSURANCE – CERTIFICATE OF INSURANCE – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least fifteen (15) working days prior to commencement of the program.

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

13. TERM – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express



Travel Contractor Agreement

mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

14. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.

15. NO MODIFICATION OF AGREEMENT – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. NOTICE – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

17. CONTROLLING LAW – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.



Travel Contractor Agreement

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (AIFS)

South Orange County Community  
College District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Sharon Secki  
*Name of authorized agent*

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons

Title: President

Title: Vice Chancellor, Business Services

Address: 1 High Ridge Park  
Stamford, CT 06905

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (203) 399-5597

Phone: (949) 582-4664

## **AMERICAN INSTITUTE FOR FOREIGN STUDY**

### **PROPOSAL FOR SADDLEBACK COLLEGE**

### **OXFORD SEMESTER CUTSOMIZED, FACULTY-LED PROGRAM – SPRING 2017**

Effective date: April 25, 2016

**Depart U.S.:** Thursday, March 16, 2017  
**Arrive Oxford:** Friday, March 17, 2017  
**Depart Oxford:** Friday, May 19, 2017

### **PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE**

- Transportation package consisting of international airfare (Los Angeles – London – Los Angeles) and round-trip transfers between the London airport and the housing in Oxford on the scheduled program dates. Please note that a mandatory airline-imposed taxes and fuel fees (estimated at \$720) are not included and students will be billed separately for these.
- An orientation program in Oxford consisting of an orientation meeting with AIFS staff, student information packet including comprehensive student handbook, local area information and a walking tour of Oxford with the services of a professional guide including entrances to an Oxford University College and afternoon tea welcome event.
- Accommodation in a single room homestay on a half-board basis with breakfast and dinner provided. Students will live no further than a 30 minutes bus ride from Oxford city center and will be located in safe residential areas.
- One classroom available for 2.5 days a week (Monday – Wednesday) for the duration of the program. Audio-visual equipment will be provided as required including a data projector and a laptop.
- The services of AIFS staff including a local Oxford based homestay coordinator and London based student services to allocate and deal with homestay issues and to liaise with the Saddleback College faculty and to offer assistance throughout the program. AIFS staff will be available to handle any emergencies and will visit the group once a week. An AIFS staff member will be on site for the entire first week of the program.
- Provision of one adjunct lecture to teach Saddleback College approved Humanities course. Teaching will follow the course syllabi as outlines or approved by Saddleback College.
- Four academically enhancing day excursions to London. Two day excursions for the humanities course, including round-trip travel on the Oxford Tube bus and unlimited



travel on the day in the central zones of London. A day excursion to London by Oxford Tube, unlimited travel on the day on London transport in the central zones, a tour of Shakespeare's Globe and standing tickets to a performance. A day excursion to London by Oxford Tube, unlimited travel on the day on London transport in the central zones, entrance to the Charles Dickens Museum and guided themed walking tour.

- Full-day excursion to London by Oxford Tube bus with a tour of London accompanied by a professional guide with entrance to the Tower of London included, and an evening theatre performance in the West End. Oxford Tube bus tickets allow return the same or next day allowing students to stay in London for the night if they wish.
- Full-day trip to Bath and Stonehenge by private coach, including the services of a professional guide. Entrances to the Roman Baths and Stonehenge (are included. Please note there is a limit of 26 people per private tour of Stonehenge so should the group numbers exceed this then they will be split into two groups with different entrance times or general entrance will be arranged.
- Full-day excursion to Stratford-upon-Avon by private coach (with late return) accompanied by a professional guide, including visit with entrances to Warwick Castle, entrance to Anne Hathaway's Cottage and Shakespeare's Birthplace and an evening theatre performance at the Royal Shakespeare Theatre in Stratford.
- Farewell event for students, faculty and staff.
- \$50 non-refundable application fee.
- Student medical and program fee refund insurance policies, as outlined in the AIFS insurance brochure. Coverage includes \$100,000 accidental medical expense and \$10,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students' control.
- \$51,000,000 liability coverage with Saddleback College named as additional insured for the duration of the program.
- Accounting/billing services in the U.S.
- Pre-departure information services and a toll-free contact number in the U.S.
- Promotional materials and assistance with marketing development.
- Advance planning services of the AIFS program headquarters.

#### **FACULTY BENEFITS INCLUDED IN THE STUDENT FEE**

Faculty support services (target enrollment 20 students with 1 faculty member) as listed below:

- Round-trip flights between Los Angeles and London on the scheduled group flight. Alternatively, faculty may wish to make their own flight arrangements. In this situation AIFS will reimburse Saddleback Faculty member faculty the optional student airfare fee once the program has departed the U.S.
- AIFS will provide the Saddleback College faculty member with housing in a one bedroom apartment in Oxford. The apartment will be fully furnished and all utilities (except telephone) will be included. Internet will be provided in the apartment.
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.
- AIFS will provide the Saddleback College faculty member with a pay as you go cell phone and printer. Cell phone costs are the responsibility of the faculty.

Faculty benefits are paid in full for an enrolment of 20 paying students or more, or pro rata for a lower enrolment.

### **FEES**

Based on an enrollment of **20 to 24 paying student participants with 1 faculty member**, for the services specified above, the fee per person is **\$6295**.

Based on an enrollment of **25 or more paying student participants with 1 faculty members**, for the services specified above, the fee per person is **\$6115**.

Should Saddleback College wish to run this program with an enrollment below **20** paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. AIFS would discuss these options with Saddleback College.

These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.

### **WHAT IS NOT INCLUDED?**

The above fee does not include the following items:

- × Airport taxes and fuel
- × \$250 refundable damage deposit
- × Passport or visa fees if applicable
- × Meals other than those listed
- × Personal expenses
- × University tuition or administrative fees
- × Textbooks
- × Additional fieldtrips and excursions to those listed
- × Insurance for faculty
- × Anything not specified

### **OPTIONAL COMPONENTS**

- Optional three-day, two night, stay in a hotel in York on a bed and breakfast basis, including round-trip travel between Oxford and York (by train or by private coach), entrances to York Minster, a ghost tour of the city and an excursion to Castle Howard including round-trip transport by public bus and entrance to Castle Howard for **\$600**. The services of an AIFS staff member are available throughout to assist the group. A minimum enrolment of 15 students is required in order to run the trip.
- Optional Extra Protection Insurance Coverage, including increased medical insurance (\$65) and/or personal effects insurance (\$90) as outlined in the AIFS insurance brochure.

### **PROGRAM APPLICATION PROCEDURE AND BILLING**

We recommend the promotion of and initial receipt of deposits for this program as early as possible.

Penalties apply to changed program bookings after Wednesday, December 21, 2016. Therefore, AIFS would require the Saddleback College to collect the application forms and deposits of \$450 (\$50 non refundable application fee and \$400 deposit) per student and to forward them to AIFS by Wednesday, December 21, 2016. AIFS would then bill the individual student/bill the Saddleback College for the balance of fees owing. Full payment and confirmation of final numbers must be received by Friday, January 20, 2017. Please note that these are not postmark dates but the dates by which funds must arrive in the AIFS Connecticut office.

AIFS also offers an online enrollment option. Online forms must be approved no later than Wednesday, December 21, 2016.

AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline. AIFS can accept applications after Wednesday, December 21, 2016, but cannot guarantee program costs after this date.

Students applying after the application deadline date of Wednesday, December 21, 2016, can only be accepted on a space-available basis.

**AIRFARE CONDITIONS**

AIFS will reserve spaces according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the issuing agent once the student is abroad – agent and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after Wednesday, December 21, 2016.

AIFS is financially committed to any confirmed airline seats from Tuesday, December 6, 2016 and therefore an airfare review will take place prior to this date. AIFS requests that Saddleback College provide an indication of how many students intend to participate on the programme. However, should Saddleback College subsequently decide to offer the programme but arrange their own student airfare then AIFS must be notified before Tuesday, December 6, 2016 and will be able to provide a land only fee.

**REFUND POLICY**

If a student withdraws:	S/he receives a refund of:
On or before Wednesday, December 21, 2016	All fees paid less the \$50 non-refundable application fee, \$100 processing fee and any non-refundable deposits paid by the student or by AIFS on the student's behalf.
After Wednesday, December 21, 2016, but on or before Friday, January 20, 2017	All fees paid less the \$50 non-refundable application fee, \$400 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf.
After Friday, January 20, 2017	No refund, and the total program fee is due.
Once the program has begun	No refund, unless AIFS suspends the program.
Because of covered medical reasons	All fees paid less the \$50 non-refundable application fee, \$100 processing fee and \$210 insurance premium.

Please note that any student who is academically withdrawn by his or her home institution after their application has been processed by AIFS is subject to the standard refund policy.

It is understood that the Saddleback College will not cancel the program if the necessary minimum number of participants have been enrolled Wednesday, December 21, 2016.

In the event of the U.S. State Department issuing a travel warning which advises U.S. Citizens not to travel to Oxford, or if they are already in Oxford, to leave it, AIFS will:

- If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
- If the program has started, suspend the program and fly the students home. If students are returned home, they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less the \$100 processing fee, \$210 insurance premium, \$50 non-refundable application fee and any costs incurred flying the student home.

**ACCEPTANCE OF PROPOSAL**

AIFS requires written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately.

A confirmation in writing is required by Friday, June 3, 2016. Please sign and date below, and fax or scan and email this document in its entirety to Sharon Secki, Director of Admissions, AIFS, Customized Faculty-Led Programs in Stamford, CT, at 203-399-5597, or [ssecki@aifs.com](mailto:ssecki@aifs.com).

**PROPOSAL ACCEPTED BY** \_\_\_\_\_  
**SADDLEBACK COLLEGE**

**PRINTED NAME** \_\_\_\_\_

**DATE** \_\_\_\_\_

<https://travel.state.gov/content/passports/en/alertswarnings.html>

travel.state.gov > Passports & International Travel > Alerts and Warnings

## Alerts and Warnings:

### Travel Warnings:

We issue a Travel Warning when we want you to consider very carefully whether you should go to a country at all. Examples of reasons for issuing a Travel Warning might include unstable government, civil war, ongoing intense crime or violence, or frequent terrorist attacks. We want you to know the risks of traveling to these places and to strongly consider not going to them at all. Travel Warnings remain in place until the situation changes; some have been in effect for years.

### Travel Alerts:

We issue a Travel Alert for short-term events we think you should know about when planning travel to a country. Examples of reasons for issuing a Travel Alert might include an election season that is bound to have many strikes, demonstrations, or disturbances; a health alert like an outbreak of H1N1; or evidence of an elevated risk of terrorist attacks. When these short-term events are over, we cancel the Travel Alert.

Alert	March 7, 2016	<a href="#">Laos Travel Alert</a>
Warning	March 1, 2016	<a href="#">Algeria Travel Warning</a>
Warning	February 29, 2016	<a href="#">Turkey Travel Warning</a>
Alert	February 29, 2016	<a href="#">Tunisia Travel Alert</a>
Warning	February 26, 2016	<a href="#">Mali Travel Warning</a>

Warning	February 23, 2016	<a href="#">Mauritania Travel Warning</a>
Alert	February 18, 2016	<a href="#">Niger Travel Alert</a>
Alert	February 12, 2016	<a href="#">Bangladesh Travel Alert</a>
Warning	February 5, 2016	<a href="#">Nigeria Travel Warning</a>
Warning	January 29, 2016	<a href="#">Iran Travel Warning</a>
Alert	January 22, 2016	<a href="#">Uganda Travel Alert</a>
Warning	January 21, 2016	<a href="#">Sudan Travel Warning</a>
Warning	January 21, 2016	<a href="#">Niger Travel Warning</a>
Warning	January 20, 2016	<a href="#">Burkina Faso Travel Warning</a>
Warning	January 19, 2016	<a href="#">Mexico Travel Warning</a>
Warning	January 15, 2016	<a href="#">El Salvador Travel Warning</a>

Alert	January 11, 2016	<a href="#">Haiti Travel Alert</a>
Warning	December 31, 2015	<a href="#">Republic of South Sudan Travel Warning</a>
Warning	December 22, 2015	<a href="#">Cameroon Travel Warning</a>
Warning	December 16, 2015	<a href="#">Israel, The West Bank and Gaza Travel Warning</a>
Alert	December 15, 2015	<a href="#">Seychelles Travel Alert</a>
Warning	December 14, 2015	<a href="#">Ukraine Travel Warning</a>
Warning	December 14, 2015	<a href="#">Yemen Travel Warning</a>
Warning	December 13, 2015	<a href="#">Burundi Travel Warning</a>
Warning	December 11, 2015	<a href="#">Lebanon Travel Warning</a>
Warning	December 4, 2015	<a href="#">Democratic Republic of the Congo Travel Warning</a>
Warning	December 4, 2015	<a href="#">Iraq Travel Warning</a>



Warning	November 20, 2015	<a href="#">North Korea Travel Warning</a>
Warning	November 19, 2015	<a href="#">Afghanistan Travel Warning</a>
Warning	November 10, 2015	<a href="#">Kenya Travel Warning</a>
Warning	November 10, 2015	<a href="#">Chad Travel Warning</a>
Warning	October 30, 2015	<a href="#">Honduras Travel Warning</a>
Warning	October 21, 2015	<a href="#">Philippines Travel Warning</a>
Alert	October 14, 2015	<a href="#">South Pacific Tropical Cyclone Season - 2015 - 2016</a>
Warning	October 1, 2015	<a href="#">Somalia Travel Warning</a>
Warning	September 30, 2015	<a href="#">Central African Republic Travel Warning</a>
Warning	September 21, 2015	<a href="#">Saudi Arabia Travel Warning</a>
Warning	September 18, 2015	<a href="#">Venezuela Travel Warning</a>

Warning	September 16, 2015	<a href="#">Libya Travel Warning</a>
Alert	September 4, 2015	<a href="#">Tanzania Travel Alert</a>
Warning	August 28, 2015	<a href="#">Pakistan Travel Warning</a>
Warning	August 27, 2015	<a href="#">Syria Travel Warning</a>
Warning	August 5, 2015	<a href="#">Haiti Travel Warning</a>
Warning	July 17, 2015	<a href="#">Djibouti Travel Warning</a>
Warning	June 5, 2015	<a href="#">Colombia Travel Warning</a>
Warning	May 6, 2015	<a href="#">Eritrea Travel Warning</a>

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** Irvine Valley College: Curriculum Revisions for the 2016-17 Academic Year

**ACTION:** Approval

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**BACKGROUND**

Irvine Valley College's Curriculum Committee and Academic Senate review and approve curriculum on a regular basis. Subsequently, the curriculum is recommended to the college president or designee for approval.

**STATUS**

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Irvine Valley College for the 2016-17 academic year pursuant to Title 5, Section 53200 et seq.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2016-17 academic year at Irvine Valley College.

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF BUSINESS SCIENCE

A+, Network+, Linux+  
Certificate of Proficiency  
Fall 15

~~This program of study includes instruction and practice in the identification, installation, and configuration of hardware and software to build, maintain, upgrade, and improve performance of a computer system. The program also includes the Linux operating system. The certificate courses provide a solid core of network concepts and terminology, an introduction and overview of all aspects of computer networking, including components and principles of local and wide area networking and the Internet. This certificate prepares students for Comp TIA's A+ exam, Linux+, and Network+ industry exams. Students who complete this certificate will be ready for an entry level position in the industry and/or to undertake further study to advance to more specific industry training. Potential entry level positions include help desk technician, IT support technician, desktop support technician, or technical support assistant.~~

*Complete the following courses:*

<del>CIM 106</del>	<del>A+ Hardware Concepts</del>	<del>3</del>
<del>CIM 108</del>	<del>A+ Operating Systems Preparation</del>	<del>3</del>
CIM 160	Network+	3
CIM 161	Linux+	3
	Total Units:	12

A+, Network+, Linux+  
Certificate of Proficiency  
Fall 16

This program of study starts with the basics of computer hardware (building, maintaining and upgrading PCs) and operating systems (Windows). It introduces computer networking including the fundamentals in small and large networks, including the Internet. It also includes the Linux operating system which is run on many servers on the Internet. This certificate prepares students for the CompTIA A+, Linux+, and Network+ Certification Exams. Students who complete this certificate will be ready for an entry-level position in the industry and/or to undertake further study to advance to more specific industry training.

*Complete the following courses:*

CIM 110	Information and Communication Technology Essentials	4
CIM 160	Computer Network Fundamentals (Network+)	3
CIM 161	Linux+	3
	Total Units:	10

*Recommended Electives:* CIM 170, CIM 172

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF LANGUAGES AND LEARNING RESOURCES

ADULT ENGLISH AS A SECOND LANGUAGE: BEGINNING  
Certificate of ~~Proficiency~~ Competency (Correction\*)

This sequence of courses is designed to help non-native English language learners acquire basic communication skills and cultural/civic proficiencies used in everyday life situations they will encounter at home, at school, at work and in the community. The program prepares students to participate in simple conversations, read and understand basic directions and texts, fill out basic forms, and write simple sentences. It also prepares students for the intermediate level program.

	Units
<i>Complete the following courses:</i>	
AESL 501 Beginning Adult ESL Level 1	0
AESL 502 Beginning Adult ESL Level 2	0
Total Units	0

ADULT ENGLISH AS A SECOND LANGUAGE: INTERMEDIATE  
Certificate of ~~Proficiency~~ Competency (Correction\*)

This sequence of courses is designed to help non-native English language learners strengthen communication skills and cultural/civic proficiencies used in everyday life situations they will encounter at home, at school, at work and in the community. The program prepares students to engage in conversations on a variety of subjects beyond that of personal experience, read and understand texts from different genres and write basic paragraphs. It also prepares students for the advanced level program.

	Units
<i>Complete the following courses:</i>	
AESL 503 Intermediate Adult ESL Level 3	0
AESL 504 Intermediate Adult ESL Level 4	0
Total Units	0

ADULT ENGLISH AS A SECOND LANGUAGE: ADVANCED  
Certificate of ~~Proficiency~~ Competency (Correction\*)

This sequence of courses is designed to help non-native English language learners refine communication skills and cultural/civic proficiencies used in everyday life situations they will encounter at home, at school, at work and in the community. The program prepares students to develop extended oral fluency, read and understand work-specific and simple academic texts, and write extended paragraphs. It prepares students for ESL academic credit courses and oral and written communication needs in the workplace.

	Units
<i>Complete the following courses:</i>	
AESL 504 Intermediate Adult ESL Level 4	0
AESL 505 Advanced Adult ESL Level 5	0
Total Units	0

\*Previously approved February 22, 2016

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF LIFE SCIENCES

Biotechnology: Lab Assistant  
Certificate of Achievement (New)  
Fall 16

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems; develop or make useful products; or preform specific manufacturing processes. The Biotechnology Laboratory Assistant Certificate of achievement is designed for students who wish to obtain the skills required to gain entry level employment in the biotechnology industry. Upon completion of the Biotechnology Laboratory Assistant Certificate program students will be eligible to obtain entry level employment as laboratory assistants in biotechnology industries such as pharmaceutical labs or research and development laboratories. There are no prerequisites or enrollment limitations for the program. Upon successful completion of the program students will have acquired the following knowledge and skills: •Apply the scientific method and appropriate experimental design •Maintain an industry standard laboratory notebook •Use and complete correct Standard Operating Procedures (SOPs), Good Manufacturing Procedures (GMPs) and other required documentation common in a biotechnology laboratory •Demonstrate ability to accurately and safely preform standard lab techniques such as pipetting, metrology, aseptic technique •Maintain a safe, clean contamination-free and clutter-free environment •Communicate information in an appropriate way •Preform calculations relating to work function •Select and use appropriate computer tools

*Complete the following courses:*

BIOT 70	Introduction to Biotechnology	3
BIOT 70L	Introductory Biotechnology Laboratory	1
BIOT 273	Biotechnology A: Basic Lab Skills	4
CHEM 3	Fundamental Chemistry	4
	Total Units:	12

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF BUSINESS SCIENCE

CCNA (Cisco Certified Network Associate) Routing and  
Switching  
Certificate of Proficiency  
Fall 15

This program of study for the CCN (Cisco Certified Network Associate) routing and Switching Certificate includes instruction and practice in the theory, design, configuration, and operation of simple Local and Wide Area Networks (LAN/WAN). This certificate program prepares students for entry-level positions in network administration and to take the third-party Cisco Certified Network Associate (CCNA) exam (640-802)

Complete the following courses:

<del>CIM 263.1 – CCNA Internetworking Technologies I</del>	<del>3</del>
<del>CIM 263.2 – CCNA Internetworking Technologies II</del>	<del>3</del>
<del>CIM 263.3 – CCNA Internetworking Technologies III</del>	<del>3</del>
<del>CIM 263.4 – CCNA Internetworking Technologies IV</del>	<del>3</del>
Total Units	12

CCNA (Cisco Certified Network Associate) Routing and  
Switching  
Certificate of Proficiency  
Fall 16

This program of study for the CCN (Cisco Certified Network Associate) routing and Switching Certificate includes instruction and practice in the theory, design, configuration, and operation of simple Local and Wide Area Networks (LAN/WAN). This certificate program prepares students for entry-level positions in network administration and to take the third-party Cisco Certified Network Associate (CCNA) Certification Exam.

Complete the following courses:

<b>CIM 181</b>	<b>CCNA 1 – Introduction to Networks</b>	<b>3</b>
<b>CIM 182</b>	<b>CCNA 2 –Routing and Switching Essentials</b>	<b>3</b>
<b>CIM 283</b>	<b>CCNA 3 – Scaling Networks</b>	<b>3</b>
<b>CIM 284</b>	<b>CCNA 4 –Connecting Networks</b>	<b>3</b>
	Total Units	12

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF BUSINESS SCIENCE

Digital Graphic Applications  
Certificate of Proficiency  
Fall 15

Digital Graphic Applications  
Certificate of Proficiency  
Fall 16

~~This certificate of proficiency introduces various industry-standard digital graphic software including Creative Suite applications: Photoshop, Illustrator, and InDesign~~

**DELETED**

~~Complete the following courses:~~

<del>CIM 221.1 Photoshop I</del>	<del>2</del>
<del>CIM 221.2 Photoshop II</del>	<del>2</del>
<del>CIM 225.1 Creative Suite</del>	<del>3.5</del>
<del>CIM 230.1 InDesign I</del>	<del>2</del>
<del>Total Units:</del>	<del>9.5</del>



IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF SOCIAL SCIENCE

ECONOMICS  
Associate Degree for Transfer  
Fall 15

		Units
<i>Complete two of the following courses:</i>		
ECON 1	Principles of Economics-Micro	3
	Or	
ECON 1H	Principles of Economics-Micro Honors	3
ECON 2	Principles of Economics-Macro	3
	or	
ECON 2H	Principles of Economics-Macro Honors	3
ECON 10	Statistics for Business and Economics	3
	Or	
MGT 10	Statistics for Business and Economics	3
MATH 3A	Analytical Geometry and Calculus I	5
	Or	
MATH 3AH	Analytical Geometry and Calculus I Honors	5
MATH 11	A Brief Course in Calculus	4
<i>Complete two of the following courses:</i>		
ACCT 1A	Financial Accounting	4
ACCT 1B	Managerial Accounting	4
	Or	
ACCT 1BH	Managerial Accounting Honors	4
CS 1	Introduction to Computer Systems	3
	Or	
CS 1H	Introduction to Computer Systems Honors	3
MATH 3B	Analytical Geometry and Calculus II	5
	Or	
MATH 3BH	Analytical Geometry and Calculus II Honors	5
MGT 104	Business Communication	3
<i>Complete one of the following courses:</i>		
ECON 6	Environmental and Resource Economics	3
ECON 13	Global Economics	3
MATH 4A	Analytical Geometry and Calculus III	5
MATH 26	Introduction to Linear Algebra	4
	Total units required	<del>18</del> -24

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF SOCIAL SCIENCE

ECONOMICS  
Associate Degree for Transfer  
Fall 16

**Economics is the study of how people make choices when faced with scarcity. It is therefore the study of the process of decision-making by individuals, businesses, governments, or any other group that must make such choices, and the study of the institutional context in which these decisions are made. The department of economics offers courses that provide the lower-division requirements for students majoring in economics, business, computer science, and engineering, and also provide students majoring in other fields with an understanding of economic principles and a familiarity with the economic institutions that affect their lives. The courses offered by the department meet general education and transfer requirements for economics, business, and social sciences.**

		Units			Units
<b>Required Core: (13-14 units):</b>					
ECON 1	Principles of Economics-Micro	3	CS 1	Introduction to Computer Systems	3
	Or			Or	
ECON 1H	Principles of Economics-Micro		CS 1H	Introduction to Computer Systems	
	Honors	3		Honors	3
ECON 2	Principles of Economics-Macro	3	MATH 3B	Analytical Geometry and	
	or			Calculus II	5
ECON 2H	Principles of Economics-Macro		MATH 3BH	Analytical Geometry and	
	Honors	3		Calculus II Honors	5
ECON 10	Statistics for Business and		MGT 104	Business Communication	3
	Economics	3			
	Or		<b>List B: Select one course (3-5 units)</b>		
<b>ECON 10H</b>	<b>Statistics for Business and</b>		ECON 6	Environmental and Resource	
	<b>Economics Honors</b>	3		Economics	3
	Or		ECON 13	Global Economics	3
MGT 10	Statistics for Business and		MATH 4A	Analytical Geometry and	
	Economics	3		Calculus III	5
	Or		MATH 26	Introduction to Liner Algebra	4
<b>MGT 10H</b>	<b>Statistics for Business and</b>			<b>Total units required</b>	<b>19-24</b>
	<b>Economics</b>	3			
MATH 11	A Brief Course in Calculus	4			
MATH 3A	Analytical Geometry and				
	Calculus I	5			
	Or				
MATH 3AH	Analytical Geometry and				
	Calculus I Honors	5			
<b>List A: Select one course (3-5 units)</b>					
ACCT 1A	Financial Accounting	4			
ACCT 1B	Managerial Accounting	4			
	Or				
ACCT 1BH	Managerial Accounting Honors	4			

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF SOCIAL SCIENCES

ASSOCIATE IN ARTS DEGREE IN  
GEOGRAPHY FOR TRANSFER

FALL 15		Units
<i>Complete the following core courses:</i>		
GEOG 1	Physical Geography	3
GEOG 1L	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3
<i>Complete two to three courses (6-9 units) from the following:</i>		
GEOG 3	World Regional Geography	3
GEOG 10	Introduction to Weather and Climate	3
GEOG 38	California Geography	3
GEOG 102	Geography Field Studies: Western United States	2
GEOG 4+0	Introduction to Geographic Information Systems	2
<i>Complete two courses (6-7 units) from the following:</i>		
GEOG 20	Global Environmental Problems	3
GEOL 1	Physical Geology	4
ANTH 2	Cultural Anthropology	3
	<b>Total Units</b>	<b>19-23</b>

Geography is the academic discipline which studies the earth and its people in their many mutual relationships and regional variations. Geography students examine a broad range of topics – from the physical nature of the earth’s surface and atmosphere to the varied human activities which interrelate with the physical environment and result in a distinct spatial imprint on the land. Upon completion of the Associate in Arts in Geography for Transfer, students will be able to demonstrate an understanding of Earth’s complex physical landscape, human activities, and how they shape each other at various scales over time. The use of the ‘Five Themes of Geography’ provides students with a framework to study these diverse human and physical landscapes and processes. As a result of its interdisciplinary nature, geography is an outstanding discipline for students who wish to integrate the physical and social sciences.

FALL 16		Units
<i>Core Courses:</i>		
GEOG 1	Physical Geography	3
GEOG 1L	Physical Geography Laboratory	1
GEOG 2	Cultural Geography	3

<i>List A: Select two to three courses (6-9 units):</i>		
GEOG 3	World Regional Geography	3
<b>Or</b>		
GEOG 3H	World Regional Geography Honors	3
GEOG 10	Introduction to Weather and Climate	3
<b>Or</b>		
GEOG 10H	Introduction to Weather and Climate Honors	3
GEOG 12	Introduction to Geographic Information Systems	2
GEOG 38	California Geography	3
GEOG 102	Geography Field Studies: Western United States	2

*List B: Select two courses (6-7 units) or any course from List A not already used:*

GEOG 20	Global Environmental Problems	3
GEOL 1	Physical Geology	4
ANTH 2	Cultural Anthropology	3
<b>OR</b>		
ANTH 2H	Cultural Anthropology Honors	3
	<b>Total Units</b>	<b>19-23</b>

IRVINE VALLEY COLLEGE  
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES  
SCHOOL OF SOCIAL AND BEHAVIORAL SCIENCES

GLOBAL STUDIES  
Associate in Arts (New)  
Fall 16

Global Studies is an interdisciplinary program designed to enhance student knowledge and understanding of global processes and their implications for societies, markets, governments, cultures, and environments around the world. The program also introduces students to the study of global issues and perspectives while providing the methodological tools and techniques necessary to analyze them at multiple (local, regional, and international) levels. An understanding of the world's social, economic, political, cultural, and natural systems and their growing interdependence will not only enable students to think globally, but prepare them to live, work, and participate in an increasingly globalized world as well. The goal of the Global Studies Program at Irvine Valley College is to prepare students for further work in international studies and world affairs through the study of other cultures, social, economic, and political systems, world history and geography. The program is designed to encourage students to think beyond local perspectives and to think globally. Students will learn how to relate their knowledge of a particular part of the world to be larger trends and issues that affect the international community as a whole.

	Units		Units
<i>Complete the following core courses:</i>		<b>Experiential Learning List C – Complete one of the following:</b>	
GLBL 1	Introduction to Global Studies	3	
GLBL 2	Introduction to Global Issues	3	ECON 167 Cooperative Work Experience: Economics 1-3
PS 14	International Relations	3	PS 21 Model United Nations 3
OR			PS 167 Cooperative Work Experience: Political Science 1-3
PS 14H	International Relations Honors	3	<b>Total Units</b> 22-24
<b>Elective List A – Complete 6 units from the courses below:</b>			
ANTH 2	Cultural Anthropology	3	
OR			
ANTH 2H	Cultural Anthropology Honors	3	
GEOG 3	World Regional Geography	3	
OR			
GEOG 3H	World Regional Geography Honors	3	
ECON 2	Principles of Economics-Macro	3	
OR			
ECON 2H	Principles of Economics-Macro Honors	3	
SOC 3	Global Sociology: Forces of Change in The Modern World Systems	3	
<b>Elective List B – Complete 6 units from the courses below:</b>			
ECON 6	Environmental and Resource Economics	3	
ECON 13	Global Economics	3	
GEOG 2	Cultural Geography	3	
GEOG 20	Global Environmental Problems	3	
HIST 2	The History of World Civilizations Since 1500	3	
PS 12	Comparative Politics	3	
OR			
PS 12H	Comparative Politics Honors	3	

**KEY TO ACTIONS TAKEN**

assign=assignments

cat desc= catalog description

c/| w/+ cross-listed with (and list the other crs id)

coreq=corequisite

crs id=course prefix and/or number

dc=delete course

dv=delete version of course

gr opt=grading option

hrs=hours

lim=limitation

lrng obj=learning objectives

moe=methods of eval

nc=new course

nv=new version of existing course

oe/oe=open entry/open exit

prereq=prerequisite

reactv=course reactivation

rec prep=recommended prep

rpt=repeatability

occupational, C=clearly occupational, D=possibly occupational,  
E=non-occupational)

sch desc=schedule description

sr=scheduled review is for courses that are scheduled for review  
and there are no revisions

ti=title

tps=topics

txt=text-required for all courses numbered 1-299

un=units

val=validation

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
The Arts	ART 85	765.00	Life Drawing I	desc; tps; lrng obj; moe; assign; txt; val
Life Sciences	BIO 13	9133.05	Introduction o Independent Research: Biological and Health Sciences	dc
Life Sciences	BIO 14	9133.10	Advanced Research in Biological and Health Sciences	prereq: BIO <del>13</del> 4
Life Sciences	BIO 16	995.05	Cellular Biology	desc; prereq: <del>BIO 1, CHEM 1B, and MATH-253</del> CHEM 1A; rec: WR 1; tps; lrn obj; assign; txt; val
Life Sciences	BIO 2	985.00	Plant Biology	desc; prereq: BIO 1 or 1H <del>BIO 94</del> and MATH 253; tps; lrn obj; moe; assign; txt
Life Sciences	BIO 5	990.00	Animal Biology	prereq: MATH 253 and BIO 1 or 1H
Life Sciences	BIO 94	14157.00	From Oganisms to Ecosystems	tps; lrn obj
Life Sciences	BIOT 70L	14620.00	Introductory Biotechnology Laboratory	nc: 1 unit (3 hrs lab); prereq: prior completion of or concurrent enrollment in BIOT 70; top: 0430.00; sam: D
Physical Sciences	CHEM 3	1290.00	Fundamental Chemistry	prereq: <del>none</del> MATH 253; rec: MATH 253; tps; lrng obj; assign; txt
Business Science	CIM 140	14566.00	Introduction to Systems Analysis and Design	nc: 3 units (3 hrs lec); prereq: CIM 107; top: 0701.00; sam: C
Business Science	CIM 160	14386.00	Computer Network Fundamentals (Network+)	ti; desc; tps; lrn obj; moe; assign; txt
Business Science	CIM 161	10714.15	Systems and Network Administration (Linux+)	ti; desc; tps; lrn obj; moe; assign; txt
Business Science	CIM 170	14443.00	Introduciton to information Systems Security (Security+)	ti; desc; tps; prereq: CIM 160 or CIM 181; rec: <del>CIM 106, CIM 108, CIM 160</del> ; lrng objs; moe; assign; txt
Business Science	CIM 172	13216.05	Digital Forensics Fundamentals	ti; desc; tps; prereq: CIM 170; rec: <del>AJ 103, CIM 106, CIM 108</del> ; tps; lrn obj; moe; assign;txt; val
The Arts	COMM 30	6335.05	Introduction to Oral Interpretation	txt
The Arts	COMM 35	6350.05	Voice and Diction	assign; txt
Guidance	COUN 6	14601.00	Academic, Career and Life Success	nc: 3 units (3 hrs lec); top: 4930.13; sam: E; rpt: NR
The Arts	DMA 120	13243.05	Motion Graphics	prereq: <del>DMA 10 none</del> ; rec: <del>none</del> DMA 10
The Arts	DMA 140	10422.05	Digitial 2D Design and Color Theory	prereq: <del>DMA 10 none</del> ; rec: <del>none</del> DMA 10

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
The Arts	DMA 165	14610.00	Visual Storytelling	nc: 3 units (2 hrs lec; 4 hrs lab); rec: DMA 10 and DMA 70; top: 0614.00; sam: C; rpt: NR
The Arts	DMA 170	10290.05	Print Media Design and Production	prereq: <del>DMA-55</del> none; rec: <del>none</del> DMA 55
The Arts	DMA 175	10291.05	Corporate Identify: Trademarks and Logos	prereq: <del>DMA-55</del> none; rec: <del>none</del> DMA 55
The Arts	DMA 52	9169.35	Intermediate Digital Photography	prereq: <del>DMA/PHOT-51</del> none; rec: <del>none</del> <del>DMA/PHOT 51</del>
The Arts	DMA 55	10150.05	Graphic Design I	prereq: <del>DMA-10</del> none; rec: <del>none</del> DMA 10
The Arts	DMA 65	10151.05	Typography	prereq: <del>DMA-55</del> none; rec: <del>none</del> DMA 55
The Arts	DMA 75	14615.00	Experimental Video	nc: 3 units (2 hrs lec; 4 hrs lab); rec: DMA 70; top: 0614.00; sam: C; rpt: NR
The Arts	DMA 80	10288.05	Visual Design for the Web	prereq: <del>DMA-10</del> none; rec: <del>none</del> DMA 10
The Arts	DNCE 170	11113.10	IVC Performing Dance Ensemble	dc
The Arts	DNCE 45	14364.05	Yoga and Stress Management	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: D
The Arts	DNCE 45	14364.00	Yoga and Stress Management	dc
The Arts	DNCE 46	14227.00	Introduction to Yoga	dc
The Arts	DNCE 46	14227.05	Introduction to Yoga	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: D; rpt: NR
The Arts	DNCE 47	14228.05	Raja Yoga: Hatha Yoga	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: C; rpt: NR
The Arts	DNCE 47	14228.00	Hatha Yoga	dc
The Arts	DNCE 48	14419.05	Yoga: Contemporary and Traditional Eastern Forms	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: C; rpt: NR
The Arts	DNCE 48	14419.00	Yoga: Contemporary and Traditional Eastern Forms	dc
The Arts	DNCE 53	10349.45	Pilates: Reformer with Mat	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: C; rpt: NR
The Arts	DNCE 53	10349.45	Pilates Reformer	dc
The Arts	DNCE 65	9949.05	Dance Rehearsal and Performance	dc
The Arts	DNCE 65	9949.35	Dance Rehearsal and Performance	dc
The Arts	DNCE 65A	9949.25	Dance Rehearsal and Performance: Production Overview A	crsid: <del>DNCE-65</del> DNCE 65A; ti; desc; lim: <b>By audition only</b> ; rec: <del>A course in dance-technique</del> <b>Prior dance technique and science courses</b> ; tps; lrn obj; moe; assign; txt; val

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
The Arts	DNCE 65B	9949.30	Dance Rehearsal and Performance: Production Overview B	crsid: <del>DNCE 65</del> DNCE 65B; crsid: DNCE 65 DNCE 65A; ti; desc; lim: <b>By audition only;</b> rec: <del>A course in dance technique</del> <b>Prior dance technique and science courses;</b> tps; lrn obj; moe; assign; txt; val
The Arts	DNCE 65C	9949.45	Dance Rehearsal and Performance: Production Overview C	nc: units: 2 (1 hr lec/3 hrs lab); lim: By audition only; rec: Prior dance technique and science courses; top: 1008.10; sam: C; rpt: NR
The Arts	DNCE 66A	14380.00	Dance Rehearsal and Performance: Analysis of Creative Processes A	crsid: <del>DNCE 66</del> DNCE 66A; ti; desc; lim: By audition only; rec: <del>A course in dance technique such as Dnce 1, 3, 6, 7, 12, 13, 17, 18, 22, 23, 27, 33, 34, 35, 37, 40, 41 or equivalent training</del> <b>Prior dance technique courses equivalent to beginning/intermediate levels and science courses;</b> tps; lrn obj; moe; assign; txt; val
The Arts	DNCE 66B	14380.05	Dance Rehearsal and Performance: Analysis of Creative Processes B	nc: units: 1.5 (.5 hr lec/3 hrs lab); lim: By audition only; rec: Prior dance technique courses equivalent to beginning/intermediate levels; top: 1008.10; sam: C; rpt: NR
The Arts	DNCE 66C	14380.10	Dance Rehearsal and Performance: Analysis of Creative Processes C	nc: units: 2 (1 hr lec/3 hrs lab); lim: By audition only; rec: Prior dance technique courses equivalent to beginning/intermediate levels and dance science courses; top: 1008.10; sam: C
The Arts	DNCE 67A	14395.10	Dance Rehearsal and Performance: Solos to Various Groups A	nc: units: 1 (1 hr lec/1.5 hrs lab); lim: By audition only; rec: Prior dance technique courses equivalent to beginning/intermediate levels and dance science courses; top: 1008.10; sam: C; rpt: NR
The Arts	DNCE 67B	14395.00	Dance Rehearsal and Performance: Solos to Various Groups B	crs id <del>DNCE 67</del> <b>DNCE 67B;</b> desc; lim: <del>Audition at the first class meeting. Assessment also determines course placement</del> <b>By auditon only;</b>
The Arts	DNCE 68	14433.00	Dance Competition	dc



Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
The Arts	DNCE 68	14433.05	Touring Dance Ensemble: Dance Competitions	nc: units: 2 (.5 hr lec/4.5 hrs lab); top: 1008.10; sam; C; lim: By audition only; rec: Prior dance technique courses at the intermediate level in various genres and dance science courses; rpt: R-E-3
The Arts	DNCE 70	11113.15	Performing Dance Ensemble	nc: 2 units (5 hrs lec; 4.5 hrs lab); top: 1008.10; sam: D; rpt: NR
The Arts	DNCE 73	14567.00	Performing Dance Ensemble: Community Outreach	nc: units: 2 (.5 hr lec/4.5 hrs lab); top: 1008.10; sam; C; lim: By audition only; rec: Proficiency in Ballet, Modern Dance, Jazz, and Improvisation at the intermediate level and DNCE 65A/B/C, 66A/B/C or 67A/B/C; sam: C; rpt: NR
The Arts	DNCE 81	14479.00	Pegagogy: Teaching Methods for Movement Training	nc: 3 units (2.5 hrs lec/1.5 hrs lab); top: 1008.10; sam: C; rec; Prior dance technique training and/or movement science training; rpt: NR
The Arts	DNCE 95	10829.40	Gyrokinesis®: 60 Minute Format and Other Sequences	dc
The Arts	DNCE 95	10829.55	Gyrokinesis®: 60 Minute Format and Other Sequences	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: D; rpt: NR
Social Sciences	ECON 10	10736.00	Statistics for Business and Economics	desc; tps; lrng obj; moe; assign
Social Sciences	ECON 10H	10736.05	Statistics for Business and Economics Honors	desc; tps; lrng obj; moe; assign
Social Sciences	ECON 6	10737.00	Environmental and Resource Economics	desc; tps; lrn obj; assign; txt; val
Business Science	ENTR 220	14630.00	Business Start-Up Design: Legal, Operations, and People	nc: 2 units (2 hrs lec); top: 506.40; sam: C; rpt: NR
Life Sciences	ENV 6	10737.15	Environmental and Resource Economics	desc; tps; lrn obj; assign; txt; val
Languages	ESL 201L	14596.00	Academic Writing II Learning Center	nc: .5 unit (1.5 hrs learning center); coreq: ESL 201; top: 4930.84; rpt: R-E-3; sam: E; gr opt: pass/no-pass
Languages	ESL 201L	14526.00	Academic Writing II Learning Center	dc
Languages	ESL 301L	14625.00	Academic Writing II Learning Center	nc: .5 unit (1.5 hrs learning center); coreq: ESL 201; top: 4930.84; rpt: R-E-3; sam: E; gr opt: pass/no-pass; rpt: NR
Languages	ESL 301L	14430.00	Academic Writing II Learning Center	dc

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
Physical Sciences	GEOL 169	1914.00	Geology Field Studies: Zion National Park, Utah	nc: 1 unit (.5 hrs lec/1.5 hrs lab); lim: Students must be able to hike and camp (tents, sleeping bags, cooking, limited showers); top: 1914.00; sam: E; rpt: NR
Social Sciences	HD 105	3740.00	Infant/Toddler Programs	desc; moe; assign; txt
Social Sciences	HD 4	3391.00	Infant and Toddler Development	crs id: <del>HD-104</del> HD 4; desc; tps; lrng obj; moe; assign; txt
Social Sciences	HD 7	3720.05	Developmental Psychology: Childhood and Adolescence	desc; moe; assign; txt
Humanities	HUM 73	10511.00	Film Genre Studies	desc; moe; assign; txt
Humanities	HUM 74	14155.00	Film and Literature	moe; txt
The Arts	IMA 30	13244.05	3D Animation	desc; rec: <del>IMA-20</del> ; tps; lrng; moe; assign; txt; val
The Arts	IMA 96	14376.05	2D Animation Principles	desc; tps; moe; assign
Languages	JA 1	4095.00	Beginning Japanese I	desc; tps; lrn obj; moe; assign; txt
Languages	JA 1H	4095.05	Beginning Japanese I Honors	desc; tps; lrn obj; moe; assign; txt
Languages	JA 21	4115.00	Introduction to Japanese Culture	desc; rec: College-level English reading, writing and Internet-technology based communication skills; tps; lrn obj; moe; assign; txt
Languages	JA 23	13250.00	Japanese Anime and Manga	desc; rec: RD 370, ESL 301, or WR 301; tps; lrn obj; moe, assign; txt; val
Humanities	JRNL 40	13141.00	Mass Media and Society	desc; tps; lrn obj; moe; assign; txt
Kinesiology	KNES 64	13055.30	Basketball IV	nc: .5 units (1.5 hrs lab); top: 0825.00; sam: E; rpt: NR
Kinesiology	KNES 99	13204.05	Introduction to Kinesiology	<del>KNES 102</del> 99
Business Science	LGL 15	14285.00	Environmental Law and Policy	crs id: <del>LGL-215</del> LGL 15; desc
Languages	LIB 111	14212.00	introduction to Electronic Databases	desc; tps; lrn obj; moe; assign; txt
Languages	LIB 112	14213.00	Information Competency: Internet Searching	desc; tps; lrn obj; moe; assign; txt
Humanities	LIT 24	4207.00	Contemporary Literatureq	desc; tps; lrn obj; moe; assign; txt
Humanities	LIT 48	14155.10	Film and Literature	moe; txt

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
Math, CS, Engr	MATH 353	4695.10	Elementary Algebra	coreq: none MATH 353L; rec: Concurrent-enrollment in MATH 353L strongly recommended; val
Math, CS, Engr	MATH 353L	13098.00	MATH 353 Learning Assistance	sr
Business Science	MGT 10	10736.10	Statistics for Business and Economics	desc; tps; lrng obj; moe; assign
Business Science	MGT 10H	10736.15	Statistics for Business and Economics Honors	desc; tps; lrng obj; moe; assign
Business Science	MGT 115	9254.00	Diversity, Business, and the Workplace	ti; desc; tps; lrn obj; moe; assign; txt
The Arts	MUS 255	14564.00	Beginning Piano Pedagogy	nc: 3 units (3 hrs lec/1 hrs lab); rec: MUS 57, MUS 59, or a minimum of four years of piano studies; top: 1008.10; sam: C; rpt: NR
Emeritus	MUS 452	14635.00	Early Advanced Piano	nc: 0 units (1.5 hrs lec; 1.5 hrs lab); top: 1004.00; sam: E; rpt: 99; rec: MUS 56, MUS 451, or two years of piano; rpt: 99
Emeritus	MUS 454	14645.00	Piano Master Class-Solo and Collaborative Piano	nc: 0 units (3 hrs lab); top: 1004.00; sam: E; rpt: 99; rec: MUS 54, 55, 56, 57, 450, 451, 452; rpt: 99
The Arts	MUS 54	5020.05	Piano I	rec: Prior completion of or concurrent-enrollment in MUS 1; tps; moes; assign; txt
The Arts	MUS 55	5020.20	Piano II	rec: Prior completion of or concurrent-enrollment in MUS 1- MUS 54; tps; moes; txt
The Arts	MUS 56	5020.25	Piano III	tps; moe; assign; val
The Arts	MUS 57	5020.30	Piano III	tps; lrng obj; moe; assign; val
The Arts	MUS 59	14391.05	Piano Performance and Ensemble	desc; lim: Not a beginning class; focuses on classical sonatas and etudes none; rec: MUS 54, 55, 56, or 57; tps; moe; assign; txt; val
The Arts	MUS 62	14640.00	Collaborative Piano	nc: 1.5 units (1 hr lec; 2 hrs lab); top: 1005.00; sam: C; rpt: NR; rec: MUS 59; rpt: NR
The Arts	MUS 65	14579.00	Piano Accompanying	nc: 1.5 units (1 hr lec; 1.5 hrs lab); top: 1004.00; sam: E; rec: MUS 59; rpt: NR
The Arts	MUS 83	11031.00	Guitar I	ti; desc; tps; lrn obj; moe; assign; txt; val
The Arts	MUS 84	11031.05	Guitar II	ti; desc; tps; lrn obj; moe; assign; txt; val
The Arts	MUS 85	11031.15	Guitar III	ti; desc; tps; lrn obj; moe; assign; txt; val
Social Sciences	PSYC 1	5870.00	Introduction to Psychology	prereq: none Eligibility for WR 201, ESL 201, or WR 399; moe; assign; val

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
Social Sciences	PSYC 10	5887.00	Statistical Methods in the Behavioral Sciences	tps; lrn obj
Social Sciences	PSYC 10H	5887.05	Statistical Methods in the Behavioral Sciences Honors	tps; lrn obj
Social Sciences	PSYC 1H	5870.05	Introduction to Psychology Honors	prereq: none Eligibility for WR 201, ESL 201, or WR 399; moe; assign; val
Social Sciences	PSYC 60	9371.50	Psychology as a Major and a Profession	desc; tps; assign; txt; val
Social Sciences	PSYC 7	3720.00	Developmental Psychology: Childhood and Adolescence	desc; moe; assign; txt
Languages	RD 370	11187.00	Reading for College Success	coreq: <del>RD 371</del>
Languages	RD 371	11188.00	Reading Laboratory	dc
Languages	SIGN 24	14602.00	Intermediate American Sign Language II	nc: 4 units (4 hrs lec); top: 0850.00; sam: E; rpt: NR; prereq: SIGN 23; rpt: NR
Social Sciences	SOC 20	3600.00	Race and Ethnic Group Relations	ti; desc; tps; lrng obj; moe; assign; txt
Social Sciences	SRM 180	14216.00	Introduction to the Principles of Sustainability	ti; desc; tps; lrng obj; moe; assign; txt
Social Sciences	SRM 185	14217.00	Society and Sustainability	ti; desc; tps; lrng obj; moe; assign; txt
Social Sciences	SRM 190	14218.00	Sustainable Practices and Resource Management for Communities	ti; desc; tps; lrng obj; moe; assign; txt
Social Sciences	SRM 195	14219.00	Business Care for Sustainability	ti; desc; tps; lrng obj; moe; assign; txt
The Arts	TA 30	6335.10	Introduction to Oral Interpretation	txt
The Arts	TA 35	6350.10	Voice and Diction	assign; txt
The Arts	TA 41	6500.00	Stage Lighting Design	desc; tps; lrn obj; moe; assign; txt
The Arts	TA 42	6505.00	Costume Design	desc; tps; lrn obj; moe; assign; txt
The Arts	TA 5	6385.00	Acting Styles: Contemporary	sr
The Arts	TA 7	6395.00	Screen Acting Techniques	txt

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Irvine Valley College, Emergency Phone/Mass Notification System Project, Award of Bid No. 317, The Amergroup, Inc.

**ACTION:** Approval

---

### **BACKGROUND**

Irvine Valley College is seeking to purchase and install a campus-wide Emergency Phone/Mass Notification System to strengthen its emergency preparedness.

### **STATUS**

On February 25 and March 3, 2016, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Emergency Phone/Mass Notification System project. The request for bids was also posted on the district web site. On March 4, 2016, four bidders attended the mandatory job walk. Two bids were received on March 18, 2016. The lowest bid meeting all specification requirements was submitted by The Amergroup, Inc. of Vista, CA, in the amount of \$287,000 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Funds are available in Irvine Valley College General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees award Bid No. 317, Irvine Valley College Emergency Phone/Mass Notification System project and approve the agreement (EXHIBIT B) with The Amergroup Inc. of Vista, CA, in the amount of \$287,000.

**Bid No. 317**  
**Emergency Phone/Mass Notification System**  
**Irvine Valley College**

**April 25, 2016**

<b><u>CONTRACTORS</u></b>	<b><u>LOCATION</u></b>	<b><u>AMOUNT</u></b>
*The Amergroup, Inc.	Vista, CA	\$287,000
TRL Systems	Rancho Cucamonga, CA	\$345,632

**\*Recommended Award**

**AGREEMENT – CONSTRUCTION SERVICES, EMERGENCY TELEPHONE/MASS NOTIFICATION SYSTEM, IRVINE VALLEY COLLEGE**

THIS AGREEMENT, dated the 25<sup>th</sup> day of April, 2016, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and The Amergroup, Inc., 980 Park Center Dr., Suite J, Vista, CA 92081, 760.727.4020, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as SOCCCD - Irvine Valley College - Emergency Phone / Mass Notification System Project - District Bid #317 according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke-Free Workplace Certification, No Gift Policy Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of two hundred eighty seven thousand Dollars (\$287,000).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within hundred (100) consecutive calendar days from the date specified in the Notice to Proceed.

Bid 317 Emergency Telephone/Mass Notification System  
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5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of five hundred Dollars (\$500) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. **Termination for Cause or Non-appropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. **Hold Harmless and Indemnification.** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:



Bid 317 Emergency Telephone/Mass Notification System  
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(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries

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including accidental death, to any one person in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

and

Subject to the same limit for each person on account of one accident, in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

Property Damage Insurance in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

Course of Construction Insurance without exclusion or limitation in an amount not less than \$2,000,000

Excess Liability Insurance (Contractor only) \$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

**Waiver of Subrogation**

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

**Additional Insured Endorsement Requirements.**

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors

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Irvine Valley College  
April 25, 2016

shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Mike Sepiol, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon

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April 25, 2016

application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

“DISTRICT”

“CONTRACTOR”

South Orange County Community College District

The Amergroup, Inc.

By: \_\_\_\_\_

Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

By: \_\_\_\_\_

Mike Sepiol  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
665638  
CONTRACTOR’S License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Saddleback College and Irvine Valley College, Bookstore Operations Services Agreements, Amendment No. 3, Follett Higher Education Group

**ACTION:** Approval

---

### **BACKGROUND**

On May 21, 2012, the Board of Trustees approved a two year agreement with the option for three one-year extensions with Follett Higher Education Group for the bookstore operations at Saddleback College and Irvine Valley College beginning July 1, 2012.

### **STATUS**

Saddleback College and Irvine Valley College have requested the district renew the Bookstore Operations Services Agreements (EXHIBIT B and C) for the third of the three one-year extensions beginning July 1, 2016 and ending June 30, 2017.

Compensation is summarized in EXHIBIT A. The original agreements are available for review in the district purchasing department.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 3 (EXHIBIT B and C) to the Saddleback College and Irvine Valley College Bookstore Operations Services Agreements with Follett Higher Education Group, for the third of three one-year extensions, beginning July 1, 2016 and ending June 30, 2017.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**28000 Marguerite Parkway**  
**Mission Viejo, CA 92692**

**April 25, 2016**

**BOOKSTORE OPERATIONS COMPENSATIONS BY COLLEGE**

<b>Category</b>	<b>Saddleback College</b>	<b>Irvine Valley College</b>
<b>Compensations:</b>	13.5% Gross Revenue up to \$5 million; plus 14.5% of any part of Gross Revenue over \$5 million	13.5% Gross Revenue up to \$5 million; plus 14.5% of any part of Gross Revenue over \$5 million
<b>General Scholarship:</b>	\$10,000/annually  (general scholarship contribution administered by the College)	\$10,000/annually  (general scholarship contribution administered by the College)
<b>Textbook Scholarship:</b>	\$10,000/annually  (textbook scholarship in the form of gift cards or accounts receivable acct. administered by College Administration)	\$10,000/annually  (textbook scholarship in the form of gift cards or accounts receivable acct. administered by College Administration)
<b>Library Donations</b>	\$5,000 worth of textbook donation  Loan the Library 150 top title textbooks every semester	\$5,000 worth of textbook donation  Loan the Library 150 top title textbooks every semester

**AMENDMENT No. 3  
TO THE BOOKSTORE OPERATIONS SERVICES AGREEMENT  
AT SADDLEBACK COLLEGE**

**April 25, 2016**

**THIS AMENDMENT** shall modify the original agreement dated July 1, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Follett Higher Education Group, 3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154, hereinafter referred to as "VENDOR."

**WHEREAS**, Article 2 of the original agreement establishes the term for two years with three one-year options to renew; and

**WHEREAS**, on April 28, 2014, Amendment No. 1 extended the term of the agreement from July 1, 2014 to June 30, 2015, under the same terms and conditions as the original agreement; and

**WHEREAS**, on March 30, 2015, Amendment No. 2 extended the term of the agreement from July 1, 2015 to June 30, 2016, under the same terms and conditions as the original agreement; and

**WHEREAS**, SADDLEBACK COLLEGE has requested that the DISTRICT renew the Agreement for the third of three one-year extensions; and

**WHEREAS**, VENDOR is able and willing to extend the term of the agreement for one year; and

NOW, THEREFORE, the parties agree as follows:

1. Article 2 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2017, under the same terms and conditions as the original agreement.

**IN WITNESS HEREOF**, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"VENDOR"  
Follett Higher education Group, Inc.

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

By: \_\_\_\_\_  
Donald J. Germano  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AMENDMENT No. 3  
TO THE BOOKSTORE OPERATIONS SERVICES AGREEMENT  
AT IRVINE VALLEY COLLEGE**

**April 25, 2016**

**THIS AMENDMENT** shall modify the original agreement dated July 1, 2012, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Follett Higher Education Group, 3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154, hereinafter referred to as "VENDOR."

**WHEREAS**, Article 2 of the original agreement establishes the term for two years with three one-year options to renew; and

**WHEREAS**, on April 28, 2014, Amendment No. 1 extended the term of the agreement from July 1, 2014 to June 30, 2015, under the same terms and conditions as the original agreement; and

**WHEREAS**, on March 30, 2015, Amendment No. 2 extended the term of the agreement from July 1, 2015 to June 30, 2016, under the same terms and conditions as the original agreement; and

**WHEREAS**, IRVINE VALLEY COLLEGE has requested that the DISTRICT renew the Agreement for the third of three one-year extensions; and

**WHEREAS**, VENDOR is able and willing to extend the term of the agreement for one year; and

NOW, THEREFORE, the parties agree as follows:

1. Article 2 shall read:

The term of this agreement is hereby extended from July 1, 2016 to June 30, 2017, under the same terms and conditions as the original agreement.

**IN WITNESS HEREOF**, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"  
South Orange County Community College District

"VENDOR"  
Follett Higher education Group, Inc.

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons  
Vice Chancellor, Business Services

By: \_\_\_\_\_  
Donald J. Germano  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Saddleback College and Irvine Valley College: Speakers  
**ACTION:** Approval

---

**BACKGROUND**

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges and/or ATEP since the last board meeting. Travel expenses and/or honorarium for speakers must be recommended by the Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
4/23/16 4/24/16 4/30/16	Kia Shafe – OC Pathways to STEM Computer Science	Mohammad Asghari	Computer Science	\$2500

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
4/22/16	Celina Lee – Training for Staff and Faculty	Cheryl Gould	Mastering Challenging Customer Service	\$3,000
5/19/16	Office of the President	Lt. Col. Rob Waldman	Leadership Workshop	\$12,500
5/19/16	DALS Speaker Academic Senate	Norman Stolzoff	Betwixt and Between Exploration of a Consumer Anthropologist	\$3,000 ASIVC

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Student Out of State Travel  
**ACTION:** Approval

---

### **BACKGROUND**

The Saddleback College and Irvine Valley College are committed to offering high quality educational opportunities to their students which may include travel out of state for attendance at conferences and other activities which are in connection with courses of instruction or school-related social, educational, cultural, athletic, or college music activities and/or performances. Student travel shall follow the guidelines as listed in the board policy BP-6125 Student Travel: Field Trips and Excursions.

### **STATUS**

The student out-of-state travel items listed in EXHIBIT A have been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. Faculty and staff advisors traveling with students are listed along with the college, trip dates, location, costs and funding source related to the travel. For course related travel, the course name and catalog number are included along with course credit values.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus. Advisors will ensure all students have appropriate risk management forms completed.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the colleges' student out-of-state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*  
*Dr. Tod A. Burnett, President, Saddleback College*  
*Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

Out of State Student Travel  
 April 25, 2016  
 Board of Trustees Meeting

**Student Group Travel**

Description of Trip, Location	Trip Dates Inclusive, to/from	Group, Club	No. of students	No. of faculty	Cost Per Student	College Cost	Total Cost (student plus college)	Funding Source(s)	College

**Student Course Travel** (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student (if appropriate)	Enrollment Capacity	Number of Units for course	Total Cost (Course Fee plus number of units)	College
Biology 109 13015.00	June 11, 2016 to June 19, 2016	Grand Staircase-Escalante National Monument, Southern Utah	\$171.50	20	2	\$263.50 \$171.50 plus \$46.00/unit	IVC

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No.16-11 to Amend  
FY 2015-2016 Adopted Budget

**ACTION:** Approval

## **BACKGROUND**

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

## **STATUS**

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2015-2016 Adopted Budget.

The District is updating the adopted budget with current information as follows:

### **General Fund**

Student Equity Plan at Saddleback College	\$635,635
Disabled Student Programs & Services at Saddleback College	\$295,191
Full-time Student Success Grant at Saddleback College	\$25,400
Cooperative Agencies Resources for Education at Irvine Valley College	\$2,630
Extended Opportunity Programs & Services at Irvine Valley College	\$3,255
Disabled Student Programs & Services at Irvine Valley College	\$48,580
2015/2015 Basic Skills at Irvine Valley College	\$185,236
Temporary Assistance for Needy Families at Saddleback College	\$2,622
CalWORKs at Saddleback College	\$10,795
Instructional Material Fees (Restricted) at Saddleback College	(\$2,846)
Total Increase to the General Fund	<u><u>\$1,206,498</u></u>

### **Capital Outlay Fund**

District Services Capital Projects	\$296,054
Total Increase to the Capital Outlay Fund	<u><u>\$296,054</u></u>

<b>Total Budget Amendment</b>	<u><u>\$1,502,552</u></u>
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## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-11 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

**RESOLUTION 16-11**

April 25, 2016

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,502,552 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2015-2016 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess funds are to be appropriated according to the following schedule:

**General Fund**

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$2,622
8600	State Revenue	\$1,206,722
8800	Local Revenue	(\$2,846)
		<u>\$1,206,498</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$278,010
2000	Classified Salaries	\$553,489
3000	Fringe Benefits	\$303,525
4000	Books and Supplies	\$3,116
5000	Other Operating Expenses and Services	(\$11,135)
6000	Capital Outlay	\$43,208
7000	Other Outgoing	\$36,285
		<u>\$1,206,498</u>

**Capital Outlay**

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8900	Incoming Transfer	296,054
		<u>\$296,054</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
5000	Other Operating Expenses and Services	196,054
6000	Capital Outlay	\$100,000
		<u>\$296,054</u>

**Total Budget Amendment** \$1,502,552

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2015-2016

GENERAL FUND

**RESOLUTION 16-11**

April 25, 2016

STATE OF CALIFORNIA )  
  )  
COUNTY OF ORANGE  )

I, Gary L. Poertner, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$1,502,552 duly and regularly adopted by the said Board at a regular meeting thereof held on April 25, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of April 2016.

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Gary L. Poertner  
Secretary to the Board of Trustees

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Transfer of Budget Appropriations  
**ACTION:** Ratification

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**BACKGROUND**

Title 5, California Code of Regulations, Section 58199 requires the Board of Trustees to approve, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and ratify, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the Contingency Reserve.

**STATUS**

For the current reporting period ending March 31, 2016 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**TRANSFER OF BUDGET APPROPRIATIONS SUMMARY**

**For the period ended March 31, 2016**

**General Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	Academic Salaries	\$53,841	
2000	Classified Salaries	\$42,521	
3000	Fringe Benefits	\$55,566	
4000	Books and Supplies		\$85,477
5000	Other Operating Expenses & Services	\$366,605	
6000	Capital Outlay		\$72,866
7000	Other Outgo		\$360,190
<b>Total Transfers - General Fund</b>		<b><u>\$518,533</u></b>	<b><u>\$518,533</u></b>

**Capital Outlay Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
5000	Other Operating Expenses & Services		\$98,033
6000	Capital Outlay	\$80,746	
7000	Other Outgo	\$17,287	
<b>Total Transfers - Capital Outlay Fund</b>		<b><u>\$98,033</u></b>	<b><u>\$98,033</u></b>

<b>Total Transfers</b>		<b><u>\$616,566</u></b>	<b><u>\$616,566</u></b>
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**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Purchase Orders and Checks  
**ACTION:** Ratification

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**BACKGROUND**

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

**STATUS**

Purchase orders over \$5,000 amounting to \$1,531,515.63 and an additional 392 purchase orders below \$5,000 amounting to \$330,132.03 for a combined total of \$1,861,647.66 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,201 checks in the amount of \$7,796,845.07 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks in EXHIBIT A through EXHIBIT C.



## South Orange County Community College District

### Purchase Order Ratification (Supplier)

March 9, 2016 through April 6, 2016

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P173746	Apple Computer, Inc.	Mac Computer Refresh	256,283.40
P173711	Bone Clones, Inc.	Anthropology Skeletons and Supplies	8,485.57
P173857	Boundless Network, Inc.	2 Gig USB Drive	8,491.39
P173858	Boundless Network, Inc.	Recycled Magnetic Journals	7,925.34
P173553	BSN Sports	Instructional Equipment for IVC Soccer Programs.	14,373.61
P173589	BSN Sports	Tennis Ball Retriever for IVC Tennis program.	6,397.62
P173900	BSN Sports	Instructional equipment for IVC Baseball program.	9,431.64
P173901	BSN Sports	Instructional equipment for IVC Baseball program	6,317.83
P173915	BSN Sports	Instructional equipment for IVC Baseball program.	9,981.21
P173728	Carolina Biological Supply	Models for additional Human Anatomy Laboratory	15,120.08
P173516	CDW Government, Inc.	HP Replacement Computers	14,377.18
P173529	CDW Government, Inc.	UPS (Uninterrupted Power Supply) for Tech. Svcs	128,836.42
P173629	CDW Government, Inc.	Replacement Printers & Scanners	6,379.37
P173666	CDW Government, Inc.	HP Laptops	8,509.16
P173950	CDW Government, Inc.	HP Computer Refresh	722,159.28
P173773	Cell Business Equipment	Canon High Speed Scanner for DSPS	7,917.48
P173910	Club Car, LLC.	Carryall 900 Electric Utility Vehicle	15,009.55
P173520	ConsuLab Educatech Inc.	Engine performance trainer	15,012.00
P173586	Contract Paper Group, Inc.	Stores Copy Paper	20,847.46
P173578	County of Orange Auditor-Controller	Surcharge on Parking Citations	125,000.00
P173737	Defoe Furniture 4 Kids	Cubbies needed for IVC CDC	7,257.00
P173949	Dell Marketing	Dell PowerEdge Servers	9,810.98
P173911	Enhance Mats	Instructional equipment for IVC Gymnasium	5,002.40
P173948	Eplus Technology, Inc.	Cisco Phones and Licensing	19,183.00
P173526	Fisher Scientific	Replacement Glassware/Equip. SC Chemistry Dept.	5,114.40
P173889	Fisher Scientific	Instructional Equipment for Chemistry Dept. at SC	12,550.33
P173577	Grp2 Uniforms, Inc.	Officer's Uniforms	8,000.00
P173628	Ingardia Brothers Produce, Inc.	Groceries for Culinary Arts Classes	15,000.00
P173735	Island Promotional Products	Promotional Items for EOPS/CARE Outreach	12,235.08
P173814	Island Promotional Products	Educational Survival Kits for EOPS/CARE students	7,260.09
P173683	Jacobsen West	Smithco Sweep Star 60 Grounds equipment	42,228.00
P173871	Jacobsen West	Replace grounds equipment	23,223.24
P173864	Ki P.O. Box 8100	Furniture for MSE Student Lounge	6,559.92
P173745	Livescribe	Livescribe Smart pens and accessories for DSPS	11,477.97
P173876	Lynde-Ordway Company, Inc.	Paper Cutter	14,681.52
P173912	Matrix Fitness	Instructional Equipment for IVC Life Fitness Centre	15,142.12
P173898	Medco Supply Company	Athletic Training Instructional Equipment	5,406.31
P173953	Medical Device Depot, Inc.	Instructional equipment for the CTE Program.	8,042.76
P173755	Mission Viejo Country Club	Refreshments for DS Professional Development Event	5,834.80
P173590	Nustep, Inc.	Instructional Equipment for IVC APE program	7,546.00
P173879	Prestige Golf Cars	Electric EZGO Golf Carts	8,467.20
P173907	Saddleback Golf Cars, Inc.	EZ Go Cart	8,100.00
P173874	Sonic Foundry Inc.	Mediasite annual license	18,450.00
P173665	South Coast Air Quality Management District	Annual Operating fees 2015-2016	8,032.98
P173552	Study In The Usa, Inc.	Online ad for international student program	5,350.00
P173840	SVM, LP	Gas Cards for EOPS/CARE eligible students.	12,785.00
P173563	Sysco Riverside, Inc.	2015-2016 Groceries for Culinary Arts classes.	5,000.00
P173943	The Dumbbell Man Fitness Equipment	IVC Life Fitness Center Instructional Equipment	10,822.80
P173805	Tuttle-Click Ford	Twelve Passenger Van	32,408.75
P173679	Vacumetrics Inc.	Instructional equipment for IVC Kinesiology program	11,037.32
P173642	Veritiv Operating Company	Shop Safety & Cleanliness Items	7,528.78
P173784	Wenger Corporation	Equipment for IVC Equipment room	7,378.32
P173702	Western Graphics Plus, Inc.	Marketing material for the CA Career Café	10,450.00
P173779	Western Graphics Plus, Inc.	Print Materials for Energy Efficiency & Utilities Proj.	11,425.00
P173955	Xerox Corporation	Xerox Office Services (XOS) for Libraries	21,000.00
P173637	YBP Library Services	Library Books	10,000.00

**TOTAL PURCHASE ORDERS \$ 1,836,647.66**



## South Orange County Community College District

### Purchase Order Ratification (Amount)

March 9, 2016 through April 6, 2016

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P173900	BSN Sports	Instructional equipment for IVC Baseball program.	9,431.64
P173666	CDW Government, Inc.	HP Laptops	8,509.16
P173857	Boundless Network, Inc.	2 Gig USB Drive	8,491.39
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P173814	Island Promotional Products	Educational Survival Kits for EOPS/CARE students	7,260.09
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P173864	Ki P.O. Box 8100	Furniture for MSE Student Lounge	6,559.92
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P173629	CDW Government, Inc.	Replacement Printers & Scanners	6,379.37
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P173526	Fisher Scientific	Replacement Glassware/Equip. SC Chemistry Dept.	5,114.40
P173911	Enhance Mats	Instructional equipment for IVC Gymnasium	5,002.40
P173563	Sysco Riverside, Inc.	2015-2016 Groceries for Culinary Arts classes.	5,000.00

**TOTAL PURCHASE ORDERS \$ 1,836,647.66**



## South Orange County Community College District

EXHIBIT C  
Page 1 of 1

### Check Ratification

March 8, 2016 through April 6, 2016

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	966	4,098,261.50
07 IVC Community Education	4	12,508.09
09 SC Community Education	17	102,087.93
12 Child Development	18	3,728.79
40 Capital Outlay	111	3,144,427.66
68 Self Insurance	1	1,130.68
71 Retiree Benefit	4	367,149.34
95 SC Associated Student Government	19	12,144.65
96 IVC Associated Student Government	61	55,406.43
<b>Total Checks</b>	<b>1,201</b>	<b>\$7,796,845.07</b>

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: March 2016 Contracts

**ACTION:** Ratification

### **BACKGROUND**

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$86,000 for equipment, supplies and maintenance projects. During March 2016, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

### **CONTRACTOR NAME**

### **CONTRACT AMOUNT**

<u>Meridian IT</u> Software Support Agreement- For systems support renewal of Nutanix, a data storing hardware platform. Saddleback College	\$83,118.52
<u>Capistrano Unified School District &amp; South Coast Regional Occupational Program</u> Memorandum of Understanding- For clarification of terms to transition adult education programs from South Coast ROP to Saddleback. Saddleback College	\$75,000.00
<u>Education 4 Work</u> Amendment No.1- For additional CA Career Café project services in the amount of \$35,000 and time extension to 6/30/2016 for a revised contract total of \$70,000. Irvine Valley College	\$70,000.00
<u>Quick Caption</u> Independent Contractor Agreement- To provide captioning services for deaf and hard of hearing students from 7/1/2015-6/30/2016. Saddleback College	\$60,000.00
<u>Young Rembrandts</u> Amendment No. 2- To provide additional community education art classes of \$45,000 and time extension to 6/30/2017 for a revised contract total of \$59,160. Saddleback College	\$59,160.00

<u>Quezada Pro Landscaping, Inc.</u> Contractor Services Agreement- For tree pruning maintenance services campus-wide.  Saddleback College	\$59,000.00
<u>Meridian IT.</u> Software License & Support Agreement- For server and desktop virtualization software, VMWare, from 3/18/2016-3/17/2017.  Saddleback College	\$41,550.83
<u>Bravo Sign &amp; Design</u> Amendment No. 1- To provide additional maintenance services of \$10,000 to repaint directional signs campus-wide for a revised contract total of \$40,000.  Saddleback College	\$40,000.00
<u>Gregg D. Ander, LLC</u> Amendment No. 1- To provide additional consulting services of \$25,000 for a revised contract total of \$40,000.  Irvine Valley College	\$40,000.00
<u>IBI Group</u> Amendment No. 1- To provide additional architecture services of \$2,082 for a revised contract total of \$38,624.  Irvine Valley College	\$38,624.00
<u>Mad Science of Orange County</u> Educational Services Agreement- For community education classes in Science for College for Kids program.  Saddleback College	\$34,800.00
<u>Turnip Rose Elite Catering</u> Catering Services Agreement- For catering services for IVC Foundation Awards on 4/2/2016.  Irvine Valley College Foundation	\$26,081.91
<u>Applied Learning Science</u> Independent Contractor Agreement- For consultant services and analysis for implementing a CTE grant.  Irvine Valley College	\$25,000.00
<u>OPTIV Security</u> Software Maintenance and Support Agreement- For maintenance and support renewal of McAfee Vulnerability Assessment Tool.  District Services	\$24,195.95
<u>Customer Expressions Corporation</u> Software Service Agreement – For maintenance of legal service case management software.  District Services	\$22,100.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Xerox</u> Service Agreement- For student print management software for IVC and Saddleback College from 3/1/2016-2/28/2021. Saddleback College / Irvine Valley College	\$21,872.88
<u>Mathobotix</u> Independent Contractor Agreement- For professional development for IVC faculty and staff on best practices in STE/STEM/Work-based learning. Irvine Valley College	\$18,000.00
<u>CareerBuilder Government Solutions</u> Service Agreement – For job advertisement posting on website. District Services	\$18,000.00
<u>Parsons Brinckerhoff, Inc.</u> Amendment No. 1- No cost extension through 5/9/2016 for labor compliance. Saddleback College	\$17,320.00
<u>Super Readers</u> Amendment No. 1- To provide additional community education reading classes and time extension to 6/30/2017 for \$14,000 for a revised total of \$17,000. Saddleback College	\$17,000.00
<u>Floor Technology Group</u> Contractor Services Agreement- For carpet replacement in Counseling Center. Irvine Valley College	\$16,894.00
<u>Dr. Nancy Carritte</u> Independent Contractor Agreement- For professional communication coaching services for employees, as needed. Irvine Valley College	\$16,500.00
<u>Hilton Los Angeles Airport</u> Amendment No. 1- For additional catering services of \$294.52 for a revised contract total of \$15,294.52. Saddleback College	\$15,294.52
<u>James Events</u> Independent Contractor Agreement- For event planning services for the District-wide Classified Staff Development Day on 3/23/2016. Irvine Valley College, Saddleback College, District Services	\$15,000.00
<u>LogMeIn</u> Software License Agreement- For chat software used by Technology Services and other departments campus-wide to provide chat capabilities for students. Irvine Valley College	\$15,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*



<u>Mobile Modular Management Corporation</u> Addendum to Lease Agreement_– For 3 year extension of modular classroom lease from 1/21/2016-1/19/2019. Irvine Valley College	\$38,808.00
<u>CareerAmerica, LLC</u> Software License Agreement- For one year subscription of financial aid software from 6/1/2016-5/31/2017. Saddleback College	\$12,000.00
<u>IncrediFlix</u> Educational Services Agreement- For community educational classes in filmmaking for College for Kids program from 6/13/2016-8/11/2016. Saddleback College	\$12,000.00
<u>Pristine Possibilities</u> Amendment No. 1- To provide additional LEGO® community education classes of \$9,000 and time extension to 6/30/2017 for a revised contract total of \$11,400. Saddleback College	\$11,400.00
<u>JAMF Software, LLC.</u> Software License Agreement- For Caper Suit's imaging and mobile device management software used by Technology Services Department. Irvine Valley College	\$11,100.00
<u>Leona Joyce Arntson</u> Independent Contractor Agreement- To develop teaching and learning strategies for young adults with intellectual disabilities from 3/25/2016-5/1/2016. Irvine Valley College	\$10,900.00
<u>ProQuest</u> Software License Agreement- For an electronic book (ebook) subscription service, which will be available upon demand until award funds are depleted. Irvine Valley College	\$10,400.00
<u>Purple Communications</u> Independent Contractor Agreement- For sign language interpreting services from 3/1/2016-6/30/2016. Saddleback College	\$10,000.00
<u>Veterans Legal Institute</u> Independent Contractor Agreement- To provide legal services to the veterans on campus from 3/9/2016-12/31/2016. Irvine Valley College	\$10,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>RD Systems Inc.</u> Services Agreement- Installation of alarm monitoring systems in Business Sciences and Technology Innovation Center, A200 and Computer Warehouse from 3/31/2016-4/15/2016. Irvine Valley College	\$9,984.52
<u>CDW-G</u> Software License Agreement- For Absolute Software asset management software used by Technology Services Department. Irvine Valley College	\$9,585.00
<u>Mavenlink</u> Software License Agreement- For Mavenlink project database management software used by the Technology Services Department. Irvine Valley College	\$9,434.00
<u>Dog Gone It</u> Independent Contractor Agreement- To provide equipment and game rental for IVC student events from 3/28/2016-6/30/2018. Irvine Valley College-ASIVC	\$9,000.00
<u>Digital Networks Group, Inc.</u> Independent Contractor Agreement- For audio visual equipment and installation services for IVC library/production room from 3/7/2016-6/30/2016. Irvine Valley College	\$9,000.00
<u>Cal-Pac Camps</u> Facility Use Agreement- For student government leadership retreat from 2/5/2016-2/7/2016 at Cedar Glen location. Irvine Valley College - ASIVC	\$8,968.00
<u>Sonic Foundry, Inc.</u> Software License Agreement- To record and upload video content software. Irvine Valley College	\$8,500.00
<u>Mike Brown Grandstands</u> Services Agreement- For rental and installation services of spot towers and platforms in quad area for Summer Theatre 2016. Saddleback College	\$7,800.00
<u>Northern Micrographics</u> Independent Contractor Agreement- To provide preservation imaging services to the Lariat from 4/1/2016-6/30/2016. Saddleback College	\$7,030.00
<u>Center for the Advancement of Student Equity</u> Independent Contractor Agreement- Guest speaker during the IVC Cultural Competence Summit on 4/14/2016. Irvine Valley College	\$7,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Agilent Technologies</u> Software Maintenance Agreement- For chemistry server annual maintenance services 4/1/2016-3/31/2017. Irvine Valley College	\$5,832.00
<u>Freedom Communications, INC.</u> Advertising Agreement- For OC Register's booklet print & delivery services from 3/16/2016-3/17/2016. Irvine Valley College	\$5,746.00
<u>Rancho Santiago Community College District</u> Grant Sub-Agreement- For Career and Technical Education /Global Business Workshop from 2/23/2016-8/31/2016. Saddleback College	\$5,273.00
<u>Mission Automotive Equipment &amp; Lifts</u> Independent Contractor Agreement- For automotive equipment maintenance and service plan 5/12/2016-5/12/2018. Saddleback College	\$5,200.00
<u>NetBrain</u> Software Maintenance Agreement- For NetBrain network monitoring system renewal for FY 2/2/2016-2/1/2017. Saddleback College	\$5,000.00
<u>Adolfo's Contractor Corporation</u> Contractor Services Agreement- To replace restroom roof at tennis courts location on 3/7/2016. Saddleback College	\$4,894.00
<u>R2A Architecture</u> Architectural Services Agreement- For floor closure design services at Learning Resources Center 2 <sup>nd</sup> floor. Saddleback College	\$4,700.00
<u>Meridian IT</u> Software Support Agreement- For Arista cloud networking software support from 4/1/2016-6/30/3017. District Services	\$4,350.00
<u>Flag Systems, Inc.</u> Independent Contractor Agreement- For audio visual services for 2016 Saddleback College Foundation Gala. Saddleback College	\$4,125.00
<u>FCLO Music Theatre</u> Independent Contractor Agreement- For summer theatre 2016 scenery rental. Saddleback College	\$4,000.00
<u>Hen House Grill</u> Independent Contractor Agreement- For catering services for IVC student events 3/28/2016-6/30/2017. Irvine Valley College-ASIVC	\$4,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Dr. Tyrone Howard</u> Independent Contractor Agreement- Guest presenter at the Cultural Competence Summit on 4/15/2016. Irvine Valley College-SEP Funding	\$4,000.00
<u>Cenurion Technologies</u> Software Maintenance Agreement- For SmartShield security protection software from 3/1/2016-3/1/2019. Saddleback College	\$3,757.50
<u>Fairfield Inn</u> Facility Use Agreement- For athletics event participants lodging from 3/21/2016-3/22/2016. Saddleback College	\$3,420.00
<u>Tuttle Click Dodge</u> Amendment No.1- To provide additional repairs of \$750 for a revised contract total of \$3,250. Irvine Valley College	\$3,250.00
<u>Cheryl Gould</u> Independent Contractor Agreement- To hold workshop on “Mastering Challenging Customer Service Situation” on 4/22/2016. Irvine Valley College	\$3,000.00
<u>Dr. Nancy Carritte</u> Independent Contractor Agreement- For Myer’s Briggs testing and coaching sessions from 1/11/2016-6/30/2016. Irvine Valley College	\$3,000.00
<u>Nathan DeWall</u> Independent Contractor Agreement- Guest speaker at Distinguished Academic Lecture Speaker Event on 4/12/2016. Irvine Valley College	\$3,000.00
<u>Safety Kleen</u> Services Agreement- For 3 year lease of auto parts washer for Transportation Department from 4/1/2016-6/30/2019. Saddleback College	\$3,000.00
<u>Collicutt Energy</u> Independent Contractor Agreement- For maintenance services of power house 1 (PH1) backup generator from 3/12/2016-6/30/2016. Irvine Valley College	\$2,988.20
<u>Costa Mesa 55 Tavern+Bowl</u> Services Agreement- For veteran’s outing event on 4/8/2016 to support the veterans on campus. Irvine Valley College	\$2,959.04
<u>Oak Creek Golf Club</u> Facility Use Agreement- For IVC golf team conference match on 4/31/2016. Irvine Valley College	\$2,880.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Dana Wharf Sportfishing and Whale Watching</u> Independent Contractor Agreement- For veteran's student council fishing trip for team building activities on 4/16/2016. Saddleback College	\$2,820.00
<u>AllData</u> Software License Agreement- For AllData repair estimate and maintenance software for Automotive Department from 3/25/2016-3/25/2019. Saddleback College	\$2,778.75
<u>South Coast Fire Protection</u> Contractor Service Agreement- For campus-wide backflow testing. Irvine Valley College	\$2,700.00
<u>Quality Office Furnishings</u> Independent Contractor Agreement- For furniture design services for counseling and library service areas. Irvine Valley College	\$2,667.60
<u>Cindra J. Smith</u> Independent Contractor Agreement- For Annual Board Self-Evaluation and Development Day facilitator on 5/21/2016. Saddleback College	\$2,250.00
<u>MapleSoft</u> Software License Agreement- For Maplesoft mathematical and analytical software for Mathematics Department. Irvine Valley College	\$2,400.00
<u>Las Golondrinas Mexican Food Catering</u> Independent Contractor Agreement- Catering services for the 2016 Transfer Celebration/Honors Recognition Ceremony on 5/11/2016. Saddleback College	\$2,341.01
<u>UCI Regents School of Medicine</u> Facilities Use Agreement- For EMS Paramedic class instruction with anesthesiologist using cadaver specimen at UCI willed body program, Saddleback College	\$2,267.00
<u>Orange County Health Care Agency</u> Affiliation Agreement- To participate in the American College of Health and National College of Health Annual Assessment Survey. District Services	\$2,400.00 (Revenue)
<u>At Last Window Coverings</u> Independent Contractor Agreement- Annual maintenance services to repair or replace window coverings campus-wide. Saddleback College	\$2,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Brian Boyce</u> Independent Contractor Agreement- Guest percussionist for Theatre Arts FY 2015-2016. Saddleback College	\$1,080.00
<u>Avalon Tent &amp; Party</u> Independent Contractor Agreement- Canopies and table rental for Preview Day on 3/1/2016. Irvine Valley College-ASIVC	\$1,759.85
<u>Medieval Times Dinner &amp; Tournament</u> Event Agreement- For veteran's outing event on 3/18/2016. Irvine Valley College	\$1,746.80
<u>Parsons Brinckerhoff, Inc.</u> Amendment No. 1- No cost extension of services through 5/9/2016 for TAS Swing Space project. Saddleback College	\$17,320
<u>John Carpenter</u> Independent Contractor Agreement- Guest vocalist from March 2016 through June 2016. Saddleback College	\$1,700.00
<u>Maquinsal Sewing Machine Sales and Service</u> Independent Contractor Agreement- Sewing equipment repair services. Saddleback College	\$1,700.00
<u>Monico Décor/Fusion Décor</u> Independent Contractor Agreement- To deliver and pickup scenery items for Saddleback College Foundation Gala on 3/12/2016. Saddleback College-Foundation	\$1,700.00
<u>Archie's Ice Cream</u> Independent Contractor Agreement- Ice cream truck for Senior day on 3/17/2016. Saddleback College	\$1,630.00
<u>CRI Electric</u> Contractor Services Agreement- Electrical and installation services for furniture partitions on 3/31/2016. Saddleback College	\$1,594.91
<u>Excellent Entertainment International Inc.</u> Independent Contractor Agreement- Persian music DJ services for IVC student events from 3/28/2016-6/30/2017. Irvine Valley College-ASIVC	\$1,500.00
<u>Magic Jump Rentals Orange County</u> Independent Contractor Agreement- For equipment and game rentals for IVC student events from 3/28/2016-6/30/2017. Irvine Valley College-ASIVC	\$1,500.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Pajvaak Dance - Nika Imani</u> Independent Contractor Agreement- Persian dance performance for IVC student events from 3/28/2016-6/30/2017. Irvine Valley College-ASIVC	\$1,500.00
<u>PRG (California), Inc.</u> Independent Contractor Agreement- Spot light repair services in McKinney Theatre from February 2016 to June 2016. Saddleback College	\$1,500.00
<u>JM Justus Fence Co.</u> Contractor Service Agreement- For fence and privacy slat installation services in Technology & Applied Science Building on 3/11/2016. Saddleback College	\$1,432.00
<u>Emerald Mirror and Glass</u> Independent Contractor Agreement- For emergency glass replacement services in room A200 from 2/2/2016-2/3/2016. Irvine Valley College	\$1,255.00
<u>Dove Canyon Golf Club</u> Facility Use Agreement- For IVC men's basketball banquet event on 3/17/2016. Irvine Valley College Foundation	\$1,250.00
<u>Bill's Sweeping Service</u> Contractor Service Agreement- For street sweeping services campus-wide on 2/8/2016. Saddleback College	\$1,200.00
<u>Geoffrey Salas</u> Independent Contractor Agreement- For score table duty services during baseball and basketball games for the Athletic Department. Irvine Valley College	\$1,200.00
<u>Alan Crawley</u> Independent Contractor Agreement- Guest keyboard player for "Drowsy Chaperone" from 3/14/2016-4/16/2014. Irvine Valley College	\$1,020.00
<u>Jeffrey Segal</u> Independent Contractor Agreement- Guest drummer for "Drowsy Chaperone" from 3/14/2016-4/16/2014. Irvine Valley College	\$1,020.00
<u>Caliber Signs &amp; Imaging</u> Independent Contractor Agreement- For creating signage for the meeting room. Irvine Valley College-Foundation	\$1,093.33
<u>Emcor Services</u> Contractor Service Agreement- To install a new chilled water sensor. Irvine Valley College	\$1,015.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Wedgewood Center</u> Facility Use Agreement- For Global Trade & Career and Technical Education Faculty meeting on 5/6/2016. Saddleback College	\$986.22
<u>Chris Boone</u> Independent Contractor Agreement- Guest bass player for "Drowsy Chaperone" from 3/14/2016-4/16/2014. Irvine Valley College	\$935.00
<u>CDW-G</u> Software License Agreement- For renewal of software which allows remote access to District IT infrastructure. District Services	\$888.00
<u>Colin Wenhardt</u> Independent Contractor Agreement- Guest reed player for the Department of Theatre Arts production of "She Loves Me" from 4/4/2016-4/17/2016. Saddleback College	\$880.00
<u>Hayan Charlston</u> Independent Contractor Agreement- Guest musician for the Department of Theatre Arts production of "She Loves Me" from 4/4/2016-4/17/2016. Saddleback College	\$880.00
<u>John Zavala</u> Independent Contractor Agreement- Guest trombonist for "Drowsy Chaperone Concert" from 3/14/2016-4/16/2016. Irvine Valley College	\$880.00
<u>Priyanka Venkatesh</u> Independent Contractor Agreement- Guest musician for the Department of Theatre Arts production of "She Loves Me" from 4/4/2016-4/17/2016. Saddleback College	\$880.00
<u>Stephanie Gilliland</u> Independent Contractor Agreement- Guest choreographer for IVC Spring Dance Concert from 5/6/2016-5/7/2016. Irvine Valley College	\$832.40
<u>Emcor Services</u> Contractor Services Agreement- Refrigerant Alarm testing in power house 4 location (PH4). Irvine Valley College	\$825.00
<u>Culligan Water</u> Independent Contractor Agreement- For monthly water softener services in the Culinary Arts Lab through 6/30/2016. Saddleback College	\$812.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*



<u>Santa Clarita Community College District</u> Grant Agreement- For institutional effectiveness team consultant services. Saddleback College	\$800.00 per campus visit (revenue)
<u>NetSupport Incorporated</u> Software License Agreement- For Netsupport classroom management software used by Psychology Department. Saddleback College	\$756.70
<u>Erwin Chemerinsky</u> Independent Contractor Agreement- Keynote Presentation on First Amendment at IVC president's opening session on 8/15/2016. Irvine Valley College	\$750.00
<u>Kevin B. Ayes</u> Independent Contractor Agreement- Guest pianist for 2/21/2016. Saddleback College	\$750.00
<u>Pacific Party Rental</u> Independent Contractor Agreement- For table rentals for the Astounding Inventions Event on 1/30/2016. Irvine Valley College	\$742.14
<u>California Stage &amp; Lighting</u> Independent Contractor Agreement- For stage drapery rental and installation for the Commencement Ceremony on 5/24/2016. Saddleback College	\$737.00
<u>Funtime Arcade Rentals</u> Independent Contractor Agreement- For ping pong and foosball table rental for Senior Day on 3/17/2016. Saddleback College	\$625.00
<u>Tableau Software, Inc.</u> Software License and Maintenance Agreement- For renewal of software which allows users to share data. Saddleback College	\$600.00
<u>Optic Photo Booth</u> Independent Contractor Agreement- For photo booth rental for IVC Foundation Awards Dinner on 4/2/2016. Irvine Valley College-Foundation	\$599.00
<u>Pro Media</u> Independent Contractor Agreement- Projection screen rental for Social Entrepreneurship Event on 3/19/2016. Saddleback College	\$550.00
<u>Susan Sellers</u> Independent Contractor Agreement- For musician booking fees for March 2016 performances. Saddleback College-Foundation	\$550.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Christine Lee (Sunny Cleaners)</u> Independent Contractor Agreement- For theatre arts costume shop dry cleaning services 2/3/2016-6/30/2016. Saddleback College	\$500.00
<u>Erwin Chemerinsky</u> Independent Contractor Agreement- For speaker for 2016 Commencement on 5/24/2016. Irvine Valley College-ASIVC	\$500.00
<u>Lina Bahn</u> Independent Contractor Agreement- For master violin class presentation on 4/29/2016. Saddleback College	\$500.00
<u>Maggie Calomiris</u> Independent Contractor Agreement- For poster/flyer graphic design services for marketing a Spring 2016 play. Saddleback College	\$500.00
<u>Parker Sims</u> Independent Contractor Agreement- For baseball game score keeper 3/8/2016-6/30/2016. Irvine Valley College-ASIVC	\$500.00
<u>Yary Photography</u> Independent Contractor Agreement- For men's basketball team photography services 3/15/2016-6/30/2016. Irvine Valley College-Foundation	\$500.00
<u>Optic Photo Booth</u> Independent Contractor Agreement- For photo booth rental and services for Senior Day on 3/17/2016. Saddleback College	\$499.00
<u>Quark</u> Software License Agreement- For Quark desktop page layout and design software used by Marketing Department. Irvine Valley College	\$483.00
<u>Zama Sports</u> Independent Contractor Agreement- For women's soccer game referee services from 3/12/2016-6/30/2016. Irvine Valley College-Foundation	\$460.00
<u>Craig Cammell</u> Independent Contractor Agreement- Guest alto saxophonist for Jazz Lab Day on 4/25/2016. Saddleback College	\$450.00
<u>Kam William</u> Independent Contractor Agreement- For IVC Tennis match officiating services from 3/15/2016 to 6/30/2016. Irvine Valley College-Foundation	\$450.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Timothy Michael Gill</u> Independent Contractor Agreement- Guest artist to perform in Improvised Jazz event on 3/14/2016. Saddleback College-ASG	\$450.00
<u>Solarwinds</u> Software Maintenance Agreement- For Solarwind's engineer's toolset network troubleshooting software used by Technology Services Department from 4/7/2016-4/6/2017. Saddleback College	\$409.00
<u>Fotograafe Studio</u> Independent Contractor Agreement- For photography services including photo processing, on 4/2/2016. Irvine valley College	\$400.00
<u>Dunivin's Towing</u> Independent Contractor Agreement- For vehicle towing services. Saddleback College	\$310.00
<u>Dr. Anita Casavantes</u> Independent Contractor Agreement- Guest speaker on the topic of immigration on 5/4/2016. Saddleback College	\$300.00
<u>Amber Caras</u> Independent Contractor Agreement- For assistant stage manager for FY 2015-2016 Theatre Arts productions. Saddleback College	\$300.00
<u>Emily Urban</u> Independent Contractor Agreement- Guest lecturer on the topic of emotions, psychology and health on 4/21/2016. Saddleback College	\$300.00
<u>Dr. Everard Meade</u> Independent Contractor Agreement- Guest speaker on the topic of Mexico border issues on 5/4/2016. Saddleback College	\$300.00
<u>Dr. Janina Scarlet</u> Independent Contractor Agreement- Guest speaker for 2016 Sexual Assault Awareness Week on 4/14/2016. Irvine Valley College	\$300.00
<u>Gayle's Embroidery</u> Independent Contractor Agreement- For embroidery and printing services of t-shirts and other items for various athletics teams. Irvine Valley College	\$300.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Gina Tabrizy</u> Independent Contractor Agreement- Guest speaker on the topic of clinical psychology on 4/12/1026. Saddleback College	\$300.00
<u>Nickolas Jones</u> Independent Contractor Agreement- Guest speaker on the topic of psychology emotions on 3/31/2016. Saddleback College	\$300.00
<u>SurveyMonkey</u> Software License Agreement- For online software used to conduct general student surveys on library services and workshops from 4/19/2016-4/18/2017. Saddleback College	\$300.00
<u>Sweet Video &amp; Photography (Nimish Patel)</u> Independent Contractor Agreement- For photography services for Theatre Arts Productions from 3/6/2016-6/30/2016. Saddleback College	\$300.00
<u>Impressions Graphic</u> Independent Contractor Agreement- For embroidery and printing services of t-shirts and other items for Athletics Department from 3/1/2016-6/30/2016. Irvine Valley College	\$270.00
<u>Adrienne Geffen</u> Independent Contractor Agreement- Guest clarinet for the Symphony Orchestra Concert on 3/11/2016. Saddleback College	\$255.00
<u>Betty Whyte</u> Independent Contractor Agreement- Guest flutist for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Brian Woodworth</u> Independent Contractor Agreement- Guest bassoon player for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Brian Woodworth</u> Independent Contractor Agreement- Guest bassoon player for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Claire Bertram</u> Independent Contractor Agreement- Guest oboe player for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Etsuo Ejiri</u> Independent Contractor Agreement- Guest violinist for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Gabriela M. Castro</u> Independent Contractor Agreement- Guest clarinet for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Hee Jeong Przytulski</u> Independent Contractor Agreement- Guest clarinet for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Josh Tate Huppert</u> Independent Contractor Agreement- Guest percussionist for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Leslie Schroerlocke</u> Independent Contractor Agreement- Guest clarinet player for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Marco Dealmeida</u> Independent Contractor Agreement- Guest horn player for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Marco Dealmeida</u> Independent Contractor Agreement- Guest horn player for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Mark Lilienthal</u> Independent Contractor Agreement- Guest horn player for in the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Mark Lilienthal</u> Independent Contractor Agreement- Guest horn player for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Matthew Fang</u> Independent Contractor Agreement- Guest violinist for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Maya Horikawa</u> Independent Contractor Agreement- Guest horn player for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Patricia Bastic</u> Independent Contractor Agreement- Guest cello player for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$255.00
<u>Priyanka Venkatesh</u> Independent Contractor Agreement- Guest violinist for the Symphony Orchestra Concert on 3/11/2016. Saddleback College	\$255.00
<u>Shannon Yoshinaga</u> Independent Contractor Agreement- Guest clarinet player for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Stephanie Getz</u> Independent Contractor Agreement- Guest flutist for the Wind Ensemble Concert on 3/11/2016. Saddleback College	\$255.00
<u>Stephanie Moorehouse</u> Independent Contractor Agreement- Guest violinist for the Symphony Orchestra Concert on 3/11/2016. Saddleback College	\$255.00
<u>April Kim</u> Independent Contractor Agreement- Guest violinist for the Symphony Orchestra Concert on 3/12/2016. Saddleback College	\$250.00
<u>Josh Tate Huppert</u> Independent Contractor Agreement- Guest percussionist for the Armed Man by Karl Jenkins Concert on 3/13/2016. Saddleback College	\$250.00
<u>Louis Greenwald</u> Independent Contractor Agreement- For attorney services for artist and gallery agreements on 4/15/2016. Saddleback College	\$250.00
<u>Patrick M. Leahy</u> Independent Contractor Agreement- Speech analyst for Spring 2016 speech and debate team from 3/21/2016-5/21/2016. Saddleback College	\$250.00
<u>Christian Regul</u> Independent Contractor Agreement- Guest accompanist for summer theatre auditions from 3/16/2016-6/30/2016. Saddleback College	\$240.00
<u>Elena Segal</u> Independent Contractor Agreement- For intrinsic and antigravity muscle training for IVC soccer team from 3/25/2015-6/30/2016. Irvine Valley College	\$210.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Cindy Benedict</u> Independent Contractor Agreement- Industry presenter to direct fashion students during Fashion Ala Mode Event on 11/20/2015. Saddleback College	\$200.00
<u>Craig Cammell</u> Independent Contractor Agreement- For music extraction services for Lab Band Music from March, 2016 through May, 2016. Saddleback College	\$200.00
<u>David Lawrence Koonse Jr.</u> Independent Contractor Agreement- Guest musician for Concert Hour performance on 4/21/2016. Saddleback College	\$200.00
<u>Deanna Hodges</u> Independent Contractor Agreement- Industry presenter to direct fashion students during Fashion Ala Mode Event on 11/20/2015. Saddleback College	\$200.00
<u>Janeen Perez</u> Independent Contractor Agreement- Industry presenter to direct fashion students during Fashion Ala Mode Event on 11/20/2015. Saddleback College	\$200.00
<u>Mary Lombard</u> Independent Contractor Agreement- Industry presenter to direct fashion students during Fashion Ala Mode Event on 11/20/2015. Saddleback College	\$200.00
<u>Stephanie Girard</u> Independent Contractor Agreement- Industry presenter to direct fashion students during Fashion Ala Mode Event on 11/20/2015. Saddleback College	\$200.00
<u>Netop Business Solutions</u> Software License Agreement- For classroom management software renewal which allows the instructors to supervise computer usage in classrooms from 3/31/2016-3/31/2017. Saddleback College	\$195.00
<u>Capistrano Dispatch</u> Advertising Agreement- For advertisement on 3/25/2016 to promote College for Kids program. Saddleback College	\$185.00
<u>Kathryn Dennis</u> Independent Contractor Agreement- For officiating services for IVC tennis program from 3/18/2016-6/30/2016. Irvine Valley College	\$150.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Mikko Pablo</u> Independent Contractor Agreement- Guest cellist for the Armed Man by Karl Jenkins Concert on 3/13/2016. Saddleback College	\$150.00
<u>Iconic</u> Software License Agreement- For web icon tool software used by Technology Services programmers to allow button icons on the web forms. Irvine Valley College	\$129.00
<u>Susan Sellers</u> Independent Contractor Agreement- For booking agent services for Fine Arts in March 2016. Saddleback College	\$120.00
<u>Anthony O'Toole</u> Independent Contractor Agreement- Guest judge for 2016 IVC Student Composer Competition on 2/29/2016. Irvine Valley College	\$100.00
<u>Jeffrey Budner</u> Independent Contractor Agreement- Guest choreographer for "The Odd Couple" from 3/1/2016-3/31/2016. Irvine Valley College	\$100.00
<u>Reza Abedi</u> Independent Contractor Agreement- Guest speaker for Dorothy Marie Lowry Distinguished Guest Lecture Series on 5/20/2016. Saddleback College	\$100.00
<u>Rancho Santa Margarita Community Health &amp; Wellness Expo</u> Affiliation Agreement- To participate in the City of Rancho Santa Margarita Community Health & Wellness Expo on 4/28/2016. Saddleback College	\$75.00
<u>Anaheim Regional Medical Center</u> Affiliation Agreement- To provide on-site clinical training experiences for students enrolled in the Nursing, EMT, Paramedic and Human Services Program. Saddleback College	\$0.00
<u>Children's Hospital of Orange County</u> Amendment No. 1- No cost extension through 7/31/2019 for amending affiliation agreement. Saddleback College	\$0.00
<u>Disneyland Resort Online Ticket Sales</u> Amendment No. 2- For additional terms for Disneyland Resort online ticket purchases for employees, students and alumni. Irvine Valley College	\$0.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*



<u>Disneyland Resort Ticket Sales</u> Amendment No. 2- For additional terms for Disneyland Resort hard ticket purchases for employees, students and alumni. Irvine Valley College	\$0.00
<u>Lumen</u> Software Subscription Agreement- For curriculum course development software solution. Saddleback College	\$0.00
<u>Newport Children's Medical Group</u> Affiliation Agreement- To provide on-site clinical and internship experiences for students enrolled in the Nursing Program. Saddleback College	\$0.00
<u>St. Baldrick's Foundation</u> Fundraising Agreement- For St. Baldrick's Foundation Fundraiser Event on 5/9/2016 to raise money to fight childhood cancer. Saddleback College-ASG	\$0.00
<u>Yosemite Community College District</u> Affiliation Agreement- For child development training consortium activities 1/15/2016-6/30/2016. Saddleback College	\$0.00

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Lease of Real Property, Amended and Restated Ground Lease between the FPA4 Promenade, LLC and SOCCCD

**ACTION:** Approval

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## **BACKGROUND**

SOCCCD holds a ground lease on a 23-acre site improved with a 400-unit apartment complex built in 1987 (the "Property") that is located adjacent to Saddleback College ("SC") on Marguerite Parkway. The original term of the ground lease runs through September 2040. The leasehold rights to the Property were acquired by a new lessee, FPA4 Promenade, LCC ("FPA4"), in August 2014. FPA4's parent is an apartment investment fund managed by Fowler Property Acquisitions, a national apartment owner and manager. Prior to FPA4's acquisition, the previous lessee had allowed the condition of the Property to deteriorate.

FPA4 has approached the District with a proposal to spend \$16.5 million on renovations and improvements to the Property. To undertake the large capital expense, FPA4 has requested a 35-year extension of the lease term from September 2040 (current expiration) to September 2075.

## **STATUS**

SOCCCD, with the input of both its outside counsel and real estate financial advisor, has completed the negotiation of an Amended and Restated Ground Lease that is a considerable improvement over the original lease negotiated in 1985, offering significant financial benefits and additional protections to SOCCCD as lessor. The benefits of the Amended and Restated Ground Lease are:

- **Provides significant renovation of the Property**, which will improve the quality of SC neighboring property.
- **Improves connection and access to/from SC and builds the Arboretum Trail at the base of the slope** including reworking of slope and berm between the Property and SC (under SC's direction).
- **Includes a new dedicated student housing component** starting with 128 beds and potentially expanded in the future based on proven demand.
- **Modifies and improves ground lease clauses and protections** over those in the current lease, which are very weak and present significant long-term risk to SOCCCD.

- **Requires a Lease Extension Fee of \$2.56 million** due at lease execution.
- **Extends favorable lease payment terms** an additional 35 years.
- **Provides financially favorable outcome** as the present value of extended lease is higher than current lease that expires in 25 years.

Besides SOCCCD and Saddleback College staff, both SOCCCD's real estate financial advisor and legal counsel have been involved in the negotiations and lease amendment (EXHIBIT A) along with the transaction review and approval process. All parties are recommending its approval.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Amended and Restated Ground Lease and authorize the execution by staff of the accompanying Amended and Restated Ground Lease agreement (EXHIBIT A) between FPA4 Promenade, LLC and SOCCCD.

**AMENDED AND RESTATED GROUND LEASE**

**BETWEEN**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,  
a public agency, as Landlord**

**-AND-**

**FPA4 PROMENADE, LLC,  
a Delaware limited liability company, as Tenant**

**Dated: April \_\_, 2016**

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EXHIBITS

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Exhibit B	Memorandum of Lease
Exhibit C	Judicial Reference Proceeding
Exhibit D	Tenant Renovation Plans

SCHEDULES

Schedule 1
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**AMENDED AND RESTATED**

**GROUND LEASE**

**THIS AMENDED AND RESTATED GROUND LEASE** (this "**Lease**") is made and entered into as of the \_\_\_ day of April, 2016 (the "**Execution Date**"), by and between **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency ("**Landlord**") and **FPA4 PROMENADE, LLC**, a Delaware limited liability company ("**Tenant**").

**RECITALS**

- A. This Lease amends and restates in its entirety that certain Agreement for Joint Use and Occupancy of School Property and Ground Lease between Saddleback Community College District (as Landlord was previously known) and Tenant's predecessor-in-interest, Saddleback Partnership, a general partnership ("**Saddleback**"), dated September 23, 1985 and recorded in the Official Records of Orange County, California (the "**Official Records**") on October 30, 1985 as Instrument No. 85-419485, as amended by that certain First Amendment to Agreement for Joint Use and Occupancy of School Property and Ground Lease between Landlord and Saddleback's assignee, Mission Viejo Associates, a California general partnership ("**MVA**"), dated June 2, 1986 and recorded in the Official Records on July 15, 1986 as Instrument No. 86-304204, as further amended by that certain Amendment No. 2 to Agreement for Joint Use and Occupancy of School Property and Ground Lease between Landlord and Tenant dated \_\_\_\_\_, 2015 and recorded in the Official Records on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ (as so amended, the "**Original Lease**"). Tenant is the current tenant under the Original Lease pursuant to various assignments from MVA. The Original Lease currently affects certain real property located at 28016 Marguerite Parkway in the City of Mission Viejo, County of Orange, State of California, more particularly described in Exhibit A attached hereto (the "**Premises**").
- B. Landlord and Tenant desire to amend and restate the Original Lease to, among other things, (1) extend the term of the Original Lease, (2) provide for certain improvements to the Premises, and (3) adjust the rent and make other related changes, all as more particularly set forth herein. The Original Lease, as amended hereby, shall be referred to herein as the "**Lease**."
- C. On \_\_\_\_\_, Landlord's Board of Trustees (the "**BOT**") adopted Resolution No. \_\_\_\_\_, approving this Lease.

**AGREEMENT**

**NOW, THEREFORE**, taking the foregoing Recitals into account, and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions.** For purposes of this Lease, the following definitions shall apply. All section references shall be deemed to refer to this Lease unless indicated otherwise:

**1.1.1 Action** shall have the meaning set forth in Section 19.19.

**1.1.2 Additional Rent** shall have the meaning set forth in Section 4.5.

**1.1.3 Affiliate** means any Person controlling, controlled by or under common control with the Person in question. As used in the foregoing, "control" and its related words means the ability to effectively direct the management decisions of the Person in question.

**1.1.4 Alterations** shall have the meaning set forth in Section 9.1.1.

**1.1.5 Annual Base Rent** shall have the meaning set forth in Section 4.1.

**1.1.6 Annual Base Rent Commencement Date** shall mean May 15, 1986.

**1.1.7 Assessments** shall mean any and all special assessments or levies or charges made by the City, the County, or any other Governmental Authority for purposes of constructing or maintaining local or regional infrastructure improvements.

**1.1.8 Assignment or Assign** shall refer to any of the following: (a) any assignment or transfer of Tenant's Interest by operation of Law or otherwise; (b) sales or transfers by operation of Law or otherwise by which a Controlling Interest in Tenant shall become vested in one or more Persons who or which did not own a Controlling Interest in Tenant either legally or equitably, as of the date that Tenant acquired an interest in the Premises. However, the term "Assignment" shall not include sales or transfers of stock of a corporate Tenant whose capital stock is listed on a nationally recognized stock exchange. An Assignment shall also be deemed to have occurred upon the occurrence of any of the following: (i) the withdrawal of any general partner or the dissolution of a partnership Tenant; (ii) the withdrawal of the manager of a manager-managed limited liability company Tenant, or the withdrawal of any member of a member-managed limited liability company Tenant, or the dissolution of a limited liability company Tenant; (iii) any transfer to an entity resulting, by operation of law or otherwise, from the merger, consolidation or other reorganization of Tenant; or (iv) any transfer to a transferee of substantially all of the assets, stock or operating units of Tenant.

**1.1.9 Award** shall have the meaning set forth in Section 11.8.

**1.1.10 BOT** shall have the meaning set forth in Recital C.

**1.1.11 Building Tenant Leases** shall refer to the residential subleases entered into between Tenant and residential tenants at the Premises.

**1.1.12 Business Day** shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday on which Landlord is not closed for employee holiday observances.

**1.1.13 CGL Policy** shall have the meaning set forth in Section 10.1.1.

**1.1.14 Chronic Default** shall have the meaning set forth in Section 15.2.4.

**1.1.15 City** shall mean the City of Mission Viejo.

**1.1.16 Claim or Claims** means any and all claims, actions, causes of action, demands, orders, damages, liabilities, costs, expenses (including reasonable attorneys' fees, fees of expert witnesses and consultants, and court and litigation costs), costs and expenses attributable to compliance with judicial and regulatory orders and requirements, fines, penalties, liens, taxes, or any other type of compensation.

**1.1.17 Comparable Improvements** shall mean improvements similar in kind, nature and age to the Improvements located in the South Orange County Area, as determined by Landlord from time to time in its reasonable discretion.

**1.1.18 Construction Commencement Date** shall have the meaning set forth in Section 3.3.1.

**1.1.19 Construction Completion Date** shall have the meaning set forth in Section 3.3.2.

**1.1.20 Construction Requirements** shall mean the following: (a) all applicable Laws, (b) all conditions of approval of any development plans or permits or subdivision maps issued by the City or other Governmental Authorities concerning the Premises or the Improvements; (c) the Tenant Renovation Plans and the Improvement Plans as approved by Landlord for the Improvements; and (d) the requirements of this Lease applicable to the construction of the Improvements on the Premises.

**1.1.21 Contractor or Contractors** shall refer to each contractor or subcontractor (of any tier) licensed in the State of California and in good standing hired by Tenant to construct, maintain or repair the Improvements or any portion thereof, or to perform any Alterations.

**1.1.22 Controlling Interest** shall mean (a) an aggregate of more than fifty percent (50%) of (i) the total capital stock of a corporate Tenant; (ii) the total partnership interests of a general partnership Tenant; (iii) the total membership interests of a limited liability company Tenant; or (iv) the total beneficial interests of a Tenant that is a trust; (b) if Tenant is a limited partnership, more than fifty percent (50%) of the interest in the general partner of such limited partnership or, if there is more than one general partner, more than fifty percent (50%) of the interests in all such general partners in the aggregate; or (c) if Tenant is a limited liability company that is manager-managed, more than fifty percent (50%) of the interest in the manager of such limited liability company or, if there is more than one manager, more than fifty percent (50%) of the interests in all such managers in the aggregate.

**1.1.23 Corrective Action** shall have the meaning set forth in Section 3.2.14.

**1.1.24 County** shall mean the County of Orange, State of California.

**1.1.25 Design Professional** shall mean a qualified professional architect or engineer, licensed in the State of California and in good standing, who may perform architectural or engineering services, including analysis of project requirements, creation and development of the project design, preparation of drawings and specifications and bidding requirements.

**1.1.26 Event of Default** shall mean the occurrence of any of the events set forth in Sections 15.2.1 through 15.2.6 inclusive.

**1.1.27 Execution Date** shall have the meaning set forth in the introductory paragraph of this Lease.

**1.1.28 Force Majeure** shall the occurrence of any of the following events: a strike, act of God, inability to obtain labor or materials, governmental restriction or delay (other than Landlord Delay), enemy action, civil commotion, weather conditions beyond those typical for the South Orange County Area, fire, or other event or cause that is beyond Tenant's reasonable control.

**1.1.29 Governmental Authority** shall mean all federal, state or local governmental or quasi-governmental bodies and authorities having jurisdiction over the Parties or the Premises, including without limitation, the County and the City.

**1.1.30 Hazardous Substance or Hazardous Substances** shall mean any material or substance (a) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, division 20, chapter 6.5 (Hazardous Waste Control law); (b) defined as a "hazardous substance" under Section 26316 of the California Health and Safety Code, division 20, chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (c) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, division 20, chapter 6.954 Hazardous Substance" wider Section 25281 of the California Health and Safety Code, division 20, chapter 6.7 (Underground Storage of Hazardous Substances); (d) petroleum; (e) asbestos; (f) polychlorinated biphenyls; (g) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, division 4, chapter 20; (h) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq., 33 U.S.C. § 1321, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 6903); (i) defined as a hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 6901 et seq.); or (k) found to be a pollutant, contaminant, toxic or hazardous waste or toxic or hazardous substance in any reported decision of a Federal or California state court, or which may give rise to liability under any Federal or California common law theory based on nuisance or strict liability.

**1.1.31 Hazardous Substance Laws** means any Laws regulating or relating to Hazardous Substances.

**1.1.32 Holdover Base Rent** shall have the meaning set forth in Section 2.5.

**1.1.33 Improvement Plans** shall mean (as applicable) those schematic design drawings, design development drawings, construction drawings, as-built plans, site plans and other plans and specifications for the Improvements.

**1.1.34 Improvements** means that certain apartment complex known as the ReNew (formerly Promenade) Apartments, currently consisting of approximately 400 apartment units comprising approximately 280,000 square feet of net livable residential space, all other buildings or structures on the Premises existing or to be constructed under the terms of this Lease, including without limitation the following: (a) all buildings or other structures shown on the Improvement Plans; (b) all grading improvements, landscaping, hardscaping and irrigation improvements and street improvements; (c) all sidewalks, walkways, and other accessways located within the Premises; (d) all necessary facilities and connections for water, storm drain, sewer, electricity, natural gas, telecommunications and other utility services for the Premises; and (e) the Updated Improvements.

**1.1.35 Index** shall mean the Consumer's Price Index - All Items, for the Los Angeles-Anaheim-Riverside Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (1982-1984 = 100). If the base year of the Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, the term "Index" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the Index.

**1.1.36 Institutional Lender** shall mean any of the following entities acting on its own or in a fiduciary capacity, so long as such entity (together with any entity directly or indirectly owning or controlling such entity or directly or indirectly owned, controlled by or under common control with such entity) has an aggregate combined net worth of at least \$500,000,000: (a) a bank, savings and loan association, savings institution, trust company or national banking association, (b) a charitable foundation, (c) an insurance company, (d) a pension, retirement or profit-sharing trust or fund, (e) an investment company or business development company, as defined in the Investment Company Act of 1940, as amended, (f) a broker or dealer registered under the Securities Exchange Act of 1934, as amended, or any investment advisor registered under the Investment Advisers Act of 1940, as amended, (g) a public employees' pension or retirement system or any other government agency supervising the investment of public funds, or (ii) any entity directly or indirectly owning or controlling any of the foregoing or directly or indirectly owned, controlled by or under common control with any of the foregoing.

**1.1.37 Judicial Reference Proceeding** shall have the meaning set forth in Section 17.1.

**1.1.38 Landlord** shall have the meaning set forth in the introductory paragraph of this Lease.

**1.1.39 Landlord Delay** shall mean delay caused by Landlord (other than delays consistent with the established time frames for Landlord to conduct reviews and/or grant or deny discretionary approvals as shown on Schedule 1). The time frames shown on Schedule 1 shall be extended as necessary to take into account delays caused by entities (other than Landlord) that delay Landlord's ability to meet the established time frames; such extensions shall not constitute Landlord Delay hereunder. In no event shall Landlord's rejection of an application submitted by Tenant due to Tenant's failure to comply in all material respects with any requirement of Landlord's approval process be considered Landlord Delay.

**1.1.40 Landlord Indemnified Parties** shall mean Landlord and its Affiliates, the California Community Colleges Board of Governors, each of their respective appointed and elected officials, and each of their respective agents, attorneys, employees, contractors and representatives.

**1.1.41 Landlord's Interest** shall mean Landlord's entire interest in (a) fee title to the Premises, (b) the Improvements upon the termination of this Lease and (c) this Lease.

**1.1.42 Laws** shall mean the applicable statutes, ordinances, rules, codes, requirements, permits, regulations, or the like, of any applicable Governmental Authority, or any requirements imposed by a court of competent jurisdiction.

**1.1.43 Lease** shall have the meaning set forth in the introductory paragraph of this instrument.

**1.1.44 Lease Year** shall mean each twelve (12) month period commencing on May 15 of each calendar year and terminating on May 14 of the immediately following calendar year (ie, May 15, 2016 – May 14, 2017).

**1.1.45 Lease Expiration Date** shall have the meaning set forth in Section 2.3.

**1.1.46 Leasehold Mortgagee** shall have the meaning set forth in Section 14.2.

**1.1.47 Machinery Insurance** shall have the meaning set forth in Section 10.1.5.

**1.1.48 Major Work** shall mean each of the following: (a) the construction of the Updated Improvements; (b) any Alterations the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00); and (c) any reconstruction after casualty pursuant to Section 9.2 below or reconstruction after a Partial Taking pursuant to Section 11.7 below, in either case the cost of which as reasonably estimated by Tenant will exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00).

**1.1.49 Material Adverse Change** means any material adverse change in the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of a Person or any of its subsidiaries (taken as a whole).

**1.1.50 Note** shall have the meaning set forth in Section 14.2.

**1.1.51 Offer** shall have the meaning set forth in Section 12.2.1.

**1.1.52 Official Records** shall have the meaning set forth in Recital A.

**1.1.53 Partial Taking** shall have the meaning set forth in Section 11.4.

**1.1.54 Party or Parties** shall refer to Landlord or Tenant, as the context requires.

**1.1.55 Permitted Assignee** shall mean any entity in which Tenant (or an Affiliate of Tenant) is the manager by reason of an ownership interest or contract management right and in which Tenant (or such Affiliate) has not less than a fifty-one percent (51%) profits interest.

**1.1.56 Person** shall mean any natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization or any other entity.

**1.1.57 Plan Review Completion Date** shall have the meaning set forth in Section 3.2.2.

**1.1.58 Planning and Construction Period** shall mean the period beginning on May 1, 2016 and continuing until the date that is the earlier of (a) April 30, 2019 (subject to extension by the period of any Landlord Delay that occurs during the Planning and Construction Period), or (b) the last day of the calendar month following the date construction is substantially complete in accordance with the requirements of the Tenant Renovation Plans.

**1.1.59 Premises** shall mean the real property and the Improvements described in Recital A.

**1.1.60 "Prime Rate"** means the prime rate of interest published as of the applicable date in the Wall Street Journal; provided, in the event such publication shall cease to publish a prime rate, the Prime Rate shall be deemed to be the prime interest rate announced from time to time by Wells Fargo Bank, N.A. unless otherwise agreed by the parties hereto.

**1.1.61 Proceeds** shall have the meaning set forth in Section 9.2.2.

**1.1.62 Prohibited Person** shall mean a person or entity (a) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (e) that is named as a "specially designated national and blocked person" on the most current list



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**1.1.63 Property Insurance Policy** shall have the meaning set forth in Section 10.1.4.

**1.1.64 Released Party or Released Parties** shall have the meaning set forth in Section 2.9.3(f).

**1.1.65 Releasing Party or Releasing Parties** shall have the meaning set forth in Section 2.8.1(c).

**1.1.66 Rent** shall have the meaning set forth in Section 4.5.

**1.1.67 Residential Tenant** shall mean those tenants who from time to time lease from Tenant residential apartment units within the Premises.

**1.1.68 South Orange County Area** shall mean the Cities of Mission Viejo, San Juan Capistrano and Laguna Niguel.

**1.1.69 Taking** shall have the meaning set forth in Section 11.2.

**1.1.70 Taxes** shall mean all real property taxes and assessments, possessory interest taxes, gross receipts taxes, rental taxes, excise taxes, parking taxes, business and occupation fees or taxes, gross sales taxes, occupational license fees, water and sewer rates and charges, environmental taxes or assessments and other similar governmental charges, whether general or special, ordinary or extraordinary, which may be levied, assessed, charged or imposed by any Governmental Authority, or may become a lien or charge upon the Premises or any part or parts thereof, or upon Tenant's Interest. Taxes shall include any of the foregoing imposed at any time during the Term, whether or not now customary or within the contemplation of the Parties and regardless of whether the same shall be foreseen or unforeseen, similar or dissimilar to any of the foregoing.

**1.1.71 Tenant** shall have the meaning set forth in the introductory paragraph of this Lease.

**1.1.72 Tenant Renovation Plans** shall refer to, collectively, the Conceptual Site Plan prepared by The Design Element and dated \_\_\_\_\_, 2016; the Updated Improvement Plan, consisting of a summary list along with depictions of the primary anticipated Updated Improvements to be developed on the Premises; and the Budget for the Updated Improvements prepared by Redwood Construction and dated \_\_\_\_\_, 2016, all as attached hereto as Exhibit D. The Tenant Renovation Plans are subject to revision as set forth in Section 3.1.1.

**1.1.73 Tenant's Interest** shall mean Tenant's entire interest in (a) the Premises, (b) the Improvements and (c) this Lease.

**1.1.74 Total Taking** shall have the meaning set forth in Section 11.3.

**1.1.75 Trust Deed** shall have the meaning set forth in Section 14.2.

**1.1.76 Updated Improvements** shall mean those Improvements to be constructed as shown collectively in the Tenant Renovation Plans, which shall include any upgrades, replacements, reconstruction or restorations of any of the Improvements.

## ARTICLE 2 GRANT AND TERM

**2.1 Grant of Lease.** In consideration of the covenants and agreements to be observed and performed by Tenant, Landlord hereby agrees to continue to lease to Tenant, and Tenant hereby agrees to continue to lease from Landlord, the Premises.

**2.2 Recordation of Documents.** Within ten (10) Business Days after the Execution Date Landlord and Tenant shall execute and record in the Official Records a Memorandum of Lease in the form of Exhibit B attached hereto (the "**Memorandum of Lease**"). In addition, in the event that this Lease is terminated for any reason prior to the end of the Term, Tenant shall execute and deliver to Landlord within ten (10) Business Days after Landlord's request a quitclaim deed or such other document or documents terminating the Memorandum of Lease as Landlord may require in its reasonable discretion.

**2.3 Extended Term of Lease.** Upon the Execution Date, the "**Term**" of this Lease shall be extended and shall expire, without notice or other action by either Party, at 11:59 p.m. Pacific Time on September 30, 2075 (the "**Lease Expiration Date**"), unless this Lease is sooner terminated or extended pursuant to the terms of this Lease.

**2.4 Lease Extension Fee.** Upon the Execution Date, Tenant shall pay to Landlord the amount of Two Million Five Hundred Sixty-One Thousand Five Hundred Twenty Nine and No/100 Dollars (\$2,561,529.00) (the "**Lease Extension Fee**"), as consideration to Landlord for the rights extended to Tenant hereunder, including the right to extend the Term of this Lease as provided herein. The Lease Extension Fee shall be fully earned and non-refundable when paid, and shall not be applicable to the payment of any Rent due by Tenant to Landlord hereunder.

**2.5 Holding Over.** No holding over after the termination or expiration of this Lease shall be permitted. Any holding over by Tenant after expiration or earlier termination shall not constitute a renewal or extension of this Lease, nor shall it give Tenant any rights in or to the Premises, or any part thereof. If Tenant holds over after the expiration or earlier termination of the Term, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Annual Base Rent shall be payable at a monthly rate ("**Holdover Base Rent**") equal to twice the greater of (a) the Annual Base Rent applicable to the last month of the Term under this Lease (*i.e.*, two times one-twelfth of the Annual Base Rent payment payable hereunder by Tenant), and (b) the then-current fair market rent for the Premises (inclusive of Improvements to the extent the same increases the value of the Premises for the highest and best use) for its highest and best legally permitted use, as reasonably determined by Landlord. Such month-to-month tenancy shall be subject to every other applicable term, covenant and agreement contained

in this Lease. Nothing contained in this Section shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the expiration or earlier termination of this Lease.

## **2.6 Ownership and Removal of Improvements and Personal Property.**

**2.6.1 Ownership of Improvements.** Except as hereinafter provided, Tenant shall be the owner of all Improvements, and all furnishings, fixtures and personal property located thereon. Tenant shall retain all rights to depreciation, deductions and tax credits arising from its ownership of said property. Except as permitted by this Lease, Tenant shall not remove any Improvements or fixtures from the Premises, nor waste or destroy any Improvements or fixtures. Upon the expiration or earlier termination of this Lease, all Improvements shall revert to Landlord without compensation or payment of any kind to, or requirement of consent or other act of Tenant, without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person, including any Leasehold Mortgagee. If requested by Landlord, Tenant shall, without charge to Landlord, execute, acknowledge and deliver to Landlord appropriate documentation (in form and content satisfactory to Landlord) which acknowledges and confirms that Landlord retains all right, title and interest in and to the Improvements as of the expiration or earlier termination of this Lease.

**2.6.2 Tenant's Right to Remove Personal Property.** At the expiration or earlier termination of this Lease, Tenant may remove any or all of Tenant's personal property and trade fixtures from the Premises so long as (a) such personal property and trade fixtures can be removed without material damage to the Improvements, (b) such personal property and trade fixtures are removed within thirty (30) days following such expiration or earlier termination of this Lease and (c) all resultant injuries to the Premises are promptly and substantially remedied and Tenant takes reasonable steps necessary to preserve the appearance of the Premises. Upon request of Landlord, Tenant shall remove any and all of Tenant's personal property from the Premises upon expiration or earlier termination of this Lease. Any personal property and trade fixtures remaining on the Premises after said thirty (30) day period shall automatically vest and become the sole property of Landlord without any payment by Landlord and without any further action or agreement required in connection therewith, including the necessity of bill of sale, deed, conveyance or other act or agreement of Tenant, and without payment of any kind or nature by Landlord to Tenant or to any other Person.

**2.7 Quiet Enjoyment.** So long as there has been no Event of Default and except for Landlord's actions in the case of an emergency for the purposes of protecting public health or safety, Tenant shall lawfully, peacefully and quietly hold, occupy and enjoy the Premises without disturbance, interruption or hindrance by Landlord, or any Person claiming by or through Landlord. Landlord shall in no event be liable in damages or otherwise, nor shall Tenant be released from any obligation hereunder, because of the interruption of any service, or a termination, interruption or disturbance attributable to an event of Force Majeure or any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, business invitees, or any Person claiming by or through Tenant.

## 2.8 Condition of Premises.

### 2.8.1 As-Is.

(a) Acknowledgement. Tenant is currently occupying the Premises and as of the Execution Date Tenant has satisfied itself that all matters related to the Premises are acceptable to Tenant, including, the state of title, the physical condition thereof, and, as applicable, the accessibility and location of utilities, and all mechanical, plumbing, sewage, and electrical systems located therein, suitability of soils, environmental and other investigations regarding the Premises. Tenant acknowledges and agrees that Tenant, in consummating the transactions described in this Lease, is continuing to lease the Premises in an "AS IS, WITH ALL FAULTS" condition, in its present state and condition and with all faults, if any. Tenant further acknowledges and agrees that Landlord makes no representations, warranties, or guaranties of any kind or character in connection with the transaction contemplated by this Lease, whether express or implied, oral or written, past, present or future, whether by Landlord or any of its agents, elected or appointed officials, representatives or employees, of concerning or with respect to:

(i) the value of the Premises or the income to be derived from the Premises;

(ii) the existence or nonexistence of any liens, easements, covenants, conditions, restrictions, claims or encumbrances affecting the Premises;

(iii) the suitability of the Premises for any and all future development, uses and activities which Tenant may conduct thereon, including the development of the Improvements described in this Lease;

(iv) the habitability, merchantability or fitness for a particular purpose of the Premises;

(v) the manner, quality, state of repair or lack of repair of the Premises;

(vi) the nature, quality or condition of the Premises including water, soil and geology;

(vii) the compliance of or by the Premises and/or its operation in accordance with any Law;

(viii) the manner or quality of the construction or materials, if any, incorporated into the Premises;

(ix) the presence or absence of Hazardous Substances, at, on, under, or adjacent to the Premises;

(x) the content, completeness or accuracy of the information, documentation, studies, reports, surveys and other materials, delivered to Tenant in connection with the review of the Premises and the transactions contemplated in this Lease;

(xi) the conformity of the existing improvements on the Premises, if any, to any plans or specifications for such improvements;

(xii) compliance of the Premises with past, current or future Laws relating to zoning, subdivision, planning, building, fire, safety, or environmental matters and/or covenants, conditions, restrictions or deed restrictions;

(xiii) the deficiency of any undershoring or of any drainage;

(xiv) the fact that all or a portion of the Premises may be located on or near an earthquake fault line or falls within an earthquake fault zone established under the Alquist-Priolo Earthquake Zone Act, California Public Resources Code Sections 262 1-2630 or within a seismic hazard zone established under the Seismic Hazards Mapping Act, California Public Resources Code, Sections 2690-2699.6 and Sections 3720-3725;

(xv) the existence or lack of vested land use, zoning or building entitlements affecting the Premises; and

(xvi) any other matters.

(b) No Unauthorized Representations. No Person acting on behalf of Landlord is authorized to make, and by execution hereof, Tenant acknowledges that no Person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Premises, the Premises or the transactions contemplated in this Lease or the past, present or future zoning, land use entitlements, construction, physical condition, presence or extent of Hazardous Substances or other status of the Premises except as may be expressly set forth in this Lease. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any Person acting on behalf of Landlord that is not contained in this Lease will be valid or binding on Landlord.

(c) Release. Tenant, on behalf of itself and every Person claiming by, through or under Tenant (each a "**Releasing Party**"), hereby waives the right of each Releasing Party to recover from, and fully and irrevocably releases, Landlord, its Affiliates, the California Community Colleges Board of Governors, and their respective elected and appointed officials, employees, agents, attorneys, affiliates, representatives, contractors, successors and assigns (individually, a "**Released Party**" and collectively, the "**Released Parties**") from any and all Claims that Tenant or any Releasing Party may now have or hereafter suffer or acquire arising from or related to: (i) any condition of the Premises or any current or future improvement thereon, known or unknown by any Releasing Party or any Released Party; and (ii) any breach or default by Landlord under the Original Lease occurring prior to the Execution Date of this Lease; provided, however, that the foregoing release by the Releasing Parties shall not extend to (A) any breach by Landlord of any of the representations or warranties of Landlord set forth in this Lease, (B) any breach by Landlord of any of the covenants or obligations set forth in this Lease, or (C) any Claim that is the result of or relates to the gross negligence, willful

misconduct or fraud of Landlord or any Released Party. This release includes Claims of which Tenant is presently unaware or which Tenant does not presently suspect to exist which, if known by Tenant, would materially affect the release of the Released Parties. Tenant, for itself and the other Releasing Parties, specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

In this connection and to the extent permitted by law, Tenant on behalf of itself and the other Releasing Parties hereby agrees, represents and warrants that (x) it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims or controversies which are presently unknown, unanticipated and unsuspected, (y) the waivers and releases in this Section 2.8.1(c) have been negotiated and agreed upon in light of that realization and (z) Tenant, on behalf of itself and the other Releasing Parties, nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown Claims and controversies to the extent set forth above which might in any way be included as a material portion of the consideration given to Landlord by Tenant in exchange for Landlord's performance hereunder.

BY INITIALING BELOW, TENANT ACKNOWLEDGES THAT (A) IT HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS SECTION, (B) IT HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (C) IT HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION.

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TENANT'S INITIALS

This release shall run with the land for the benefit of the Premises and Landlord, burdening Tenant's leasehold interest in the Premises and Tenant and all Persons claiming by, through or under Tenant, and to further evidence its effectiveness with respect to Tenant, shall be included in its entirety in the Memorandum of Lease.

**2.9 No Release of Tenant.** Except as otherwise expressly provided herein, this Lease shall continue in full force and effect, and the obligations of Tenant hereunder shall not be released, discharged or otherwise affected, by reason of: (a) any damage to or destruction of all or any portion of the Premises, or any condemnation of all or any portion of the Premises; (b) any restriction or prevention of or interference with any use of the Premises; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other proceeding relating to Landlord, Tenant, any Affiliate of Tenant, or any action taken with respect to this

Lease by any trustee or receiver, or by any court, in any proceeding; (d) any claim that Tenant or any other Person has or might have against Landlord; (e) any failure on the part of Landlord to perform or comply with any of the terms hereof or of any other agreement with Tenant or any other Person; or (f) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, in each case whether or not Tenant shall have notice or knowledge of any of the foregoing.

### **ARTICLE 3 CONSTRUCTION OF THE IMPROVEMENTS; COMMON INFRASTRUCTURE**

#### **3.1 Tenant's Right and Obligation to Construct the Updated Improvements.**

**3.1.1 Tenant's Obligation to Construct.** Tenant shall, at its sole cost and expense, design and construct, or cause to be designed and constructed, those certain upgrades, improvements and renovations to the current Improvements (the "**Updated Improvements**") upon the Premises in accordance in all material respects with the Construction Requirements, including without limitation the provisions of this Article 3. Tenant shall spend not less than Sixteen Million Five Hundred Thousand and No/100 Dollars (\$16,500,000.00) for the Updated Improvements, in accordance with the Budget for the Updated Improvements. Tenant shall, as soon as possible but not later than concurrently with Tenant's submission of the Improvement Plans for the Updated Improvements to Landlord for approval pursuant to Section 3.2.1 below, provide to Landlord for Landlord's review and approval an updated Budget for the Updated Improvements, specifying in further detail the amounts to be expended for each category of upgrades, improvements and renovations, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall also comply with all of the terms of this Article 3 in connection with any Alterations pursuant to Section 9.1 below, restoration after a casualty pursuant to Section 9.2 below or restoration after a Partial Taking pursuant to Section 11.7 below.

#### **3.2 Major Work.** The requirements of this Section 3.2 shall apply to all Major Work.

**3.2.1 In General.** Prior to submitting to the City or any other Governmental Authority any proposed Improvement Plans, requests for approvals or permits to construct any Updated Improvements, Tenant shall first submit to Landlord for approval all Improvement Plans related thereto. The Improvement Plans shall be in substantial conformance with the Tenant Renovation Plans. All such submittals shall be in such format as may be specified by Landlord from time to time. Subject to Section 3.2.2 below, Landlord shall not unreasonably delay or withhold approval of any Improvement Plans to the extent the same are consistent with the Construction Requirements, including the Tenant Renovation Plans.

**3.2.2 Timing and Parameters of Landlord Plan Review.** Landlord shall approve or disapprove each set of Improvement Plans submitted by Tenant on or before the date (the "**Plan Review Completion Date**") that is thirty (30) days following Landlord's receipt of such Improvement Plans, in a completed form, from Tenant. If approved by Landlord, such approval shall be endorsed on the Improvement Plans and one set of such documents bearing Landlord's approval shall be returned to Tenant by the Plan Review Completion Date. If Landlord disapproves any such Improvement Plans, Landlord shall use commercially reasonable efforts to notify Tenant prior to the Plan Review Completion Date of Landlord's reasons for not

approving such Improvement Plans, whereupon Tenant shall within fifteen (15) days after receiving Landlord's notice of disapproval, revise and resubmit modified Improvement Plans for Landlord's approval addressing Landlord's reasons for its prior failure to approve. The approval by Landlord of the Improvement Plans shall be approval only as to their conformity with the requirements of this Lease and shall not be deemed a representation or warranty by Landlord as to the adequacy or sufficiency of such Improvement Plans for the grading, improvement or construction contemplated thereby for any use or purpose. By its approval thereof, Landlord makes no representation that the Improvement Plans will satisfy the requirements of all relevant Governmental Authorities or all applicable Construction Requirements, and Landlord assumes no liability or responsibility therefore or for any defect in any grading, improvements or construction made pursuant thereto. If Landlord fails to provide written notice of its approval or disapproval of any Improvement Plans prior to the Plan Review Completion Date, such Improvement Plans shall be deemed approved for the purposes of this Section 3.2.2.

**3.2.3 Design Professionals and Contractors.** Prior to commencing any Major Work, (a) Tenant shall furnish Landlord with a written estimate (in a format that has been previously approved by Landlord in its reasonable discretion) of the total cost of the Major Work to be undertaken, and a written list of the name and address of each Contractor that Tenant has retained or intends to retain, along with each such entity's contractor's license number; and (b) Tenant shall provide to Landlord copies of each design, consulting or construction contract entered into by Tenant in connection with such Major Work. In addition, upon written request of Landlord, the design, consulting and construction contracts entered into by Tenant shall include language that (i) permits at Landlord's election an assignment of the contracts to Landlord (or a successor in interest as to the Premises) in the event of a default by Tenant under this Lease with respect to the Major Work such that Landlord (or a successor in interest as to the Premises) shall have the right to enforce the contracts, provided however, any such assignment shall be subordinate to any assignment to any Leasehold Mortgagee, and (ii) requires the contract counterparties to continue performing in accordance with their contracts so long as the counterparties are compensated in accordance with the terms of the contracts for all work, labor and materials furnished to or for Landlord (or a successor in interest as to the Premises) thereunder.

**3.2.4 Bonding.** Prior to commencing any Major Work, Tenant shall deposit with Landlord (i) certificates or other satisfactory evidence that the general contractor has procured payment and performance bonds, (ii) a Letter of Credit from a lending institution acceptable to Landlord, or (iii) an executed Completion Guaranty (in such form as is acceptable to Landlord in its sole discretion) from an affiliated entity of Tenant with a minimum net worth of not less than One Hundred Million and No/100 Dollars (\$100,000,000.00) (as evidenced by financial statements for the two most recent calendar years acceptable to Landlord in its sole discretion), for a total amount not less than one hundred percent (100%) of the total construction cost of such Major Work (including the correction of any construction defects), naming Landlord Tenant and any Leasehold Mortgagee as co-obligees, in form and content and with a surety or sureties satisfactory to Landlord, guaranteeing the full and faithful performance of the construction contract for such construction free and clear of all mechanics' and material suppliers' liens and the full payment of all subcontractors, labor and material suppliers. In addition, Tenant shall be responsible for providing security for such Major Work in such form



and to the extent required pursuant to California Civil Code Section 8700 *et seq.* or any successor statute.

**3.2.5 Financing Commitments.** Prior to commencing any Major Work, Tenant shall provide Landlord evidence satisfactory to Landlord that there are funds available and committed to Tenant sufficient to pay for one hundred percent (100%) of the total hard costs and indirect or "soft costs" associated with any Major Work, including, without limitation, architectural fees, other professional or consulting fees, finance charges or fees for loan commitments or money borrowed for such construction, costs for obtaining governmental approvals necessary for such construction, and Tenant's overhead and administrative costs for such construction and development.

**3.2.6 Reimbursements.** Tenant shall reimburse Landlord, as Additional Rent, for any costs and expenses incurred by Landlord in connection with any Major Work, including, without limitation, any costs incurred in connection with Landlord's review of any Improvement Plans (whether internal or related to the engagement of third parties).

**3.2.7 Non-Major Work.** Landlord's consent shall not be required for any Improvement Plans for construction that does not meet the definition of Major Work; provided, however, that Sections 3.2.8 through 3.2.15 inclusive shall apply to any such non-Major Work.

**3.2.8 Manner of Construction.** All Improvements shall be designed by a duly licensed Design Professional, and all Improvements shall be constructed by, and any material repairs or Alternations thereto shall be made by, a duly licensed Contractor. The contract with each Design Professional and Contractor shall acknowledge that its lien rights shall apply to Tenant's Interest only and not to Landlord's Interest. Subject to Section 3.3 below (as to the Updated Improvements), all Improvements shall be diligently and continuously pursued from the commencement thereof through completion. Tenant shall construct all Improvements and perform all repairs in a good and workmanlike manner, strictly in conformance with any and all Laws, and in accordance with any approved Improvement Plans and with the Construction Requirements. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with the provisions of California Labor Code Section 1720 *et seq.* (or any successor statute) regarding payment of prevailing wages for any public works aspect of the Improvements.

**3.2.9 Permits and Approvals.** Tenant shall be solely responsible for obtaining, at its sole cost and expense, all subdivision maps, permits and approvals required for the development, finance, leasing or operation of any Improvements from the City and all other Governmental Authorities, and for any issuance or re-issuance of all certificates of occupancy or equivalent permits required by applicable Law for the use and occupancy of the Premises. Without limiting the generality of the foregoing, Tenant shall be responsible for preparing and implementing a Storm Water Pollution Protection Plan for the Premises pursuant to applicable Law. Notwithstanding the foregoing, Tenant shall not apply to the City or any other applicable Governmental Authority for a variance or amendment to the Construction Requirements except with the prior written approval of Landlord (which Landlord may withhold in its sole discretion), and Tenant shall not submit any environmental impact report or other consultant's report containing information regarding Landlord to any Governmental Authority without Landlord's prior written approval. Landlord shall not be obligated to sign, support or assume any liability

under any application or other agreement relating to any permit, license or the like unless otherwise agreed by Landlord in its sole discretion and upon terms and conditions acceptable to Landlord.

**3.2.10 Completion.** Subject to Section 3.3 below (as to the Updated Improvements), upon substantial completion of any Improvements, (a) Tenant shall record in the Official Records a Notice of Completion pursuant to California Civil Code Section 8182 or any successor statute, a copy of which as recorded shall be provided by Tenant to Landlord, (b) Tenant shall comply with any other applicable requirements of Law with respect to the completion of works of improvement, and (c) if the Improvements are a Major Work, Tenant's Design Professional shall deliver to Landlord a certificate setting forth the total cost of such construction and certifying (i) that the Improvements have been substantially completed in compliance with the Construction Requirements, (ii) the completed Improvements have been inspected and finally approved by all appropriate Governmental Authorities, and all certificates of occupancy or similar permits or approvals required as a condition to the occupancy or use of such Improvements have been duly issued, and (iii) all costs and liens relating to the completed Improvements have been paid or discharged, as applicable. In addition, Tenant shall deliver to the Landlord a reproducible copy of the "as built" drawings of the Updated Improvements (in computer assisted design (CAD) format) as well as copies of all permits, approvals, temporary and permanent certificates of occupancy and other documents issued by any Governmental Authority in connection with all Improvements.

**3.2.11 Payment for Improvements.** Tenant shall promptly pay all Design Professionals, Contractors and material suppliers for design or construction of the Improvements in accordance with their respective contracts with respect to work performed by or for Tenant or materials purchased by or for Tenant so as to reduce the possibility of a lien attaching to the Premises. Tenant shall obtain conditional and unconditional interim and final lien releases in the required statutory forms in connection with Tenant's payment for work to Design Professionals, Contractors and material suppliers.

**3.2.12 Construction Insurance.** In addition to the requirements of Article 10, prior to commencing the construction of any Improvements, Tenant shall provide Landlord with evidence that Tenant carries (a) "Builder's All Risk" insurance covering the construction, including vandalism and malicious mischief, covering all Improvements in place on the Premises, all materials and equipment stored at the Premises and furnished under contract, and all materials and equipment that are in the process of fabrication at the premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment has passed to, Tenant or its construction manager, contractors or subcontractors (excluding any contractors', subcontractors' and construction managers' tools and equipment, and property owned by the employees of the construction manager, any contractor or any subcontractor), such insurance to be written on a completed value basis in an amount not less than the full estimated replacement value of the Improvements; and (b) such other insurance or related requirements as Landlord may reasonably require. All such insurance shall conform to the requirements of Article 10. All Improvements shall be insured by Tenant pursuant to Article 10 immediately upon completion thereof.

**3.2.13 Ownership of Improvements.** All Improvements that may be installed or placed in or about the Premises shall be deemed to become an integral part of the Premises, and shall not be removed except as provided in Sections 2.6.2 of this Lease.

**3.2.14 Landlord Inspection Rights.** During and upon completion of the construction of any Improvements, Landlord and any architect, engineer or other representative whom Landlord may select to act for Landlord, may inspect the Improvements and all work and materials as rendered and installed. Tenant shall keep copies of all Improvement Plans (with "as built" information incorporated) relating to any Improvements on the construction site and permit Landlord and its architects, engineers and other representatives to examine them at all reasonable times or, in the alternative, shall furnish Landlord with copies of such Improvement Plans. If Landlord and its architects, engineers or other representatives shall determine that the materials do not substantially conform to the approved Improvement Plans, or that the Improvements are not being constructed in accordance with the approved Improvement Plans, Landlord shall have the right to give prompt notice in writing to Tenant, specifying in detail the particular deficiency, omission or other respect in which it is claimed that the work does not conform with the approved Improvement Plans. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to any deficiencies, omissions or otherwise, and shall immediately remove such materials and replace such construction and furnish materials in accordance with such Improvement Plans or with materials that meet or exceed the quality provided for in such Improvement Plans ("**Corrective Action**"). In the event that Tenant fails to commence such Corrective Action within five (5) Business Days after notification by Landlord or fails to diligently prosecute such Corrective Action to its completion, Landlord shall have the right to require Tenant to stop construction until such Corrective Action is completed.

**3.2.15 Lease Termination.** If this Lease expires or is terminated prior to the completion of construction of any Improvements, Tenant shall, at Landlord's option and at Tenant's expense, either (a) promptly complete construction of such Improvements, (b) remove all such partially completed Improvements, construction materials, equipment and other items from the Premises and restore the Premises to their pre-construction condition, or (c) subject to the rights of any Leasehold Mortgagee, assign the relevant contracts to Landlord without any pre-existing liability, to enable Landlord to complete such construction and charge Tenant for the expense of completion.

### **3.3 Commencement, Prosecution and Completion of Updated Improvements.**

**3.3.1 Commencement.** Tenant shall commence construction of the Updated Improvements on or before the date set forth on Schedule 1 attached hereto as the "**Construction Commencement Date**." The Construction Commencement Date shall be extended day for day (a) during the continuance of any Force Majeure event that impacts the commencement or progress of construction, provided that the aggregate extension for all Force Majeure events under this Section 3.3, including Force Majeure events that occur during construction, shall not exceed one (1) year; and (b) for each day that the commencement or progress of construction is delayed due to a delay ("**Landlord Delay**") caused by Landlord (other than time periods for Landlord to conduct reviews and/or grant or deny discretionary approvals as shown on Schedule 1). In no event shall Landlord's rejection of an application submitted by Tenant due to

Tenant's failure to comply in all material respects with any requirement of Landlord's approval process be considered a Landlord Delay.

**3.3.2 Completion.** Tenant shall cause the completion of the construction of the Updated Improvements to occur on or before the date which is set forth on Schedule 1 attached hereto as the "**Construction Completion Date.**" The Construction Completion Date shall be extended day for day due to the occurrence of the events described in Sections 3.3.1(a) and (b) above.

**3.3.3 Conduct of Construction.** After commencement of construction of the Updated Improvements (a) such construction shall be diligently prosecuted so that the affected portion of the Premises shall not remain in a partly finished condition any longer than is reasonably necessary and in any event there shall be no stoppage of construction for a continuous period in excess of sixty (60) days, which sixty-day period may be extended day for day due to the occurrence of the events described in Sections 3.3.1(a) and (b) above, (b) no material excavation that would alter drainage patterns or require a grading permit shall be made on any portion of the Premises and no material amount of sand, gravel, soil or other material shall be removed therefrom that would alter drainage patterns or require a grading permit, other than in connection with the construction of the Updated Improvements in accordance with the Construction Requirements. All imported soil shall be certified by a duly licensed soils engineer as being in compliance with Hazardous Substance Laws and acceptable for community college purposes pursuant to applicable Laws, and shall be compacted to meet the Construction Requirements depending upon the location and expected use.

**3.3.4 Certain Definitions.** For purposes of this Lease, (a) Tenant shall be deemed to have "**commenced construction**" of the Updated Improvements when (i) all required permits, licenses and approvals required in connection therewith have been duly issued by the City or other applicable Governmental Authorities, (ii) the Contractor for such Updated Improvements has been given notice to proceed with the construction of such Updated Improvements by Tenant, and (iii) such Contractor has diligently and continuously commenced construction activities; (b) a "**stoppage of construction**" shall be deemed to occur at any time during which Tenant or its Contractor is not diligently and continuously prosecuting the construction and completion of such Updated Improvements pursuant to the Construction Requirements; (c) "**completion of construction**" shall be deemed to occur when (i) such Updated Improvements have been substantially completed (that is, completed except for minor punch list work), and (ii) Landlord has received the documents required pursuant to Section 3.2.10 above.

**3.4 Encumbrance of Estate.** Tenant acknowledges that Landlord is prohibited under applicable Law to subordinate or subject Landlord's Interest to the lien of any Person providing financing to Tenant in connection with the design or construction of all Improvements or the maintenance and operation thereof. All such financing shall be the sole responsibility of Tenant.

**3.5 Costs of Construction.** Tenant shall bear all costs and expenses associated with construction of all Improvements, including all permit fees and costs imposed by the City or any other Governmental Authority.

**3.6 No Services or Improvements Provided by Landlord.** Landlord shall not be required to furnish any services, utilities or facilities whatsoever to the Premises, and Tenant hereby assumes the full and sole responsibility, at Tenant's sole cost and expense, for obtaining, furnishing and paying for all services, utilities or facilities, including, but not limited to, heat, electricity, air conditioning, telecommunications, water and sewer services. Tenant hereby also assumes the full and sole responsibility, at Tenant's sole cost and expense, for the condition, operation, repair, maintenance, replacement and management of the Premises. Furthermore, Landlord has not agreed to construct any Improvements on the Premises. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure or delay in obtaining any service or utility, regardless of cause, or for any diminution in the quality or quantity thereof; and such failures or delays or diminution shall not be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises, or relieve Tenant from paying Rent or performing any of its obligations under this Lease, or give Tenant the right to terminate this Lease.

**3.7 Cooperation.** Each Party hereby covenants and agrees to cooperate with the other Party from and after the date of this Lease and throughout the term of this Lease in obtaining all approvals and permits that are necessary or desirable in order to develop and construct the Improvements and any other permitted Alterations including, without limitation, joining in applications, filings and submittals for use, building, grading, and construction permits, and participation in and support of the other Party's position in hearings, proceedings and meetings relating to any such permits or other governmental applications, submittals or approvals; provided, however, that the Party that is not performing such construction shall not be obligated to incur any expenses or liabilities in cooperating with the other Party's permitted construction activities.

## **ARTICLE 4 RENT**

**4.1 Annual Base Rent.** The Annual Base Rent payable by Tenant to Landlord for the 2015 Lease Year pursuant to the Original Lease was \$2,494,435 (the "**Annual Base Rent**"). The Annual Base Rent shall be adjusted from time to time and computed pursuant to Section 4.2 below. Tenant shall pay the Annual Base Rent in advance, on or before May 15 of each Lease Year during the entire Term (the "**Annual Base Rent Due Date**").

**4.2 Annual Base Rent Adjustments.** On each Annual Base Rent Due Date, the amount of the then current Annual Base Rent shall be adjusted in the manner hereinafter set forth. On each Annual Base Rent Due Date, the Annual Base Rent shall increase (but not decrease) to reflect the change in the Index between the immediately preceding Annual Base Rent Due Date and the current Annual Base Rent Due Date, and continuing with respect to each subsequent adjustment date. In each instance, Annual Base Rent shall be multiplied by a fraction, the numerator of which is the Index published most recently before the current Annual Base Rent Due Date and the denominator of which is the Index published most recently before the immediately preceding Annual Base Rent Due Date; provided however, that the amount of any such increase shall not be less than three percent (3%), nor shall it exceed six percent (6%).

**4.2.1 Index.** Reference to the "**Index**," as used in this Lease, shall mean the Consumer Price Index, all Urban Consumers, all Items, for the Los Angeles-Anaheim-Riverside area, base year 1982-84=100, as published by the United States Department of Labor, Bureau of Labor Statistics (the "**Bureau**"). Landlord shall endeavor to calculate and give Tenant notice of the increase in the Annual Base Rent on or before February 15 of each Lease Year, and Tenant shall pay the increased Annual Base Rental effective on each Annual Base Rent Due Date. Should the Bureau discontinue the publication of the Index, or publish the same less frequently, or alter the same in some other manner, Landlord, in its discretion, shall adopt a substitute index or procedure that reasonably reflects and monitors consumer prices.

**4.3 Place of Payment of Rental.** All rental payments shall be made in lawful money of the United States of America and shall be paid to Landlord at Landlord's address as set forth in Section 19.1 or to such other parties and/or to such other address as Landlord may from time to time designate in writing to Tenant.

**4.4 Net Lease; No Rent Abatement or Reduction.** The rental set forth in this Article 4 is established on the assumption that Landlord will not have to pay any expense or incur any liabilities of any kind in any way relating to, or in connection with, the Premises during the Term, except as otherwise provided in this Lease. Accordingly, Tenant will promptly pay all costs of every kind and description relating to or arising out of the Premises during the Term, including without limitation (a) all annual or special assessments allocated to the Premises, and (b) capital infrastructure, capacity, upgrade, improvement, utility and other charges allocated generally to the Premises by any Governmental Authorities and/or public or quasi-public utilities or other similar service providers to the Premises. Except as expressly provided to the contrary in this Lease, Tenant shall not be entitled to any abatement, set-off or reduction in Annual Base Rent due under this Lease.

**4.5 Additional Rent; Rent.** All amounts and sums which Tenant is obligated to pay or reimburse to Landlord pursuant to this Lease (other than Annual Base Rent) shall be collectively referred to herein as "**Additional Rent**." All Additional Rent shall be due and payable within ten (10) days after Landlord's demand therefor. Additional Rent for any partial month at the beginning and the end of the Term shall be prorated on a daily basis. Any and all payments of Annual Base Rent (including all increases thereof), Additional Rent, and any and all other payments, disbursements or reimbursements (collectively, "**Rent**") which are attributable to, payable by, or the responsibility of Tenant under this Lease, constitute "rent" within the meaning of California Civil Code Section 1951(a).

**4.6 Interest.** Any Rent or other amount payable by Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) per annum until paid or a floating rate of two (2.0) percentage points above the Prime Rate then in effect, whichever is higher; provided however, in no event shall such interest rate exceed the maximum legal rate of interest in effect in the State of California.

**4.7 Late Charges.** Tenant acknowledges that the late payment of any Annual Base Rent or Additional Rent will cause Landlord to lose the use of such money and incur costs and expenses not contemplated under this Lease, including, without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult

to ascertain. Therefore, if any installment of Annual Base Rent or Additional Rent is not paid within five (5) calendar days after the due date for such rent payment, then Tenant shall thereafter pay to Landlord on demand a late charge equal to five percent (5%) of the amount of any installment of Annual Base Rent or additional rent not paid on the due date. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant.

## ARTICLE 5 USE

### 5.1 Use of Premises.

**5.1.1 Construction of Improvements.** Tenant shall use the Premises solely for the construction, maintenance and operation of the Improvements (and any Alterations thereto approved pursuant to Section 9.1). Tenant shall ensure that the Improvements shall at all times be constructed, maintained and operated only in a manner consistent with the Construction Requirements.

**5.1.2 Permitted Uses; Residential Apartments.** The permitted use of the Improvements shall be limited to the improvement and operation of a residential apartment building.

**5.2 Changed Use.** Should the use of all or any portion of the Premises or the Improvements materially change at any time during the Term of this Lease in a manner which is inconsistent with the requirements set forth in this Lease, and should this change not be approved in writing by Landlord, such change in use shall constitute a material breach of this Lease and subject to Section 15.2 (regarding notice and opportunity to cure such default), Landlord may exercise any of its remedies under Article 15, including without limitation, its right to terminate this Lease pursuant to Section 15.4.1.

**5.3 Waste; Nuisance.** Tenant shall not use or permit any other Person to use the Premises, or any part thereof, nor allow any Person access for any use, which constitutes a waste, nuisance or unreasonable annoyance to Landlord. Tenant further agrees at all times during the Term, at its sole cost and expense, to do all things necessary to maintain the Premises in good, clean and sanitary condition and repair.

**5.4 Environmental Requirements.** Tenant shall not use, nor permit the use by any other Person of any Hazardous Substance in the construction, use, operation or renovation of the Improvements in violation of the Environmental Restrictions or any applicable Hazardous Substance Laws, including, without limitation, any use, storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of any Hazardous Substance from, on or otherwise relating to the Premises that violates the Environmental Restrictions or any applicable Hazardous Substance Laws. Tenant shall, at its own cost and expense, comply, and cause each of its licensees and/or concessionaires to comply, with the Environmental Restrictions and all applicable Hazardous Substance Laws including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations. Should Tenant use or permit the use by any other Person of any Hazardous Substance in

quantities requiring reporting or notice to any applicable Governmental Authority or agency, Tenant shall provide any required notice to the appropriate Governmental Authority or agency and simultaneously send a copy of such notice to Landlord. Tenant shall establish and maintain a policy to assure and monitor continued compliance by Tenant and all others occupying space in the Improvements with all Hazardous Substance Laws. Tenant shall not use nor shall Tenant permit any other person (including, without limitation, any Building Tenant) to use, the Premises, or any part thereof, for or in a manner which results in any release, emission, disposal, use or storage of any Hazardous Substance in violation of the Environmental Restrictions or any applicable Hazardous Substance Laws.

## **5.5 Environmental Remediation and Indemnification.**

**5.5.1 Environmental Indemnity.** As a material part of the consideration for this Lease, from and after the Effective Date, Tenant on behalf of itself and each and every Person claiming by, through or under Tenant, hereby agrees that Tenant shall, to the maximum extent permitted by law, indemnify, defend (with counsel reasonably acceptable to Landlord), and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims resulting or arising from or in any way connected with the existence, release, threatened release, presence, storage, treatment, transportation and/or disposal of any Hazardous Substances on, in, under, from, about or adjacent to any portion or portions of the Premises, regardless whether any such condition is known or unknown now or upon the Effective Date and regardless whether any such condition pre-exists this Lease or is subsequently caused, created or occurring; provided, however, that Tenant shall not be responsible (and such indemnity shall not apply) to the extent of the gross negligence or willful misconduct of the Landlord Indemnified Parties or any breach of any of Landlord's representations, warranties, covenants or obligations set forth in this Lease relating directly to environmental matters.

**5.5.2 Release Notification and Remedial Actions.** If, after the Effective Date, any release of a Hazardous Substance is discovered on the Premises, Tenant shall promptly provide written notice (or in the event of emergency, telephonic notice, followed by written notice) of any such release to Landlord. To the extent that any Governmental Authority is requiring that Landlord remediate such release and Tenant acknowledges that it is obligated to assume responsibility for or indemnify Landlord with respect to such release pursuant to Section 5.5.1, or there is a good faith dispute between Landlord and Tenant as to whether Tenant is obligated to assume responsibility or indemnify Landlord with respect to such release pursuant to Section 5.5.1, then Tenant shall (a) remediate the release in compliance with and to the extent required by Hazardous Substances Laws and such Governmental Authority, or if such removal is prohibited by any Hazardous Substances Laws, take actions as may be reasonably required by any Hazardous Substances Law; (b) take such other reasonable action as is necessary to have the full use and benefit of the Premises as contemplated by this Lease; and (c) provide Landlord with reasonably satisfactory evidence of the actions taken as required in this Section. To the extent that any Governmental Authority is requiring that Landlord remediate such release and Landlord acknowledges that Tenant is not obligated to assume responsibility for or indemnify Landlord with respect to such release pursuant to Section 5.5.1 or no Governmental Authority is requiring that Landlord remediate such release, then (as between Tenant and Landlord under this Lease), Tenant may elect in its sole and absolute discretion whether to remediate such release and/or pursue any rights that Tenant has against any third Person with respect to such release. The



foregoing shall be without prejudice to the Tenant's or Landlord's rights against any responsible party or Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9620(h), and without compromising the applicability of any insurance coverage in regard to such release. Landlord and Tenant will coordinate any action required under this Section 5.5.2 with any appropriate environmental insurance carriers so as not to compromise coverage for the costs of such actions.

**5.6 Compliance with Government Regulations.** Subject to Tenant's right to contest in accordance with Section 5.8.1, Tenant shall, at its sole cost and expense, at all times during the Term, conform to, and cause all persons using or occupying any part of the Premises to comply with, all Laws from time to time applicable thereto, including, without limitation, all Laws relating or applicable to the Premises, or the use and ownership thereof.

**5.7 Evidence of Compliance with Laws.** Tenant shall deliver to Landlord, upon Landlord's request, and at Tenant's expense, copies of documents and such other evidence as is normally and customarily issued by Governmental Authorities with jurisdiction over the Premises to demonstrate proof of compliance with all Laws pertaining to permits and authorizations relating to the Premises generally and to the Improvements specifically.

**5.8 Right to Contest.**

**5.8.1 Tenant Conduct of Proceedings.** At Tenant's sole cost and expense, Tenant, by appropriate legal proceedings brought in good faith and diligently prosecuted in its name, may contest the validity or applicability to the Premises, or any part thereof, of any Laws; provided however, that Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties, and protect the Premises from Tenant's failure to observe or comply with the contested Laws during such contest.

**5.8.2 Landlord Conduct of Proceedings.** Landlord reserves the right to contest the applicability to the Premises or validity of any Laws; provided, however, that if any such contest or proceeding is, with Tenant's prior written consent, maintained in the names of both Tenant and Landlord, Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant and protect the Premises from the failure to observe or comply with the contested Laws during the contest. Within five (5) days of receipt of notice of action or proceeding claiming the applicability of, or seeking to impose, any legal requirement on the Premises or the development of the Premises, Landlord shall give Tenant written notice of such claims.

**ARTICLE 6  
OPERATION AND MAINTENANCE**

**6.1 Standards of Operation.** Tenant shall continuously (except for reasonable interruption during repairs, maintenance or renovations and due to Landlord Delay and events of Force Majeure) and diligently during the Term operate, or cause the Improvements to be operated, in a first class manner and as otherwise required by this Lease.

**6.2 Maintenance.** At all times during the Term except in the event of a casualty or Taking, Tenant shall, at its sole cost and expense, keep and maintain all parts of the Premises in a condition of Comparable Improvements, subject to ordinary wear and tear. Such obligations include, without limitation, the obligation to maintain all Improvements in a clean, sanitary, neat, tidy, orderly and attractive condition. The foregoing obligations shall be excused in the event of a casualty covered by Section 9.2 or a Taking covered by Article 11 hereunder.

**6.3 Management and Operation of the Premises.** Tenant shall be responsible for overall management and control of the Premises. Tenant shall perform its obligations under this Section 6.3, or cause them to be performed, in a manner which demonstrates managerial skill, knowledge, judgment and practice which is standard for the management of Comparable Improvements. Tenant acknowledges Landlord's concern that, because the Improvements are located in the Premises, they must be operated, maintained and managed in first-class condition, and that Landlord, in agreeing to the terms of this Lease, is relying on the expertise, experience and reputation of Tenant, and its constituent members, partners, officers and directors, to cause the Improvements to be operated, maintained, and managed in said first-class condition. Tenant shall perform or cause to be performed, at its expense, property management services with respect to the Premises which are customarily provided for Comparable Improvements. If Tenant should hire a property manager for the Premises, such manager shall be experienced in the management and operation of projects similar to the Improvements. No such agreement with a manager to provide the services described in this Section 6.3 shall release Tenant from any obligation which Tenant has under this Lease.

**6.4 Specific Tenant Obligations.** Without limiting the provisions of Section 6.3 above, Tenant shall:

**6.4.1** assure that any contractor performing work on the Premises maintains insurance in accordance with prudent practice prevailing in the industry for Comparable Improvements, including, without limitation, workers' compensation insurance, employees' liability insurance and insurance against liability for injury to persons and property arising out of such contractor's operations, any subcontractors' operations and the use of owned, non-owned or hired automotive equipment in the pursuit of all such operations;

**6.4.2** supervise, or cause to be supervised by its manager, all matters coming within terms of this Article 6, including, without limitation, direct observation, inspection and supervision of all repairs, decorations, alterations and Improvements during the progress thereof; and

**6.4.3** obtain the necessary receipts, releases, waivers, discharges and assurances to keep the Premises free from mechanics' liens and other claims.

**6.5 Requirements of Government Agencies.** At all times during the Term, Tenant, at Tenant's own cost and expense, shall make (subject to Article 9 and all other applicable terms and provisions of this Lease) all alterations, additions or repairs to the Premises and every part thereof, required by Laws now or hereafter in effect.

**6.6 Landlord Inspection Rights.** A representative of Landlord may enter the Premises, including the Improvements, during normal business hours for the purpose of inspecting the Premises for compliance with the requirements of this Lease, subject to Tenant's reasonable requirements as to security of the Premises and any tenants. Landlord shall give Tenant at least three (3) business days' prior notice of any such inspection, and except in the case of an emergency, Landlord shall be accompanied by a representative of Tenant. If Landlord determines that the use and operation of the Premises does not comply with the requirements of this Lease, Landlord shall have the right to give prompt notice in writing to Tenant, specifying in detail the particular manner in which the use and operation of the Premises is not in compliance with this Lease. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to such non-compliance.

**6.7 Meetings to Discuss Maintenance of Improvements.** At least annually, a senior member of the facilities management personnel of both Parties shall meet to discuss the long term maintenance plan developed by Tenant for the Improvements, and Tenant will consider in good faith the suggestions of Landlord with respect to the ongoing maintenance of the Improvements.

## **ARTICLE 7 TAXES AND ASSESSMENTS**

**7.1 Taxes and Assessments.** Tenant shall pay all Taxes and Assessments prior to the delinquency date thereof. Landlord specifically calls to Tenant's attention the fact that this Lease may create a possessory interest subject to property taxation, and Tenant may be subject to a possessory interest tax levied on such interest. If the right is given to Tenant to pay any Taxes, Assessments, or other impositions which Tenant is herein obligated to pay either in one lump sum or in installments, Tenant may elect either mode of payment.

**7.2 Landlord Indemnified and Held Harmless.** Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless from the payment of all Taxes and Assessments. Subject to the provisions of Section 7.3, Tenant shall prevent any Taxes and Assessments from becoming a delinquency lien upon the Premises or any part thereof. Landlord shall in no way be obligated to pay such delinquent Taxes or Assessments, but Tenant authorizes Landlord to make such payment, and, if Landlord makes such payment, it shall become due and payable to Landlord by Tenant as Additional Rent pursuant to Section 4.5 and shall bear interest at the rate provided for in Section 4.6.

**7.3 Tenant's Right to Contest.** Tenant shall have the right, at its own expense, to contest the amount or validity of any Tax or Assessment by appropriate proceedings diligently conducted in good faith which shall operate to prevent the collection of any such Tax or Assessment so contested or the sale of the Premises or any part thereof to satisfy the same. As a condition precedent to Tenant's contesting any Tax or Assessment, Tenant shall (a) comply with all Laws respecting such contest, (b) give Landlord prior written notice of Tenant's intent to so contest said amount or validity, and (c) in order to protect Landlord from any sale or foreclosure against the Premises or any part thereof, provide a good and sufficient surety bond or other security deemed appropriate by Landlord in the amount of such Tax or Assessment plus

estimated penalties which may be imposed. Tenant shall bear any and all costs, liability or damage, including attorneys' fees and costs arising out of such contest. Nothing in this Section relieves, modifies or extends Tenant's covenant to pay any such Tax or Assessment at the time and in the manner provided in this Article 7.

**7.4 Landlord's Cooperation in Tenant's Contest.** Provided Landlord incurs no cost or liability in doing so, Landlord shall cooperate with Tenant in any proceedings brought by Tenant to contest the validity or the amount of any Taxes or Assessments or to recover any Taxes or Assessments paid by Tenant. If the provisions of any Law at the time in effect shall require that such proceedings be brought in the name of Landlord, then provided Landlord incurs no cost or liability in doing so, Landlord shall join any such proceedings or permit the same to be brought in its name. If any such proceedings shall be brought by Tenant, whether or not joined by Landlord or brought in Landlord's name, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises against any and all Claims that may be imposed upon the Landlord Indemnified Parties or the Premises in connection therewith.

**7.5 Excluded Taxes.** Tenant's obligation to pay Taxes and Assessments levied and assessed against the Premises or any part thereof shall exclude business, income or profits taxes levied or assessed solely against Landlord by any Governmental Authorities, unless such tax or assessment is levied in lieu of Taxes or Assessments which would have been otherwise payable by Tenant under this Lease.

**7.6 Prorations.** Taxes and Assessments shall be prorated at the beginning and end of the Term to reflect periods during tax fiscal years at the commencement and expiration (or sooner termination) of this Lease for which said taxes are paid during which this Lease is not in effect.

**7.7 Personal Property Taxes.** Tenant shall pay, or cause to be paid, before delinquency, all taxes levied against, or on account of, all fixtures, equipment and personal property located in or upon the Premises.

**7.8 Separate Assessment.** Landlord and Tenant shall cooperate to the extent necessary to obtain a separate assessment and tax bill for the Premises.

**7.9 Replacement Taxes.** If at any time during the Term the basis of real property taxation prevailing at the commencement of such Term shall be altered so that in addition to, or in lieu of, or as a substitute for, the whole or any part of the real property taxes now levied, assessed or imposed there shall be levied, assessed or imposed upon or against Landlord a tax on rents, a license fee measured by rents, a so-called "value added tax", or any other tax in lieu of or fee resulting from a revision of the present real property tax laws, then and in any such event the same shall be included and deemed within the meaning and purview of this Article 7 and Tenant shall be responsible for that portion of any such tax or fee equal to the amount that would have been levied, assessed or imposed on Landlord assuming the Premises constituted all of Landlord's real property.

## ARTICLE 8 UTILITIES

**8.1 Construction of Utilities.** Tenant shall be responsible for the maintenance and construction (as applicable) of such utilities as are necessary to serve the Improvements in accordance with Section 3.6 above. Tenant acknowledges and agrees that all utilities and related equipment to service such utilities to be located on the Premises (other than items that are not customarily placed below grade in Comparable Improvements developed in the South Orange County Area and other than temporary items used during construction) shall be placed below the grade of the surface of the ground.

**8.2 Cost of Utilities.** All costs associated with bringing required utilities from the point of origin to the point of connection at the Improvements, including, without limitation, related professional, engineering and consultant fees, service charges, meters, and the costs of connections, including, without limitation, any hook-up fees or increased capacity charges assessed by any utility company, water district and/or Governmental Authority, shall be paid by Tenant. Tenant shall be responsible for paying all costs associated with bringing required utilities from the point of origin to the point of connection at the Improvements (including, without limitation, a sewer assessment charge) regardless of whether a utility company, water district, and/or government agency imposes any related assessment on Tenant directly.

## ARTICLE 9 ALTERATION, DAMAGE OR DESTRUCTION

### 9.1 Alteration of Improvements.

**9.1.1 Permitted Alterations.** Tenant shall make no alterations and additions to the Improvements ("**Alterations**") other than as approved by Landlord as provided in this Section 9.1; provided, however, that Landlord shall not unreasonably withhold, condition or delay its approval of any such Alterations. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, make any Alteration that is not a Major Work provided that such Alteration is consistent with the Construction Requirements.

**9.1.2 Requirements.** Tenant shall comply with the requirements of Section 3.2 above as to all Alterations that constitute a Major Work. Tenant shall comply with the requirements of Sections 3.2.8 through 3.2.15 inclusive and Sections 3.4 through 3.7 above inclusive as to all Alterations.

### 9.2 Damage or Destruction of Improvements.

**9.2.1 Reconstruction After Casualty.** If, during the Term, the Improvements are wholly or partially damaged or destroyed (whether or not such casualty is covered by insurance, or required to be covered by insurance under the terms of this Lease), Tenant shall promptly give written notice of such damage or destruction to Landlord. Except as provided in Section 9.2.3, such damage or destruction shall not terminate this Lease, and Tenant shall promptly repair and restore the Improvements to substantially the same floor area, size, type, quality and nature as existed immediately prior to such damage or destruction unless Landlord gives its prior written approval to do otherwise pursuant to Section 9.1.1. Tenant shall keep

those portions of the Improvements that have been destroyed or damaged fenced off and screened from public view using fencing and screening materials acceptable to Landlord in its reasonable discretion, until such portions of the Improvements have been repaired by Tenant pursuant to this Section 9.2. The obligation of Tenant to pay Rent shall remain in full force and effect regardless of whether Tenant or any Building Tenant is able to conduct business from the Premises.

**9.2.2 Disbursement of Insurance Proceeds.** All property insurance proceeds recovered on account of damage or destruction of the Improvements ("**Proceeds**") shall be applied to the payment of the cost of repairing and replacing the Improvements; provided however, if this Lease is terminated pursuant to Section 9.2.3 below, the Proceeds shall be disbursed in accordance with Section 9.2.3. Except for reconstruction that is estimated (pursuant to a written estimate obtained by Tenant and acceptable to Landlord in its reasonable discretion) to cost less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), all Proceeds shall be deposited with a depository reasonably acceptable to Landlord, Tenant and the Leasehold Mortgagee, if applicable (the "**Depository**"). If the Proceeds are insufficient to cover the anticipated cost of reconstruction, Tenant shall deposit with the Depository before the commencement of reconstruction funds in the amount of such deficiency ("**Tenant's Funds**"). The Depository shall disburse the Proceeds and Tenant's Funds during the course of reconstruction in accordance with customary construction disbursement standards, including a ten percent (10%) retention. If, after the reconstruction has been completed in accordance with the terms of this Lease, there are remaining funds held by the Depository, then such funds (after deducting the fees and expenses of the Depository) shall be delivered to Tenant, or if a Leasehold Mortgage exists, then to such Leasehold Mortgagee. If there are not sufficient funds remaining to pay for the Depository's fees and expenses, Tenant shall be responsible for the payment of the same. The provisions of this Section 9.2.2 shall be subject to the provisions of a Trust Deed pursuant to Section 14.2 below. Notwithstanding the foregoing, at any time that a Leasehold Mortgagee has a lien on this Lease, the terms of the Trust Deed govern with respect to the use and allocation of Proceeds.

**9.2.3 Damage or Destruction in Last Five Years of the Term.**

(a) During the last five (5) years of the Term, Tenant may elect to terminate this Lease and not repair or restore the Improvements as otherwise required by Section 9.2.1 if such damage or destruction is more than eighty percent (80%) of the replacement value of the Improvements on the date immediately preceding such damage or destruction. Tenant shall make such an election to not repair the Improvements by providing written notice to Landlord of its intention to terminate this Lease within forty-five (45) days following such damage or destruction. If Tenant makes such an election, this Lease shall automatically terminate upon the full performance by Tenant, at its sole cost and expense, of the demolition and removal of the remaining portions of the Improvements so damaged or destroyed and removal of all debris from the Premises; provided however, that any available Proceeds shall be applied to the cost of demolition and removal.

(b) In the event that Tenant elects to terminate this Lease pursuant to Section 9.2.3(a) above and fails to complete such demolition and removal within one hundred eighty (180) days following the date of the damage or destruction, Landlord shall have the right (but not

the obligation) to enter the Premises to complete such demolition and removal itself, in which event Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual demolition and removal costs ("**Landlord's Demolition Costs**"). Tenant shall pay the Landlord's Demolition Costs as Additional Rent within thirty (30) days after the date that Landlord delivers to Tenant copies of paid invoices evidencing Landlord's Demolition Costs or other backup documentation reasonably acceptable to Tenant. In the event that Landlord completes the demolition and removal itself, Landlord shall not be required to recover any salvageable items for the benefit of Tenant.

(c) In the event that this Lease is terminated pursuant to this Section 9.2.3, the Proceeds recovered on account of such damage or destruction (after deducting the costs of demolition and removal) shall be distributed first to satisfy the indebtedness secured by any Leasehold Mortgage, and any remaining proceeds shall be distributed to Landlord.

**9.2.4 Inapplicability of Civil Code Sections.** Except as set forth in Section 9.2.3 above, the provisions of California Civil Code Sections 1932(2) and 1933(4), and any successor statutes, shall be inapplicable with respect to the destruction of any part of the Premises; such sections provide that a lease terminates on the destruction of the Premises unless otherwise agreed by the parties to the contrary.

**9.3 Work of Improvement.** All construction and other work of making any Alterations or repairing any damage or destruction to the Improvements shall be undertaken in a lien-free and good and workmanlike manner, in conformity (in all material respects) to the Construction Requirements, including without limitation the requirements of Article 3; provided, however, for this purpose all references to the "Improvements" in Article 3 shall be read to mean the applicable Improvements, and the dates for commencing and completing the applicable work shall be as set forth in the Improvement Plans for the applicable Improvements.

## **ARTICLE 10 INSURANCE**

**10.1 Insurance.** Tenant shall, at its sole cost and expense, maintain the following types of insurance under conditions, in not less than the amounts, and in the forms specified below:

**10.1.1 Commercial General Liability Insurance.** Tenant shall maintain a policy of commercial general liability insurance (a "**CGL Policy**") (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, including coverage for premises and operations; products/completed operations; owners' and contractors' protective, personal, and advertising injury; broad form property damage, and with an "Additional Insured-Managers or Lessors of Premises" endorsement and a cross-liability endorsement. The CGL Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease.

**10.1.2 Workers' Compensation Insurance.** Tenant shall maintain a policy of Workers' Compensation insurance as required by the State of California.

**10.1.3 Automobile Liability Insurance.** Tenant shall maintain a policy of Business Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each accident.

**10.1.4 Tenant's Improvements.** Tenant shall maintain property insurance covering the Improvements and Tenant's personal property (the "**Property Insurance Policy**"), in an amount not less than one hundred percent (100%) of the full replacement cost, providing protection against any peril included within the classification "Special Causes of Loss," including without limitation, coverage for flood damage, earthquake damage, sprinkler damage and theft, and coverage for rental loss under Building Leases in amounts and for periods of time as may be reasonably determined by Tenant. Such insurance policy shall indemnify the policyholder for losses on a "replacement cost valuation" basis, and shall provide for reappraisal of the replacement cost not less than each two (2) years during the Term. During construction of the Improvements, Tenant shall maintain builder's risk insurance covering the Improvements for fire, lightning, extended coverage perils, vandalism, malicious mischief and sprinkler leakage, in an amount not less than one hundred percent (100%) of the projected replacement cost.

**10.1.5 Equipment.** Machinery insurance on all air conditioning and boiler equipment and systems serving the Premises (the "**Machinery Insurance**"). If such equipment and systems and the damage they may cause are not covered by Tenant's Property Insurance Policy, then the Machinery Insurance shall be in an amount not less than the full replacement cost of such equipment and systems.

The limits of liability of the insurance coverages specified in this Section 10.1 may be provided by any combination of primary and excess liability insurance policies. The minimum policy limits specified in this Section 10.1 shall be subject to increase from time to time at the reasonable direction of Landlord; provided, however, that such increases shall not exceed the amount of coverage generally carried in connection with projects and business operations of a similar nature in the South Orange County Area. Tenant shall inform Landlord of any deductibles or self-insured retentions, which shall not exceed commercially reasonable levels.

**10.2 Tenant Not Relieved.** It is expressly understood that the coverage required herein shall not in any way limit the liability of Tenant hereunder.

**10.3 Additional Insureds.** Coverages referred to in this Article 10 shall name Landlord, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees as additional insureds and shall not exclude such additional insureds from coverage with respect to the negligent acts or omissions of Tenant, its officers, agents, employees, or any person or persons under its direction and control. Each policy shall further make provision for thirty (30) days' advance written notice to Landlord of any proposed modification, change or cancellation of any of the above insurance coverages.

**10.4 Basis of Insurance.** The insurance required to be carried by this Article 10 is to be written on an "occurrence" form.



**10.5 Proceeds.** The proceeds from any insurance covering damage to property shall be paid and applied as set forth in Article 9 above.

**10.6 Waiver of Subrogation Rights.** Each policy of insurance procured pursuant to this Article 10 shall contain either (a) a waiver by the insurer of the right of subrogation against either Party hereto for negligence of such party, or (b) a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss described in the insurance policy. Tenant hereby waives any and all rights of recovery against Landlord, its appointed and elected officials, and its employees, faculty and students, for loss or damage to Tenant or its property or the property of others arising from any cause insured against under the policies required to be carried by this Article 10. In consideration of Tenant's property insurer's waiver of all rights of subrogation against Landlord and against Landlord's agents and representatives, Landlord agrees likewise to waive, or arrange for its property insurers to waive, any right of subrogation against Tenant by reason of loss of or damage to real or personal property of either Landlord or Tenant.

**10.7 Compliance with Requirements of Carriers.** Tenant shall at all times observe and comply with the requirements of all policies of insurance in force with respect to the Premises, or any party thereof, and Tenant shall so perform and satisfy the requirements of the companies writing such policies so that, at all times, companies of good standing reasonably satisfactory to Landlord shall be willing to write or to continue such insurance. Insurance shall be placed with insurers authorized to do business in California by the State's insurance department and which have a current A.M. Best rating of no less than A: VI, unless otherwise acceptable to Landlord. In the event that A.M. Best ratings are no longer published, then Landlord shall select in its reasonable discretion another comparable insurance rating service of recognized authority. Tenant shall, in the event of any violation or attempted violation, of the provisions of this Section 10.7 by any Building Tenant, licensee or other user of any portion of the Premises take steps immediately upon knowledge of such violation of attempted violation to remedy or prevent the same.

**10.8 Non-Contributing.** All insurance required to be carried by this Article 10 shall be non-contributing with any insurance carried by any of the named or additional insureds under said policies.

**10.9 Termination Notice/Form of Policies.** In no event will such insurance be terminated or otherwise allowed to lapse prior to termination of this Lease, or such longer period as may be specified herein. Tenant may provide the insurance required by this Article 10 in whole or in part through a policy or policies covering other liabilities and properties of Tenant, provided that any such policy or policies shall allocate to the Premises the full amount of insurance required hereunder.

**10.10 Evidence of Insurance.** Tenant shall provide Landlord with certificates or other evidence of insurance satisfactory to Landlord evidencing the maintenance of insurance required to be carried by this Article 10. Should any policy of insurance expire or be canceled and Tenant fails immediately to procure replacement insurance as required by Article 10, Landlord shall have the right, but not the obligation, to procure such insurance and to receive payment from

Tenant for the full cost thereof. If Landlord is damaged by the failure to provide or maintain the required insurance, the Tenant shall pay Landlord for all such damages.

**10.11 Settlement of Claims.** Provided Tenant is not in default under this Lease, nor has there occurred any event which, with the giving of notice or the passage of time or both, could result in Tenant being in default under this Lease, if any portion of the Improvements shall be damaged or destroyed by an insured peril or otherwise, Tenant shall have the right to settle, adjust or compromise any claim.

## **ARTICLE 11 CONDEMNATION**

**11.1 Lease Governs.** In the event of any Taking during the Term, the rights and obligations of the Parties with respect to such appropriation and any Award in connection therewith shall be as provided in this Article 11. The Parties hereby waive the provisions of California Code of Civil Procedure Section 1265.110 *et seq.* (or any successor statute) concerning the right to terminate this Lease or the right to any suspension, diminution, abatement or reduction of rent upon a Taking.

**11.2 Taking Defined.** "Taking" shall mean any acquisition of or damage to all or any portion of the Premises, or any interest therein or right accruing thereto, pursuant to or in anticipation of the exercise of the power of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Premises, or any part thereof, by any Governmental Authority, or any other agency empowered by law to take property in the State of California under the power of eminent domain.

### **11.3 Total Taking Defined.**

(a) A "**Total Taking**" shall mean:

(i) a Taking of all of the Premises other than for temporary purposes;

or

(ii) a Taking of so much of the Premises as to render, in Tenant's reasonable judgment, the balance of the Premises unsuitable for the operation of an apartment complex.

(b) Tenant shall notify Landlord within sixty (60) days after receiving notice of a Taking whether or not such Taking is a Total Taking. If Tenant fails to notify Landlord within such sixty (60) day period, such Taking shall be deemed to be a Partial Taking.

**11.4 Partial Taking Defined.** A "**Partial Taking**" shall mean a Taking which does not constitute a Total Taking, as defined in Section 11.3.

**11.5 Termination of Lease.** In the event of a Total Taking, this Lease shall terminate effective on the date of surrender of possession of the Premises to the condemning authority. Tenant shall continue to pay all Rent due hereunder and, in all respects, keep, observe and

perform all of the terms, covenants, agreements and conditions of this Lease to be kept, observed and performed by Tenant until the date of such termination.

**11.6 Partial Taking; Rental Abatement.** In the event of a Partial Taking, this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken, and a fair and equitable proportion of the Annual Base Rent shall be abated according to the nature and extent of the Partial Taking, and the duration and extent of the interruption of Tenant's operations due to such taking and restoration of the Improvements. Any dispute between Landlord and Tenant concerning the proportion of rent to be abated under this Section 11.6 shall be resolved by a Judicial Reference Proceeding in accordance with Article 17.

**11.7 Partial Taking; Restoration.** In the event of a Partial Taking, Tenant will, at its sole cost and expense, whether or not the condemnation award on account of such taking shall be sufficient for the purpose, promptly commence and proceed with due diligence (subject to Force Majeure) to effect restoration of the Improvements on the remaining portion of the Premises as nearly as possible to their value, condition and character immediately prior to such Taking, in accordance with the provisions of Article 9 which shall apply to such restoration.

**11.8 Distribution of Award.** All awards and damages received on account of any Total Taking or Partial Taking (including all amounts in respect to both the Premises, the Improvements constructed thereon, and personal property located thereon), including interest received, if any, whether such awards or damages are paid in respect to the Taking of the fee or leasehold interest in the Premises (hereinafter collectively referred to as the "**Award**"), shall be paid promptly by the person(s) receiving the same to an escrow agent mutually acceptable to Landlord and Tenant (the "**Escrow Agent**"), to be released as hereinafter provided upon appropriate instruction from the Parties hereto.

**11.9 Allocation of Award; Partial Taking.** Any Award in a Partial Taking shall be distributed by the Escrow Agent in the following order of priority:

**11.9.1** First, to Landlord, Tenant and any Leasehold Mortgagees, as herein provided, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;

**11.9.2** Second, to Tenant, as reimbursement for the cost and expense of restoration of the Improvements on the remaining portion of the Premises, as such costs and expenses are incurred by Tenant;

**11.9.3** Third, to any Leasehold Mortgagees, in the order of their respective priorities;

**11.9.4** Fourth, to Landlord, in an amount equal to the value of the Premises taken; and

**11.9.5** Fifth, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Partial Taking; and (b) Tenant shall

receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Partial Taking.

**11.10 Allocation of Award; Temporary Taking.** In the event of a Taking for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of any rent payable hereunder, and Tenant shall be entitled to claim, recover and retain any Award made on account of such temporary Taking remaining after reimbursing the reasonable costs and expenses of Landlord and Tenant incurred in collecting such Award; provided, however, that if the period of such temporary Taking extends beyond the Term, such Award shall be apportioned between Landlord and Tenant as of the date of expiration of the Term.

**11.11 Allocation of Award; Total Taking.** Any Award in a Total Taking shall be distributed by the Escrow Agent in the following order of priority:

**11.11.1**first, to Landlord, Tenant and any Leasehold Mortgagees, as herein provided, as reimbursement for all costs and expenses incurred by each of them in the collection of the Award, including fees and expenses incurred in the condemnation proceeding, in proportion to such costs and expenses incurred by each party;

**11.11.2**second, to any Leasehold Mortgagees, in the order of their respective priorities, such sum as is necessary to satisfy and discharge the liens thereof;

**11.11.3**third, to Landlord, in an amount equal to the fair market value of the Premises; and

**11.11.4**fourth, all remaining compensation shall be apportioned between Landlord and Tenant as follows: (a) Landlord shall receive a percentage equal to the percentage of the Term that has already expired as of the effective date of the Total Taking, and (b) Tenant shall receive a percentage equal to the percentage of the Term that has not yet expired as of the effective date of the Total Taking.

**11.12 Conduct of Proceedings.** Subject to the rights of any Leasehold Mortgagees to participate therein, Tenant and Landlord shall jointly commence, appear in and prosecute any action or proceeding involving a Taking of the Premises, or any part thereof or interest therein, by condemnation or under the power of eminent domain, or otherwise and shall jointly make any compromise or settlement in connection therewith. If the Parties disagree concerning such action or proceeding and there shall exist an Event of Default, Landlord shall be entitled at its option to commence, appear in and prosecute on its own and in its own name any such action or proceeding, and Landlord shall also be entitled to make on its own any compromise or settlement in connection therewith, subject to the rights of any Leasehold Mortgagees to participate therein.

**11.13 Notice.** Upon either Party receiving notice of or becoming aware of any condemnation proceedings, or threats thereof, such Party shall promptly give written notice to the other Party in the manner specified in Section 19.1.

## ARTICLE 12 ASSIGNMENT AND SUBLETTING

**12.1 Assignment.** In no event shall Tenant be permitted to Assign less than all of Tenant's Interest or sublease any portion of the Premises except pursuant to Section 12.4 below. Tenant may, as provided in Article 14 below with respect to the financing of the construction of the Improvements, and any refinancing thereof, assign all of Tenant's Interest to a Leasehold Mortgagee as security for financing of the construction of any of the Improvements, or any refinancing thereof, without the prior written consent of Landlord. In addition, the consent of Landlord shall not be required for the Assignment of Tenant's Interest to a Permitted Assignee; provided that within ten (10) Business Days of such Assignment to a Permitted Assignee, Tenant shall provide Landlord with written notice of the identity and address of such Permitted Assignee and evidence with reasonable specificity establishing the status of such assignee as a Permitted Assignee. No other purported Assignment of Tenant's Interest or any portion thereof, whether voluntarily, involuntarily or by operation of law shall be permitted nor shall the same be valid unless such assignment complies with the following:

**12.1.1** Tenant may not (except as provided above in this Section 12.1) Assign Tenant's Interest without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's reasonable discretion. Tenant agrees that it shall be conclusively presumed to be reasonable for Landlord to consider the following requirements in determining whether or not to consent to a proposed Assignment: (a) no Event of Default shall have occurred and remain uncured under this Lease; (b) Tenant shall have complied with all provisions of this Article 12; (c) the use of the Premises by the proposed assignee shall comply with the provisions of this Lease; (d) the proposed assignee shall be experienced in the ownership, management and operation of properties reasonably comparable to the Premises; (e) the proposed assignee shall be capable financially of performing Tenant's obligations under this Lease and all other obligations relating to the Premises; (f) the proposed Assignee shall operate in a form of entity that is acceptable to Landlord in Landlord's reasonable business judgment; (g) no civil or administrative judgments involving fraud or dishonesty, or criminal felony convictions of any kind, shall have been entered against the proposed assignee or its key people; (h) neither the proposed assignee nor its affiliates shall be a current or past litigant in any suit brought against or by Landlord; and (i) neither the proposed assignee nor its affiliates shall be or employ an individual or individuals named in any state or federal list of individuals who commit or threaten terrorism.

**12.1.2** Any attempt to Assign Tenant's Interest without Landlord's consent shall be voidable by Landlord, and at Landlord's election, shall constitute an Event of Default.

**12.1.3** Tenant shall provide Landlord with thirty (30) Business Days' prior written notice of any proposed Assignment requiring Landlord's consent as set forth above. Tenant shall accompany such notice with reasonable and adequate information and documentation regarding the proposed assignee's (a) financial strength (including, without limitation, current financial statements), (b) reputation and experience in operating and maintaining properties reasonably comparable to the Premises, and (c) such additional information as is reasonably requested by Landlord in order for Landlord to properly consider consenting to such proposed Assignment pursuant to Section 12.1.1 above. If Landlord fails to

respond to Tenant's request within such thirty (30) Business Day period, the proposed Assignment shall be deemed approved by Landlord.

**12.1.4** Any Assignment of Tenant's Interest, other than to a Permitted Assignee of Tenant, shall be subject to Landlord's right of first offer as set forth in Section 12.2 below.

**12.1.5** Any Assignment permitted under this Lease shall be evidenced by an assignment and assumption agreement in such form as is reasonably acceptable to Landlord, pursuant to which the assignee shall assume and promise to perform all of the terms, covenants and conditions of this Lease which are obligations of Tenant. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's reasonable costs, including attorneys' fees, incurred in connection with each request by Tenant for consent to an Assignment of this Lease.

**12.1.6** In no event shall Tenant be permitted to Assign this Lease to a group of Persons that will hold Tenant's Interest as tenants in common. In addition, Tenant shall not Assign this Lease to a Prohibited Person, and any proposed Assignee shall make the representation and warranty set forth in Section 19.16.4 below for the benefit of Landlord in the assignment and assumption agreement.

## **12.2 Right of First Offer.**

**12.2.1** If Tenant wishes to assign all of Tenant's Interest to any Person other than a Permitted Assignee, Tenant will first offer Tenant's Interest to Landlord pursuant to a written offer (the "**Offer**") setting forth the material terms and conditions on which Tenant is willing to sell Tenant's Interest. Landlord acknowledges and agrees that this Section 12.2 shall not be applicable with respect to assignments to Permitted Assignees.

**12.2.2** Landlord shall have until thirty (30) days from the date of its receipt of the Offer to elect to acquire Tenant's Interest upon the same price, terms and conditions as those set forth in the Offer. If Landlord does not exercise its right to acquire Tenant's Interest by notifying Tenant in writing of its unconditional election to do so within said thirty (30) day period, then Tenant may, for a period of six (6) months following the earlier of the date of Landlord's notice or the expiration of said thirty (30) day period sell (or enter into an agreement to sell) Tenant's Interest on terms and conditions that are not "materially more favorable" than those set forth in the Offer, but not otherwise. If Landlord's acceptance contains a condition, which Tenant reasonably determines to be material, Landlord shall be deemed to have elected not to exercise its right.

**12.2.3** For purposes of this Section 12.2, the terms and conditions on which Tenant's Interest is sold to another purchaser shall be deemed "materially more favorable" than those set forth in the Offer, if (a) the total price is less than 95% of the purchase price set forth in the Offer, (b) less than 95% of the price is paid in cash at the time of the transfer or assignment than that set forth in the Offer, or (c) the portion of the price not paid in cash at the time of the transfer or assignment is payable over not less than 110% of the period of time set forth in the Offer, at an interest rate that is less than 90% of the interest rate set forth in the Offer, or with periodic payments that are less than 90% of the amount of the periodic payments set forth in the Offer.

**12.2.4** If Tenant elects to assign all of Tenant's Interest (other than to a Permitted Assignee) on terms that are materially more favorable to another purchaser, then Tenant shall offer the assignment to Landlord, and Landlord shall have five (5) Business Days to unconditionally accept the new Offer on such revised terms by delivering written notice of such acceptance to Tenant. If Landlord fails to timely deliver such acceptance, Landlord shall be deemed to have waived its right of first offer and Tenant shall be free for a period of six months, following the earlier of the date of Landlord's notice or the expiration of the five (5) Business Day period, to sell or assign (or enter into an agreement to sell or assign) Tenant's Interest on terms that are not materially more favorable than those set forth in the revised Offer.

**12.2.5** Nothing in this Section 12.2 shall serve to circumvent Landlord's consent rights, if any, under Section 12.1.

**12.2.6** Landlord's rights under this Section 12.2 shall be of no further force or effect upon Landlord's transfer of the Premises to any Person that is not an Affiliate.

**12.3 Release of Tenant Upon Assignment.** The liability of a Person who becomes "Tenant" hereunder will cease upon an assignment or transfer (but not a sublease) of this Lease that is approved by Landlord pursuant to Section 12.1 above (which assignment or transfer shall contain an express assumption by any transferee of all Lease obligations).

**12.4 Building Tenant Leases.** Notwithstanding any provisions to the contrary set forth in this Section 12, Tenant shall be allowed without the prior written consent of Landlord to enter into any and all Building Tenant Leases.

## **ARTICLE 13 LIENS AND ENCUMBRANCES**

**13.1 Covenant Against Encumbrances.** Except as provided in Article 14, Tenant shall not, and shall have no right to, encumber Landlord's interest in the Premises, and Tenant covenants to keep the Premises and each and every part thereof at all times free and clear of any and all liens and encumbrances of any kind whatsoever arising out of Tenant's acts or omissions or those acts or omissions of its agents and Residential Tenants, including, without limitation, those liens and encumbrances created by Tenant's acts or omissions, and those created by the performance of any work of improvement, alteration, maintenance, replacement or repair, or labor or furnishing of any material, supplies or equipment in connection therewith. Should Tenant fail to discharge or cause to be discharged any claim of lien within thirty (30) days after service on Tenant, then, on written notice from Landlord, Landlord may pay, adjust, compromise and discharge any such lien or claim of lien on such terms and manner as Landlord may deem appropriate. In such event, Tenant shall immediately reimburse Landlord for the full amount paid by Landlord in connection with such lien or claim of lien, including any attorneys' fees or costs, or other costs expended by Landlord, together with interest at the rate provided in Section 4.6 from the date of payment by Landlord to date of repayment by Tenant.

**13.2 Non-Subordination.** Landlord's reversionary interest in the Premises and Landlord's interest in this Lease shall be superior and prior in interest to any loans, mortgages, deeds of trust, other leases, liens and encumbrances that may hereafter be placed on the Premises, or any part

thereof, by, against or as a result of the acts of Tenant or anyone deriving any interest in the Premises, or any part thereof or interest therein, through Tenant. Any loan, mortgage, deed of trust, lease, lien or encumbrance placed by Tenant on the Premises or the Improvements, or any part thereof or interest therein, shall not adversely affect Landlord's interests under this Lease or Landlord's interests in the Premises. Tenant agrees, without any cost or expense to Landlord, to execute any instrument which is necessary or is reasonably requested by Landlord to further confirm the non-subordination of Landlord's reversionary interest in the Premises and Landlord's interest in this Lease.

**13.3 Mechanics' and Similar Liens.** Ten (10) days prior to the commencement of any "work of improvement" (as defined in California Civil Code Section 8050) on the Premises, Tenant shall provide Landlord with written notice of the intention to commence such "work of improvement" and Landlord shall have the right to enter the Premises in order to post a notice of non-responsibility in accordance with California Civil Code Section 8444. Tenant shall pay or cause to be paid the total cost and expense of the entire "work of improvement" on the Premises. No such payment shall be construed as Rent under this Lease. Tenant shall not permit any mechanics', material suppliers', contractors', subcontractors' or other lien, arising out of Tenant's use or occupancy of the Premises, or any part thereof, to stand against the Premises, or any part thereof. If any such lien shall be filed against the Premises, or any part thereof, Tenant shall cause the same to be discharged within thirty (30) days after actual notice of such filing, by payment, deposit or bond. Notwithstanding the prior sentence, if Tenant seeks to extend the pendency of such lien in order to negotiate with the holder thereof, then Tenant is authorized to conduct such negotiations for a period not to exceed one hundred twenty (120) days from the date of the filing of such lien, if Tenant shall have given Landlord prior written notice of its intention to negotiate. Within the thirty (30) day period referred to above, and provided that Tenant shall furnish the release bond required by California Civil Code Section 8424, or any comparable statute hereafter enacted providing a bond freeing the Premises and every part thereof, or take such other action as shall be reasonably acceptable to Landlord to protect the Premises from the effect of such lien. The satisfaction and discharge of any such lien shall not, in any case, be delayed to the date execution is had upon any judgment, rendered thereon, and such delay shall be an Event of Default hereunder. Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold the Landlord Indemnified Parties harmless against any and all Claims resulting from any lien recorded against the Premises or any portion thereof, including any contest by Tenant of such lien.

## **ARTICLE 14 HYPOTHECATION**

**14.1 Lease as Security.** This Lease shall be a prior lien against the Premises with respect to any loans, mortgages, deeds of trust, other leases, liens and encumbrances that may hereafter be permitted to be placed on the Premises under the terms of this Lease.

**14.2 Financing.** Tenant may seek to obtain a loan to finance the construction of the Updated Improvements and to refinance the Improvements from time to time during the Term. For such purpose only, Tenant shall have the right, without obtaining Landlord's consent, to assign all or part of Tenant's interest under this Lease, as security to any Institutional Lender (a "**Leasehold Mortgagee**") which has advanced such funds to Tenant pursuant to a promissory note (the



"Note") and a trust deed or mortgage (collectively, the "**Trust Deed**"). In the event Tenant assigns all or any portion of Tenant's Interest to secure a loan permitted under this Section 14.2:

**14.2.1** Landlord shall not be required to sign any Trust Deed or the Note, or otherwise become obligated thereunder;

**14.2.2** No such lien, charge or encumbrance shall constitute a lien or encumbrance upon Landlord's fee title in the Premises or its reversionary interest in the Improvements;

**14.2.3** Any interest in the Premises which the Trust Deed establishes in a trustee, and any lien which it creates, shall expire on or before the date of expiration of this Lease;

**14.2.4** The Trust Deed shall impose no financial obligations on Landlord, contingent or otherwise;

**14.2.5** The Trust Deed shall neither subordinate nor affect Landlord's right to convey, mortgage, encumber or otherwise hypothecate in any way Landlord's fee in the Premises or reversionary interest in the Improvements. Upon written request, Landlord will obtain a non-disturbance agreement in favor Tenant with respect to this Lease from any lender to Landlord whose loan is secured by all or any portion of the Premises. Such non-disturbance agreement shall expressly provide that Landlord's lender will not terminate this Lease, or otherwise join Tenant as a party defendant, in connection with such lender's exercise of remedies under its loan.

**14.2.6** Except as otherwise provided herein, or in any agreement between Landlord and any Leasehold Mortgagee, no Leasehold Mortgagee or anyone claiming by, through or under such Leasehold Mortgagee shall, by virtue of such claim, acquire any greater rights than Tenant then had under this Lease;

**14.2.7** The Trust Deed shall be subject to all conditions, covenants and restrictions of this Lease and to all rights of Landlord hereunder;

**14.2.8** Landlord will accept performance under this Lease by any Leasehold Mortgagee as though the same had been performed by Tenant;

**14.2.9** The time given to a Leasehold Mortgagee pursuant to this Lease to initiate foreclosure proceedings, to proceed with foreclosure proceedings, or to obtain possession of the Premises shall be deemed extended by the number of days of delay occasioned by judicial order or operation of law against any such action;

**14.2.10** If two or more Leasehold Mortgagees exercise their rights under this Lease to perform the obligations of Tenant, the Leasehold Mortgagee who would be senior in priority if there were a foreclosure shall prevail;

**14.2.11** This Lease shall not be materially modified amended or surrendered (except upon termination pursuant to this Lease) without the prior written consent of each Leasehold Mortgagee;

**14.2.12** Tenant shall give Landlord written notice of any Trust Deed prior to the execution and/or recording of same by Tenant, and shall accompany such notice with a true copy of such Trust Deed and the Note secured thereby; and

**14.2.13** Subject to the terms of Section 9.2.2, all insurance proceeds arising from damage or destruction of the Improvements shall be available for restoration thereof to the extent Tenant is obligated under the terms of this Lease to restore the Improvements following such damage or destruction.

**14.3 Assignment by Leasehold Mortgagee.** Section 12.2 of this Lease shall not apply and the written consent of Landlord shall not be required for any assignment of this Lease (a) to a Leasehold Mortgagee, an Affiliate thereof, or any other Person who purchased the leasehold estate hereunder at any judicial or non-judicial foreclosure sale held pursuant to the terms of a Trust Deed, (b) to a Leasehold Mortgagee or an Affiliate thereof who acquired the leasehold estate hereunder through a deed or assignment in lieu of foreclosure or (c) to any Person who purchased the leasehold estate hereunder from Leasehold Mortgagee or its Affiliate; provided that in any such event such other Person promptly gives notice to Landlord in writing of any such assignment or transfer, setting forth the name and address of the transferee, the effective date of such assignment, and the express agreement of the transferee assuming and agreeing to perform all of the obligations under this Lease required of Tenant to be performed thereafter, except those covenants which, by their terms, cannot be performed by any Person other than the original Tenant, together with a copy of the document by which such assignment was made. In the event a Leasehold Mortgagee, or an Affiliate thereof, acquires the leasehold estate hereunder through foreclosure or deed or assignment in lieu of foreclosure, the liability of such Leasehold Mortgagee, or such Affiliate thereof, under this Lease will cease upon a subsequent assignment or transfer of this Lease (which assignment or transfer shall contain an express assumption by any transferee of all future Lease obligations).

**14.4 Notice of Leasehold Mortgagee.** Concurrently with the execution of any Trust Deed, Tenant shall furnish to Landlord the name and address of each Leasehold Mortgagee secured thereby. Landlord shall thereafter mail each such Leasehold Mortgagee a duplicate copy of any and all notices of default which Landlord may from time to time give or serve upon Tenant under the terms of this Lease.

**14.5 Request for Notice of Defaults.** Upon the recording of a Trust Deed, Tenant shall, at Tenant's expense, cause to be recorded in the Official Records, a written request, executed and acknowledged by Landlord, for a copy of all notices of default and all notices of sale under such Trust Deed, as provided by the laws of the State of California. Tenant shall include in the body of the recorded Trust Deed itself a request for notice having the effect described above.

**14.6 Notice of Defaults to Leasehold Mortgagee.** If Landlord has received notice from Tenant of the current names and addresses of one or more Leasehold Mortgagees secured by a Trust Deed in the manner specified in this Lease, Landlord shall not take any action to terminate this Lease by reason of any default or breach hereunder by Tenant if any such Leasehold Mortgagee under such Trust Deed, within the time periods set forth below, after service of written notice to such Leasehold Mortgagee by Landlord of Landlord's intention to terminate this Lease for such default or breach:

**14.6.1** Shall cure, within thirty (30) days of receipt of such notice such default or breach, if the same can be cured by the payment or expenditure of money required to be paid under the terms of this Lease; or

**14.6.2** Shall, subject to Section 14.6.3, cure, within sixty (60) days of receipt of such notice such default or breach, if the same cannot be cured by the payment of money; and

**14.6.3** In the case of a default or breach which cannot be cured unless and until the Leasehold Mortgagee has obtained possession, shall take possession of the Premises within one hundred eighty (180) days of receipt of such notice and thereafter diligently proceeds to cure such default or breach within sixty (60) days thereafter; and

**14.6.4** If such default or breach is not curable under the foregoing subparagraphs 14.6.1 through 14.6.3, the Leasehold Mortgagee shall within thirty (30) days of receipt of such notice institute and thereafter diligently prosecute judicial or non-judicial foreclosure proceedings or otherwise acquire Tenant's interest hereunder with due diligence, and keep and perform all of the covenants and conditions of this Lease reasonably capable of being performed by Leasehold Mortgagee during such period, including those requiring the payment or expenditure of money by Tenant, until such time as Tenant's leasehold shall be sold by foreclosure pursuant to the Trust Deed or shall be released or reconveyed thereunder. For avoidance of doubt, any default which is not susceptible to cure by Leasehold Mortgagee shall be deemed waived at such time as Leasehold Mortgagee or its nominee or any other Person succeeds to the interest of Tenant under this Lease through foreclosure of the Trust Deed or acceptance of a deed in lieu thereof.

**14.6.5** In the event that any Leasehold Mortgagee fails or refuses to comply with the conditions of this Section 14.6 in any material respect, then and thereupon, Landlord shall be released from the covenant of forbearance herein contained with respect to such Leasehold Mortgagee.

**14.7 New Lease for Leasehold Mortgagee.** If this Lease shall terminate prior to the expiration of the Term for any reason, including, without limitation, as a result of rejection of this Lease by a bankruptcy trustee, then, for a period of sixty (60) days measured from the date of notice to such Leasehold Mortgagee of the termination of this Lease, such Leasehold Mortgagee shall have the right to elect to receive from Landlord a new lease of the Premises, but the term of the new lease shall not extend beyond the Term. During such sixty (60) day period, in no event will the fee and leasehold interests in the Premises held by Landlord merge. The Leasehold Mortgagee's right to elect to receive said new lease shall be upon the following terms and conditions:

**14.7.1** The new lease shall have, as the fixed date for the date of expiration thereof, the same date as the fixed date for the expiration of the Term and shall otherwise be on the terms and conditions set forth in this Lease. Such new lease shall be subject to all existing rights of Residential Tenants, and all of the terms, covenants, conditions, restrictions and provisions of this Lease.

**14.7.2** At the time of the execution of the new lease, Landlord shall be paid all sums, if any, owing to Landlord under this Lease at the time of termination of this Lease, as well as all sums, if any, which would have become payable by Tenant to Landlord to the date of execution of the new lease, had this Lease not terminated, and which remain unpaid at the time of the execution of the new lease; provided, however, that such Leasehold Mortgagee shall have a credit for (i) all such sums paid to Landlord on account of the Premises after such termination and before the effectiveness of the new lease, and (ii) rents collected by Landlord under the Building Tenant Leases.

**14.7.3** The Leasehold Mortgagee shall have cured all defaults arising under this Lease and reasonably susceptible of cure by the Leasehold Mortgagee.

**14.7.4** The new lease may, at the option of Leasehold Mortgagee, be executed by a nominee of such Leasehold Mortgagee.

**14.7.5** During the sixty (60) day period during which Leasehold Mortgagee is entitled to require Landlord to enter into a new lease with Leasehold Mortgagee, or its nominee, Landlord will not (a) amend, modify or terminate any Building Tenant Leases, unless commercially reasonable to do so in the ordinary course of operating the Premises and the Improvements, (b) make any alterations to the Improvements, unless commercially reasonable to do so in the ordinary course of operating the Premises and the Improvements, or (c) dispose of or encumber any real or personal property that is required to be transferred to Leasehold Mortgagee or its nominee in connection with the execution of a new lease.

**14.7.6** Concurrently with the execution by Landlord and Leasehold Mortgagee or its nominee of a new lease, Landlord shall transfer to Leasehold Mortgagee or its nominee any interest that Landlord has in (a) any personal property used in connection with the Premises and (b) all Building Tenant Leases.

**14.8 Liability for Acts and Omissions of Tenant.** In the event that Leasehold Mortgagee, an Affiliate of Leasehold Mortgagee or any other Person succeeds to the interest of Tenant hereunder through foreclosure of the Trust Deed or acceptance of a deed in lieu thereof, then such successor shall not be liable for the acts or omissions of any prior tenant, including Tenant.

## **ARTICLE 15 DEFAULT**

**15.1 Waiver.** A waiver by Landlord or Tenant of any term, condition, or covenant of this Lease shall not constitute a subsequent waiver of the same or any other term, condition or covenant of this Lease, nor of the strict and prompt performance thereof by Tenant or Landlord, as applicable. Landlord's delay, failure or omission to reenter the Premises, or to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Landlord has, nor be construed as Landlord's waiver or relinquishment of any such right, power, privilege or option, or its acquiescence to a default. Tenant's delay, failure or omission to exercise any right, power, privilege, option or remedy arising from any default, shall not impair such right, power, privilege, option or remedy which Tenant has, nor be construed as Tenant's waiver or relinquishment of any such right, power,

privilege or option, or its acquiescence to a default. Neither Landlord nor Tenant shall be required to give notice in order to restore or revive either (a) time as of the essence hereof, nor (b) any other covenant or condition, after Landlord or Tenant, as applicable, has waived a default in one or more instances. No right, power, privilege, option, or remedy of Landlord or Tenant shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. Each and all of the rights, powers, privileges, options or remedies given Landlord and Tenant, respectively, by this Lease are cumulative as to each of Landlord and Tenant and no one of such rights, powers, privileges, options or remedies is exclusive of the other or exclusive of any remedies provided by law, and the exercise of one right, power, privilege, option or remedy by Landlord or Tenant shall not impair Landlord or Tenant's right to any other.

**15.2 Default by Tenant.** The occurrence of any of the following shall, at Landlord's election, constitute an Event of Default under this Lease:

**15.2.1** All or any portion of the Premises or the Improvements is deemed to have been abandoned pursuant to California Civil Code Section 1951.3 following delivery of notice by Landlord to Tenant pursuant to California Civil Code Section 1951.3.

**15.2.2** Tenant's failure to pay to Landlord any amount due and payable hereunder after ten (10) days of the original due date, which failure continues for a period of ten (10) days after written notice thereof by Landlord to Tenant.

**15.2.3** A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when such failure continues for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such 30-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same while continuing to pay rent and complying with all other obligations under this Lease.

**15.2.4** Tenant is deemed to be in Chronic Default hereunder. For purposes of this Lease, Tenant shall be deemed to be in "**Chronic Default**" if Tenant shall fail to pay any Rent or shall fail to perform or observe any other provision of this Lease, on three (3) or more occasions during any thirty-six (36) month period, even though such defaults may have been timely cured. Tenant shall not be in Chronic Default unless Landlord has notified Tenant in writing that Landlord intends to deem all future defaults (whether or not cured) as applicable to the determination of Chronic Default status. If Tenant is in Chronic Default, Landlord may immediately exercise any or all remedies available under this Lease or otherwise at law or in equity, all without giving Tenant any notice or an opportunity to cure the last default causing Tenant's Chronic Default, notwithstanding any notice and cure provision to the contrary.

**15.2.5** The making by Tenant of any general assignment for the benefit of creditors, or the filing of a petition to have Tenant adjudicated a bankrupt, or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; or the appointment of a trustee or receiver to take possession of substantially all of Tenant's interest in this Lease, when possession is not restored to Tenant within ninety (90) days; or the attachment,

execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, when such seizure is not discharged within ninety (90) days.

**15.2.6** The occurrence of those events set forth as an "Event of Default" in Sections 12.1 and 13.3.

**15.3 Remedies by Landlord.** Subject to the provisions of this Lease regarding rights of a Leasehold Mortgagee, if any default by Tenant shall continue uncured, following notice of default where required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Landlord may resort, cumulatively or in the alternative to the following remedies as well as to any one or more other remedies provided by law or equity.

**15.4 Non-monetary Remedies.**

**15.4.1 Termination.** Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all of Tenant's rights in the Premises, and every part thereof, shall terminate. Landlord shall not be deemed to have terminated this Lease unless Landlord shall have so declared in writing to Tenant, nor shall Landlord be deemed to have accepted or consented to an abandonment by Tenant by performing acts intended to maintain or preserve the Premises or the Improvements, making efforts to relet the Premises or appointing a receiver to protect Landlord's interest under this Lease. Immediately after notice of termination, Tenant shall surrender and vacate the Premises and all Improvements in a broom-clean condition considering ordinary wear and tear, and Landlord may reenter and take possession of the Premises and all Improvements and eject all parties in possession or eject some and not others or eject none. In the event of any termination of this Lease, Tenant's right, title and interest in development documents related to the Improvements shall automatically and without additional compensation to Tenant become the property and vest in Landlord. Upon any termination of this Lease pursuant to this Section 15.4.1, Tenant shall execute such documents as Landlord may request to memorialize the termination and to release Landlord and the Premises from the terms and conditions of this Lease.

**15.4.2 Reentry Without Termination.** Landlord may at Landlord's election reenter the Premises, and, without terminating this Lease, at any time and from time to time relet the Premises and Improvements, or any part or parts of them, for the account of Tenant or otherwise. Landlord may, at Landlord's election, eject all persons or eject some and not others or eject none. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision in Landlord's name and shall be entitled to all rents from the use, operation, or occupancy of the Premises or the Improvements or both. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.

**15.4.3 Tenant's Personal Property.** Landlord may, at Landlord's election, use Tenant's personal property and fixtures or any of such property and fixtures without compensation and without liability for use or damage, or Landlord may store them for the account and at the cost of Tenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

## **15.5 Monetary Remedies for Tenant's Default.**

**15.5.1 Termination.** Termination under Section 15.4.1 shall not relieve Tenant from the payment of any sum then due to Landlord.

**15.5.2 Re-entry Without Termination.** Landlord's re-entry without termination under Section 15.4.2 shall not relieve Tenant from payment to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, plus Landlord's reasonable expenses, less the proceeds of any reletting or assignment.

**15.5.3 Recovery of Damages.** In addition to any other remedies Landlord may have, it may recover from Tenant as damages, the following: (a) the worth at the time of award of any unpaid rental which had been earned at the time of the termination, plus (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided, plus (c) the worth at the time of award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided, plus (d) any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees therefor, (ii) maintaining or preserving the Premises after any default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises, (iv) leasing commissions, or (v) any other costs necessary or appropriate to relet the Premises, plus (e) at Landlord's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California.

As used in subparagraphs (a) and (b) above, the "worth at the time of award" is computed by allowing interest at the maximum lawful rate. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco plus one percent (1%).

**15.5.4 Continuation of Lease.** Tenant acknowledges that Landlord has the remedy described in California Civil Code Section 1951.4 ("lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations"). In the event Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to re-let the Premises or the appointment of a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession

**15.6 Strict Performance.** Each Party hereto may require strict performance of all covenants and obligations herein as the same shall accrue or become due, including, but not limited to, the

right to recover rent and charges equivalent to rent without terminating this Lease and have the right of action therefore without awaiting the end of the Term.

**15.7 Landlord May Obtain Possession.** Nothing contained herein shall affect, change or waive any rights of Landlord to obtain equitable relief when such relief is otherwise appropriate, or to obtain the relief provided by California Code of Civil Procedure Section 1159, *et seq.* (or any successor statute) relating to actions for unlawful detainer, forcible entry and forcible detainer. If Landlord obtains possession of the Premises under a judgment pursuant to Section 1174 of the California Code of Civil Procedure (or any successor statute), or if a court of competent jurisdiction declares this Lease to be terminated because of a breach of this Lease, then Landlord may repossess and enjoy the Premises, together with all additions alterations and improvements thereto, including the Improvements thereon. Any lawful reentry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of any such lawful reentry.

**15.8 No Waiver.** Landlord's election to perform any obligation of Tenant on Tenant's failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant's default, and Tenant shall promptly reimburse, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify and hold harmless the Landlord Indemnified Parties against any and all Claims arising therefrom.

**15.9 Remedies of Tenant.** Tenant shall have, subject to Landlord's right to a Judicial Reference Proceeding under Article 17, such remedies as are provided by law with respect to a breach or alleged default by Landlord.

**15.10 Failure of Tenant to Perform Required Acts.** Subject to Tenant's right to contest as provided elsewhere in this Lease, if Tenant fails, refuses, or neglects during the Term to do any of the things required to be done by Tenant, Landlord shall have the right, but not the obligation, to do the same, but at the cost of and for the account of Tenant. Unless Landlord reasonably believes that its interests may be adversely affected by such delay, Landlord shall in no case take such action sooner than thirty (30) days after giving Tenant written notice of such failure, refusal or neglect. Tenant shall pay to Landlord on demand any sum expended by Landlord under this Section 15.10 together with interest thereon at the rate provided in Section 4.6. Nothing contained in this Section 15.10 shall impair the rights or Landlord with regard to defaults or remedies under the remaining portion of this Article 15.

## ARTICLE 16 SURRENDER

**16.1 Surrender of Premises.** No act or thing done by Landlord or any of Landlord's agents during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any of Landlord's agents shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by



Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate either as an assignment to Landlord of all Building Tenant Leases, or as a termination of any or all such Building Tenant Leases.

**16.2 Obligations of Tenant.** Tenant covenants and agrees to perform the following in connection with its surrender of the Premises upon the expiration or earlier termination of this Lease:

**16.2.1 Delivery or Demolition of Improvements.** Tenant shall peaceably deliver up to Landlord possession of the Premises and shall deliver the Improvements to Landlord at no cost or expense to Landlord and in compliance with all applicable Laws and in good order and condition, reasonable wear and tear excepted; provided, however, that based on Landlord's review of the documentation to be provided by Tenant pursuant to Section 16.2.3 below, Landlord may elect to have Tenant, at Tenant's sole cost and expense, raze and remove some or all of the Improvements from the Premises by delivering written notice of such election to Tenant on or before the date that is thirty (30) days following the date Landlord receives all documentation and evidence required to be delivered to Landlord pursuant to the terms of Section 16.2.3 below. In the event that Tenant shall fail to perform such removal or restoration in accordance with the requirements of this Section, then (i) Tenant shall be deemed to be holding over in the Premises until such time as such removal and/or restoration is complete, and the terms and conditions of Section 2.5 above shall apply to such holdover period, and (ii) Landlord may, after ten (10) days' prior written notice, complete such removal and/or restoration. In the event that Landlord elects to complete such removal and/or restoration, then within ten (10) days after receipt of written demand therefor, Tenant shall reimburse Landlord for one hundred ten percent (110%) of Landlord's actual costs and expenses incurred by Landlord.

**16.2.2 Title Report.** The Premises shall be delivered to Landlord free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender. Tenant shall, at least sixty (60) but not more than ninety (90) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination) provide Landlord with a preliminary title report, dated not more than thirty (30) days prior to date of submission and prepared by a title company acceptable to Landlord, evidencing that the Premises is free and clear of all claims, liens, charges, and encumbrances made or suffered by Tenant, except such liens, charges and encumbrances Landlord shall have approved in writing prior to surrender.

**16.2.3 Surrender Documentation.** In connection with its surrender of the Premises, Tenant shall:

(a) submit to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an environmental assessment of the Premises (the "**Environmental Assessment**") by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract approved by Landlord and providing that Landlord can rely on such

Environmental Assessment), which: (i) evidences that the Premises are in a clean and safe condition and free and clear of any Hazardous Substances; and (ii) includes a review of the Premises by an environmental consultant for mold, fungus, spores, and other moisture conditions and on-site chemical use. If such Environmental Assessment reveals that remediation is required under any Hazardous Substance Laws, Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation, as more particularly provided in Section 5.5.2 above;

(b) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with a current rent roll containing the contact information for all Residential Tenants and other occupants;

(c) furnish a reasonably detailed certificate to Landlord, certified by an officer or other authorized representative of Tenant acceptable to Landlord, which certificate shall (i) describe any pending or threatened litigation, special assessments, tax liens, permit violations, current uncured violations of any Laws, and current uncured safety and health hazards (excluding matters covered by the Environmental Assessment); and (ii) represent that to Tenant's best knowledge the certificate does not omit any matter within the foregoing categories;

(d) furnish evidence to Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), that all utilities, assessments and charges of whatever nature payable by Tenant under this Lease have been paid through the date of submission and will be paid by Tenant through the date of surrender;

(e) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), with copies of all maintenance and service contracts and all warranties affecting the Premises, together with evidence that the same have been terminated as of the expiration or earlier termination of the Term, unless otherwise agreed by Landlord in writing; and

(f) provide Landlord, at Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination) with all keys, security codes, safe combinations and similar devices in Tenant's possession.

**16.2.4 Additional Requirements.** In addition to the foregoing, if Landlord elects not to require the razing and removal of the Improvements from the Premises, then Tenant shall:

(a) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with any

"as built" drawings of all Improvements (if not previously delivered pursuant to Section 3.2.10), and existing engineering and survey reports in Tenant's possession;

(b) permit Landlord to inspect the Premises and Improvements;

(c) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with the most recent year's operating statement available for the Premises; and

(d) provide Landlord, at least one hundred twenty (120) but not more than one hundred fifty (150) days prior to the Lease Expiration Date (or in the event of an early termination of this Lease, as soon as reasonably possible following such termination), with copies of all warranties, guaranties, operating manuals and similar documentation relating to any of the Improvements in Tenant's possession.

**16.3 Failure to Comply.** To the extent that, upon the Lease Expiration Date or earlier termination of this Lease, Tenant shall have failed to fully comply with the terms of this Article 16 or any other surrender requirements elsewhere set forth in this Lease (collectively, the "**Surrender Requirements**"), Tenant shall be deemed to have remained in possession of the Premises under this Article 16 until the Surrender Requirements are satisfied, or, at Landlord's option, Landlord may take such actions as may be required to satisfy the Surrender Requirements, in which event Tenant shall be remain responsible for Holdover Base Rent during either Tenant's or Landlord's completion of all Surrender Requirements. In the event the Surrender Requirements are performed by Landlord, Tenant shall reimburse Landlord within ten (10) days after receipt of written demand therefor for one hundred ten percent (110%) of all costs and expenses incurred by Landlord in connection with the performance of such Surrender Requirements. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies available to Landlord under this Lease or under applicable Laws. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other obligations to Landlord accruing therefrom, Tenant shall protect, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties), indemnify, and hold the Landlord Indemnified Parties harmless from any and all Liabilities resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

**16.4 Documentation of any Surrender and Termination.** Upon the Lease Expiration Date or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within ten (10) days after written demand from Landlord to Tenant, any quitclaim deed, termination agreement, cancellation and surrender agreement, affidavit, or other document required by any reputable title company to remove any cloud or encumbrance on the Premises and/or the Premises created by this Lease and/or resulting from the recordation of the Memorandum. Tenant irrevocably appoints Landlord as attorney-in-fact of Tenant, with full powers, at Tenant's cost and expense, to perform the obligations of Tenant under this Section 16.4 upon the expiration of the ten (10) day period referenced above. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

**16.5 Assignment of Lease.** Notwithstanding and in addition to the foregoing provisions of this Article 16, upon written request from Landlord, Tenant shall assign this Lease to a third party designated by Landlord, and shall in connection with such assignment execute any amendment and/or restatement of this Lease that Landlord reasonably requests; provided that in connection with any such assignment Tenant shall be released from all future liability under this Lease as of the date of the assignment.

**16.6 Surrender of Fixtures.** Tenant's obligations under this Article 16 shall include the obligation to deliver lien-free possession and title to all fixtures attached to the Improvements, as provided in Section 2.6.2 above.

## **ARTICLE 17 JUDICIAL REFERENCE; CHOICE OF FORUM**

**17.1 Judicial Reference.** Except as set forth in Section 17.2 below and except to the extent another dispute resolution procedure is set forth in this Lease (for example, valuation determinations to be made by appraisers), Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) pursuant to a judicial reference proceeding ("**Judicial Reference Proceeding**") on the terms set forth on Exhibit C attached hereto.

**17.2 Legal Proceedings; Choice of Forum.** The provisions of Section 17.1 shall in no way limit the following before, after, or during the pendency of any Judicial Reference Proceeding: (a) the right of Landlord to obtain a judgment for unlawful detainer, ejectment or the like from a court of competent jurisdiction; or (b) the right of any Party to exercise self-help remedies; or (c) the right of any Party to obtain equitable, provisional or ancillary remedies (such as, but not limited to, temporary restraining orders or preliminary or permanent injunctions) from a court of competent jurisdiction. The exercise of any such remedy shall not waive the right of any party to resort to a Judicial Reference Proceeding. The Parties each acknowledge and agree that to the extent any legal proceeding other than a Judicial Reference Proceeding is permitted by this Section 17.2, the Superior Court of the State of California in and for the County, shall have exclusive jurisdiction over such legal proceeding.

## **ARTICLE 18 MUTUAL INDEMNITIES**

**18.1 Tenant's Indemnity.** Tenant shall indemnify, defend (with counsel reasonably acceptable to the Landlord Indemnified Parties) and hold harmless the Landlord Indemnified Parties and the Premises from and against any and all Claims to the extent arising out of (a) the preparation and processing of the Improvement Plans with the City, or any other Governmental Authority, including without limitation any challenge to the Improvement Plans pursuant to CEQA or other applicable Laws; (b) any violation of Laws or the Construction Requirements applicable to the design or construction of the Improvements by Tenant, any Design Professional or any Contractor, or any of their respective members, partners, officers, directors, agents, employees or invitees; (c) any violation of Laws applicable to the use and occupancy of the Premises, whether by Tenant, any Building Tenant, or any of their respective members, partners,

officers, directors, agents, employees, invitees or licensees; (d) any breach or default by Tenant of any covenant or other obligation to be performed by Tenant pursuant to this Lease; (e) any accident, injury or damage whatsoever occurring on the Premises; or (f) any negligence or willful misconduct on or about the Premises by Tenant, any tenant, or any of their respective members, partners, officers, directors, agents, employees, invitees or licensees its officers, agents, employees and invitees.

**18.2 Landlord's Indemnity.** Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless Tenant from and against any and all Claims to the extent arising out (a) any breach or default by Landlord of any covenant or other obligation to be performed by Landlord pursuant to this Lease; or (b) the gross negligence or willful misconduct on or about the Premises by Landlord or any of the Landlord Indemnified Parties.

## **ARTICLE 19 MISCELLANEOUS**

**19.1 Notices.** All notices or other communications between Landlord or Tenant required or permitted hereunder shall be in writing and personally delivered or sent by certified mail, return receipt requested and postage prepaid, sent by reputable overnight courier (such as Federal Express, UPS or DHL), or transmitted by electronic mail to the following addresses:

If to Landlord:                    South Orange County Community College District  
   28000 Marguerite Parkway  
   Mission Viejo, California 92692  
   Attention: Dr. Debra Fitzsimons, Vice Chancellor of  
   Business Services  
   Email: [dfitzsimons@socccd.edu](mailto:dfitzsimons@socccd.edu)

with a copy to:                    Jackson Tidus  
   2030 Main Street, Suite 1200  
   Irvine, California 92614  
   Attention: Andrew P. Bernstein, Esq.  
   Email: [abernstein@jacksontidus.law](mailto:abernstein@jacksontidus.law)

If to Tenant: FPA4 Promenade, LLC  
Attn: Michael B. Earl  
2082 Michelson Dr., 4<sup>th</sup> Fl.  
Irvine CA 92612  
Email: [mearl@trinity-pm.com](mailto:mearl@trinity-pm.com)

with a copy to: Nancy Dubonnet, Esq.  
2082 Michelson Dr., Suite 450  
Irvine CA 92612  
Email: [nancy@dubonnetlaw.com](mailto:nancy@dubonnetlaw.com)

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. local time or otherwise on the day following personal delivery; or when received, if transmitted by electronic mail (e-mail) prior to 5:00 p.m. local time or otherwise on the next business day, provided receipt of such transmission shall be confirmed by follow-up notice within forty-eight (48) hours by another method authorized herein; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier. Any notice sent to Tenant hereunder shall be simultaneously sent to each Leasehold Mortgagee, provided that Landlord has been given such notice as is required by Section 14.4, at the address or addresses previously provided by Tenant. Any refusal to accept a notice transmitted as provided in this Section 19.1 shall be deemed delivery thereof. Any notice that contains a request for Landlord's consent shall clearly state that consent is being requested in such notice and, if applicable, that failure to respond within the applicable time period (which time period shall be stated in such notice) may be deemed consent.

**19.2 Brokerage Commissions.** Landlord and Tenant each represent and warrant to each other than they have not had any dealings with any real estate broker, finder or intermediary with respect to this Lease. Each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party) and hold harmless the other Party from and against any and all Claims arising for any brokerage commission, finder's fee or other compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker, finder or intermediary other than the brokers or agents identified in this Section 19.2. The terms of this Section 19.2 shall survive the expiration or earlier termination of this Lease.

### **19.3 Estoppel Certificates.**

**19.3.1** Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the other, within ten (10) Business Days after request, its certificate certifying (a) that this Lease is unmodified and in full force and effect, (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the modifications), (b) the dates, if any, to which the rent has been paid, (c) that there are no existing offsets or defenses against the enforcement of any term hereof on the part of Tenant to be performed or complied with (or, if so, specifying the same), (d) if any notice has been given to either Party of any default which has not been cured and/or (e) any other matters that Landlord or Tenant, as applicable, reasonably

requests. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under a Trust Deed.

**19.3.2** . Landlord hereby (a) acknowledges receipt of the Trust Deed and Note evidencing a loan from Bank of America, N.A., to the Tenant named herein in compliance with the terms of Section 14.2.12, (b) consents to and approves the loan evidenced thereby, notwithstanding the fact that the loan was not provided for the purpose of financing the construction of the Updated Improvements or to refinance the Improvements, (c) agrees and acknowledges that Bank of America, N.A., and its successors and assigns, constitutes a "Leasehold Mortgagee" for all purposes under the Lease and (d) agrees that if Leasehold Mortgagee succeeds to the interest of Tenant under this Lease, then each of the dates and time periods referenced in Section 3.3 shall be extended for such period of times as is reasonable under the circumstances in order to permit Leasehold Mortgagee, or its nominee, to satisfy the obligations of Tenant under Section 3.3.

**19.3.3** In satisfaction of Tenant's obligations under Section 14.4 of this Lease, Tenant hereby notifies Landlord of the existence of Bank of America, N.A., as a Leasehold Mortgagee. Such Leasehold Mortgagee's address is Bank of America, N.A., 555 California Street, Floor 6, San Francisco, California 94104 Attn: Hans Starks .

**19.4 Statement Regarding Inspection by Certified Access Specialist.** Pursuant to California Civil Code Section 1938, Landlord hereby advises Tenant that, as of the date of this Lease, the Premises have not been inspected by a Certified Access Specialist, as that term is defined in California Civil Code Section 55.52(a)(3).

**19.5 Non-merger of Fee and Leasehold Estates.** If under any circumstances both Landlord's and Tenant's estates in the Premises, or any portions thereof, become vested in the same owner, this Lease nevertheless shall not be extinguished by application of the doctrine of merger except at the express election of the owner and with the express written consent of the beneficiary or beneficiaries under all Trust Deeds affecting the Premises and Tenant's leasehold estate.

**19.6 Time of the Essence.** Time limits in this Lease are to be strictly observed. Time is of the essence in the performance of each this Lease and every obligation and covenant of the Parties hereto.

**19.7 Joint and Several Obligations.** If either Landlord or Tenant consists of more than one Person, the obligations of the Persons constituting such Party shall be joint and several.

**19.8 Captions; Incorporation of Exhibits.** The captions and Section headings used herein are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions hereof. All exhibits and schedules attached to this Lease are hereby incorporated into this Lease by this reference as if set forth in full herein.

**19.9 Construction.** For purposes of this Lease, words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa and the term "agent" shall refer to a person's employees, contractors, and representatives.

**19.10 Governing Law.** This Lease shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against Landlord or Tenant.

**19.11 Entire Agreement.** This Lease contains all covenants, terms, provisions and agreements between Landlord and Tenant relating in any manner to the construction, rental, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreement or understanding with respect to the same shall be valid or of any force or effect, and no covenant, term, provision or agreement of this Lease can be altered, changed, modified or added to, except in writing, signed by Landlord and Tenant. No representation, inducement, understanding, or anything of any nature whatsoever made, stated, or represented on behalf of either Party hereto, either orally or in writing, has induced the other Party to enter into this Lease except as set forth in this Lease.

**19.12 Right to Request Injunction.** In the event of any violation or threatened violation by either Party of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, each party shall have the right to petition for injunctive relief against such violation or threatened violation in a court of competent jurisdiction.

**19.13 Severability.** If any clause, sentence or other portions of this Lease shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

**19.14 BOT Action.** Tenant acknowledges that many of the approvals or consents to be given by Landlord hereunder are subject to approval by the BOT through formal action of the BOT at a regularly or specially called meeting. Landlord shall reasonably cooperate with Tenant to obtain any such required approval or consent; provided, however, that Landlord makes no representation as to whether any such approval or consent may be granted or that any consent or approval granted by Landlord's staff shall indicate that the attendant approval or consent from the BOT is forthcoming. Landlord shall not be in breach of any obligation under this Lease requiring the consent, approval or other action of the BOT if such consent, approval or other action has not been given or completed within the applicable period set forth herein, provided that Landlord is then taking all reasonable steps to obtain the required response from the BOT.

**19.15 Cooperation in Execution, Delivery and Recordation of Documents.** Landlord and Tenant agree to cooperate in the execution, delivery and recordation of such documents and agreements requested by either Party as are reasonably necessary in order to carry out the purposes of this Lease and to execute and deliver all documents and instruments reasonably necessary to terminate all interests granted herein upon their termination or expiration as provided herein.

**19.16 Representations and Warranties of Tenant.** As a material inducement to Landlord to enter into this Lease, Tenant represents and warrants the following:

**19.16.1 Power and Authority.** That it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in the State of California; that it has all



necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Tenant of Tenant's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Tenant is a party or by which Tenant is bound the remedy for which default would have a material adverse effect on Tenant's ability to perform its obligations hereunder.

**19.16.2 Authorization; Valid Obligations.** That all actions required to be taken by or on behalf of Tenant to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Tenant enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

**19.16.3 Executing Parties.** That the persons executing this Lease on behalf of Tenant have full power and authority to bind Tenant to the terms hereof.

**19.16.4 OFAC Representation.** That neither Tenant nor any of its Affiliates is a Prohibited Person, and Tenant and all of its Affiliates are in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury. Tenant hereby indemnifies, defends (with counsel reasonably acceptable to Landlord) and holds harmless Landlord from and against any Claims that may arise from any violation or alleged violation of the foregoing representation and warranty. The foregoing representation and warranty shall continue in effect for the entire Term of this Lease. In the event of a breach of such representation or warranty, Landlord may immediately terminate this Lease.

**19.17 Representations and Warranties of Landlord.** As a material inducement to Tenant to enter into this Lease, Landlord represents and warrants the following:

**19.17.1 Power and Authority.** That it is a public agency duly formed under the laws of the State of California; that it has all necessary power and authority to enter into this Lease and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Landlord of Landlord's obligations hereunder will not violate or constitute an event of default under the terms and provisions of any agreement, law or court order to which Landlord is a party or by which Landlord is bound the remedy for which default would have a material adverse effect on Landlord's ability to perform its obligations hereunder.

**19.17.2 Authorization; Valid Obligations.** That all actions required to be taken by or on behalf of Landlord to authorize it to execute, deliver and perform its obligations under this Lease have been taken, and that this Lease is a valid and binding obligation of Landlord enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

**19.17.3 Executing Parties.** That the persons executing this Lease on behalf of Landlord have full power and authority to bind Landlord to the terms hereof.

**19.18 Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or of partnership or of joint venture, or of any association between Landlord and Tenant, and none of the provisions contained in this Lease or any acts of the Parties shall be deemed to create any relationship other than lessor and lessee between Landlord and Tenant, nor shall this Lease be construed, except as expressly provided, to authorize either to act as agent for the other.

**19.19 Attorney's Fees and Costs.** If any party to this Lease commences a Judicial Reference Proceeding or other action or proceeding against any other Party to this Lease to interpret or enforce any of the terms of this Lease (an "**Action**") or because of the breach of the other Party to any of the terms hereof, the losing party shall pay to the prevailing Party reasonable attorneys' fees, expert witness fees, costs and expenses, and court costs and other costs incurred in connection with the prosecution or defense of such action or proceeding, whether or not the Action is prosecuted to a final judgment. For the purposes of this Lease, the terms "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to arbitrations and bankruptcy proceedings, and whether or not any Action is brought with respect to the matter for which such fees and expenses were incurred.

**19.20 Post-Judgment Attorneys' Fees.** The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 19.19 above, to the payment by the losing Party of the prevailing Party's reasonable attorneys' fees, expert witness fees, court costs and litigation expenses incurred in connection with (a) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (b) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this Section 19.20 be distinct and severable from the other rights of the Parties under this Lease, shall survive the entry of judgment in any Action and shall not be merged into such judgment.

**19.21 Survival of Covenants and Indemnities.** All covenants which, by their terms, are not to be performed before the expiration of the Term or earlier termination of this Lease shall survive the expiration or earlier termination hereof. All indemnification obligations of Landlord and Tenant in this Lease shall survive the expiration of the Term or earlier termination of this Lease.

**19.22 Binding Effect.** The provisions of this Lease shall bind or benefit the heirs, executors, administrators, successors and assigns of the original parties to this Lease.

**19.23 Amendments in Writing.** No provision of this Lease may be amended except by an agreement in writing signed by both Landlord and Tenant.

**19.24 References to Days.** All references in this Lease to "days" shall be deemed to refer to calendar days, unless otherwise specifically stated herein.

**19.25 Execution in Counterparts.** This Lease may be executed in counterparts, each of which, shall constitute an original of such Lease, but all of which shall constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**LANDLORD:**

**SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT,**  
a public agency

By: \_\_\_\_\_  
Name: Debra Fitzsimons  
Title: Vice Chancellor of Business Services

**TENANT:**

**FPA4 PROMENADE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Michael B. Earl  
Title: Vice President

**CONSENT TO AMENDED AND RESTATED GROUND LEASE**

Bank of America, N.A., as the current Leasehold Mortgagee, has reviewed and approved, and hereby consents to this Amended and Restated Ground Lease between Lessee and Lessor as of the day and year first above written.

BANK OF AMERICA, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Premises**

**EXHIBIT B**

**Memorandum of Lease**

**RECORDING REQUESTED BY**

**AND WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exempt from Recording Fees  
Per Government Code Section 6103

(Space above this line for Recorder's use)

**MEMORANDUM OF LEASE**

**This MEMORANDUM OF LEASE** (this "**Memorandum**") is entered into as of \_\_\_\_\_, 20\_\_, by and between **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency ("**Landlord**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Tenant**"), with reference to the following facts:

**RECITALS**

A. Landlord and Tenant have entered into that certain unrecorded Amended and Restated Ground Lease dated as of \_\_\_\_\_, 20\_\_ (the "**Lease**"). All capitalized terms used herein without definition shall have the same meanings as assigned in the Lease.

B. Landlord and Tenant desire to provide notice that Tenant is leasing as of the Effective Date all that certain real property in the City of Mission Viejo, County of Orange, State of California more particularly described in Exhibit A attached hereto (the "**Premises**").

**NOW, THEREFORE**, in consideration of mutual covenants set forth herein, Landlord and Tenant hereby agree as follows:

1. Demise of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to the terms and conditions of the Lease. The Effective Date of the Lease occurred on \_\_\_\_\_, 20\_\_, and the Term will end on September 30, 2075 (the "**Lease Expiration Date**"), unless sooner terminated or extended pursuant to the terms of the Lease.

2. Title to Buildings; Depreciation. Until the Lease Expiration Date or earlier termination of the Lease, title to any and all buildings or Improvements that Tenant may construct on the Premises, any and all fixtures that Tenant may install therein, and any and all Alterations that Tenant may make thereto shall be solely Tenant's property, Tenant's interest therein shall be as owner and not as tenant and Tenant alone shall be entitled to depreciate the same for tax purposes. On the Lease Expiration Date or earlier termination of the Lease, title to any Improvements located on the Premises, any and all fixtures that Tenant may install therein and

any Alterations thereto shall vest in and become the full and absolute property of Landlord, subject to Landlord's right to require that Tenant demolish the same pursuant to the terms of the Lease.

3. Incorporation by Reference; No Modification of Lease. The terms and conditions of the Lease are incorporated herein by this reference. This Memorandum is prepared and recorded for the purpose of putting the public on notice of the Lease, and this Memorandum in no way modifies the terms and conditions of the Lease. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

4. Cancellation of Memorandum of Lease. Upon the Lease Expiration Date or earlier termination of the Lease, Landlord shall prepare and Tenant shall execute within 10 Business Days after receipt of Landlord's written request a quitclaim deed conveying to Landlord any and all interest Tenant may have under the Lease, which Landlord is authorized to immediately record upon receipt of same from Tenant.

5. Miscellaneous. This Memorandum shall be governed by and construed in accordance with the laws of the State of California. No addition to or modification of any term hereof shall be effective unless set forth in writing and signed by Landlord and Tenant. All of the provisions of this Memorandum shall inure to the benefit of and shall be binding upon the successors and assigns of Landlord and Tenant. This Memorandum may be executed in two or more counterparts and by different parties in different counterparts, all of which together shall constitute one and the same original.

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Memorandum as of the date first written above.

**LANDLORD:**

**TENANT:**

**SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT,**  
a public agency

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: Debra Fitzsimons  
Title: Vice Chancellor of Business Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT A**

**Legal Description of Premises**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF MISSION VIEJO,  
COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

## EXHIBIT C

### Judicial Reference Proceeding

Except as set forth in Section 17.2 of this Lease, and except to the extent another dispute resolution procedure is set forth in this Lease (for example, valuation determinations to be made by appraisers,) Landlord and Tenant agree that any disputes between them arising out of or related to this Lease (including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law) shall be resolved (and a decision shall be rendered) by way of a judicial reference proceeding as provided for in Part 1, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. The referee shall award all costs of the reference, including but not limited to the referee's fees, reasonable attorney's fees and other costs, to the Party in whose favor the determination or decision shall be rendered by the referee. The referee shall try all issues of fact and law and report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to refer any issues of fact or law to any other person unless all parties to the judicial reference proceeding consent, or the referee determines that a conflict of interest has arisen which would make it inappropriate for the referee to act as the trier of fact or law concerning an issue or matter. The judicial reference proceeding shall be conducted in the following manner:

**I.1.1 Place.** The proceedings shall be heard in Orange County, California.

**I.1.2 Referee.** The referee shall be a retired judge who served on the Superior Court of the State of California in the County with substantial experience in the type of matter in dispute and without any relationship to the Parties, unless the Parties agree otherwise. The parties to the judicial reference proceeding shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed pursuant to California Code of Civil Procedure Section 640, or any successor statute, except that only one (1) referee shall be appointed.

**I.1.3 Commencement and Timing of Proceeding.** The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

**I.1.4 Pre-hearing Conferences.** The referee may require pre-hearing conferences.

**I.1.5 Discovery.** The parties to the judicial reference proceeding shall be entitled to conduct discovery in the same manner as if the matter was being tried in a Superior Court of the State of California.

**I.1.6 Motions.** The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. The referee shall also have the power to summarily adjudicate issues of fact or law including the availability of remedies whether or not the issue adjudicated could dispose of an entire cause of action or defense.

**I.1.7 Record.** A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

**I.1.8 Statement of Decision.** The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632, or any successor statute. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.

**I.1.9 Remedies.** Subject to the terms, conditions, restrictions and limitations on remedies set forth in this Agreement, the referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.

**I.1.10 Post-hearing Motions.** The referee may rule on all post-hearing motions in the same manner as a trial judge.

**I.1.11 Appeals.** The decision of the referee shall be subject to appeal pursuant to California Code of Civil Procedure Section 645 (or any successor statute) in the same manner as if the dispute had been tried by the court.

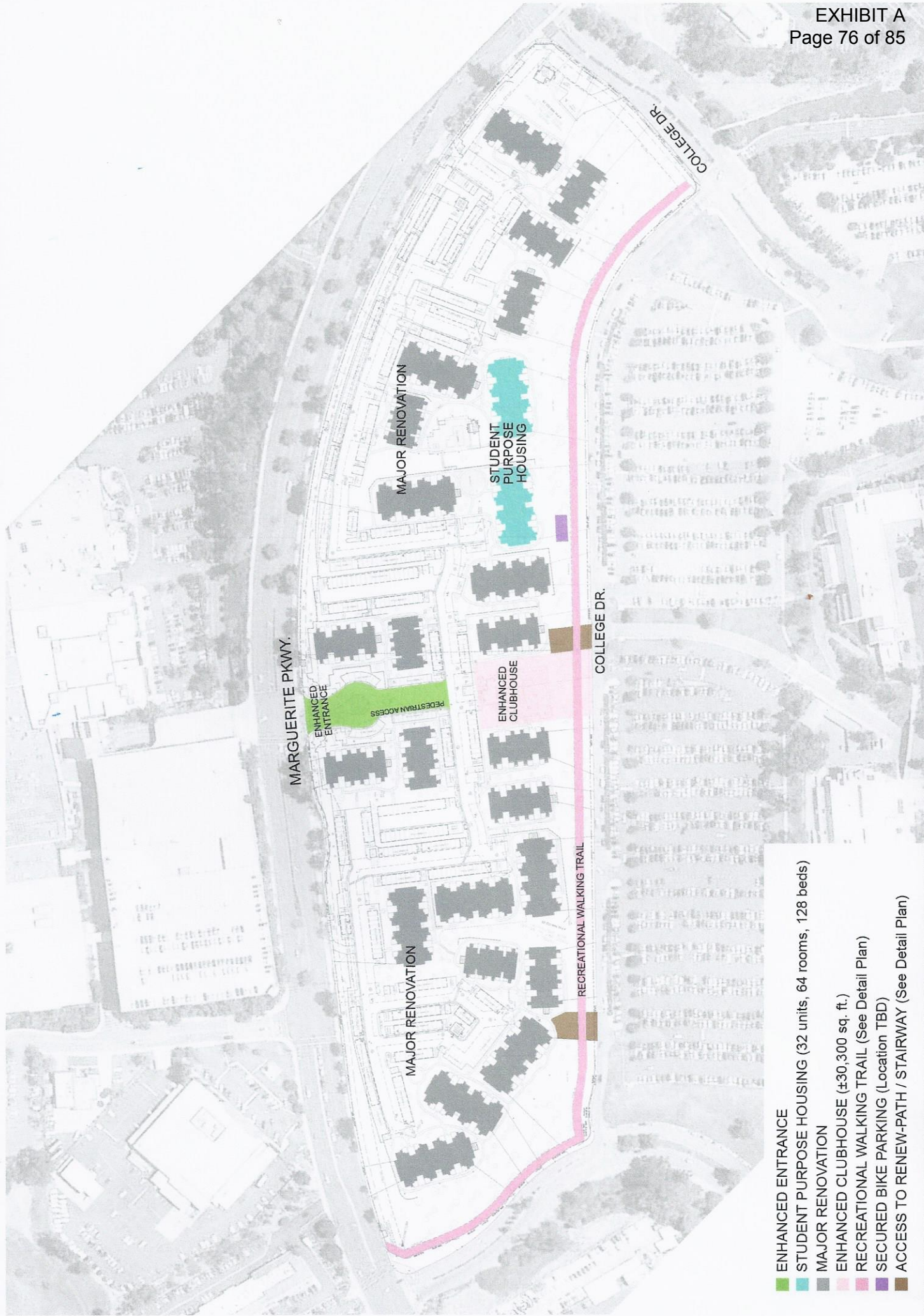
EXHIBIT D

Tenant Renovation Plans

[attach]

## Updated Improvement Summary

<p><u>ReNew Capital Improvement</u> Site Enhancement &amp; Repairs Property Amenities Building Exteriors Unit Interiors <u>Building Systems/Signage</u></p>	<p><u>SOC CCD Improvements</u> New Trail at Base of Berm New Stairwell Crossings Student Housing Unit Upgrades</p>
---	--



- ENHANCED ENTRANCE
- STUDENT PURPOSE HOUSING (32 units, 64 rooms, 128 beds)
- MAJOR RENOVATION
- ENHANCED CLUBHOUSE (±30,300 sq. ft.)
- RECREATIONAL WALKING TRAIL (See Detail Plan)
- SECURED BIKE PARKING (Location TBD)
- ACCESS TO RENEW-PATH / STAIRWAY (See Detail Plan)

MISSION VIEJO APARTMENTS

FPA4 PROMENADE

MISSION VIEJO, CA

FEB 22, 2016

HPA#14738



HUMPHREYS & PARTNERS ARCHITECTS L.P.  
5539 Alpha Road, Suite 300, Dallas, TX 75240 (972) 701-9636 (972) 701-9639  
www.humphreys.com marketing@humpreys.com  
DALLAS CHARLOTTE NEWPORT BEACH LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX

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The information depicted herein is for informational purposes only. Revisions may occur due to further investigation, floor regulatory authorities and building code analysis. Dimensions shown are of a final stage plan only. Refer to sheets and bid package for technical information and references.



Seal  
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OR CITY  
SUBMITTAL

the design element  
landscape architecture  
2711 East Highland Avenue, Suite 120  
Phoenix, AZ 85028  
Phone: (480) 257-3912  
www.thedesignelement.com

renew  
at the shops  
MISSION VIEJO | CALIFORNIA

Project No.: 1804  
Plot Date: 02/07/2018  
Drawn by: STAFF

Date: 02/07/2018  
Issue Description: PRELIMINARY

**SHEET INDEX**  
L0.1 COVER SHEET + OVERALL SITE PLAN  
L1.1 PRELIMINARY TRAIL ENLARGEMENTS + DETAILS

**APPROVAL NOTES**  
THE DESIGN AND PLAN COMPONENTS PROPOSED IN THIS SUBMITTAL PACKAGE ARE REQUIRED TO OBTAIN REQUIRED APPROVALS FROM CAMPUS OFFICIALS PRIOR TO ENTERING INTO FINAL DESIGN FOR PLANS ENCLOSED HEREIN.

**DESCRIPTION OF WORK**  
THE PROPOSED IMPROVEMENTS FOR THIS PROJECT INCLUDE THE CONSTRUCTION OF A NEW (1.4) .40 MILE JOGGING TRAIL LOCATED NEAR THE EXISTING TRAIL FOR THE SADDLEBACK COLLEGE CAMPUS. ADDITIONALLY, 2 ACCESS POINTS ARE ALSO PROPOSED FOR PEDESTRIAN IMPROVEMENTS WITH LOW ENVIRONMENTAL IMPACT METHODS AND MATERIALS INCLUDING PERMEABLE WALKING / JOGGING TRAIL ASSOCIATE RETAINING WALL STRUCTURES TO MITIGATE SLOPE CONDITIONS AND IRRIGATION IMPACT METHODS AND MATERIALS INCLUDING SOIL CONSERVATION TECHNIQUES.

**DESIGN COMPONENTS RECOMMENDED FOR THIS PROJECT SHALL INCLUDE:**

- PERMEABLE WALKING / JOGGING TRAIL
- ASSOCIATE RETAINING WALL STRUCTURES TO MITIGATE SLOPE CONDITIONS
- IRRIGATION IMPACT METHODS AND MATERIALS INCLUDING SOIL CONSERVATION TECHNIQUES.

**CONTACT INFO**

**APPLICANT / OWNER:**  
TRINITY PROPERTY CONSULTANTS  
LACH WINKLER  
2002 NICHOLSON DRIVE, 4TH FLOOR  
IRVINE, CA 92612  
awinkler@trinitydesign.com

**LANDSCAPE ARCHITECT:**  
THE DESIGN ELEMENT  
2711 EAST HIGHLAND AVENUE SUITE 120  
PHOENIX, AZ 85028  
PH: (480) 257-3912  
CONTACT: JEFF ANDERSON  
janderson@thedesigndesign.com

**LS ARCH FOR CORRESPONDENCE:**  
YOUNG DESIGN GROUP  
7234 EAST SHERMAN LANE SUITE # 8  
SCOTTSDALE, AZ 85251  
PH: (480) 257-3912  
CONTACT: JOE YOUNG  
jyoung@younggroup.com



**OVERALL SITE PLAN**

**PROPOSED PLANT PALETTE** "VENUE OF HEROES" SEGMENT

TREES:	USE:	SHRUBS AND GROUND COVER	USE:
WASHINGTONIA FILIFERA	THEME TREE FOR STREETSCAPE	ACACIA REDOLENS	MASE GROUND COVER / DROUGHT TOLERANT / EROSION PROTECTION
CALIFORNIA FAN PALM	EVERGREEN LANDSCAPE TREE	TRAILING ACACIA	COLOR ACCENT LANDSCAPE GROUND COVER / DROUGHT TOLERANT / EROSION PROTECTION / VISUAL INTEREST / SEASONAL COLOR INTEREST
QUERCUS SPECIES	FIRE RESISTANT SPECIES	LANTANA SPECIES	EROSION PROTECTION / VISUAL INTEREST / SEASONAL COLOR INTEREST
OAK TREE	EVERGREEN LANDSCAPE TREE	LANTANA	CLUMPING GRASS / DROUGHT TOLERANT
GELIERA PARRYFLORA	EVERGREEN LANDSCAPE TREE FOR BACKGROUND AREAS	IMPALENERGIA CAPILLARIS	REGAL MIST / DEER GRASS
AUSTRIAN WILLOW	DECIDUOUS LANDSCAPE TREE FOR BACKGROUND AREAS	REGAL MIST / DEER GRASS	RAPHANOLIS INOCHA
PLATANUS RACEMOSA	FIRE RESISTANT SPECIES	REGAL MIST / DEER GRASS	INDIAN HAWTHORN
CALIFORNIA BYCAMORE	FIRE RESISTANT SPECIES	REGAL MIST / DEER GRASS	ROSMARINUS PROSTRATUS
CERIS OCCIDENTALIS	DECIDUOUS ACCENT LANDSCAPE TREE	REGAL MIST / DEER GRASS	TRAILING ROSEMARY
WESTERN REDBUD	FIRE RESISTANT SPECIES	REGAL MIST / DEER GRASS	

**KEY**

- LIMIT OF WORK BOUNDARY
- EXISTING IMPROVED CONCRETE SIDEWALK ALIGNMENT
- PROPOSED ACCESS LOCATION TO RENEW APARTMENT PROPERTY (TO INCLUDE PROVISIONS FOR A.O.A. ROUTE)
- TRAIL SLOPES ARE NOT TO EXCEED 5% GRADE AND SHALL HAVE A 2% MINIMUM GRADE TO BE DETERMINED UPON COMPLETION OF TOPOGRAPHIC SITE SURVEY.
- CONNECTIONS ACROSS ROAD INCLUDING NEW TRAIL ALIGNMENTS PROVIDED BY SADDLEBACK COLLEGE, NOT A PART OF THIS PROJECT.

**APPROVALS**

N.T.S.

NOTE: THIS PLAN IS NOT A CONSTRUCTION DOCUMENT AND HAS BEEN PREPARED BASED ON ASSUMED SITE CONDITIONS. MODIFICATIONS TO WALKWAY OR TRAIL ALIGNMENTS MAY BE REQUIRED TO AVOID CONFLICTS WITH EXISTING MATURE TREES, UNDERGROUND UTILITIES, OR OTHER SITE APPLICANCES.





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 CONSTRUCTION  
 OR CITY  
 SUBMITTAL

Consultant  
 the design element  
 landscape architecture  
 the design element, LLC  
 2211 East 15th Avenue, Suite 100  
 Denver, CO 80202  
 Phone: 303.733.2400  
 Fax: 303.733.2400  
 www.designelement.com



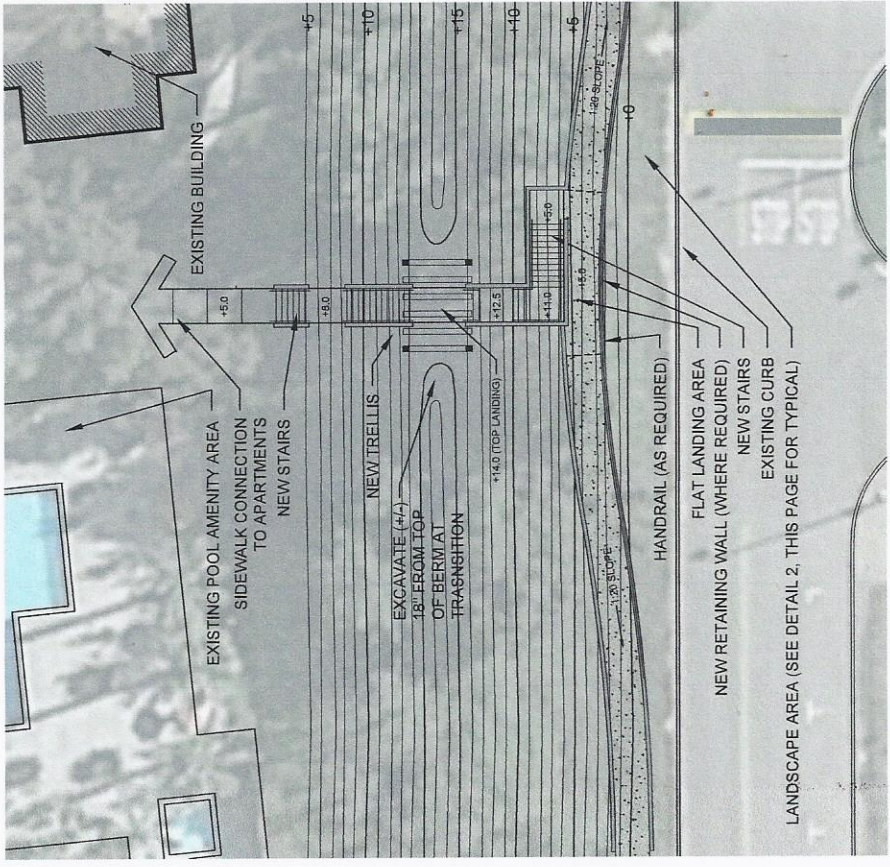
renew  
 at the shops  
 CAMPUS TRAIL PLAN  
 MISSION VIEJO | CALIFORNIA

Project No. 1604  
 Plot Date 12/20/16  
 Drawn by STAFF

Date 12/22/16  
 Issue Description PRELIMINARY

Sheet Title  
 PRELIMINARY TRAIL  
 ENLARGEMENT  
 DETAILS

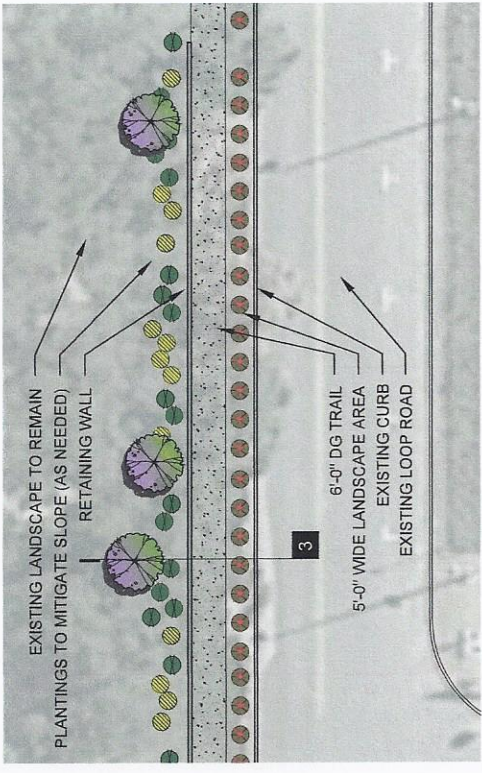
Sheet No. L1.1  
 SHEET 2 OF 1



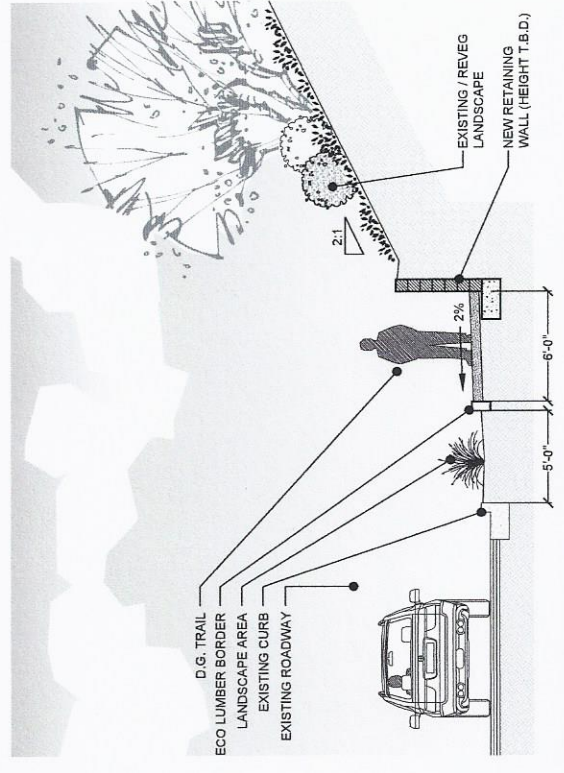
NOTES

1. ALL A.D.A. ACCESSWAYS SHALL COMPLY WITH NATIONAL STANDARDS AS APPLICABLE INCLUDING SLOPE, WIDTH, SURFACE MATERIAL, CROSS SLOPE, RAMP REQUIREMENTS AND TREAD RISER AND TREAD DIMENSIONS.
2. FINAL GRADES FOR WALKWAYS, TREADS, LANDINGS AND RETAINING WALL HEIGHTS SHALL BE DETERMINED AT THE TIME OF CONSTRUCTION. EXISTING GRADES ARE ESTIMATED UNTIL TOPOGRAPHIC SURVEY CAN BE PROVIDED FOR VERIFICATION.
3. EXISTING GRADES ARE ESTIMATED UNTIL FINAL PLAN PREPARATION.
4. FINAL COLORS AND FINISHES FOR DECOMPOSED GRANITE TRAIL, CONCRETE WALKWAYS, STAIRS, HANDRAILS AND RETAINING WALL GUARDRAILS ARE TO BE DETERMINED AT FINAL PLAN PREPARATION.

1 APARTMENT ACCESS WALKWAY AND STAIRS (TYP) N.T.S.



2 BOULEVARD LANDSCAPE TREATMENT (TYP) N.T.S.



3 TRAIL CROSS SECTION (TYP) N.T.S.

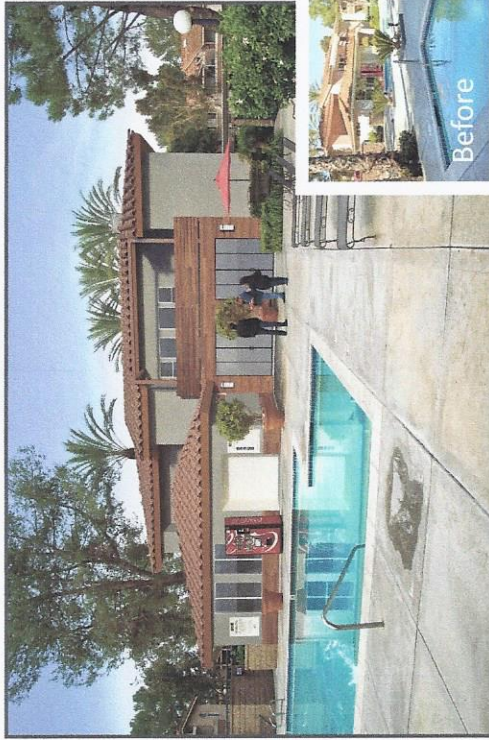
NOTE: THIS PLAN IS NOT A CONSTRUCTION DOCUMENT AND HAS BEEN PREPARED BASED ON ASSUMED SITE CONDITIONS. MODIFICATIONS TO WALKWAY OR TRAIL ALIGNMENTS MAY BE REQUIRED TO AVOID CONFLICTS WITH EXISTING MATURE TREES, UNDERGROUND UTILITIES OR OTHER SITE APPEARANCES.

# Renovation Plan – Before and After

**Market Window/Entryway**



**Pool Area**



**Building Exterior**



**Building Exterior**



# Renovation Plan – Before and After

Clubhouse/Leasing Office



# Renovation Plan – Before and After

## Unit Interior Renovations - Kitchens

BEFORE



AFTER



# Renovation Plan – Before and After

## Unit Interior Renovations - Bathrooms

BEFORE



AFTER



**TENANT RENOVATION BUDGET & SCOPE –ReNew**

**Property Amenities**

**\$864,091**

- **LC/FC** Consolidate Fitness Center/Clubhouse Into One Area/New Finishes Throughout
- **Play Area** Tune-ups/Add Ground Coverage
- **Pools** 2 Pools - VGBA Compliance, New Plaster, New Furniture Package

**Building Exteriors**

**\$5,950,189**

- **Roofs** Tune-up/Repairs/Moss Removal & Cleaning
- **Gutters** Repairs, Cleaning, and Replacement of Damaged
- **Pest Control** Allowance
- **Parking Lot** Repair, Sealing, and Restripe
- **Windows** New Windows
- **Wood/Balcony Repairs** Wood Rot Allowance, Add IPE To Front Of Balconies, And Wing Walls
- **Decks and Walkways** Coating for Decks/Allowance for Walkway Repairs
- **Exterior Lighting** Replace Deck/Entry Lighting, Add Lighting to Dark Areas Around Buildings
- **Fence Repair** Repair Exterior Site Fencing
- **Stucco** Smooth Texture/Repair Stucco
- **Rock Accent** Add Accents to Front of Buildings In Market Window
- **Exterior Paint** Full Exterior Repaint

**Unit Interiors**

**\$6,775,664**

- **Un-renovated Units** Class "A" Finish spec (See also sample photos included in Exhibit D) including: New Cabinets, New countertops with mosaic backsplash, New SS Appliances, New Flooring, New Fixtures on all 400 units.
- **W/D Install** Install W/D in All Units 10 Already Done

**Building Systems/Signage**

**\$348,258**

- **Plumbing** Allowance
- **Water Heaters** Add Straps Where Needed/Allowance
- **Dryer Vent Clean** Clean Dryer Vents
- **Humidity Switch** Add 1 Humidistats to Each Unit
- **HVAC** Allowance
- **Electrical** Add GFCI 2 in each kitchen
- **Model Unit** 2 Model Unit
- **Brochures** Brochures
- **Signage** New Name and signage

**Main Entrance**

**\$414,817**

- **Entrance** Change Fountain/Add Accent walls

**Landscaping**

**\$177,779**

- **Landscaping** Market Window Upgrades Along Street

**Drainage, Irrigation, Repairs, Misc**

**\$100,741**

- **Drainage** Repair Allowance
- **Irrigation** Repair Allowance

**New Trail at Base of Berm**

**\$774,702**

- **Trail** Add Trail at base of berm "Saddle Back Trail" With Retaining Wall and Landscaping

**New Stairwell Crossings**

**\$89,389**

- **Steps over Berm** Add Two Passes Over The Berm

**Student Housing Unit Upgrades**      **\$166,976**

- **Add Student Units**      Add Furniture package to 32 Units (2 bedrooms/4 beds per unit) for Student Purpose Units

**Site Enhancement & Repairs**      **\$804,498**

- **Retaining Walls**      Repair Allowance - \$226,113
- **Carports Repairs**      Repair Allowance - \$208,262
- **Concrete**      Allowance for Trip Hazards – \$72,598
- **Tree Service**      Allowance For Tree Trimming - \$297,517

**ReNew - Total Renovation Cost Comparison**

Total Renovation Costs	Original Budget (Powerpoint Presentation)	Adjusted Budget (Per C/G/DK)	Revised Budget	Total Variance from Adjusted Budget
<b>ReNew Capital Budget</b>				
Site Enhancement & Repairs	\$ 692,823	\$ 692,823	\$ 804,498	\$ 111,675
Property Amenities	\$ 859,125	\$ 859,125	\$ 864,091	\$ 4,966
Building Exteriors	\$ 5,469,249	\$ 5,469,249	\$ 5,950,189	\$ 480,940
Unit Interiors	\$ 6,594,412	\$ 6,594,412	\$ 6,775,664	\$ 181,252
Building Systems/Signage	\$ 310,404	\$ 310,404	\$ 348,258	\$ 37,854
<b>Subtotal for ReNew Capital Budget</b>	\$ 13,926,013	\$ 13,926,013	\$ 14,742,701	\$ 816,688
<b>SOCSCD Renovation Budget</b>				
Main Entrance	\$ 414,817	\$ 414,817	\$ 414,817	\$ -
Landscaping	\$ 177,779	\$ 177,779	\$ 177,779	\$ -
Drainage, Irrigation, Repairs, Misc	\$ 100,741	\$ 100,741	\$ 100,741	\$ -
Berm & Tree Removal	\$ 592,596	\$ 592,596	\$ -	\$ (592,596)
New Trail at Base of Berm	\$ -	\$ -	\$ 774,702	\$ 774,702
New Stairwell Crossings	\$ -	\$ -	\$ 89,389	\$ 89,389
Student Housing Unit Upgrades	\$ 166,976	\$ 166,976	\$ 166,976	\$ 166,976
New College Entrance & Road	\$ 456,299	\$ 456,299	\$ -	\$ -
Garage & Carports	\$ 746,671	\$ 746,671	\$ -	\$ -
<b>Subtotal for SOCSCD Renovation Budget</b>	\$ 2,655,879	\$ 1,285,933	\$ 1,724,404	\$ 438,471
<b>Total Renovation Costs</b>	\$ 16,581,892	\$ 15,211,946	\$ 16,467,105	
<b>Total Variance/Offset to Lease Extension Fee</b>				\$ 438,471

Ground Lease Extension Fee Adjustment Summary:				
Original Ground Lease Extension Fee	\$	\$	\$	\$ 3,000,000
Variance for Additional Improvements Requested by SOCSCD				(438,471)
<b>Adjusted Ground Lease Extension Fee</b>	\$	\$	\$	<b>2,561,529</b>



**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: ATEP IVC First Building and Associated ATEP Utilities and Infrastructure Phase 1 Projects, Approval of Site Plans and Certification of CEQA Document Public Hearing

**ACTION:** Approval

---

### **BACKGROUND**

Pursuant to Section 6.2.5 of the ATEP Implementation Agreement with the City of Tustin dated July 16, 2015, South Orange County Community College District (SOCCCD) is required to certify the CEQA document and approve project Site Plans for all improvements at ATEP prior to their submission to the City of Tustin.

The Notice of Public Hearing has been posted to the district's website, is publically displayed at Saddleback College, Irvine Valley College and at ATEP.

The Board of Trustees will hold a public hearing, at its regularly scheduled meeting, to consider the items before acting to approve them.

### **RECOMMENDATION**

Open a public hearing and invite members of the public to present their comments with regard to the ATEP IVC First Building, and associated ATEP Utilities and Infrastructure Phase 1 projects to approve certification of the CEQA document, and to approve submission of the project Site Plans to the City of Tustin for project approval.

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: ATEP California Environmental Quality Act (CEQA), April 2016, Adopt Resolution No.16-08, Certifying the Final CEQA Document for the ATEP IVC First Building and the Related ATEP Utilities and Infrastructure Phase 1 Projects

**ACTION:** Approval

---

### **BACKGROUND**

On July 16, 2015, South Orange County Community College District (SOCCCD) entered into an implementation agreement with the City of Tustin, which defined the specific procedures for City's review and, in some cases, approval for implementing ATEP projects. In addition, the City and SOCCCD established a procedure for a joint CEQA compliance process involving certification of the CEQA document each project.

Pursuant to Section 6.2.5 of the implementation agreement, after completing the final CEQA document, SOCCCD held a public hearing concerning the adoption of one or more resolutions approving the Site Plan(s) and certifying the CEQA document.

### **STATUS**

ATEP legal counsel and consultants worked with SOCCCD to complete the final CEQA document and to develop the CEQA resolution. Two projects are associated with this submission including the ATEP IVC First Building, and the associated ATEP Utilities and Infrastructure Phase 1 projects.

Staff recommends the Board of Trustees adopt Resolution No. 16-08, certifying the CEQA documents, including the initial study and addendum dated April 2016 (EXHIBIT A).

Funds for the ATEP IVC First Building Project are available in the approved basic aid project budget of \$23,000,000. Funds for the ATEP Utilities and Infrastructure Phase 1 project are available in the approved basic aid project budget of \$10,000,000.

### **RECOMMENDATION**

The Chancellor recommends the Board of Trustees adopt Resolution No. 16-08 certifying the CEQA document, including the initial study and addendum dated April 2016 (EXHIBIT A) for the ATEP IVC First Building and associated ATEP Utilities and Infrastructure Projects.

**RESOLUTION NO. 16-08**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CERTIFYING THE ADDENDUM/INITIAL STUDY  
DATED APRIL 2016 TO THE  
FINAL JOINT PROGRAM FINAL ENVIRONMENTAL IMPACT STATEMENT/  
ENVIRONMENTAL IMPACT REPORT FOR THE DISPOSAL AND REUSE  
OF THE MCAS TUSTIN AND THE MCAS TUSTIN SPECIFIC PLAN/  
REUSE PLAN PURSUANT TO THE  
CALIFORNIA ENVIRONMENTAL QUALITY ACT  
TO CONSTRUCT THE FIRST BUILDING AT ATEP  
AND ASSOCIATED INFRASTRUCTURE IMPROVEMENTS**

**1. RECITALS.**

**WHEREAS**, the City of Tustin (“City”) and United States Department of Navy (“Navy”) completed a joint planning document for reuse of the former Marine Corps Air Station (“MCAS Tustin”) called the “MCAS Tustin Specific Plan/Reuse Plan” dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

**WHEREAS**, the City and Navy completed a Final Joint Program Environmental Impact Statement/Environmental Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Reuse Plan dated October 1996, as amended by the Errata dated September 1998 (“Initial FEIS/EIR”) pursuant to the National Environmental Policy Act (“NEPA”) and California Environmental Quality Act (“CEQA”). According to the Initial FEIS/EIR, section 1.5.2, the Initial FEIS/EIR serves as a program environmental impact report and is intended to be used as the CEQA compliance document for all public and private actions taken to, or in furtherance of, the MCAS Tustin Reuse Plan; and,

**WHEREAS**, the District reviewed drafts of the MCAS Tustin Reuse Plan, the FEIS/EIR, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and,

**WHEREAS**, the Initial FEIS/EIR was certified as adequate and complete under CEQA and the Mitigation Monitoring and Reporting Program (“MMRP”) that was adopted by the Tustin City Council on January 16, 2001, and a Record of Decision (“ROD”) was issued by the Navy on March 2, 2001, approving the Initial FEIS/DEIR and the MCAS Tustin Reuse Plan; and,

**WHEREAS**, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance (“**EDC**”) under the terms of the Agreement Between The United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the “**Federal Conveyance Agreement**”); and,

**WHEREAS**, pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

**WHEREAS**, a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and The City of Tustin, California For Portions of the Former Marine Corps Air Station Tustin (“**LIFOC**”) dated May 10, 2002; and,

**WHEREAS**, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 7, 2005, by Ordinance Nos.1295 and1296; on June 5, 2005, by Ordinance No. 1299; on April 17, 2006, by Ordinance No. 1311, on June 5, 2007 by Ordinance No. 1335, on March 16, 2010 by Ordinance No. 1379, on October 18, 2011 by Ordinance No. 1406, on April 3, 2012 by Ordinance No. 1413, on March 5, 2013 by Ordinance No. 1426, on May 21, 2013 by Ordinance No. 1432, on March 4, 2014 by Ordinance 1440, and on November 18, 2014 by Ordinance No. 1450 (the Specific Plan and Reuse Plan and all of the amendments to the Specific Plan and Reuse Plan are referred to herein collectively as the “**Specific Plan/Reuse Plan**”); and,

**WHEREAS**, the District is entitled under section 4.1.3 of the Federal Conveyance Agreement to 68.37 acres of real property known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District, “**RSCCD**”) and the northern portion of Parcel 19 (“**Property**”) at the former MCAS Tustin in the City; and,

**WHEREAS**, the City and District entered into that certain “Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus,” dated April 22, 2004 (the “**Conveyance Agreement**”). On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park (“**ATEP**”) are within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

**WHEREAS**, the City approved and adopted, by Resolution Nos. 04-76 and 04-77 on December 6, 2004, a supplement to the Initial FEIS/EIR for the extension of Tustin Ranch Road (“**Supplemental FEIS/EIR**”); and,

**WHEREAS**, the City approved and adopted, by Resolution No. 06-43 on April 3, 2006, an addendum to the Initial and Supplemental FEIS/EIR for the purposes of initiating a zone change, approving a Disposition and Development Agreement with Tustin Legacy Community Partners, and adopting a revised MMRP; and,

**WHEREAS**, the City and District entered into the “Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus,” dated April 22, 2004 (the “**City Conveyance Agreement**”). On April 5, 2004, the City Council adopted Resolution No. 04-32 for the Conveyance Agreement finding that Conveyance Agreement and establishment of the Advanced Technology Education Park is within the scope of the previously approved Initial FEIS/EIR as well as the Specific Plan/Reuse Plan and that the environmental effects were examined in the Initial FEIS/EIR; and,

**WHEREAS**, the City, acting in its capacity as the Local Redevelopment Authority (“**LRA**”) for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to 37.66 acres of the Property and personal property to the District by the “Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471” dated April 22, 2004, (“**City Quitclaim Deed**”) and the “Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin” (“**Bill of Sale**”) dated April 22, 2004; and,

**WHEREAS**, pursuant to the “Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin” dated April 29, 2004 (“**Sublease**”), the City has leased the remaining 30.71 acres of the Property to the District and will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,

**WHEREAS**, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the ATEP Site; and,

**WHEREAS**, the District used reasonable efforts to plan, develop, maintain and use the Property solely and continuously as an ATEP Site consistent with the Conveyance Agreement; and,

**WHEREAS**, the District has already built some facilities at the ATEP Site, Phase 1, specifically on the northwest corner of Valencia Avenue and Lansdowne Road to use the Property as soon as feasible as an education-oriented development and to provide educational opportunities to students; and,

**WHEREAS**, on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan (“**Short-Range Plan**”) as contemplated in section 4.3.1 of the Conveyance Agreement; and,

**WHEREAS**, on November 12, 2008, the District certified an Addendum as amended by the errata dated November 2008 to the FEIS/EIR by Resolution No. 08-35

(“**LRP Addendum**”) for the Long-Range Academic and Facilities Plan, as amended by the October and November 2008 Erratum (“**LRP**”), and the Long Range Academic Plan, as amended by the October 2008 Errata (“**LRAP**”) (collectively, the “**LRP Project**”); and,

**WHEREAS**, on November 12, 2008, the District adopted the LRP Project as contemplated in section 4.3.1 of the Conveyance Agreement and LRAP by Resolution No. 08-35; and,

**WHEREAS**, on March 24, 2009, the District certified an Addendum dated March 2009 to the FEIS/EIR by Resolution No. 09-05 (“**Concept Plan Addendum**”) for the Concept Plan Phase 3a; and,

**WHEREAS**, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan; and,

**WHEREAS**, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

**WHEREAS**, the City and District entered into that certain “Term Sheet Concerning Key Issues on Development at ATEP” on December 15, 2010 (“**Term Sheet**”) that set forth the key conceptual areas of agreement concerning the ATEP site. The Term Sheet addressed permitted uses, Tustin Legacy backbone infrastructure fair share contributions (“**Backbone Fees**”), a land swap, the extension of Bell Avenue, and other terms and conditions; and,

**WHEREAS**, on October 18, 2011, the City approved by Ordinance No. 1406 Specific Plan Amendment No. 11-003 to the Specific Plan/Reuse Plan to implement that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 as amended (as amended the “**County Exchange Agreement**”); and,

**WHEREAS**, on December 5, 2011, the District certified an Addendum dated December 2011 to the FEIS/EIR by Resolution No. 11-38 (“**County Exchange Agreement Addendum**”) for the County of Orange and the District to execute the County Exchange Agreement to enable the County to develop an animal care center and to provide the District with a more rational and usable configuration of property for its proposed development of the ATEP Site; and,

**WHEREAS**, on December 5, 2011, the District approved by Resolution No. 11-39 the County Exchange Agreement; and,

**WHEREAS**, the City approved and adopted, by Resolution No. 13-32 on May 13, 2013, an addendum to the Initial and Supplemental FEIS/EIR for the purposes of approving the District’s requested General Plan Amendment (“**GPA**”) 2013-001, a Specific Plan Amendment (“**SPA**”) 2013-001 to the Specific Plan/Reuse Plan for MCAS Tustin, and Development Agreement (“**DA**”) 2013-002; and,

**WHEREAS**, on May 20, 2013, the District certified an Addendum dated May 2013 to the FEIS/EIR by Resolution No. 13-18 (“**DA/Revised Conveyance Agreement Addendum**”) for the District to (1) request the City approve GPA 2013-001 to add the extension of Bell Avenue to the City’s circulation plan, and to identify a new floor area ratio for the District’s property after the land exchange; (2) request the City approve SPA 2013-002 to add three new sub-planning areas and boundary modifications, incorporation of Bell Avenue, expanding the permitted uses to include commercial and office uses, and providing an increase in building square footage and necessary vehicle trips for the District’s property after the land exchange; (3) approve an exchange of approximately 22 acres of property between the City and District, a shared dedication of the Bell Avenue right of way, the District’s acquisition of the City’s day care site, the City’s acquisition of the current ATEP buildings (“**City-District Exchange Agreement**”); (4) approve a development agreement that includes an amended and restatement of the City Conveyance Agreement, vesting the entitlements for the ATEP Site, expanding the permitted uses to include commercial and office uses, and providing an increase in building square footage and necessary vehicle trips (“**Development Agreement and Restated Conveyance Agreement**”); (5) approve an infrastructure construction and payment agreement for Bell Avenue (“**Bell Avenue Agreement**”); and (6) approve an infrastructure construction and payment agreement for McCain Smith Road (“**McCain Smith Agreement**”); and,

**WHEREAS**, the Initial FEIS/EIR dated October 1996 and as amended by the Errata dated September 1998, the supplement to the FEIS/EIR dated December 6, 2004, the addendum to the FEIS/EIR dated April 3, 2006, the LRP Addendum, the Concept Plan Addendum, and County Exchange Agreement Addendum, Development Agreement Addendum, are collectively referred to herein as the “**FEIS/EIR**”; and,

**WHEREAS**, pursuant to the Term Sheet, on May 20, 2013, the District approved by Resolution No. 13-19 a request for the City to approve GPA 2013-001 and SPA 2013-002; and, for the District to approve City-District Exchange Agreement, Development Agreement and Restated Conveyance Agreement, Bell Avenue Agreement, and McCain Smith Agreement; and,

**WHEREAS**, in the City-District Exchange Agreement, the City and District agreed to a further negotiation concerning the City’s acquisition from the District of an approximate 4.53 acre parcel of land located north of Valencia Avenue (the “**Valencia Parcel**”) that the City was interested in acquiring to accommodate a future park; and,

**WHEREAS**, the District owns in Fee an approximately 0.57 acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the “**Strip Parcel**”); and,

**WHEREAS**, the City and District, in connection with the negotiations for the City to acquire the Valencia Parcel also agreed that the District will convey the Strip Parcel to the City and that the McCain Smith Agreement will be terminated because, upon the conveyance of the Valencia Parcel to the City, the District will not own any land abutting the McCain-Smith Road; and,

**WHEREAS**, on June 23, 2014, the District certified an Environmental Analysis Checklist dated June 2014 by Resolution No. 14-18 (“**Valencia Parcel Agreement Environmental Analysis Checklist**”) to approve that certain Agreement Concerning Valencia Parcel (the “**Valencia Parcel Agreement**”); amend the Sublease to delete the Valencia Parcel, for the District to convey to the City by quitclaim deed the Strip Parcel, relinquish the District’s right to acquire fee title to the Valencia Parcel, approve an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Valencia and Strip Parcels from the definition of “**SOCCCD Property**,” terminate the McCain Smith Agreement, amend the lease dated August 8, 2013 by which the District leased back the temporary campus located on the Valencia Parcel from the City (“**Interim Lease**”) to extend the term for an additional 12 months (until August 30, 2017) for \$1 per year, with an option by the District to further extend for an additional 6 months; and,

**WHEREAS**, on June 23, 2014, the District approved by Resolution No. 14-19 the Valencia Parcel Agreement, an amendment to the Sublease, conveyance of the Strip Parcel to the City by quitclaim deed, relinquishment of the District’s right to acquire fee title to the Valencia Parcel, an amendment to the Development Agreement and Restated Conveyance Agreement, termination of the McCain Smith Agreement, and an amendment to the Interim Lease; and,

**WHEREAS**, the Project consists of the approval of the design documents for the first permanent building at ATEP for Irvine Valley College (First Building) and associated infrastructure improvements (Infrastructure Improvements). The First Building consists of about approximately 32,500 square feet of gross floor area in a two-story structure. Infrastructure Improvements include parking areas, utility line extensions, landscaping and stormwater management features, improvements to the existing Lansdowne Road, and two new access drives, one each from Valencia Avenue and the planned extension of Bell Avenue. The extension of Bell Avenue was previously analyzed under CEQA and approved by the Board of Trustees. The two new access drives are not part of the base bid, and are instead included as bid alternates that could be constructed. To ensure analysis of all possible impacts, this Project description assumes construction of the base bid condition plus both bid alternates; and,

**WHEREAS**, the above actions and its implementation activities are considered a project under CEQA and are referred to herein as the “**Project**”; and,

**WHEREAS**, the Project will be approved by the District and its agents, and the City and its agents. The District will also carry out and implement the Project, and is therefore the Lead Agency under CEQA. The City is the responsible agency for the Project. The City and District agreed to jointly prepare the appropriate CEQA document for their mutual use in approving aspects of the Project memorialized in that certain agreement entitled, “Agreement for CEQA Processing and Joint Defense” entered into by the City and District in October 2012; and,

**WHEREAS**, based on the analysis in the Initial Study and Addendum, the City and SOCCCD determined that the potential impacts of the Project were previously



analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guideless applies. The City and District determined that they would prepare an Addendum to: (1) evaluate whether the Project's environmental impacts were already analyzed in the FEIS/EIR; (2) document the District's and City's findings with respect to the Project and its environmental determinations; and, (3) evaluate and document that a new, supplemental or subsequent EIR, Negative Declaration ("ND"), or Mitigated Negative Declaration ("MND") or other CEQA document was not warranted; and,

**WHEREAS**, the Addendum documented that the Project will not have any effects that are not already examined in the previously certified FEIS/EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project; and,

**WHEREAS**, all feasible mitigation measures identified in the FEIS/EIR that are applicable to the Project are incorporated into subsequent actions that the District and City commit to fully implement; and,

**WHEREAS**, pursuant to CEQA Guidelines section 15168, subdivision (c), there are no new effects that could occur, and no new mitigation measures are required for the Project; and,

**WHEREAS**, there is no information indicating that the City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan/Reuse Plan; and,

**WHEREAS**, the Project is consistent with the General Plan, Specific Plan/Reuse Plan as revised, Development Agreement and Restated Conveyance Agreement, and the Planning Framework that was approved by the Board on June 22, 2015; and,

**WHEREAS**, the previously certified FEIS/EIR including the Addendum are adequate to serve as the required environmental documentation for the Project and its implementation, and satisfy all of the requirements and obligations of CEQA.

## **2. PROJECT DESCRIPTION.**

The Project consists of the approval of the design documents for the first permanent building at ATEP for Irvine Valley College (First Building) and associated infrastructure improvements (Infrastructure Improvements). The First Building consists of about approximately 32,500 square feet of gross floor area in a two-story structure. Infrastructure Improvements include parking areas, utility line extensions, landscaping and stormwater management features, improvements to the existing Lansdowne Road, and two new access drives, one each from Valencia Avenue and the planned extension of Bell Avenue. The extension of Bell Avenue was previously analyzed under CEQA and approved and approved by the Board of Trustees. The two new access drives are not part

of the base bid for the Project, and are instead included as bid alternates that could be constructed as part of the Project. To ensure analysis of all possible impacts, this Project description assumes construction of the base bid condition plus both bid alternates.

### **3. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE.**

#### **A. Preparation of the Addendum.**

- i) The City and District conducted reviews of the Project and its implementation pursuant to CEQA Guidelines, section 15002, subdivision (k) – known as the “Three Step Process” under CEQA.
- ii) The City and District examined the scope of the Project and its implementation and determined that these activities are a “project” pursuant to CEQA.
- iii) Based on its examination, the City and District determined that the Project and its implementation are analyzed in the FEIS/EIR, and that none of the conditions identified in Public Resources Code section 21166 or section 15162 of the CEQA Guideless apply. The Project and its implementation will not have any effects that are not already examined in the previously certified FEIS/EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project.
- iv) Therefore, the City and District determined that they would prepare an Initial Study and Addendum to: (1) document the City’s and District’s evaluation that the Project’s (and its implementation’s) environmental impacts are already adequately analyzed in the FEIS/EIR; (2) document the City’s and District’s findings with respect to the Project, its implementation, and the City’s and District’s environmental determinations related thereto; and, (3) document the City’s and District’s evaluation and determination that a new, supplemental or subsequent EIR, ND, or MND or other CEQA document is not warranted for the Project and its implementation. The entire Addendum/Initial Study is attached as **Exhibit 1** and incorporated herein by this reference as if fully stated in this Resolution.
- i) The Addendum was considered in conjunction with the FEIS/EIR, the MMRP, and the City’s Annual Mitigation Monitoring Status Report (“**MMRP Status Report**”).
- ii) The City and District have determined that an Addendum is an appropriate CEQA documentation because the Project and its implementation are already analyzed in the FEIS/EIR, no new mitigation measures are required, none of the conditions identified in Public Resources Code section 21166 or Section 15162 of the CEQA Guidelines applies, and there are no new significant

adverse project-specific or cumulative impacts in any environmental areas, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of the Project and its implementation. An agency may prepare an addendum to document its decision that a subsequent or supplemental EIR is not required. (CEQA Guidelines, § 15164, subds. (a) and (e) and § 15162, subd. (a).)

- iii) The Addendum relies on the FEIS/EIR for the evaluation of alternatives. The FEIS/EIR addressed a reasonable range of alternatives for the Tustin Legacy Project. The City is implementing Alternative 1 of the FEIS/EIR, and there is no information indicating that the City should have implemented a different Alternative or that a different Alternative is feasible. Consistent with section 15183 of the CEQA Guidelines, which addresses projects that are consistent with a community plan or zoning, there is no need to address new alternatives in this Addendum. Additionally, there are no circumstances cited in Section 15162 of the State CEQA Guidelines that require preparation of a subsequent EIR relative to alternatives.
- iv) The District provided adequate notice by posting the agenda on the District's website in accordance with the Brown Act and posted on the District website a Notice of Public Hearing that stated the District intends to rely on the previously certified FEIS/EIR for CEQA compliance for purposes of its adoption and implementation of the Project. A paper copy of the notice was placed on the public bulletin Board at both campuses and ATEP. The Notice of Public Hearing notified the public that the District's proposed activities are within the scope of the previously certified FEIS/EIR and that the FEIS/EIR adequately describes the District's activities for the purposes of CEQA.

#### **B. FEIS/EIR CEQA Impact Areas.**

- i) The following impact areas were addressed in the FEIS/EIR, and as discussed below, the Project and its implementation are within the scope of the previous FEIS/EIR, and there is no new information showing new impacts or that the impacts from the Project and its implementation will be more significant than described in the previously certified FEIS/EIR.

##### **(1) Aesthetics and Visual Quality.**

**Facts:** The Project would not cause aesthetic impacts that were not previously analyzed in the FEIS/EIR. The Project proposes to develop structures and uses that are the same as those proposed in the General Plan, Specific Plan/Reuse Plan, Development Agreement and Restated Conveyance Agreement, and the Planning Framework, and previously analyzed in the FEIS/EIR. The Project's square footage, height, setbacks, and other development standards are consistent with those in prior analyses. The FEIS/EIR anticipated that former MCAS buildings located on the Project site would be demolished and replaced with new construction. Visual changes to the Project vicinity have already occurred with the development of ATEP Phase I,

the RSCCD's Sheriff's Training Academy, the County's Abused Children's Shelter, residential neighborhoods north and south of Valencia Avenue, the Tustin Unified School District's Heritage Elementary School, as well as the demolition of buildings on the ATEP Site.

**Findings:** Based on the previously certified FEIS/EIR, the MMRP, MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its adoption are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to aesthetics and visual quality as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for aesthetics and visual quality. In addition, there are no applicable mitigation measures contained in the City's MMRP or MMRP Status Report for the FEIS/EIR with regard to aesthetics and visual quality. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Measures Not Being Implemented:** Mitigation Measure Vis-1, regarding urban design plan adoption in conjunction with any zoning ordinance amendments, is not the responsibility of the Project.

(2) **Agriculture Resources.**

**Facts:** There are no agricultural resources on the property. The impacts of the development of the Project were analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to agricultural resources that are identified as the result of the adoption and implementation of the Project. There is no new information relative to agricultural resources that was not in existence at the time the FEIS/EIS was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. As the result, no new mitigation measures are required in relation to impacts to agricultural resources.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Reports, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to agricultural resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation Monitoring Required:** In certifying the FEIS/EIR, the Tustin City Council adopted Findings of Fact and Statement in Overriding Consideration on January 16, 2001 concluding that impacts to agricultural resources are unavoidable (Resolution No. 00-90). No mitigation is required.

**Mitigation / Monitoring Not Being Implemented:** No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for agricultural resources. In addition, there are no applicable mitigation measures

contained in the City's MMRP for the FEIS/EIR with regard to agricultural resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**(3) Air Quality.**

**Facts:** The Project would not cause impacts to air quality that were not previously analyzed in the FEIS/EIR. The Tustin City Council adopted Findings and a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001 to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts for the Specific Plan/Reuse Plan. The City also adopted mitigation measures (AQ-1, AQ-2, AQ-3, and AQ-4) to reduce these unavoidable adverse impacts. Consistent with the findings in the FEIS/EIR, implementation of future development on the Project Site could result in significant unavoidable short-term construction air quality impacts because it is a part of the "project" analyzed in the FEIS/EIR for which this finding was made. Construction activities associated with the Project site were previously addressed in the FEIS/EIR.

Consistent with the findings in the FEIS/EIR, future development on the Project Site could result in significant unavoidable short-term construction air quality impacts because it is a part of the "project" analyzed in the FEIS/EIR for which this finding was made. Construction activities associated with the Project site were previously addressed in the FEIS/EIR. The Project implements the project analyzed in the FEIS/EIR. The proposed 32,492 square feet of built space and ancillary facilities are within the scope of the previously-analyzed total square footage of between 1,087,970 square feet and 1,710,780 square feet analyzed in the District/City Land Exchange Addendum. There would be no potential for new or increased significant adverse project-specific or cumulative impacts with regard to air quality that would occur as a result of the approval and implementation of the Project that was not previously analyzed in the FEIS/EIR.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to air quality that would occur as a result of the approval and implementation of the Project that was not previously analyzed in the FEIS/EIR. There is no new information relative to air quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with and previously analyzed in the FEIS/EIR and no new mitigation measures are required in relation to impacts to air quality.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and

- that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District and County, and will be implemented as described herein.
  - (3) The Tustin City Council adopted a Statement of Overriding Considerations for the FEIS/EIR on January 16, 2001, via Resolution No. 00-90, to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 that would trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures exist with regard to air quality as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** Specific mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR for both operational and construction-related activities for development at the Tustin Legacy Project. The mitigation measures for air quality impacts that are applicable to the Project include Mitigation Measures AQ-1, AQ-2, and AQ-3. The District will implement Mitigation Measure AQ-1 by complying with SCAQMD Rules to reduce short-term air pollutant emissions. Mitigation Measure AQ-2 will be implemented by requiring the use of low VOC architectural coatings for all interior and exterior painting operations as appropriate. Mitigation Measure AQ-3 which relates to Transportation Demand Management Plan ("TDM") will be implemented for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees.

As stated above, the FEIS/EIR also concludes that the Specific Plan/Reuse Plan related operational air quality impacts are significant and can not be fully mitigated. A Statement of Overriding Considerations for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001, to address significant unavoidable short-

term, long-term, and cumulative air quality impacts associated with all development of the Specific Plan/Reuse Plan. No new mitigation measures are required. The Project will implement the relevant mitigation measures of the City's adopted MMRP that are applicable to the Project.

**(4) Biological Resources.**

**Facts:** The Project would not cause impacts to biological resources that were not previously analyzed in the FEIS/EIR. The FEIS/EIR analyzed the future development of the ATEP Site and the associated biological impacts. No new areas will be developed under the Project. There is no southwestern pond turtle habitat on the Project Site. There are no new or increased significant adverse project-specific or cumulative impacts with regard to biological resources that would occur as a result of the adoption and implementation of the Project. In 2010 the U.S. Army Corps of Engineers ("ACOE"), Regional Water Quality Control Board ("RWQCB") and California Department of Fish and Game ("CDFG") determined that the ATEP Site does not contain land that is subject to their jurisdiction or that warrants their oversight. There is no other new information relative to biological resources that was not in existence at the time the FEIS/EIR were prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts on biological resources.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the previously certified FEIS/EIR, and that the Project and its implementation will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP and MMRP Status Report which are applicable (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.
- (3) The physical impacts resulting from the adoption and implementation of the Project are similar to those identified in the previously certified FEIS/EIR.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate impacts or mitigation measures with regard to biological resources as the result of the Project and its implementation. Specifically, there have not been: (1) changes to the Project that require major



revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** The mitigation measures applicable during implementation of the Project have been identified in the City's adopted MMRP and FEIS/EIR. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the MMRP Status Report, except that the District would not need to implement Mitigation Bio-1 because the Project would not affect jurisdictional waters of the United States or vegetated wetlands. With regard to Mitigation Bio-2, Bio-3, and Bio-4, which deal with the capture and relocation of southwestern pond turtles and restoration of southwestern pond turtle habitat, these measures do not apply to the Project and its implementation because no ponds exist on the Property and no southwestern pond turtles have been identified on the Property. However, prior to obtaining grading permits, the District will conduct an additional survey of the Property. If southwestern pond turtles are identified in the future survey, Mitigation Measures Bio-2, Bio-3, and Bio-4 will be implemented as necessary.

**Mitigation/Monitoring Not Being Implemented:** As discussed above, an additional survey of the Property will be conducted prior to obtaining grading permits. If the Property continues to reveal no presence of southwestern pond turtles, Mitigation Measures Bio-2, Bio-3, and Bio-4 will not need to be implemented as part of the Project.

#### **(5) Cultural and Paleontological Resources.**

**Facts:** The Project would not cause impacts to cultural resources that were not previously analyzed in the FEIS/EIR. The Project proposes to develop the same areas as proposed in the Specific Plan/Reuse Plan and previously analyzed in the FEIS/EIR. The Project is within the scope of the FEIS/EIR, and there are no new or increased significant adverse project-specific or cumulative impacts with regard to cultural and paleontological resources that are identified as the result of the adoption and implementation of the Project. It is possible that previously unidentified buried archeological or paleontological resources within the Project site could be discovered during grading and other construction activities. With the inclusion of Mitigation Measures Arch-2, Paleo-1 and Paleo-2, which require construction monitoring for cultural and paleontological resources, potential impacts to these resources can be reduced to a level of insignificance as found in the FEIS/EIR. The Project would not cause impacts to cultural resources. There continue to be no known cultural and

paleontological resources on the ATEP Site. There is no new information relative to cultural and paleontological resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. As the result, no new mitigation measures are required in relation to impacts to cultural and paleontological resources.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to cultural and paleontological resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the previously certified FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** Mitigation measures were adopted by the Tustin City Council in the FEIS/EIR. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The Project will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project. The District will implement Mitigation Measure Arch-2 by retaining a county-certified archeologist and conducting the required consultations prior to obtaining grading permits. The District will implement Mitigation Measures Paleo-1 and Paleo-2 by retaining a county-certified paleontologist and complying with the

requirements of the established Paleontology Resources Management Plan for the Project site.

**Mitigation/Monitoring Not Being Implemented:** Mitigation Measure Arch-1 pertains to a parcel outside of the Project area and not owned by the District, and therefore is not within the Project's responsibility. Mitigation Measures Hist-1, Hist-2, Hist-3, Hist-4, and Hist-5 regarding the historic blimp hangars do not apply to the District because the hangars are not on the Project site and are therefore not within the Project's responsibility.

**(6) Geology/Soils.**

**Facts:** Implementation of the Project would not cause any direct impacts to geology and soils. The Project proposes to develop the same areas as proposed in the Specific Plan and previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to geology and soils that are identified as a result of the adoption and implementation of the Project. There is no new information relative to geology and soils that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to geology and soils.

The FEIS/EIR found that impacts to soils and geology resulting from implementation of the Specific Plan/Reuse Plan would include non-seismic hazards (such as local settlement, regional subsidence, expansive soils, slope instability, erosion, and mudflows) and seismic hazards (such as surface fault displacement, high-intensity ground shaking, ground failure and lurching, seismically-induced settlement, and flooding associated with dam failure). The FEIS/EIR concluded that compliance with state and local regulations and standards, along with established engineering procedures and techniques, would avoid unacceptable risk or the creation of significant impacts related to geotechnical issues. No substantial change is expected during implementation of the Project from the analysis previously completed in the FEIS/EIR.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to geology and soils as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for geology and soils. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to geology and soils. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised mitigation measures for geology and soils. In addition, there are no new mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to geology and soils.

#### **(7) Greenhouse Gas Emissions.**

**Facts:** Implementation of the Project would not result in any increase in Greenhouse Gas ("GHG") emissions compared to the Specific Plan/Reuse analyzed in the FEIS/EIR. Emitting GHGs into the atmosphere is not itself an adverse environmental effect. Rather, it is the increased accumulation of GHGs, cumulative, in the atmosphere that may result in global climate change. The consequences of that climate change can cause adverse environmental effects. Due to the complex physical, chemical, and atmospheric mechanisms involved in global climate change, it is not possible to predict the specific impact to global climate change from one project's relatively small incremental increase in emissions. Therefore, the impact analysis considers cumulative impacts.

The Project implements the previously-approved and -analyzed project with no increase in building square footage, trip counts, or other factors that could potentially contribute to GHG emissions. The Project is consistent with the Southern California Association of Government's (SCAG) 2012-2035 Regional Transportation Plan/Sustainable Community Strategy (SCS). (See the Tustin land use maps used in support of the RTP/SCS, available at <http://rtpscs.scag.ca.gov/Pages/SCS-Maps-Tool.aspx>, that SCAG based the SCS upon and that show the Project is consistent

with the SCS.) On June 4, 2012, the California Air Resources Board (CARB) found that the SCS would achieve the 2020 and 2035 GHG emission reduction targets established by CARB pursuant to the Sustainable Communities and Climate Protection Act of 2008 (referred to as SB 375). The Project would comply with all federal, state, regional and local regulations that reduce GHGs. EPA and CARB are the only entities permitted to regulate GHG emissions from mobile sources under the Clean Air Act, and will reduce GHG mobile related emissions from the Project. There are no new or increased significant adverse project-specific or cumulative impacts with regard to GHG emissions that are identified as a result of the adoption and implementation of the Project. There is no new information relative to impacts from GHG emissions that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to GHG emissions.

**Findings:** Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Pursuant to Section 15162 of the CEQA Guidelines, the recent developments with respect to the regulatory environment on global climate change do not constitute “new information” of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous FEIS/EIR was certified and amended. The concept of global climate change has been publicly discussed and debated for many years now (as stated previously, the U.S. Congress starting studying climate change in 1978), and was certainly a known concern at the time the previous FEIS/EIR was certified. No comments were made on the draft Initial FEIS/EIR, the City of Tustin’s Supplement to the Initial FEIS/EIR, the City of Tustin’s Addendum, the LRP Addendum, the Concept Plan Addendum or the Exchange Agreement Addendum concerning the need to address the proposed projects impacts on global climate change. Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to GHGs as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the

circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required with regard to GHG emissions. In addition, there are no mitigation measures contained in the City's MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to GHG emissions. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised mitigation measures for GHG emissions, and no mitigation measures are contained in the City's MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to climate change.

#### **(8) Hazards and Hazardous Materials.**

**Facts:** Implementation of the Project will not cause any direct impacts to hazards and hazardous materials. The entire MCAS Tustin site was reviewed for hazardous materials prior to start of redevelopment activities. Federal regulations require the Navy to complete remediation of hazardous materials prior to conveyance of properties to other landowners. Portions of the Project Site are presently undergoing remediation, and therefore remain under Navy ownership. These areas are available for limited use by the future owners (the City and SOCCCD) under the LIFO agreement. The property will not be conveyed to the future owners until the Navy determines that all necessary remedial actions have been undertaken or a remediation system is operating properly and successfully. Asbestos-containing materials (ACMs) and lead-based paint (LBP) were identified in previous surveys within the Project Site. There are well-established existing laws and procedures for remediating these two conditions. Remediation of these conditions was addressed as part of a building demolition program on the ATEP Site. There are no new or increased significant adverse project-specific or cumulative impacts with regards to hazards and hazardous materials that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hazards and hazardous materials that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts from hazards and hazardous materials.

#### **Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects with regard to hazards or hazardous materials that were not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe impacts, or require the imposition of new mitigation measures.
- (3) As identified in the FEIS/EIR, the Project site is within the boundaries of the Airport Environs Land Use Plan (“**AELUP**”) and is subject to height restrictions. The Project does not propose changes to the height limitation included in the Specific Plan/Reuse Plan. Nor does the Project pose an aircraft-related safety hazard for future residents or workers. Therefore, there is no new impact or more severe impact caused by the Project or its implementation.
- (4) The Project site is not located in a wildfire danger area. Therefore, there are no new impacts or more severe impacts caused by the Project.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate impacts or mitigation measures with regard to hazards or hazardous materials as the result of the Project or its implementation. Specifically, the Project and its implementation will not cause or result in: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts will result from the Project and its implementation; therefore, no new or revised mitigation measures are required with regard to hazards and hazardous materials. In addition, there are no mitigation measures contained in the City’s MMRP Status Report for the FEIS/EIR with regard to hazards and hazardous materials. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised

mitigation measures with regard to hazards and hazardous materials, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to hazards and hazardous materials.

**(9) Hydrology/Water Quality.**

**Facts:** The Project will not cause direct impact to hydrology and water quality. While the Project would permit an increased development square footage, all such development would be required to comply with then-current Water Quality Management Plan ("WQMP") requirements imposed by the Santa Ana Regional Water Quality Control Board. Additionally, the Project does not include any change to setbacks or other development standards that impact drainage. There are no new or increased significant adverse project-specific or cumulative impacts with regard to hydrology/water quality that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hydrology/water quality that was not in existence at the time the FEIS/EIR was prepared. A Stormwater Pollution Prevention Plan ("SWPPP"), including an Erosion Control Plan, will be implemented during construction, and a Water Quality Management Plan ("WQMP") will be implemented during operations. Each of these plans includes Best Management Practices ("BMPs") to minimize impacts related to stormwater flows. As concluded in the FEIS/EIR, preparation of a WQMP for future development projects on the ATEP Site in compliance with all applicable regulatory standards would reduce water quality impacts from development activities to a level of insignificance. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to hydrology/water quality.

The Project would not result in new or substantially more severe impacts to water quality than what was previously identified in the FEIS/EIR. The Specific Plan/Reuse Plan considered the development of education-oriented and public services land uses on the Project Site. No increase in development intensity is proposed as part of the Project. The Project would not result in an increase of impervious surface area from the amount that was previously analyzed in the Specific Plan/Reuse Plan. The Project proposes no change to the drainage pattern and water management systems previously analyzed in the FEIS/EIR. The drainage pattern and water management systems in the ATEP Site vicinity would remain consistent with the Tustin Legacy Master Drainage Plan. Therefore, the analysis and conclusions in the FEIS/EIR relative to impacts related to groundwater supply, groundwater levels, or local recharge have not changed substantially. In addition, no change to the backbone drainage system is proposed. Therefore, no new or more severe impacts related to drainage patterns, drainage facilities, and potential flooding would result from the Project.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:



- (1) It has evaluated and documented that the Project's environmental effects are adequately analyzed and considered in the FEIS/EIR, and that the adoption and implementation of the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to hydrology and water quality as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** Compliance with existing rules and regulations would reduce any potential impacts related to water quality and groundwater to a level of insignificance and no new mitigation is required. The mitigation measures applicable during implementation (i.e., construction) of the Project have been identified in the City's adopted MMRP. Mitigation Measures WQ-1, WQ-2, and WQ-4 establish requirements related to preparation of a Stormwater Pollution Prevention Plan, compliance with Waste Discharge Requirements, and preparation of a Water Quality Management Plan, respectively. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the FEIS/EIR and MMRP Status Report.

**Mitigation/Monitoring Not Being Implemented:** Mitigation Measure WQ-3 requires the City and the Tustin Legacy Project master developer to participate in the Santa Ana Regional Water Quality Control Board's Nitrogen and Selenium Management Program Working Group and contribute to funding and implementing the Working Plan. Because this Mitigation Measure is the responsibility of the City and the master developer, it does not fall within the responsibility of the Project.

(10) **Land Use/Planning.**

**Facts:** Implementation of the Project will not cause any direct or indirect impacts to land use and planning. There would be no changes to building height restrictions, setbacks, signage, development intensity (the amount of total square footage and corresponding FAR), the vehicle trip cap and other development standards. The Project would not physically divide any Specific Plan/Reuse Plan land use (no community exists in the area of the ATEP Site), conflict with the Specific Plan/Reuse Plan, or conflict with any habitat conservation plan or natural community conservation plan. There are no new or increased significant adverse project-specific or cumulative impacts with regard to land use and planning that are identified as a result of the adoption and implementation of the Project. There is no new information relative to land use and planning that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to land use planning.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

**Mitigation/Monitoring Required:** The FEIS/EIR concludes that there will be no significant unavoidable land use impacts. The Project and its implementation do not result in new or increased land use impacts in comparison to those identified previously identified in the FEIS/EIR. The mitigation measures applicable to the Project have been implemented with adoption of the MCAS Tustin Specific Plan/Reuse Plan. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The Project will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project.

The Project will obtain all required grading and drainage permits and continue to comply with Mitigation Measure LU-2(k) as appropriate. Mitigation Measures LU-2(m), (n), (o), (p), (q), (r), and (s) are addressed in the Public Services and Facilities section.

**Mitigation/Monitoring Not Being Implemented:** Mitigation Measures LU-1 and LU-2 require the Cities of Tustin and Irvine respectively to amend their General Plans and zoning ordinances for the Tustin Legacy Project, and therefore are not within the responsibility of the Project. LU-2(a) requires the Cities of Tustin and Irvine to properly phase infrastructure construction, and therefore is not within the responsibility of the Project. LU-2(b) is not applicable to the District since the District is not recording applicable subdivision maps as part of the Project. Per the City's adopted 2008 Revised MMRP, the District recorded the necessary easements for the Property and Mitigation Measure LU-2(b) has been fulfilled.

Mitigation Measure LU-2(c), regarding funding construction of capital improvements, does not apply to the District's Category 1 land use because the City exempted the District's Property from fair share backbone infrastructure fees (per section 4.7.1.2 of the City Conveyance Agreement), and this continued in the Development Agreement and Restated Conveyance Agreement. Mitigation Measure LU-2(c) is implemented for Category 2 land uses by the terms in the Development Agreement and Restated Conveyance Agreement. Measures LU-2(g) and (i) are not applicable to the District because the Project is not within the 100-year flood plain (*see* Federal Emergency Management Agency Map dated August 9, 2002), and thus these Mitigation Measures are not within the responsibility of the Project. Mitigation Measure LU-2(h), regarding obtaining regulatory agency approvals prior to construction of regional flood control facilities, is not within the responsibility of the Project because it only applies to the Tustin Legacy master developer. Mitigation Measure LU-2(j), regarding local drainage systems, is not applicable because the District is not recording subdivision maps as part of the Project.

Mitigation Measure LU-2(l), regarding an agreement with OCFCD for fair share contributions to flood control facilities, is not applicable because the District is not recording applicable subdivision maps as part of its Project and the Mitigation Measure only applies to the City of Tustin. Mitigation Measure LU-2(t) is not applicable because no school fees are required for the District's Project. Mitigation Measure LU-2(u) is not applicable because the Project does not require a contribution to park facilities. Mitigation Measure LU-2(v) is not applicable to projects within the City of Tustin, and therefore is not within the Project's responsibility to implement. Measure LU-2(w), regarding the creation of a landscape maintenance district, is applicable to the Tustin Legacy master developer, and therefore, is not within the Project's responsibility to implement. Finally, Mitigation Measure LU-2(x) is not applicable to the Project because the District is not filing a subdivision map as part of its Project, the Project is not adjacent to the Barranca Channel, and the City will provide any necessary bikeways along Red Hill Avenue.

#### (11) Mineral Resources.

**Facts:** The Project would not cause new impacts to mineral resources that were not previously analyzed in the FEIS/EIR. There are no known mineral resources on the Project site. There are no new or increased significant adverse project-specific or cumulative impacts with regard to mineral resources that are identified as a result of

the adoption and implementation of the Project. There is no new information relative to mineral resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to mineral resources.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to mineral resources as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for mineral resources. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to mineral resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised mitigation measures for mineral resources, and no mitigation measures are contained in the MMRP for the FEIS/EIR with regard to mineral resources.

(12) **Noise.**

**Facts:** Implementation of the Project will not cause any direct or indirect impacts to noise. No new or increased significant adverse project-specific or cumulative impacts with regard to noise would occur as a result of the approval and implementation of the Project. There is no new information relative to noise that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to noise.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to noise as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** The FEIS/EIR concludes that with implementation of identified mitigation measures, there will be no impacts related to noise. The adoption and implementation of the Project does not increase the severity of the noise impacts identified in the previously certified FEIS/EIR. Therefore, no refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** Mitigation Measure N-1 is not applicable to the Project, as no residential buildings are being reused as part of the

Project. Mitigation Measure N-2, regarding noise studies on surrounding properties during design of the intersection at Tustin Ranch Road at Edinger Avenue, has been completed by the City of Tustin. This measure applies to the City of Tustin, and is therefore not within the responsibility of the Project. Mitigation Measure N-3 is not applicable to the Project, as no construction is proposed and no building permits will be required to implement the Project. Mitigation Measure N-4, regarding noise studies adjacent to Warner and Harvard Avenues, also only applies to the City of Tustin and is therefore not within the responsibility of the Project.

(13) **Population/Housing.**

**Facts:** Implementation of the Project would have no impacts to population and housing because the Project does not change City population or the number of housing units. There are no new or increased significant adverse project-specific or cumulative impacts with regard to population and housing that are identified as a result of the adoption and implementation of the Project. There is no new information relative to population and housing that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to population and housing.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to population and housing as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant

effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for population and housing. In addition, there are no mitigation measures contained in the MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

(14) **Public Services and Facilities.**

**Facts:** Implementation of the Project will not cause any direct impacts to public services. The Project will not increase infrastructure capacity or building development beyond that previously analyzed by FEIR/EIS. Implementation of the Project will require compliance with existing Orange County Fire Authority ("OCFA") regulations regarding construction materials and methods, emergency access, water mains, fire flow, fire hydrants, sprinkler systems, building setbacks, and other relevant regulations. Adherence to these regulations will reduce the risk of uncontrollable fire and increase the ability to efficiently provide fire protection services to the ATEP Site. Pursuant to the FEIS/EIR, the existing fire stations in the Project vicinity with additional firefighting personnel and equipment will meet the demands created by development of Tustin Legacy. In addition, the City has started construction of an additional fire station at the intersection of Edinger Avenue and Kensington Park Drive, less than one mile east of the Project site. The Irvine Valley College Police Department has a similar level of law enforcement capabilities as Tustin Police Department officers, including the capacity to cite and arrest offenders. They also have access to the emergency radio network that is shared with the Tustin Police Department, Orange County Sheriff's Department, OCFA, and other emergency personnel. The ATEP Site is patrolled and serviced 24 hours per day by a combination of the Irvine Valley College police and security services that are under the management of the Irvine Valley College police. The Project does not include any residential development. Therefore, the Project does not generate K-12 students and there is no impact to schools. Consistent with the Specific Plan, the Project does not include any park development. There are no new or increased significant adverse project-specific or cumulative impacts with regard to public services and facilities that are identified as a result of the adoption and implementation of the Project. There is no new information relative to public services and facilities that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to public services and facilities.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project and its implementation will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's adopted MMRP which are applicable (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein. No changes to the mitigation measures are needed.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to public services as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** The FEIS/EIR concluded that there will be no significant unavoidable impacts related to public services. The Project and its implementation will not result in any new or increased impacts to public services beyond those identified in the FEIS/EIR. Therefore, no new mitigation measures are required.

The District will implement Mitigation Measure LU-2(m) by ensuring adequate public services are included to serve the Project as the result of the adoption and implementation of the Project, as described in the MMRP Status Report. Under Mitigation Measure LU-2, the City is responsible for ensuring that adequate fire protection, police protection, library, and parks and recreational facilities needed to adequately serve the Tustin Legacy Project is provided as necessary. The District will implement Mitigation Measures LU-2(o), (p), (q), and (r) by coordinating directly with OCFA regarding potential fire protection impacts of the Project. The District's Fire Master Plan and the Project plans have been reviewed and approved by



OCFA, and installation of the Fire Master Plan is in progress. Mitigation Measure LU-2(s), regarding police protection, has been implemented by the District, and the Tustin Police Department has been consulted regarding the existing ATEP Site. The District will continue to coordinate with the Tustin Police Department on issues relating to the policing of the District's Property.

**Mitigation/Monitoring Not Being Implemented:** Mitigation Measure LU-2(n) is required to be implemented by the City of Tustin and/or the City of Irvine, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(t) regarding the payment of school fees is not applicable to the Project, and therefore is not within the responsibility of the Project. Mitigation Measures LU-2(u) and (v) regarding the contribution of park facilities are also not applicable to the Project, and are therefore not within the responsibility of the Project. Mitigation Measure LU-2(w) regarding the creation of a landscape maintenance district is the responsibility of the Tustin Legacy Project master developer, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(x) regarding agreements with the County of Orange Harbors and Beaches and the City of Tustin for trail improvements are not applicable to the Project, and therefore they are not within the responsibility of the Project.

(15) **Recreation.**

**Facts:** The Project would not result in uses that would result in increased use of or demand for parks or recreational facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to recreation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to recreation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to recreation.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to recreation as the result of the adoption and implementation of the Project.

Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts would result from the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for recreation. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised mitigation measures for recreation or recreational facilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities.

#### **(16) Transportation/Traffic.**

**Facts:** The Project does not modify the roadway system.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to traffic that are identified as a result of the adoption and implementation of the Project. The Project includes improvements to one existing access point (Lansdowne Road, Access #1) and two other access points, one each from Valencia Avenue east of Lansdowne Road (Access #2) and Bell Avenue (Access #3). The three access points were previously analyzed in the District/City Land Exchange Addendum, which included a Traffic Study. The Project does not propose any significant adjustments to the location or design of the three access points, nor does it increase the amount of traffic by adding square footage beyond that which was previously analyzed.

On-site circulation would include a system of sidewalks, pedestrian walkways, and bicycle lanes connecting Valencia Avenue, Bell Avenue, and the First Building. Bicycle lanes will connect to the existing Class II bicycle lane on Valencia Avenue and the planned Class II bicycle lane on Bell Avenue. With these features, the Project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. There is no new information relative to traffic that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to traffic.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects of the Project and its implementation are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the adoption and implementation of the Project will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures. The mitigation measures from the City's MMRP which are applicable to the Project (specified below) are hereby ratified and adopted by the District, and will be implemented as described herein.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to traffic and transportation as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project than originally considered by the previously certified FEIS/EIR. Therefore, no new or revised mitigation measures are required. The District will implement Mitigation Measure T/C-1 by submitting its traffic operations and control plan to the City prior to the construction of new buildings.

**Mitigation/Monitoring Measures Not Being Implemented:** Mitigation Measures T/C-2 through T/C-9 are implemented by the City and/or the City of Irvine, and therefore are not within the Project's responsibility to implement. Likewise, Mitigation Measures IA-1 and IA-2 are implemented by the City and/or the City of Irvine, and therefore are not within the Project's responsibility to implement. The District is not required to implement Mitigation Measures T/C-3, T/C-5, I/A-4, and IA-5. For Mitigation Measures IA-6 and IA-7, the City determined that no off-site roadway improvements are needed on the Project site.

**(17) Utilities/Service Systems.**

**Facts:** Implementation of the Project would not cause any direct impacts to utilities and service systems. There are no new or increased significant adverse project-specific or cumulative impacts with regard to utilities/services systems that are identified as a result of the adoption and implementation of the Project. The Project would not result in any changes to the utilities plan presented in the Specific Plan. Any demolition, removal, replacement, and connection with new underground utilities and service systems in the adjoining streets would occur as previously analyzed in the FEIS/EIR. Project facilities would comply with local and State code requirements related to water efficiency and the minimization of wastewater and solid waste generation. Impacts related to these utilities were evaluated in the FEIS/EIR and addenda; the Project would not result in any increase in water use and wastewater and solid waste generation over the prior analyses. Relative to stormwater, the Project would be required to implement a WQMP consistent with current standards. This would result in substantial on-site water retention and infiltration, thereby reducing off-site drainage flows and minimizing impacts to the local drainage system. All storm drains would be designed in compliance with the Tustin Legacy Master Drainage Plan. There is no new information relative to utilities and service systems that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR, and no new mitigation measures are required in relation to impacts to utilities and service systems.

**Findings:**

Based on the previously certified FEIS/EIR, the MMRP, the MMRP Status Report, and the entire record before the Board of Trustees, the Board of Trustees finds that:

- (1) It has evaluated and documented that the environmental effects resulting from the adoption and implementation of the Project are adequately analyzed and considered in the FEIS/EIR, and that the Project will not result in any environmental effects that are not analyzed and considered in the previously certified FEIS/EIR.
- (2) It has also evaluated and documented that the Project and its implementation will not cause any new environmental impacts, more severe environmental impacts, or require the imposition of new mitigation measures.

Based on the foregoing, the Board of Trustees finds that none of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to utilities and service systems as the result of the adoption and implementation of the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the

Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

**Mitigation/Monitoring Required:** No new impacts or substantially more severe impacts will result from adopting and implementing the Project; therefore, no new or revised mitigation measures are required for public utilities. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

**Mitigation/Monitoring Not Being Implemented:** There are no new or revised mitigation measures for public utilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities.

#### **4. PUBLIC HEARING.**

- A. Public hearing notices for the Board of Trustees' public hearing were posted on the District's website, and paper copies of the notice were posted on the public bulletin board at both campuses and ATEP. The public notice invited all interested persons to attend the public hearing and express opinions about the Project and CEQA compliance related thereto.
- B. The Project and Addendum were made available upon request for public inspection at the District offices and the two campuses. The documents were also made available for public inspection at the public hearing in the Board of Trustees' boardroom.
- C. On April 25, 2016, the Board of Trustees held a public hearing pertaining to the approval of the Project and certification of the Addendum under CEQA for the purpose of hearing and considering any comments from the public about these documents before the Board of Trustees made a decision about the Project.

#### **5. RECORD OF PROCEEDINGS.**

##### **A. Scope of the Record.**

- i) The record of proceedings upon which the Board of Trustees bases the findings in this Resolution the documents and evidence relied upon by the District in preparing the Project and Addendum.

**B. Custodian of the Record.**

- i) The custodian of the record of proceedings is Dr. Debra Fitzsimons, Vice Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

**6. FINDINGS.**

**NOW THEREFORE**, be it resolved by the Board of Trustees of the South Orange County Community College District as follows:

1. That the above recitals, information, facts, and findings are true and correct, and are hereby adopted in their entirety as set forth above.
2. The District is continuing to develop the ATEP Site as an education-oriented development consistent with the General Plan, the Specific Plan/Reuse Plan, LRP, the Development Agreement and Restated Conveyance Agreement, and the Planning Framework;
3. The Project and its implementation constitute a “project” under CEQA.
4. Before considering the certification of the Addendum for the Project, the District Board of Trustees has fully considered any and all verbal or written comments on any documents before the Board of Trustees.
5. That on April 25, 2016, the Board of Trustees held a duly noticed public hearing at which time the public was give the opportunity to comment on the Project and the Addendum.
6. The Board of Trustees has independently reviewed and considered the Addendum in conjunction with the Navy’s ROD, the FEIS/EIR, the MMRP, MMRP Status Report, and all of the other documents that compose the entire record before the Board of Trustees, and all comments made during the public hearing, before the Board of Trustees made a decision on the District’s adoption and implementation of the Project.
7. The Board of Trustees, based upon its independent review and consideration of the facts and requirements of CEQA, has determined with certainty, on the basis of substantial evidence in the light of the whole record, that:
  - a. The Project and its implementation were examined in light of the FEIS/EIR and other documents identified above and it is determined that the Project and its implementation have already been adequately analyzed in the FEIS/EIR;
  - b. There are no substantial changes proposed by the Project and the circumstances under which the Project will be implemented and undertaken that have the potential to cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and that there is no new information

of substantial importance that affects the analysis in the FEIS/EIR or its mitigation measures;

c. The adoption and implementation of the Project will not have any effects that are not already examined in the FEIS/EIR, there are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that are identified, nor will any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project;

d. That there is no possibility that the adoption and implementation of the Project may have a significant effect on the environment;

e. All feasible mitigation measures identified in the FEIS/EIR that are applicable to the Project and its implementation are incorporated into subsequent actions that the District commits to fully implement;

f. There is no information indicating that the City should implement a different Alternative or that a different Alternative is feasible for the Specific Plan/Reuse Plan;

g. The Project and its implementation does not propose substantial changes to the Project which will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;

h. There are no substantial changes in circumstances under which the Project will be implemented and undertaken that will require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;

i. No new information of substantial importance as described in subsection (a)(3) of Section 15164 of the CEQA Guidelines has been revealed that will require major revisions to the FEIS/EIR or its conclusions as the result of the Project and its implementation;

j. None of the conditions identified in CEQA Guidelines section 15162 exist and trigger the need to prepare a subsequent or supplemental EIR to evaluate Project impacts or mitigation measures with regard to the Project. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effects or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete; and,

k. Pursuant to CEQA Guidelines section 15168, subdivision (c), there are no new effects that could occur as the result of the adoption and implementation of the Project, and no new mitigation measures are required for the adoption and implementation of the Project.

Therefore, the Board of Trustees finds that the previously certified FEIS/EIR, including the MMRP and MMRP Status Report are adequate to serve as the required environmental documentation for the adoption and implementation of the Project, and satisfy all of the requirements of CEQA.

8. That the Board of Trustees does hereby certify the Addendum for the Project, attached as **Exhibit 1**.

9. That the Board of Trustees does hereby ratify and adopt the mitigation measures identified in the FEIS/EIR, MMRP and MMRP Status Report as discussed in this Resolution above.

10. That the Board of Trustees, after fully considering any and all oral and written comments and evidence offered at the public hearing, does hereby determine that the Project will not have any impacts that were not previously analyzed in the FEIS/EIR.

11. The Notice of Determination for the Project Addendum will be filed with the Orange County Clerk and the State Clearinghouse immediately following the Board of Trustees' approval of the Project and Addendum.

**PASSED AND ADOPTED** by the Board of Trustees of the South Orange County Community College District on April 25, 2016.

\_\_\_\_\_  
Timothy Jemal, President

\_\_\_\_\_  
James R. Wright, Vice President

\_\_\_\_\_  
David B. Lang, Clerk

\_\_\_\_\_  
Marcia Milchiker, Member

\_\_\_\_\_  
Barbara J. Jay, Member

\_\_\_\_\_  
T.J. Prendergast, III, Member

\_\_\_\_\_  
Terri Whitt, Member

\_\_\_\_\_  
Gary L. Poertner, Chancellor  
And Secretary to the  
Governing Board



**Exhibit 1:**

**“Project Addendum/Initial Study”**

**ATEP FIRST BUILDING AND INFRASTRUCTURE IMPROVEMENTS  
TUSTIN, CALIFORNIA**

**MCAS TUSTIN SPECIFIC PLAN  
ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT  
ADDENDUM/INITIAL STUDY**

**SCH NOS. 1982040906/94071005**

Prepared for:



South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, California 92692

Prepared by:

**E | P | D SOLUTIONS, INC.**

EPD Solutions, Inc.  
2030 Main Street, Suite 1200  
Irvine, California 92614

March 2016

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ATEP First Building and Infrastructure Improvements  
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## 1. Introduction

### 1.1 Project Summary

The Project consists the construction of the first permanent building of the Advanced Technology Education Park (ATEP) (First Building) and associated infrastructure improvements (Infrastructure Improvements). The First Building consists of about approximately 32,500 square feet of gross floor area in a two-story structure. Infrastructure Improvements include parking areas, utility line extensions, landscaping and stormwater management features, improvements to the existing Lansdowne Road, and two new access drives, one each from Valencia Avenue and the planned extension of Bell Avenue. (The extension of Bell Avenue was previously analyzed and approved and is not a part of the Project.) The two new access drives are not part of the base bid for the project, and are instead included as bid alternates which would be constructed as part of the Project at the discretion of the SOCCCD. To ensure analysis of all possible impacts, this project description assumes construction of the base bid condition plus both bid alternates.

The Project will be approved, carried out, and implemented by SOCCCD as Lead Agency and the City of Tustin (City) as a Responsible Agency.

### 1.2 Organization of Addendum

The organization of this CEQA document is according to the following sections:

- Section 1: Introduction
- Section 2: Project Description
- Section 3: Environmental Evaluation
- Section 4: Summary of Mitigation Measures
- Section 5: Sources/Acronyms
- Section 6: Report Preparers
- Appendix

This Addendum incorporates the Environmental Checklist Form from Appendix G of the State CEQA Guidelines as the Initial Study. The environmental issue impact questions contained in Section 3 of this document also conform to the required contents of this Environmental Checklist Form.

### 1.3 Previous Environmental Documentation

A Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin was prepared by the City of Tustin and the Department of the Navy (Navy) in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) dated October 1996, as amended by the Errata dated September 1998. The Mitigation Monitoring and Reporting Program (MMRP) for the FEIS/EIR was adopted by the City on January 16, 2001 (Resolution 00-90). On March 3, 2001, a Record of Decision (ROD) was issued by the Navy approving the FEIS/EIR and the Specific Plan.

There have been one supplement and five addenda to the FEIS/EIR. The City of Tustin certified a supplement to the FEIS/EIR on December 4, 2004 and an addendum on April 3, 2006. The District certified an addendum on November 12, 2008 (SOCCCD Resolution 08-35) related to the approval of a Long Range Academic & Facilities Plan and a Long Range Academic Plan for the Advanced Technology & Education Park (ATEP) campus; an addendum on March 24, 2009 (SOCCCD Resolution 09-05) related to a Concept Plan for Phase 3A of the ATEP campus (Phase 3A Concept Plan Addendum); an addendum on December 5, 2011 (SOCCCD Resolution 11-38) related to an exchange of land between the District and the County of Orange; and an addendum on May 20, 2013 (SOCCCD Resolution 13-18) related to an exchange of land between the

District and the City, a Development Agreement and Restated Conveyance Agreement, and Infrastructure and Payment Agreements for the construction of Bell Avenue and McCain Smith/McCord Roads (District/City Land Exchange Addendum). The original FEIS/EIR document, the supplement, and the City's and District's addenda are collectively referred to herein as the "FEIS/EIR." In addition, the City has certified multiple CEQA documents associated with prior amendments to the MCAS Tustin Specific Plan and development projects within Tustin Legacy.

Section 1.5.2 of the FEIS/EIR states that the FEIS/EIR is a Program EIR and it is intended to be used as the CEQA compliance document for all public and private actions made in furtherance of, the Specific Plan. The FEIS/EIR analyzed the environmental consequences of the Navy disposal and local community reuse of the MCAS Tustin per the Reuse Plan and the MCAS Tustin Specific Plan/Reuse Plan (referred to in this document as the Specific Plan). The CEQA analysis also analyzed the environmental impacts of certain "Implementation Actions" that the City of Tustin and City of Irvine must take to implement the MCAS Tustin Specific Plan, including but not limited to the adoption by the City of Tustin of the MCAS Tustin Specific Plan and adoption of the MCAS Tustin Redevelopment Plan.

The MCAS Tustin Specific Plan proposed and the FEIS/EIR analyzed a multi-year development period for the planned urban reuse project (Tustin Legacy). When individual activities within the Specific Plan are proposed, the lead agency is required to examine the individual activities to determine if their effects were fully analyzed in the FEIS/EIR. The agency can approve the activities as being within the scope of the project covered by the FEIS/EIR. If the agency finds that pursuant to Sections 15162, 15163, 15164, and 15183 of the CEQA Guidelines no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur, then no supplemental or subsequent EIR is required.<sup>1</sup>

#### 1.4 Purpose of this Addendum

Pursuant to Sections 15051 and 15367 of the State CEQA Guidelines, SOCCCD is the Lead Agency for the CEQA compliance associated with the Project because it will approve, carry out, and implement the Project and will be the first agency to approve the Project. The City will be a responsible agency.

Based on the analysis in this Initial Study and Addendum, the SOCCCD determined that the potential impacts of the Project were previously analyzed in or are substantially similar to the impacts analyzed in the FEIS/EIR and that none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines apply. The SOCCCD determined that they would prepare this Addendum to: (1) evaluate whether the Project's environmental impacts were already analyzed in the FEIS/EIR; (2) document the District's findings with respect to the Project and its environmental determinations; and, (3) evaluate and document that a new, supplemental or subsequent EIR, Negative Declaration (ND), or Mitigated Negative Declaration (MND) or other CEQA document was not warranted.

This Addendum is the appropriate CEQA documentation for the project because:

- the Project does not change the land uses that are currently permitted within the MCAS Tustin Specific Plan, the impacts of which have been previously analyzed in the FEIS/EIR and addenda;
- the Project would not permit an intensification of permitted uses that would lead to increased environmental impacts beyond those that are already identified in the FEIS/EIR and addenda;
- the Project does not modify previously-analyzed projects in any substantive way;
- no new mitigation measures are required;
- none of the conditions identified in Public Resources Code Section 21166 or Section 15162 of the CEQA Guidelines apply; and,
- no new significant adverse project-specific or cumulative impacts in any environmental areas were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project.

<sup>1</sup> MCAS Tustin Zone Change (Specific Plan Amendment) 05-002, DDA and Development Plan Addendum, p. 1-1.

## 1.5 Basis for an EIR Addendum

An agency may prepare an addendum to a prior EIR pursuant to CEQA Guidelines Section 15164 that states, in pertinent part, that: "The lead agency [...] shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred." An agency may prepare an addendum to document its decision that a subsequent EIR is not required. (CEQA Guidelines Section 15164, subdivisions (a) and (e) and Section 15162, subdivision (a))

The Project is consistent with and aids in the implementation of the MCAS Tustin Specific Plan and the Development Agreement and Restated Conveyance Agreement (DA). Specifically, the Project is considered to be in Land Use Category 1 of the DA and would not change the overall intent of the Education Village (PA-1), which is described as a "specialized educational environment with an array of public-serving uses" (MCAS Tustin Specific Plan, pg. 2-10). The uses permitted by the DA further SOCCCD's educational mission as discussed in SOCCCD's Long-Range Academic and Facilities Plan, dated October 2008 and which was the subject of an addendum certified on November 12, 2008 (SOCCCD Resolution 08-35). Further, relative to the overall Tustin Legacy development, the Project would not significantly change the intensity or scale of development approved in the Specific Plan, District's DA, Long-Range Academic and Facilities Plan (LRP), Concept Plan, Land Exchange Agreement, or analyzed in the previously certified FEIS/EIR. There are no new significant impacts resulting from the Project, nor is there any substantial increase in the severity of any previously identified environmental impacts. In addition, the circumstances under which the Project would be implemented would not result in new or more severe significant environmental impacts.

None of the conditions described in Section 15162 of the CEQA Guidelines have occurred. Specifically, there have not been: (1) changes to the Project that require major revisions to the previously certified FEIS/EIR or addenda due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions to the previous FEIS/EIR or addenda due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR or addenda was certified as complete. SOCCCD will continue to comply with the adopted applicable MMRPs.

## 1.6 Evaluation of Alternatives

CEQA requires a comparative evaluation of a Project and alternatives to the Project, including the "No Project" alternative. This Addendum relies on the FEIS/EIR for the evaluation of alternatives. The FEIS/EIR addressed a reasonable range of alternatives for the project. The City of Tustin is implementing Alternative 1 of the FEIS/EIR, and there is no information indicating that the City should implement a different alternative or that a different alternative is feasible.

Consistent with Section 15183 of the State CEQA Guidelines that identifies which environmental evaluation is required for projects that are consistent with a community plan or zoning, there is no need to address new alternatives in this Addendum. Additionally, there are no circumstances cited in Section 15162 of the State CEQA Guidelines, which require preparation of a subsequent EIR relative to alternatives.

## 1.7 Summary of Findings

Based on the initial study analysis and environmental checklist prepared for the Project and pursuant to Section 15162, 15163, 15164, and 15183 of the CEQA Guidelines, SOCCCD has determined, on the basis of substantial evidence in the light of the whole record, that:

- The Project was examined in light of the FEIS/EIR and addenda and has been adequately analyzed in the FEIS/EIR and addenda because the Project does not substantively modify the previously-analyzed proposal included in the MCAS Tustin Specific Plan;
- The Project would not have any effects that were not already examined in the FEIS/EIR and addenda, no new mitigation measures are required, and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of implementing the Project;
- All feasible mitigation measures identified in the FEIS/EIR and addenda have been incorporated into subsequent actions that the City and SOCCCD commit to fully implement;
- There is no information indicating that a different Alternative should be implemented or is feasible under the MCAS Tustin Specific Plan;
- The Project does not propose substantial changes to the MCAS Tustin Specific Plan or DA which would require major revisions to the FEIS/EIR due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR;
- There have been no substantial changes in circumstances under which the Project would be undertaken that would require major revisions to the FEIS/EIR and addenda due to new or substantially more severe significant environmental effects than previously analyzed in the FEIS/EIR and addenda; and
- No new information of substantial importance as described in subsection (a)(3) of Section 15164 has been revealed that would require major revisions to the FEIS/EIR and addenda or their conclusions.

## 1.8 Intended Use of this Addendum

This Addendum, which includes the Environmental Checklist/Initial Study for the Project, will serve as the appropriate CEQA documentation for all applicable public agency decision-makers and the public regarding the objectives and components of the Project. The CEQA Guidelines defines an Initial Study as a preliminary analysis prepared by a Lead Agency to determine whether a new, supplemental, or subsequent EIR, ND, or MND or other CEQA document must be prepared or to identify the significant environmental effects to be analyzed in an EIR.<sup>2</sup>

This Addendum has been prepared in accordance with the following:

- California Environmental Quality Act of 1970 (Public Resources Code Sections 21000-21177);
- California Code of Regulations, Title 14, Division 6, Chapter 3 (State CEQA Guidelines, Sections 15000-15387); and,
- SOCCCD guidelines for the implementation of CEQA.

This Addendum is intended to serve as the CEQA document for any activities by the City, SOCCCD, or any responsible or other agency's actions in implementing, approving, permitting, or carrying out the Project in any other way.

## 1.9 Environmental Checklist Form

This checklist and the following evaluation of environmental impacts takes into consideration the preparation of environmental documents prepared at an earlier stage in the Project. Therefore, the checklist and analysis

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<sup>2</sup> California Code of Regulations, Title 14, Division 6, Chapter 3 (State CEQA Guidelines), Sections 15365 and 15367.



evaluate whether the environmental effects of the Project were covered in the FEIS/EIR pursuant to Section 15162 and 15168 of the CEQA Guidelines.

The FEIS/EIR analyzed a multi-year development period for the Tustin Legacy planned urban reuse project. When individual development activities within the MCAS Tustin Specific Plan are proposed, the lead agency is required to examine individual activities to determine if their effects were fully analyzed in the FEIS/EIR. The lead agency can approve the activities as being within the scope of the project covered by the FEIS/EIR if the agency finds that pursuant to Sections 15162, 15163, 15164, and 15183 of the CEQA Guidelines that no new effects would occur, nor would a substantial increase in the severity of previously identified significant effects occur. Then the lead agency can determine that no supplemental or subsequent environmental document is required.

The Project will be approved, carried out, and implemented by SOCCCD. As lead agency, SOCCCD has prepared this comprehensive Environmental Checklist to determine if the Project is within the scope of the FEIS/EIR and if new effects would occur as a result of the Project and to document its findings in this Addendum.

1.9.1 Project Title

ATEP First Building and Infrastructure Improvements

1.9.2 Lead Agency Name, Address and Contact Person

South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attention: Dr. Debra Fitzsimons, Vice Chancellor  
(949) 582-4664

1.9.3 Responsible Agency Name, Address and Contact Person

City of Tustin  
300 Centennial Way  
Tustin, California 92780  
Attention: Elizabeth Binsack, Community Development Director  
(714) 573-3140

1.9.4 Project Location

West of Armstrong Avenue, south of Valencia Avenue, east of Red Hill Avenue and north of Warner Avenue within the Tustin Legacy development (former MCAS Tustin).

1.9.5 Project Sponsor's Name and Address

South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attention: Dr. Debra Fitzsimons, Vice Chancellor

1.9.6 General Plan Designation – Existing

MCAS Tustin Specific Plan

1.9.7 Zoning - Existing

MCAS Tustin Specific Plan (SP-1 Specific Plan). The Project site is also covered by an existing DA.

The Specific Plan designation for the Project site is Education Village (PA 1), located within Neighborhood A.

1.9.8 Other Public Agencies Approvals Required

The project is subject to the following approvals by the City of Tustin:

- Site Plan and Design Review (Limited Site Plan Review for Land Use Category 1)
- Issuance of a Grading Permit

1.9.9 Environmental Factors Potentially Affected

Any environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages. The following table provides a summary of these environmental issue areas.

Table 1. Environmental Factors Potentially Affected

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Population and Housing
<input type="checkbox"/> Agriculture Resources	<input type="checkbox"/> Hazards/Hazardous Materials	<input type="checkbox"/> Public Services
<input type="checkbox"/> Air Quality	<input type="checkbox"/> Hydrology/Water Quality	<input type="checkbox"/> Recreation
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Land Use and Planning	<input type="checkbox"/> Transportation/Circulation
<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Utilities/Service Systems
<input type="checkbox"/> Geology and Soils	<input type="checkbox"/> Noise	<input type="checkbox"/> Mandatory Findings of Significance

1.9.10 Environmental Determination

Based on this initial evaluation, the following table identifies the environmental determination.

Table 2. Environmental Determination

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	<input type="checkbox"/>
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	<input type="checkbox"/>
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	<input type="checkbox"/>
I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	<input type="checkbox"/>
I find that although the proposed project could have an effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided, mitigated or overridden pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	<input checked="" type="checkbox"/>

Signature

Date

Dr. Debra Fitzsimons, Vice Chancellor  
 South Orange County Community College District

## 2. Project Description

### 2.1 Project Site Location and Composition

The Project site is located in the City of Tustin in the County of Orange within the former MCAS Tustin, now referred to as "Tustin Legacy" (regional map in Figure 1). Although MCAS Tustin's boundary covered an area within the cities of Irvine and Tustin, Tustin Legacy encompasses only the area within the City of Tustin. Tustin Legacy is a 1,511-acre mixed-use project, which will ultimately include housing, various commercial businesses, a various light industrial uses, schools, and community and regional parks. Portions of Tustin Legacy are developed, including an approximately one-million-square-foot outdoor shopping mall called "The District," single- and multi-family home communities, an elementary school, a homeless/transitional shelter, an abused and neglected children facility, a sheriff academy facility, Phase I of the ATEP campus and focal parks. The city of Santa Ana borders Tustin Legacy to the west and southwest.

Tustin Legacy is in close proximity to five freeways: the Costa Mesa (SR-55), Santa Ana (I-5), Laguna (SR-133), Garden Grove (SR-22), and San Diego (I-405) freeways (see Figure 1). Major roadways bordering Tustin Legacy include Red Hill Avenue on the west, Edinger Avenue/Irvine Center Drive on the north, Jamboree Road on the east, and Barranca Parkway on the south. Jamboree Road provides access to the Eastern Transportation Corridor (SR-261 toll road). John Wayne Airport is located approximately 3.5 miles to the south, and the Tustin Metrolink Commuter Rail Station is located approximately 1½ miles to the northeast of the Project site. The Project site is located near the northwestern corner of Tustin Legacy.

The Project site consists of 9.4 acres, which is a part of the 62-acre ATEP site. The ATEP site is located within PA 1, which is a 128.3-acre portion of Neighborhood A (Figure 2). To the west of the Project site is the Orange County Rescue Mission and Red Hill Avenue; north is a Valencia Avenue, ATEP's existing campus facilities once owned by SOCCCD but since transferred to the City of Tustin, a planned public community park and a Tustin Unified School District elementary school; east is Armstrong Avenue; and south is a future extension of Bell Avenue, additional vacant land owned by SOCCCD, the currently under-construction U.S. Army Reserve facility and the Rancho Santiago Community College District (RSCCD) Sheriff's Training Academy (see Figure 3). Demolition of all former military structures and associated infrastructure that once occupied the ATEP site was completed in two stages, in 2012 and 2015.

Owners of the 9.4-acre Project site include the SOCCCD and the Navy. The Navy will transfer its land ownership in the project area to the City, which will in turn transfer ownership to SOCCCD once the Navy issues a Finding of Suitability to Transfer (FOST). Navy lands are currently controlled by the SOCCCD under a Lease in Furtherance of Conveyance (LIFOC) agreement.

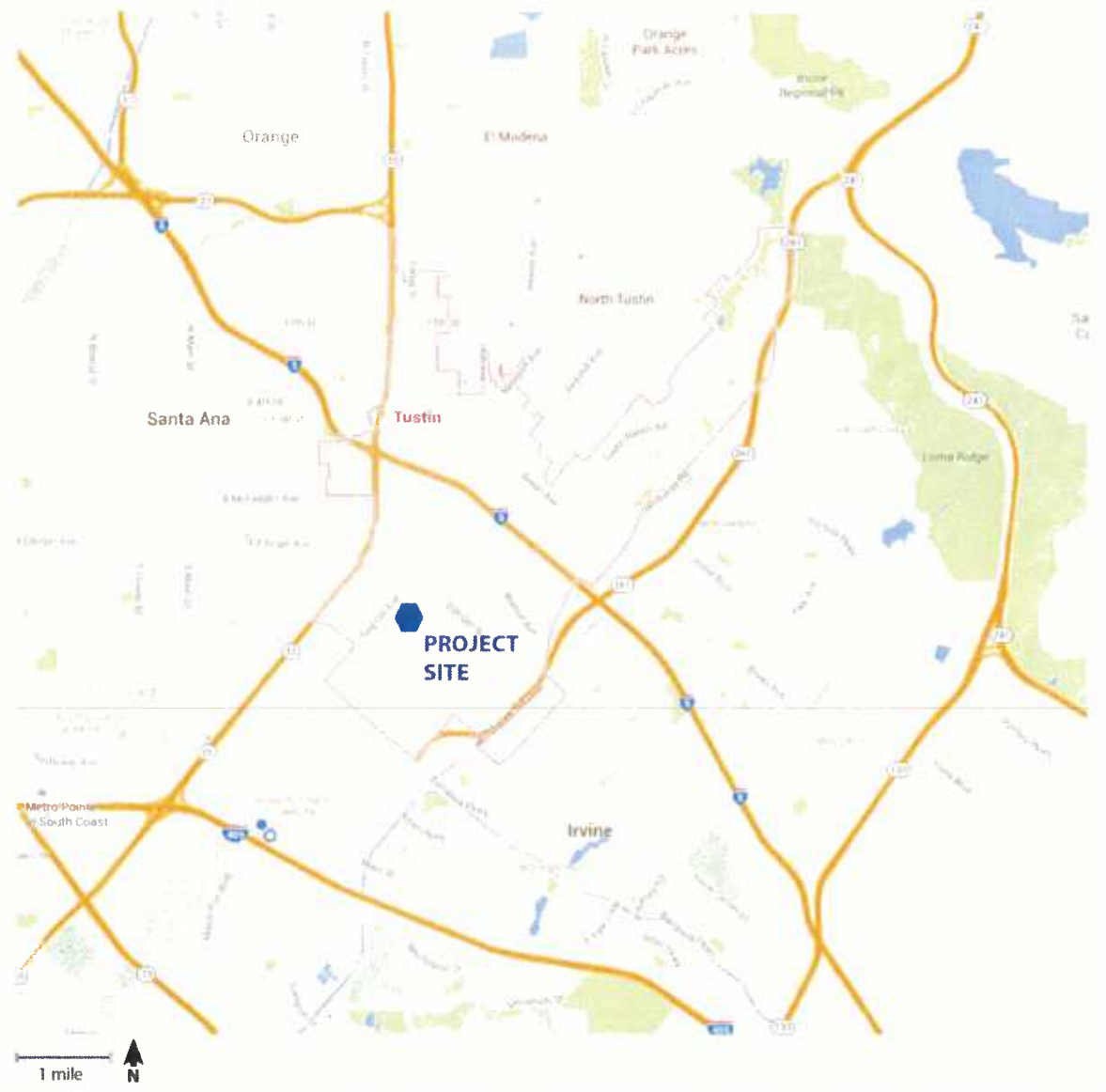


Figure 1. Regional Map

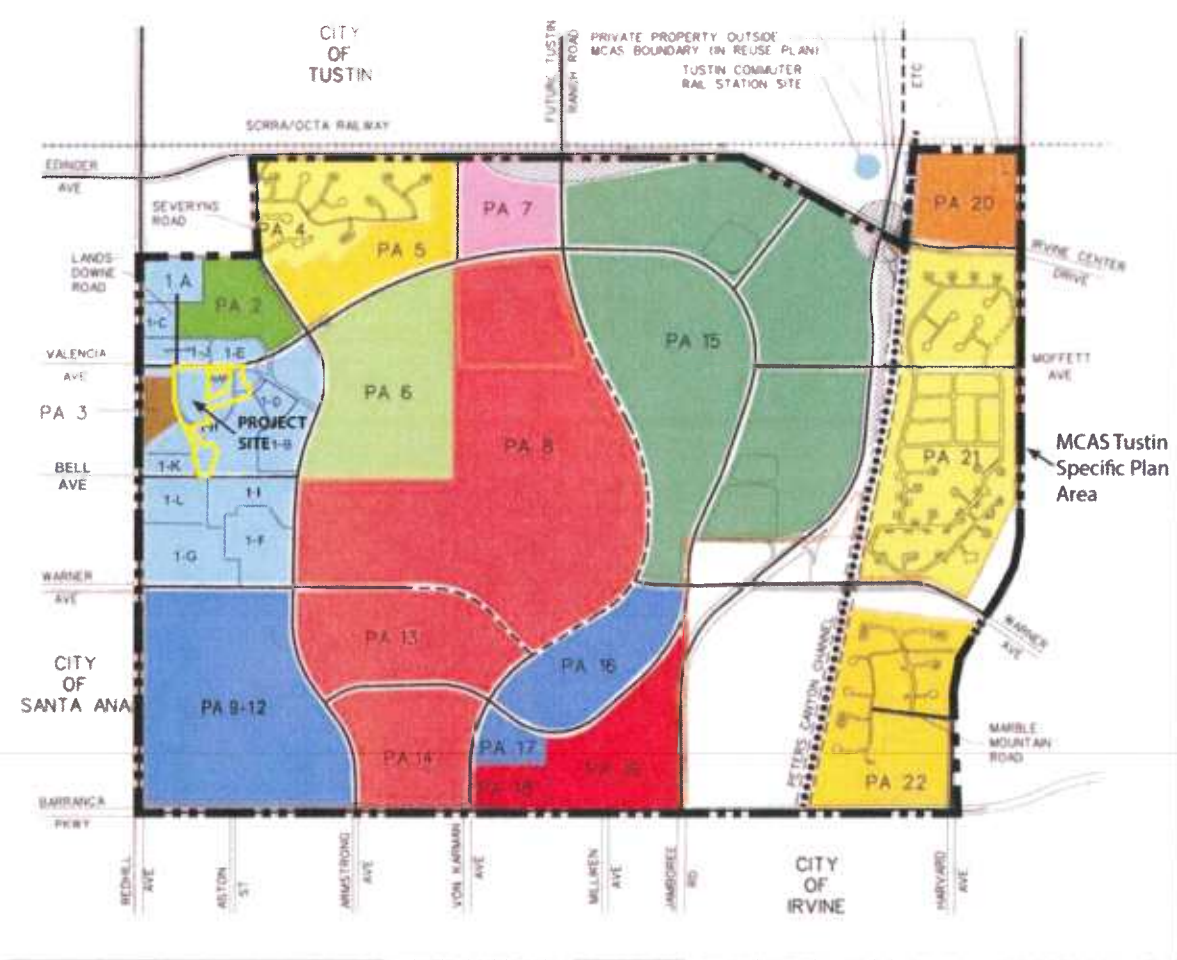


Figure 2. Project Site Boundaries

## 2.2 Project Description

The Project consists the construction of the first permanent building of the ATEP campus (First Building) and associated infrastructure improvements (Infrastructure Improvements). The First Building consists of about approximately 32,500 square feet of gross floor area in a two-story structure. Infrastructure Improvements include parking areas, utility line extensions, landscaping and stormwater management features, improvements to the existing Lansdowne Road, and two new access drives, one each from Valencia Avenue and the planned extension of Bell Avenue. (The extension of Bell Avenue was previously analyzed and approved and is not a part of the Project.)

The components of the Project are described in more detail below. Refer to Figure 3 for the location of these features.

### 2.2.1 First Building

The proposed First Building is a two-story structure, 40 feet in height, with a gross floor area of 32,492 sq. ft. The building's footprint is 22,339 sq. ft. Facilities within the First Building would include:

- 3 classrooms (740 to 1,051 net square feet (NSF))
- 6 laboratories: Laser/Photonics (1,359 NSF), Automation (1,063 NSF), Additive (1,068 NSF), Subtractive (1,657 NSF), Solar/Alternative Energy (1,630 NSF), and Electronics (1,599 NSF)
- 2 pre-engineering rooms (939 and 990 NSF)
- Faculty, staff, and support offices
- Testing center
- Support and ancillary spaces (e.g., meeting rooms, restrooms, utility rooms, and storage)

The First Building is centrally located within the northern area of the ATEP site, approximately 480 feet south of Valencia Avenue, 550 feet east of Red Hill Avenue, 1,330 feet west of Armstrong Avenue and 530 feet north of the planned extension of Bell Avenue. The First Building is proposed along the south side of the future eastward extension of Hope Drive, an on-campus roadway included as part of the site improvements.

The main entry of the First Building would face west, towards a courtyard and pedestrian walkway. Secondary access points would be located along the eastern and southern elevations. The exterior would exhibit a contemporary design with a combination of metal wall panels and cement plaster walls, with aluminum framed windows. The use of rooftop solar photovoltaic panels is planned to generate electricity.

### 2.2.2 Site Improvements

Site improvements includes the following components:

#### 2.2.2.1 Circulation Facilities

Three vehicular access roads are proposed, two connecting to Valencia Avenue and one to the planned extension of Bell Avenue. The westerly access road from Valencia Avenue (Access #1) would improve the existing two-lane Lansdowne Road with curbs, gutters, and sidewalks along the eastern side of the street. Lansdowne Road at build-out would be a 36-foot width from curb to curb.

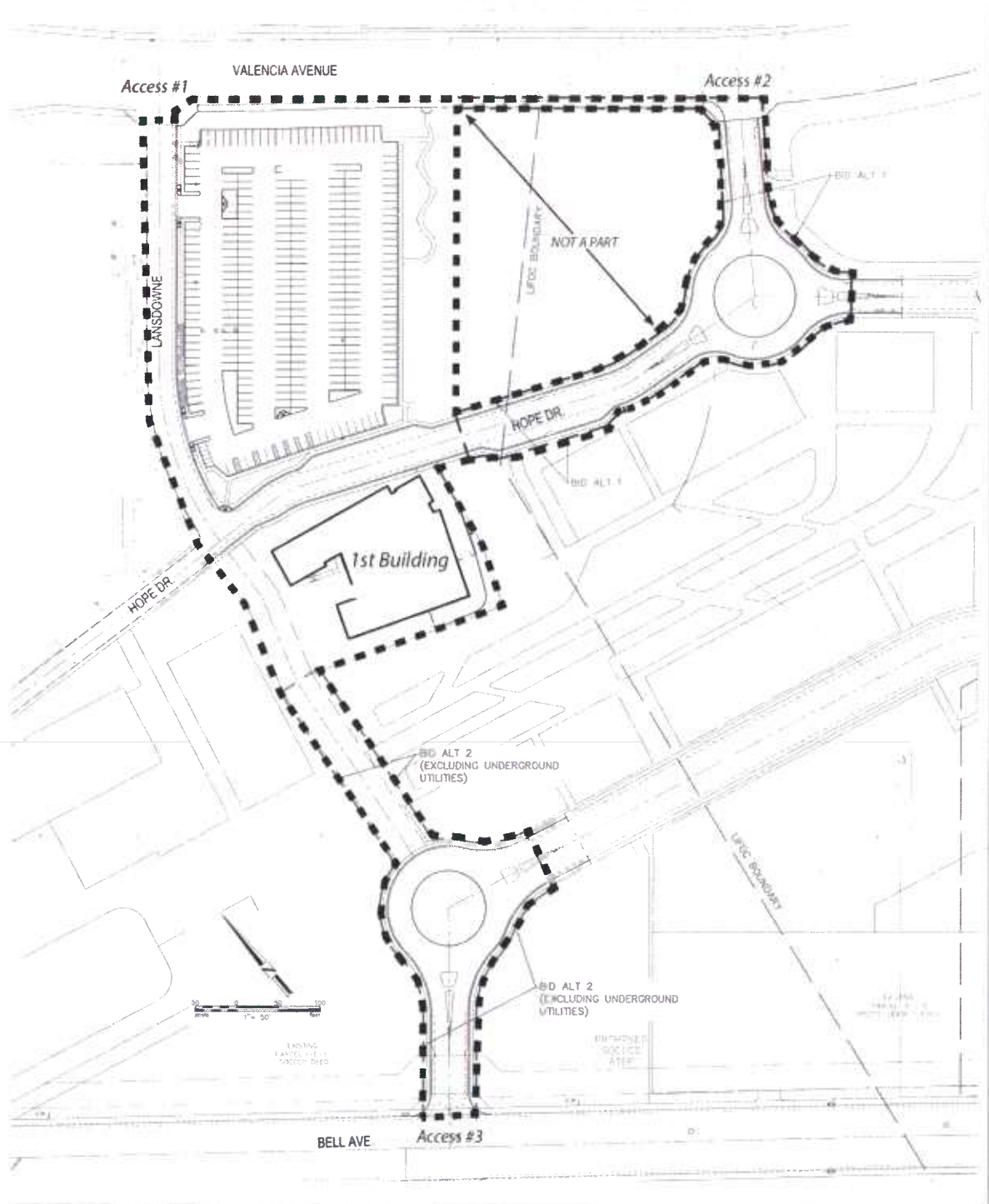


Figure 3. Proposed Project Improvements



The second access road from Valencia Avenue (Access #2) would be about 650 feet east of Lansdowne Road. This entry point is planned to be signalized in later phases of the ATEP site's build out once the intersection's traffic volumes justify the signal. Access #2 would lead to a two-lane road, 24 feet in width curb to curb, with sidewalks. This entry road connects to a single-lane roundabout 135 feet south of Valencia Avenue.

The Bell Avenue access road (Access #3) would be located about 680 feet east of Red Hill Avenue. This entry point is also planned to be signalized in later phases of the ATEP site's build out once the intersection's traffic volumes justify the signal. Access #3 would lead to a two-lane road, 46 feet in width curb to curb. This entry road would connect to a single-lane roundabout about 250 feet north of Bell Avenue and is designed with bicycle lanes and sidewalks.

Connecting Access #1 and Access #3 would be a pedestrian walkway 40 feet in width. This walkway is designed to accommodate emergency vehicles, delivery trucks, and other vehicles requiring direct access to the First Building and other, future ATEP buildings; however, it would not be open to regular vehicular traffic.

An additional pedestrian walkway is planned connecting Valencia Avenue with Hope Drive. This walkway is approximately midway between Access #1 and Access #2.

The Project includes an easterly extension of Hope Drive from its current terminus at Lansdowne Road. This extension would include a two-lane road with bicycle lanes and two drop-off areas. The typical curb to curb width would be 40 feet. The Hope Drive extension would continue to the above-mentioned roundabout that would connect to Access #2. Further extension of Hope Drive beyond the roundabout would occur as part of a future phase of ATEP development.

#### 2.2.2.2 *Parking Area*

A 286-space parking area is planned at the southeast corner of Valencia Avenue and the improved Lansdowne Road, replacing a smaller existing parking lot. Parking spaces would be set back from the curb on Valencia Avenue by 30 feet. Access to the parking area would be from two driveways along Lansdowne Road. The parking area would be limited to ATEP site visitors, faculty, staff and students by requiring a semester or annual parking pass or hourly/daily permit. Electric vehicle charging stations may also be located within this parking area.

#### 2.2.2.3 *Utilities*

Utilities would be extended into the site from existing utility line stubs along Bell Avenue. Sewer, water, recycled water, telephone, natural gas, and cable television services are planned along Access #3 from Bell Avenue to the roundabout, where they would follow the pedestrian walkway connecting to Lansdowne Road and Hope Drive. The new water and recycled water lines would connect to existing lines at that intersection. They would then be routed east along Hope Drive to a roundabout, and continue north along Access #2 before terminating south of Valencia Avenue.

### 2.2.3 *Landscaping & Stormwater Management*

A total of approximately 57,400 square feet of landscaped areas is planned around the First Building, within the parking area, and at the two project roundabouts. A portion of the landscaping would serve a dual purpose of aesthetics and stormwater management, in the form of detention basins and bioswales.

Table 3 summarizes proposed project landscaping, including areas which serve a stormwater management purpose:

Table 3. Landscaping and Stormwater Management Areas

	Area (sq. ft.)		
	First Building	Infrastructure Improvements	Total
Landscaping	1,145	22,745	23,890
Bioswales/ Detention Basins	4,740	28,791	33,531
<b>TOTAL</b>			<b>57,421</b>

The proposed plant palette includes a range of California native and adapted plants. Examples of tree species proposed include California sycamore, coast live oak, holly oak, California pepper, and marina strawberry tree. A range of shrubs would also be used, with species used within stormwater management areas selected for their ability to survive in and enhance the function of these areas.

The main stormwater management feature included as part of the site improvements is an approximately 15,200-square-foot detention basin east of the parking area. This basin would be about 4 feet deep, including 3 feet of required depth for stormwater and 1 foot of freeboard. This basin would have a volume of 25,230 cubic feet.

### 3. Environmental Evaluation and Explanation of Checklist Responses

This checklist and the following evaluation of environmental impacts take into consideration the preparation of an environmental document (the FEIS/EIR) which fully analyzed the Project.

The Project does not involve any changes in development intensity or modification in development standards. The checklist and initial study evaluate whether the conditions identified in Sections 15162 and 15168 of the CEQA Guidelines have occurred and require the preparation of a subsequent EIR, supplemental EIR, ND, or MND.

The following information is presented for each of the topical issues presented in the Initial Study environmental checklist:

- Existing Conditions
- Project Impact Evaluation
  - Potentially Significant Impact
  - Less than Significant with Mitigation
  - Less than Significant Impact
  - No Impact – a check mark in the No Impact box equates to No Substantial Change from Previous Analysis (FEIS/EIR)
- Mitigation Measures
- Sources

### 3.1 Aesthetics

#### 3.1.1 Existing Conditions

The Project site is now vacant. Structures part of the decommissioned MCAS Tustin (constructed between 1943 and 1988) located within the project site have been demolished. There are no recognized scenic vistas or scenic highways in the vicinity of the Project site.

#### 3.1.2 Project Impact Evaluation

a) Would the project have a substantial adverse effect on a scenic vista?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
c) Would the project substantially degrade the existing visual character or quality of the Site and its surroundings?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
d) Would the project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Response to a-d:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project would not cause aesthetic impacts that were not previously analyzed in the FEIS/EIR, including addenda thereto. The Project proposes to develop structures and uses that are the same as those proposed in the Specific Plan and previously analyzed in the FEIS/EIR, including the addendum for the DA. The Project's square footage, height, setbacks, and other development standards are consistent with those in prior analyses. The FEIS/EIR anticipated that former MCAS buildings located on the Project site would be demolished and replaced with new construction. Visual changes to the Project vicinity have already occurred with the development of ATEP Phase I, the RSCCD's Sheriff's Training Academy, the County's Abused Children's Shelter, residential neighborhoods north and south of Valencia Avenue, the Tustin Unified School District's Heritage Elementary School, as well as the demolition of buildings on the ATEP site.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to aesthetics and visual quality that would occur as a result of the implementation of the Project. There is no new information relative to aesthetics and visual quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR. No new mitigation measures are required in relation to impacts to aesthetics and visual quality.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to aesthetics. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe aesthetic impacts would result from the approval and implementation of the Project; therefore, no new or revised mitigation measures are required for aesthetics and visual quality. In addition, there are no applicable mitigation measures contained in the City's 2014 City of Tustin Annual MMRP Report (2014 MMRP) for the FEIS/EIR with regard to aesthetics and visual quality. No refinements related to the Project are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Measures Not Being Implemented: Mitigation Measure Vis-1, regarding urban design plan adoption in conjunction with any zoning ordinance amendments, is the responsibility of others to implement, and therefore is not within the Project's responsibility to implement.

Sources: Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas (LRP)  
ATEP LARP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-84, 4-109 through 4-114),  
Addendum (pp. 5-3 through 5-8), and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp.  
3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.2 Agriculture and Forest Resources

#### 3.2.1 Existing Conditions

There were no agricultural uses on the Site in the recent past. There are currently no agricultural uses on the Site.

#### 3.2.2 Project Impact Evaluation

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
c) Would the project conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
e) Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Response to a-e:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project would not cause impacts to agriculture and forest resources that were not previously analyzed in the FEIS/EIR. There continue to be no

agricultural resources on the property. There are no new or increased significant adverse project-specific or cumulative impacts with regard to agricultural resources that are identified as a result of the approval and implementation of the Project. The impacts of the development of the properties has already been analyzed in the FEIS/EIR. There is no new information relative to agricultural resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, no new mitigation measures are required in relation to impacts to agricultural resources.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to agricultural resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation Monitoring Required: In certifying the FEIS/EIR, the Tustin City Council adopted Findings of Fact and Statement of Overriding Considerations on January 16, 2001 concluding that impacts to agricultural resources on other areas of MCAS Tustin were unavoidable (Resolution No. 00-90). No mitigation is required.

Mitigation/Monitoring Not Being Implemented: No new impacts or substantially more severe impacts will result from the District's and County's approval and implementation of the Project; therefore, no new or revised mitigation measures are required for agricultural resources. In addition, there are no applicable mitigation measures contained in the City's approved MMRP for the FEIS/EIR with regard to agricultural resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-84, 4-109 through 4-114),  
Addendum (pp. 5-8 through 5-10), and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp.  
3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.3 Air Quality

#### 3.3.1 Existing Conditions

The Site is presently not in use. Former military buildings on the ATEP site have been demolished.

#### 3.3.2 Project Impact Evaluation

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
d) Would the project expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
e) Would the project create objectionable odors affecting a substantial number of people?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Response to a-e:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project would not cause impacts to air quality that were not previously analyzed in the FEIS/EIR and addenda, including the addendum for the DA. The Tustin City Council adopted Findings and a Statement of Overriding Considerations for the FEIS/EIR on

January 16, 2001 to address significant unavoidable short-term (construction), long-term (operational), and cumulative air quality impacts for the Specific Plan. The City also adopted mitigation measures (AQ-1, AQ-2, AQ-3, and AQ-4) to reduce these unavoidable adverse impacts.

Consistent with the findings in the FEIS/EIR, implementation of future development on the Project site could result in significant unavoidable short-term construction air quality impacts because it is a part of the "project" analyzed in the FEIS/EIR for which this finding was made. Construction activities associated with the Project site were previously addressed in the FEIS/EIR. The Proposed Project is an implementation of the project analyzed in the FEIS/EIR. The proposed 32,492 square feet of built space and ancillary facilities are within the scope of the previously-analyzed total square footage of between 1,087,970 square feet and 1,710,780 square feet analyzed in the District/City Land Exchange Addendum. There would be no potential for new or increased significant adverse project-specific or cumulative impacts with regard to air quality that would occur as a result of the approval and implementation of the Project that was not previously analyzed in the FEIS/EIR and addenda. There is no substantial new information that shows there will be different or more significant long-term and/or cumulative impacts on the environment as a result of the Project than described in the FEIS/EIR. Therefore, the Project and its implementation are consistent with and previously analyzed in the FEIS/EIR and no new mitigation measures are required in relation to impacts to air quality.

Buildout of the MCAS Tustin site, including ATEP, was found in the FEIS/EIR to result in significant unavoidable air quality impacts. Consistent with these findings, development on the Project site could also result in significant unavoidable long-term and cumulative air quality impacts because it is part of the "project" analyzed in the FEIS/EIR for which this finding was made. Mitigation measures included in the FEIS/EIR will be implemented as appropriate by SOCCCD and the City. SOCCCD and the City will implement Mitigation Measures AQ-1 through AQ-3. The implementation of Mitigation Measure AQ-4 is the responsibility of the City and/or the City of Irvine, and is not within the responsibility of the SOCCCD.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to air quality. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Specific air quality mitigation measures have been adopted by the Tustin City Council in certifying the FEIS/EIR for both operational and construction-related activities for development at Tustin Legacy. The mitigation measures for air quality impacts that are applicable to the Project during the future implementation stages (i.e., construction) include Mitigation Measures AQ-1 and AQ-2. SOCCCD and the City would implement Mitigation Measure AQ-1 by complying with South Coast Air Quality Management District Rules to reduce short-term air pollutant emissions. Mitigation Measure AQ-2 would be implemented by requiring the use of low volatile organic compound (VOC) architectural coatings for all interior and exterior painting operations. Mitigation Measure AQ-3, which relates to Transportation Demand Management Plan (TDM), will be implemented for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees.

As stated above, the FEIS/EIR also concludes that Specific Plan-related operational air quality impacts are significant and cannot be fully mitigated. A Statement of Overriding Considerations for the FEIS/EIR was adopted by the Tustin City Council on January 16, 2001 to address significant unavoidable short-term, long-term, and cumulative air quality impacts associated with all development of the Specific Plan. No new



mitigation measures are required. The Project will implement the relevant mitigation measures of the 2014 MMRP that are applicable to the Project.

Mitigation/Monitoring Not Being Implemented: All relevant mitigation measures will be implemented by SOCCCD and the City (AQ-1 through AQ-3) or the City independently (AQ-4).

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-143 through 3-153, pp. 4-207 through 4-230, pp. 7-41 through 7-42, and Addendum (pp. 5-10 through 5-28) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Resolution No. 00-90  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43  
District Conveyance Agreement  
California Air Resources Board, Facts about California's Sustainable Communities Plans: Southern California Association of Governments 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy  
California Air Resources Board, Executive Order G-12-039, Southern California Association of Governments (SCAG) Sustainable Communities Strategy (SCS) ARB Acceptance of GHG Quantification Determination

### 3.4 Biological Resources

#### 3.4.1 Existing Conditions

The site has been cleared of remnant structures from the former MCAS Tustin and has been hydroseeded for stormwater management purposes with a mix of beach bursage (*ambrosia psilostachya*), tufted hairgrass (*deschampsia cespitosa*), meadow barley (*hordeum brachyantherum*), bobtail barley (*hordeum intercedens*), dwarf goldfields (*lasthenia glabrata*), small fescue (*vulpia microstachys*), creeping wild rye (*leymus triticoides*), and California native red fescue (*festuca ruba "molate"*). Other vegetation is limited to ornamental trees. There is no southwestern pond turtle habitat on the Project site.

#### 3.4.2 Project Impact Evaluation

<p>a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</p>	<p>Potentially Significant Impact</p> <p><input type="checkbox"/></p>	<p>Less than Significant With Mitigation Incorporation</p> <p><input type="checkbox"/></p>	<p>Less than Significant Impact</p> <p><input type="checkbox"/></p>	<p>No Impact</p> <p><input checked="" type="checkbox"/></p>
<p>b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</p>	<p>Potentially Significant Impact</p> <p><input type="checkbox"/></p>	<p>Less than Significant With Mitigation Incorporation</p> <p><input type="checkbox"/></p>	<p>Less than Significant Impact</p> <p><input type="checkbox"/></p>	<p>No Impact</p> <p><input checked="" type="checkbox"/></p>
<p>c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p>	<p>Potentially Significant Impact</p> <p><input type="checkbox"/></p>	<p>Less than Significant With Mitigation Incorporation</p> <p><input type="checkbox"/></p>	<p>Less than Significant Impact</p> <p><input type="checkbox"/></p>	<p>No Impact</p> <p><input checked="" type="checkbox"/></p>

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d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery Sites?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>

Responses to a-f:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project would not cause impacts to biological resources that were not previously analyzed in the FEIS/EIR. The FEIS/EIR analyzed the future development of the whole of Neighborhood A and the associated biological impacts. No new areas will be developed under the Project. There are no new or increased significant adverse project-specific or cumulative impacts with regard to biological resources that would occur as a result of the adoption and implementation of the Project. In 2010, the U.S. Army Corps of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Game (now the California Department of Fish and Wildlife, CDFW) determined that the ATEP Site does not contain land that is subject to their jurisdiction or that warrants their oversight. There is no other new information relative to biological resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts on biological resources. Based on current delineations of wetlands and jurisdictional waters, the Project will not affect wetlands or jurisdictional waters. The impacts resulting from the implementation of the Project, if any, would be those identified in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to biological resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: The mitigation measures applicable during implementation of the Project have been identified in the City's 2014 MMRP. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation (i.e., construction) of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the 2014 MMRP. The SOCCCD and the City would not need to implement Mitigation Bio-1 because the Project would not affect jurisdictional waters of the U.S. or vegetated wetlands. With regard to Mitigation Bio-2, Bio-3, and Bio-4, which deal with capture and relocation of pond turtles and restoration of pond turtle habitat, these measures do not apply to the Project because no ponds exist on the Project site.

Mitigation/Monitoring Not Being Implemented: As discussed above, an additional survey on the Project site will be conducted prior to obtaining a grading permit as required by the existing mitigation measures. If the Site continues to reveal no presence of southwestern pond turtles, Mitigation Measures Bio-1, Bio-2, Bio-3, and Bio-4 would not be implemented as part of the Project.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP EIR Addendum as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-75 through 3-82, pp. 4-103 through 4-108, pp. 7-26 through 7-27, and Addendum (pp. 5-28 through 5-40) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.5 Cultural and Paleontological Resources

#### 3.5.1 Existing Conditions

Numerous archaeological surveys have been conducted at the former MCAS Tustin Site. There are no cultural resources identified on the Project site in the FEIS/EIR.

#### 3.5.2 Project Impact Evaluation

a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
c) Would the project directly or indirectly destroy a unique paleontological resource or Site or unique geologic feature?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
d) Would the project disturb any human remains, including those interred outside of formal cemeteries?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-d:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project would not cause impacts to cultural resources that were not previously analyzed in the FEIS/EIR. The Project proposes to develop the same areas as proposed in the Specific Plan and previously analyzed in the FEIS/EIR. The Project would not cause impacts to cultural resources. The impacts of the Specific Plan on cultural resources, including any that may be present on the Project site, were considered in the FEIS/EIR.

It is possible that previously unidentified buried archeological or paleontological resources within the Project site could be discovered during grading and other construction activities. With the inclusion of Mitigation Measures Arch-2, Paleo-1 and Paleo-2, which require construction monitoring for cultural and paleontological resources, potential impacts to these resources can be reduced to a level of insignificance as found in the FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to cultural and paleontological resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: SOCCCD and the City would implement Mitigation Measure Arch-2 by retaining a County-certified archaeologist and conducting the required consultations prior to obtaining grading permits. SOCCCD and the City would implement Mitigation Measures Paleo-1 and Paleo-2 by retaining a County-certified paleontologist and complying with the requirements of the established Paleontology Resources Management Plan (PRMP) for Tustin Legacy.

Mitigation/Monitoring Not Being Implemented: Other mitigation measures for cultural resources in the FEIS/EIR and City's 2014 MMRP are not applicable to the Project site and are the responsibility of others to implement.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-68 through 3-74, pp. 4-93 through 4-102, pp. 7-24 through 7-26, Addendum (pp. 5-40 through 5-45) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.6 Geology and Soils

#### 3.6.1 Existing Conditions

There are no known geotechnical conditions that would preclude implementation of the Project. Geotechnical conditions on the Project site are similar to geotechnical conditions throughout Tustin Legacy.

#### 3.6.2 Project Impact Evaluation

a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: ii) Strong seismic ground shaking?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: iii) Seismic-related ground failure, including liquefaction?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: iv) Landslides?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
b) Would the project result in substantial soil erosion or the loss of topsoil?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input type="checkbox"/>

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-e:

*No Impact Due to No Substantial Change from Previous Analysis.* Implementation of the Project would not cause any direct impacts to geology and soils. The Project proposes to develop the same areas as proposed in the Specific Plan and previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to geology and soils that are identified as a result of the adoption and implementation of the Project. There is no new information relative to geology and soils that was not in existence at the time the FEIS/EIR as prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to geology and soils.

The FEIS/EIR found that impacts to soils and geology resulting from implementation of the Specific Plan would include non-seismic hazards (such as local settlement, regional subsidence, expansive soils, slope instability, erosion, and mudflows) and seismic hazards (such as surface fault displacement, high-intensity ground shaking, ground failure and lurching, seismically-induced settlement, and flooding associated with dam failure). The FEIS/EIR concluded that compliance with state and local regulations and standards, along with established engineering procedures and techniques, would avoid unacceptable risk or the creation of significant impacts related to geotechnical issues. No substantial change is expected during implementation of the Project from the analysis previously completed in the certified FEIS/EIR.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to geology and soils. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a



substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts will result from the adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for geology and soils. In addition, there are no mitigation measures contained in the City's 2014 MMRP with regard to geology and soils. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for geology and soils. In addition, there are no mitigation measures contained in the City's 2014 MMRP with regard to geology and soils.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-88 through 3-97, pp. 4-115 through 4-123, pp. 7-28 through 7-29, and Addendum (pp. 5-46 through 5-49) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.7 Greenhouse Gas Emissions

#### 3.7.1 Existing Conditions

Emitting greenhouse gases (GHGs) into the atmosphere is not itself an adverse environmental effect. Rather, it is the increased accumulation of GHGs in the atmosphere that result in global climate change. The consequences of that climate change can cause adverse environmental effects. Due to the complex physical, chemical, and atmospheric mechanisms involved in global climate change, it is not possible to predict the specific impact, if any, to global climate change from one project's relatively small incremental increase in emissions. One project's contribution is not likely to be significant by itself. Rather, the inquiry is whether the impact of the project's emissions of GHGs is cumulatively considerable.

#### 3.7.2 Project Impact Evaluation

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-b:

*No Impact Due to No Substantial Change from Previous Analysis.* Implementation of the Project would not result in any increase in GHG emissions compared to the Specific Plan analyzed in the FEIS/EIR, including the Phase 3A Concept Plan Addendum and the District/City Land Exchange Addendum. The Project implements the previously-approved and -analyzed project with no increase in building square footage, trip counts, or other factors that could potentially contribute to GHG emissions. The Project is consistent with the Southern California Association of Government's (SCAG) 2012-2035 Regional Transportation Plan/Sustainable Community Strategy (SCS). (See the Tustin land use maps used in support of the RTP/SCS, available at <http://rtpscs.scag.ca.gov/Pages/SCS-Maps-Tool.aspx>, that SCAG based the SCS upon and that show the Project is consistent with the SCS.) On June 4, 2012, the California Air Resources Board (CARB) found that the SCS would achieve the 2020 and 2035 GHG emission reduction targets established by CARB pursuant to the Sustainable Communities and Climate Protection Act of 2008 (referred to as SB 375). The Project would comply with all federal, state, regional and local regulations that reduce GHGs. EPA and CARB are the only entities permitted to regulate GHG emissions from mobile sources under the Clean Air Act.

Therefore, there are no new or increased significant adverse project-specific or cumulative impacts with regard to GHG emissions that are identified as a result of the adoption and implementation of the Project. The Project and its implementation are consistent with the FEIS/EIR and, no new mitigation measures are required in relation to impacts to GHG emissions.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate

Project impacts or mitigation measures with regard to climate change. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from implementation of the Project; therefore, no new or revised mitigation measures are required with regard to climate change. In addition, there are no mitigation measures contained in the City's 2014 MMRP for the Specific Plan FEIS/EIR with regard to GHG emissions. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for climate change, and no mitigation measures are contained in the City's 2014 MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to climate change.

Sources: ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP, as amended by the October and November 2008 Erratas  
ATEP LRAP, as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin  
MCAS Tustin Specific Plan/Reuse Plan  
District Conveyance Agreement  
Tustin General Plan  
Southern California Association of Governments, 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy, General Plan Land Use and Zoning Maps for City of Tustin  
California Air Resources Board, Facts about California's Sustainable Communities Plans: Southern California Association of Governments 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy  
California Air Resources Board, Executive Order G-12-039, Southern California Association of Governments (SCAG) Sustainable Communities Strategy (SCS) ARB Acceptance of GHG Quantification Determination

### 3.8 Hazards and Hazardous Materials

#### 3.8.1 Existing Conditions

The entire MCAS Tustin site was reviewed for hazardous materials prior to start of redevelopment activities. Federal regulations require the Navy to complete remediation of hazardous materials prior to conveyance of properties to other landowners. Portions of the Project site are presently undergoing remediation, and therefore remain under Navy ownership. These areas are available for limited use by the future owners (the City and SOCCCD) under a LIFO agreement. They will not be conveyed to the future owners until the Navy determines that its remediation of hazards and hazardous materials in these areas have sufficiently progressed to the point that the property can safely be developed.

Asbestos-containing materials (ACMs) and lead-based paint (LBP) were identified in previous surveys within the Project site. There are well-established existing laws and procedures for remediating these two conditions. Remediation of these conditions have been addressed as part of a building demolition program on SOCCCD properties.

#### 3.8.2 Project Impact Evaluation

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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d) Would the project be located on a Site, which is included on a list of hazardous materials Sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Responses to a-h:

*No Impact Due to No Substantial Change from Previous Analysis.* Implementation of the Project will not cause any direct impacts to hazards and hazardous materials. There are no new or increased significant adverse project-specific or cumulative impacts with regards to hazards and hazardous materials that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hazards and hazardous materials that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts from hazards and hazardous materials.

The FEIS/EIR included a detailed discussion of the historic and then-current hazardous material use and hazardous waste generation within the Specific Plan area. The Navy is responsible for planning and executing environmental restoration programs in response to releases of hazardous substances for MCAS Tustin. The FEIS/EIR concluded that the implementation of the Specific Plan would not have a significant environmental impact from the hazardous wastes, substances, and materials on the property during construction or operation since the Navy would implement various remedial actions pursuant to the Compliance Programs that would remove, manage, or isolate potentially hazardous substances in soils and

groundwater. As identified in the FEIS/EIR, the Project site is within the boundaries of the Airport Environs Land Use Plan (AELUP) and is subject to height restrictions. The Project does not propose changes to the 100-foot height limitation included in the Specific Plan. The Project site is not located in a wildland fire hazard area.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to hazards and hazardous materials. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts will result from implementation of the Project; therefore, no new or revised mitigation measures are required with regard to hazards and hazardous materials. In addition, there are no mitigation measures contained in the City's 2014 MMRP with regard to hazards and hazardous materials. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for hazards and hazardous materials, and no mitigation measures are contained in the City's 2014 MMRP for the Specific Plan/Reuse Plan FEIS/EIR with regard to hazards and hazardous materials.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
Phase I Environmental Site Assessment Report for ATEP prepared by LandAmerica Assessment Corporation dated November 8, 2007  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-106 through 3-117, pp. 4-130 through 4-138, pp. 7-30 through 7-31, and Addendum (pp. 5-49 through 5-55) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Navy's Draft Final Finding of Suitability to Transfer for Parcels 23, 29, 34, 35, and 36, and Portions of 1, 16, 17, 24, 27, 28, 40, and 41 (FOST), dated April 2, 2002, and the Finding of Suitability to Lease for Carve-Out Areas 5, 6, 7, 8, 9, 10, 11 (FOSL), dated April 26, 2002  
Department of Navy correspondence and documents regarding the status of remediation efforts underway  
Documents related to the ATEP Campus that were reviewed at the report repository located at the former MCAS - El Toro, Building 307  
Final Amended Site Management Plan Fiscal Year 2009 Update – former Marine Corps Air Station Tustin, Tustin, CA, dated November 2008 and prepared by BRAC PMO West.  
Federal Conveyance document  
District Conveyance document  
Airport Environs Land Use Plan (AELUP)

Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.9 Hydrology and Water Quality

#### 3.9.1 Existing Conditions

Surface water runoff from the Project site generally flows east to Armstrong Avenue to existing 72-inch and 36-inch diameter drainpipes and south to Warner Avenue to a planned 36-inch diameter drainpipe.

#### 3.9.2 Project Impact Evaluation

a) Would the project violate any water quality standards or waste discharge requirements?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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b) Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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c) Would the project substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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d) Would the project substantially alter the existing drainage pattern of the Site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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e) Would the project create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
f) Would the project otherwise substantially degrade water quality?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
g) Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
h) Would the project place within a 100-year flood hazard area structures that would impede or redirect flood flows?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
i) Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
j) Would the project inundation by seiche, tsunami, or mudflow?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-j:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project will not cause a direct impact to hydrology and water quality. A Stormwater Pollution Prevention Plan (SWPPP), including an Erosion Control Plan, will be implemented during construction, and a Water Quality Management Plan (WQMP) will be implemented during operations. Each of these plans includes Best Management Practices (BMPs) to minimize impacts related to stormwater flows. As concluded in the FEIS/EIR, preparation of a WQMP for future

development projects on the Project sites in compliance with all applicable regulatory standards would reduce water quality impacts from development activities to a level of insignificance.

Additionally, the Project does not include any change to setbacks or other development standards that impact drainage. Any changes in drainage resulting from construction will be compliant with the master drainage plan in place for MCAS Tustin, as analyzed in the FEIS/EIR. The Project would not result in an increase of impervious surface area from the amount that was previously analyzed in the Specific Plan.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to hydrology/water quality that are identified as a result of the adoption and implementation of the Project. There is no new information relative to hydrology/water quality that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to hydrology/water quality.

The Project proposes no change to the drainage pattern and water management systems previously analyzed in the FEIS/EIR. The drainage pattern and water management systems in the Project site vicinity would remain consistent with the Tustin Legacy Master Drainage Plan. Therefore, the analysis and conclusions in the FEIS/EIR relative to impacts related to groundwater supply, groundwater levels, or local recharge have not changed substantially. In addition, no change to the backbone drainage system is proposed. Therefore, no new or more severe impacts related to drainage patterns, drainage facilities, and potential flooding would result from the Project.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to hydrology and water quality. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: Compliance with existing rules and regulations would reduce any potential impacts related to water quality and groundwater to a level of insignificance and no new mitigation is required. The mitigation measures applicable during implementation (i.e., construction) of the Project have been identified in the City's adopted MMRP. Mitigation Measures WQ-1, WQ-2, and WQ-4 establish requirements related to preparation of a Stormwater Pollution Prevention Plan, compliance with Waste Discharge Requirements, and preparation of a Water Quality Management Plan, respectively. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the FEIS/EIR and 2014 MMRP.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure WQ-3 requires others to participate in the RWQCB's Nitrogen and Selenium Management Program (NSMP) Working Group and contribute to funding and implementing the Working Plan. Because this mitigation measure is the responsibility of others to implement, it does not fall within the responsibility of the Project to implement.

Sources:       Field Observations  
                  Existing Water Quality Management Plan (WQMP)  
                  ATEP Phase 3A Concept Plan Addendum/Initial Study  
                  District/City Land Exchange Addendum/Initial Study

ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP, as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-98 through 3-105, pp. 4-124 through 4-129, pp. 7-29 through 7-30, and Addendum (pp. 5-56 through 5-92) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.10 Land Use and Planning

#### 3.10.1 Existing Conditions

The SOCCCD approved the Long Range Academic and Facilities Plan, which pertains to the ATEP portion of the project area, in November 2008. Phase 1, the existing one-acre ATEP campus, is currently offering educational programs. The Phase 3A Concept Plan, a 28-acre expansion of the ATEP campus, was approved and CEQA review (in the form of an Addendum to the FEIS/EIR) was completed by the District in March 2009. In 2013, the plan for ATEP was further revised through a land exchange agreement with the City of Tustin, the addition of a new roadway, and modification of the trip caps affecting the site. CEQA analysis for the 2013 revisions was provided by the District/City Land Exchange Addendum. The former military buildings on the SOCCCD parcels have been demolished.

#### 3.10.2 Project Impact Evaluation

a) Would the project physically divide an established community?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-c:

*No Impact Due to No Substantial Change from Previous Analysis:* Implementation of the Project will not cause any direct impacts to land use and planning. There would be no change to development intensity, building height restrictions, setbacks, signage, and other development standards. There are no new or increased significant adverse project-specific or cumulative impacts with regard to land use and planning that are identified as a result of the adoption and implementation of the Project. There is no new information relative to land use and planning that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to land use planning.

The Project would not physically divide any Specific Plan land use (no community exists in the area of the Project), conflict with the Specific Plan, or conflict with any habitat conservation plan or natural community conservation plan.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to land use and planning. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

Mitigation/Monitoring Required: The FEIS/EIR concludes that there would be no significant unavoidable land use impacts. The Project and its implementation do not result in new or increased land use impacts in comparison to those previously identified in the FEIS/EIR. The mitigation measures applicable to the Project were implemented following adoption of the MCAS Tustin Specific Plan. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. The District and County will implement the relevant mitigation measures of the adopted MMRP that are applicable to the Project.

Mitigation Measures LU-2(m), (n), (o), (p), (q), (r), and (s) are addressed in Section 3.13.

Mitigation/Monitoring Not Being Implemented: Mitigation Measures LU-1 and LU-2 required the Cities of Tustin and Irvine respectively to amend their General Plans and zoning ordinances for the Tustin Legacy Project, and therefore are not within the responsibility of the Project. LU-2(a) requires that infrastructure construction be properly phased by the Cities of Tustin and Irvine, and therefore is not within the responsibility of the Project. LU-2(b) is not applicable to the SOCCCD since no recording of subdivision maps is proposed as part of the Project. Per the City's adopted 2014 MMRP, the SOCCCD recorded the necessary easements for the Property and Mitigation Measure LU-2(b) has been fulfilled.

Mitigation Measure LU-2(c), regarding funding construction of capital improvements, does not apply to the SOCCCD because the City exempted the SOCCCD's property from fair-share backbone infrastructure fees (per section 4.7.1.2 of the District Conveyance Agreement). Measures LU-2(g) and (i) are not applicable because the Project site is not within the 100-year floodplain (Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 06059C0279J), and thus these Mitigation Measures are not within the responsibility of the Project. Mitigation Measure LU-2(h), regarding obtaining regulatory agency approvals prior to construction of regional flood control facilities, is not within the responsibility of the Project because it only applies to the Tustin Legacy developer(s). Mitigation Measure LU-2(j), regarding local drainage systems, is not applicable because no subdivision maps are being recorded as part of the Project. Mitigation Measure LU-2(k), regarding the completion of drainage studies prior to grading for new development, is not applicable because the Project does not include any grading or construction activities. Mitigation Measure LU-2(l), regarding an agreement with the Orange County Flood Control District for fair-share contributions to flood control facilities, is not applicable because no subdivision maps are being recorded as part of its Project and the Mitigation Measure only applies to the City of Tustin. In addition, the City exempted the SOCCCD's Property from fair-share backbone infrastructure fees per section 4.7.1.2 of the Conveyance Agreement. Mitigation Measure LU-2(t) is not applicable because no school fees are required for the Project. Mitigation Measure LU-2(u) is not applicable because the Project does not require a contribution to park facilities. Mitigation Measure LU-2(v) is not applicable to projects within the City of Tustin, and therefore is not within the Project's responsibility to implement. Measure LU-2(w), regarding the creation of a landscape maintenance district, is applicable to the Tustin Legacy developer, and therefore, is not within the Project's responsibility to implement. Finally, Mitigation Measure LU-2(x) is not applicable

to the Project because no subdivision map is proposed as part of the Project, the Project is not adjacent to the Barranca Channel, and the City will provide any necessary bikeways along Red Hill Avenue.

Sources:

Field Observations

ATEP Phase 3A Concept Plan Addendum/Initial Study

District/City Land Exchange Addendum/Initial Study

ATEP LRP Addendum/Initial Study as amended by November 2008 Errata

ATEP LRP as amended by the October and November 2008 Erratas (LRP)

ATEP LRAP as amended by the October 2008 Errata

FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-3 through 3-17, pp. 4-3 through 4-13, pp. 7-16 through 7-18, and Addendum (pp. 5-92 through 5-95) and Final Supplement #1

MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)

Tustin General Plan

2014 City of Tustin Annual Mitigation Monitoring Reports

City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

FEMA Flood Insurance Rate Map Nos. 06059C0279J and 06059C0283J, effective December 3, 2009

Southern California Association of Governments, 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy, General Plan Land Use and Zoning Maps for City of Tustin

### 3.11 Mineral Resources

#### 3.11.1 Existing Conditions

There are no known mineral resources located on the ATEP Site.

#### 3.11.2 Project Impact Evaluation

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project result in the loss of availability of a locally-important mineral resource recovery Site delineated on a local general plan, specific plan or other land use plan?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-b:

*No Impact Due to No Substantial Change from Previous Analysis:* The Project would not cause new impacts to mineral resources that were not previously analyzed in the FEIS/EIR. There are no new or increased significant adverse project-specific or cumulative impacts with regard to mineral resources that are identified as a result of the adoption and implementation of the Project. There is no new information relative to mineral resources that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to mineral resources.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to mineral resources. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from implementation of the Project; therefore, no new or revised mitigation measures are required for mineral resources. In addition, there are no mitigation measures contained in the City's 2014 MMRP for the FEIS/EIR with regard to mineral resources. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for mineral resources, and no mitigation measures are contained in the MMRP for the FEIS/EIR with regard to mineral resources.

Sources:       Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (p. 3-91), and Addendum (pp. 5-95) and  
Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp.  
3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan



### 3.12 Noise

#### 3.12.1 Existing Conditions

The ambient noise environment on the Project site is influenced by the surrounding roadways, the RSCCD's Sheriff's Training Academy, a rail line located north of Edinger Avenue, and construction and remediation activities on surrounding parcels.

#### 3.12.2 Project Impact Evaluation

a) Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

b) Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

c) Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

d) Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ATEP First Building and Infrastructure Improvements  
 Addendum/Environmental Checklist

Environmental Evaluation

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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Responses to a-f:

**No Impact Due to No Substantial Change from Previous Analysis:** Implementation of the Project will not cause any impacts to noise beyond those previously analyzed in the FEIS/EIR. The Project is an implementation of the scope of development previously analyzed for the site, and there is no change in the proposed land use or intensification of uses that would result in increased noise generation.

Both short-term (construction-period) and long-term (operational-period) noise impacts were analyzed in the FEIS/EIR; implementation of the Project would be required to comply with applicable adopted mitigation measures and state and local regulations and standards, along with established engineering procedures and techniques, thus avoiding significant short-term construction-related noise impacts. The Project site is not located within the 60 CNEL contour for airport operations. Therefore, implementation of the Project would not involve the development of any noise-sensitive land uses susceptible to excessive noise related aircraft operations within the 60 CNEL.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to noise. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR were certified as complete.

**Mitigation/Monitoring Required:** The FEIS/EIR concludes that with implementation of identified mitigation measures, there would be no significant impacts related to noise. The Project does not increase the severity of the noise impacts previously identified in the FEIS/EIR. Therefore, no refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required. Mitigation Measure N-3 will apply to the project during construction. Mitigation Measure N-4 will apply to the City in relation to noise studies adjacent to Warner and Harvard Avenues.

**Mitigation/Monitoring Not Being Implemented:** Mitigation Measure N-1 is not applicable to the Project, as no residential buildings are being reused as part of the Project. Mitigation Measure N-2, regarding noise studies on surrounding properties during design of the intersection at Tustin Ranch Road at Edinger Avenue, have been completed by the City of Tustin.

- Sources:
- Field Observations
  - ATEP Phase 3A Concept Plan Addendum/Initial Study
  - District/City Land Exchange Addendum/Initial Study
  - ATEP LRP Addendum/Initial Study as amended by November 2008 Errata
  - ATEP LRP as amended by the October and November 2008 Erratas
  - ATEP LRAP as amended by the October 2008 Errata
  - FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-154 through 3-162), and Addendum (pp. 5-96 through 5-99) and Final Supplement #1

MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.13 Population and Housing

#### 3.13.1 Existing Conditions

There is no housing and associated population on the ATEP Site.

#### 3.13.2 Project Impact Evaluation

a) Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
c) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

Responses to a-c:

*No Impact Due to No Substantial Change from Previous Analysis:* Implementation of the Project would have no impacts to population and housing. There are no new or increased significant adverse project-specific or cumulative impacts with regard to population and housing that are identified as a result of the adoption and implementation of the Project. There is no new information relative to population and housing that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to population and housing.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to population and housing. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from implementation of the District's adoption and implementation of the Project; therefore, no new or revised mitigation measures are required for population and housing. In addition, there are no mitigation measures contained in the City's 2014 MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no mitigation measures contained in the City's 2014 MMRP for the FEIS/EIR with regard to population and housing. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-18 through 3-34, pp. 4-14 through 4-29, pp. 7-18 through 7-19, Addendum (pp. 5-101 through 5-112) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
District Conveyance Agreement  
Tustin General Plan  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.14 Public Services

#### 3.14.1 Existing Conditions

Fire

The Orange County Fire Authority (OCFA) provides fire protection to the Project site and Tustin Legacy.

Police

Police protection services for the ATEP campus are provided by the Irvine Valley College Police Department.

Schools

There are no K-12 school facilities on the Project site.

Parks

There are no existing parks on the Project site.

Other

The Project site will ultimately be owned entirely by SOCCCD. SOCCCD will develop public service facilities on the Project site.

#### 3.14.2 Project Impact Evaluation

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Response to a:

*No Impact Due to No Substantial Change from Previous Analysis:* Implementation of the Project will not cause any significant impacts to public services. There are no new or increased significant adverse project-specific or cumulative impacts with regard to public services and facilities that are identified as a result of the adoption and implementation of the Project. There is no new information relative to public services and facilities that was not in existence at the time the FEIS/EIR was prepared. Therefore, the Project and its

implementation are consistent with the FEIS/EIR and no new mitigation measures are required in relation to impacts to public services and facilities.

#### Fire Protection

Fire protection for the Project site was discussed and analyzed in the FEIS/EIR. The Project results in no changes to that previous analysis, and no increased or new environmental effects on the environment from those previously analyzed in the FEIS/EIR.

Implementation of the Project will require compliance with existing OCFA regulations regarding construction materials and methods, emergency access, water mains, fire flow, fire hydrants, sprinkler systems, building setbacks, and other relevant regulations. Adherence to these regulations will reduce the risk of uncontrollable fire and increase the ability to efficiently provide fire protection services to the Site. Pursuant to the FEIS/EIR, the existing fire stations in the Project vicinity with additional firefighting personnel and equipment will meet the demands created by the Project and other development within Tustin Legacy. A relocated and expanded Fire Station No. 37, located less than one mile east of the Project site, opened in 2014 to serve Tustin Legacy and surrounding areas. No new or expanded facilities were identified as being required and therefore no physical impacts were identified.

#### Police Protection

Police protection for the Project site was discussed and analyzed in the FEIS/EIR. The Project results in no changes to that previous analysis, and no increased or new environmental effects on the environment from those previously analyzed in the FEIS/EIR.

The Irvine Valley College Police Department has a similar level of law enforcement capabilities as Tustin Police Department officers, including the capacity to cite and arrest offenders. They also have access to the emergency radio network that is shared with the Tustin Police Department, Orange County Sheriff's Department, OCFA, and other emergency personnel. The SOCCCD property is patrolled and serviced 24 hours per day by a combination of the Irvine Valley College police and security services that are under the management of the Irvine Valley College police. Tustin Police Department officers would respond to requests for assistance on the County-owned parcel.

Implementation of the Project would not increase the need for police protection services in addition to what was anticipated in the FEIS/EIR.

#### Schools

The Project does not include any residential development. Therefore, the Project does not generate K-12 students and there is no impact to schools. Neither the City nor the SOCCCD would be required to pay school development fees consistent with Senate Bill (SB) 50 of 1998.

#### Parks

Consistent with the Specific Plan, the Project does not include any park development. PA 2, located north of Valencia Avenue and the ATEP campus, is identified in the Specific Plan as a "Community Park." PA 6, located across Armstrong Avenue from the Project site, is identified as an "Urban Regional Park." There is no change to the proposed park uses in PAs 2 and 6 as a result of the Project.

#### Other Public Facilities

The FEIS/EIR concluded that public facilities would be provided according to a phasing plan to meet projected needs as development of the Specific Plan proceeded. The Project would not increase the demand

more than what was already analyzed in the previously certified FEIS/EIR.

Mitigation/Monitoring Required: The FEIS/EIR concluded that there would be no significant unavoidable impacts related to public services. The Project and its implementation would not result in any new or increased impacts to public services beyond those identified in the FEIS/EIR. Therefore, no new mitigation measures are required. Because the Project does not involve any development on the Project site, no mitigation measures related to public services apply to the Project.

The City and SOCCCD would implement Mitigation Measure LU-2(m) by ensuring adequate public services are included to serve the Project as a result of the adoption and implementation of the Project, as described in the 2014 MMRP. Under Mitigation Measure LU-2, the City is responsible for ensuring that adequate fire protection, police protection, library, and parks and recreational facilities needed to adequately serve the Tustin Legacy Project is provided as necessary. The City will implement Mitigation Measure LU-2(n). The City and SOCCCD will implement Mitigation Measures LU-2(o) by coordinating directly with the OCFA regarding potential fire protection impacts of the Project. SOCCCD's Fire Master Plan has already been reviewed and approved by OCFA as part of Phase 1 of the ATEP Campus. Mitigation Measures LU-2 (p), (q), and (r), related to fire protection, will be implemented as specific developments are proposed for the Project site. Mitigation Measure LU-2(s), regarding police protection, has been implemented by the SOCCCD, and the Tustin Police Department has been consulted regarding the existing ATEP Campus and the development of MCAS Tustin. The City and SOCCCD will continue to coordinate with the Tustin Police Department on issues related to the policing of the Project site.

Mitigation/Monitoring Not Being Implemented: Mitigation Measure LU-2(t) regarding the payment of school fees is not applicable to the Project, and therefore is not within the responsibility of the Project. Mitigation Measures LU-2(u) and (v) regarding the contribution of park facilities are also not applicable to the Project, and are therefore not within the responsibility of the Project. Mitigation Measure LU-2(w) regarding the creation of a landscape maintenance district is the responsibility of the Tustin Legacy master developer, and therefore is not within the responsibility of the Project. Mitigation Measure LU-2(x) regarding agreements with the County of Orange Harbors and Beaches and the City of Tustin for trail improvements are not applicable to the Project, and are therefore not within the responsibility of the Project.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
Consulations with Irvine Valley College Police Chief  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-47 through 3-57, pp. 4-56 through 4-80, pp. 7-21 through 7-22, and Addendum (pp. 5-112 through 5-122) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
District Conveyance Agreement  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43



### 3.15 Recreation

#### 3.15.1 Existing Conditions

Consistent with the Specific Plan, there are no public recreational facilities on the ATEP Site.

#### 3.15.2 Project Impact Evaluation

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction, expansion, or recreational facilities, which might have an adverse physical effect on the environment?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>

Responses to a-b:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project would not result in an increase of development intensity or change in uses that would result in increased use of existing parks or recreational facilities. There are no new or increased significant adverse project-specific or cumulative impacts with regard to recreation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to recreation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to recreation.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to recreation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from the implementation of the Project; therefore, no new or revised mitigation measures are required for recreation. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for recreation or recreational facilities, and there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to recreation or recreational facilities.

Sources:           Field Observations  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-47 through 3-57, pp. 4-56 through 4-80, pp. 7-21 through 7-22, and Addendum (pp. 5-122 through 5-127) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
Tustin General Plan  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43



d) Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
e) Would the project result in inadequate emergency access?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
f) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>

Responses to a – f:

*No Impact Due to No Substantial Change from Previous Analysis.* The Project does not substantially modify the roadway system as previously analyzed in the FEIS/EIR, including the Phase 3A Concept Plan Addendum and the District/City Land Exchange Addendum. The square footage of development and the general location of the First Building is consistent with that which was previously analyzed.

The project includes improvements to one existing access point (Lansdowne Road, Access #1) and two other access points, one each from Valencia Avenue east of Lansdowne Road (Access #2) and Bell Avenue (Access #3). The three access points were previously analyzed in the District/City Land Exchange Addendum, which included a Traffic Study. The Project does not propose any significant adjustments to the location or design of the three access points, nor does it increase the amount of traffic by adding square footage beyond that which was previously analyzed.

On-site circulation would include a system of sidewalks, pedestrian walkways, and bicycle lanes connecting Valencia Avenue, Bell Avenue, and the First Building. Bicycle lanes will connect to the existing Class II bicycle lane on Valencia Avenue and the planned Class II bicycle lane on Bell Avenue. With these features, the project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

There are no new or increased significant adverse project-specific or cumulative impacts with regard to traffic and transportation that are identified as a result of the adoption and implementation of the Project. There is no new information relative to traffic and transportation that was not in existence at the time the FEIS/EIR was prepared and no new mitigation measures are required in relation to impacts to traffic and transportation.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate

Project impacts or mitigation measures with regard to recreation. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: The mitigation measures applicable during implementation of the Project have been identified in the City's adopted MMRP. Mitigation Measure T/C-1 requires that prior to the approval of a site development permit, the City of Tustin must review and approve the proposed traffic control and operations plans that would minimize the traffic impacts of proposed construction activity. The plans shall address roadway and lane closures, truck hours and routes, and notification procedures for planned short-term or interim changes in traffic patterns. Mitigation Measures T/C-2 through T/C-9, IA-1, IA-2, and IA-5 are implemented by the City of Tustin and/or the City of Irvine. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required for implementation (i.e., construction) of the Project. The Project will implement the relevant mitigation measures of the adopted MMRP and as stated in the 2014 MMRP. No new impacts or substantially more severe impacts will result from the District's adoption and implementation of the Project than originally considered by the previously certified FEIS/EIR. Therefore, no new or revised mitigation measures are required.

Mitigation/Monitoring Measures Not Being Implemented: Mitigation Measure IA-3 requires that prior to approval of a development permit, the City of Tustin shall review traffic information provided for the project by the project developer. The City is required to evaluate project traffic impacts utilizing the circulation system and capacity assumptions included in the FEIS/EIR. Compliance with this Mitigation Measure has been completed through the Traffic Study prepared by Stantec and included in Appendix A to this Addendum. The project would not exceed traffic capacity thresholds or require the implementation of traffic mitigation measures. With the approval of the Amended and Restated Conveyance Agreement, no further action is required in compliance with Mitigation Measure IA-5. For Mitigation Measures IA-6 and IA-7, the City has determined that no off-site roadway improvements are needed on the Project site.

Sources: Field Observations  
ATEP – District and County Land Swap Traffic Evaluation Technical Memorandum by Austin-Foust Associates, May 2011  
ATEP Phase 3A Concept Plan Addendum/Initial Study  
District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
City of Tustin Traffic Analysis Requirements  
SOCCCD ATEP Phase 3A Traffic Circulation Analysis prepared by Austin-Foust Associates, February 2009  
SOCCCD ATEP Phase 3A Parking Analysis prepared by Austin-Foust Associates, February 2009  
"Marine Corps Air Station (MCAS) Tustin Disposal and Reuse Traffic Study" prepared by Austin-Foust Associates (Appendix F to the FEIS/EIR)  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-118 through 3-142, pp. 4-139 through 4-206, pp. 7-32 through 7-42, and Addendum (pp. 5-127 through 5-147) and Final Supplement #1

MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
District Conveyance Agreement  
Tustin General Plan  
2014 City of Tustin Annual Mitigation Monitoring Reports  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.17 Utilities and Service Systems

#### 3.17.1 Existing Conditions

All dry utilities (electricity, cable, telephone, and gas) and wet utilities (water, wastewater and reclaimed water) are located in the streets surrounding the Project site. Existing development on the ATEP campus connect to these utilities. New utility services are also planned along the approved Bell Avenue extension south of the site.

#### 3.17.2 Project Impact Evaluation

a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
b) Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
c) Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
e) Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporation <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>

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f) Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>
g) Would the project comply with federal, state, and local statutes and regulations related to solid waste?	Potentially Significant Impact  <input type="checkbox"/>	Less than Significant With Mitigation Incorporation  <input type="checkbox"/>	Less than Significant Impact  <input type="checkbox"/>	No Impact  <input checked="" type="checkbox"/>

Responses to a-g:

*No Impact Due to No Substantial Change from Previous Analysis:* The Project would not result in any change to the utilities plan presented in the Specific Plan, or require increased utility services beyond the levels analyzed in the FEIS/EIR, the Phase 3A Concept Plan Addendum, or the District/City Land Exchange Addendum. The square footage of development and the type of use at the Project site is consistent with that which was previously analyzed.

Project facilities would comply with local and State code requirements related to water efficiency and the minimization of wastewater and solid waste generation. Impacts related to these utilities were evaluated in the FEIS/EIR and addenda; the Project would not result in any increase in water use and wastewater and solid waste generation over the prior analyses. Relative to stormwater, the Project would be required to implement a WQMP consistent with current standards. This would result in substantial on-site water retention and infiltration, thereby reducing off-site drainage flows and minimizing impacts to the local drainage system. All storm drains would be designed in compliance with the Tustin Legacy Master Drainage Plan.

Based on the foregoing, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent or supplemental EIR or other environmental document to evaluate Project impacts or mitigation measures with regard to utilities and service systems. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

Mitigation/Monitoring Required: No new impacts or substantially more severe impacts would result from adopting or implementing the Project; therefore, no new or revised mitigation measures are required for public utilities. In addition, there are no mitigation measures contained in the City's MMRP for the FEIS/EIR with regard to public utilities. No refinements are necessary to the FEIS/EIR mitigation measures and no new mitigation measures are required.

Mitigation/Monitoring Not Being Implemented: There are no new or revised mitigation measures for public utilities, and no mitigation measures are contained in the MMRP with regard to public utilities.

Sources: Field Observations  
 ATEP Phase 3A Concept Plan Addendum/Initial Study



District/City Land Exchange Addendum/Initial Study  
ATEP LRP Addendum/Initial Study as amended by November 2008 Errata  
ATEP LRP as amended by the October and November 2008 Erratas  
ATEP LRAP as amended by the October 2008 Errata  
FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 3-35 through 3-46, pp. 4-32 through 4-55, pp. 7-20 through 7-21, and Addendum (pp. 5-147 through 5-165) and Final Supplement #1  
MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)  
District Conveyance Agreement  
Integrated Resource Management letter dated October 2008  
Tustin General Plan  
City of Tustin Resolution Nos. 00-90, 04-77, and 06-43

### 3.18 Mandatory Findings of Significance

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Potentially Significant Impact           <input type="checkbox"/>	Less than Significant With Mitigation Incorporation           <input type="checkbox"/>	Less than Significant Impact           <input type="checkbox"/>	No Impact           <input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	Potentially Significant Impact           <input type="checkbox"/>	Less than Significant With Mitigation Incorporation           <input type="checkbox"/>	Less than Significant Impact           <input type="checkbox"/>	No Impact           <input checked="" type="checkbox"/>
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	Potentially Significant Impact           <input type="checkbox"/>	Less than Significant With Mitigation Incorporation           <input type="checkbox"/>	Less than Significant Impact           <input type="checkbox"/>	No Impact           <input checked="" type="checkbox"/>

Response to a-c:

*No Impact Due to No Substantial Change from Previous Analysis:* The FEIS/EIR previously considered all environmental impacts associated with the implementation of the Specific Plan, including mandatory findings of significance associated with the implementation of the Project. The Project would not expand the area of development and would not impact any natural habitats or other areas inhabited by sensitive species. The Project would not increase development potential compared to the full scope of the MCAS Tustin Specific Plan evaluated in the FEIS/EIR, including the Phase 3A Concept Plan Addendum and the District/City Land Exchange Addendum. The Project would not cause unmitigated environmental effects that were not already examined in the FEIS/EIR. There are no new mitigation measures required and there are no new significant adverse project-specific or cumulative impacts in any environmental areas that were identified, nor would any project-specific or cumulative impacts in any environmental areas be made worse as a result of the Project. All feasible mitigation measures identified in the FEIS/EIR will be incorporated into subsequent actions that the District and County commit to fully implement. Therefore, the Project does not create any impacts that have not previously been addressed by the FEIS/EIR.

Further, none of the conditions identified in CEQA Guidelines Section 15162 exist that would trigger the need to prepare a subsequent EIR to evaluate Project impacts or mitigation measures with regard to environmental impacts. Specifically, there have not been: (1) changes to the Project that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; (2) substantial changes with respect to the circumstances under which the Project is undertaken that require major revisions of the previous FEIS/EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; or (3) the availability of new information of substantial importance relating to significant effect or mitigation measures or alternatives that was not known and could not have been known when the FEIS/EIR was certified as complete.

*Mitigation/Monitoring Required:* No new impacts or substantially more severe impacts would result from the Project; therefore, no new or revised mitigation measures are required.

*Mitigation/Monitoring Not Being Implemented:* There are no new or revised mitigation measures for mandatory findings of significance and no mitigation measures are contained in the MMRP with regard to mandatory findings of significance.

*Sources:*

- Field Observations
- ATEP Phase 3A Concept Plan Addendum/Initial Study
- ATEP Long-Range Plan (LRP) Addendum/Initial Study as amended by November 2008 Errata
- ATEP Long-Range Academic & Facilities Plan, as amended by the October and November 2008 Erratas (LRP)
- ATEP Long-Range Academic Plan, as amended by the October 2008 Errata (LRAP)
- FEIS/EIR for Disposal and Reuse of MCAS Tustin (pp. 5-4 through 5-11) and Addendum and Final Supplement #1
- MCAS Tustin Specific Plan/Reuse Plan (pp. 3-35 through 3-62, pp. 3-70 through 3-81, pp. 3-82 through 3-88, and pp. 3-104 through 3-137)
- City of Tustin Resolution Nos. 00-90, 04-77, and 06-43
- Tustin General Plan

#### 4. Summary of Mitigation Measures

Project impacts and required mitigation (if necessary) are discussed in the environmental issue topical areas in Section 3 above – Environmental Evaluation. Based on the previously certified FEIS/EIR, the environmental evaluation determined that no new mitigation is needed for the Project. The following table (Table 4) lists the Specific Plan FEIS/EIR Mitigation Measures that are applicable to the Project.

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site						
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status	
LU-2 (d)	Prior to the issuance of permits for any public improvements or development project, a development applicant shall submit to the City of Tustin and City of Irvine, as applicable, information from IRWD which outlines required facilities necessary to provide adequate potable water and reclaimed water service to the development.	Prior to the issuance of permits for any public improvements or development project.	Project developer	Community Development Department (Tustin and/or Irvine, as appropriate)	SOCCLD (ATEP): IRWD has determined there will be adequate facilities to serve Phase 1 of the project; a will-serve letter will need to be submitted for all future phases of development.	
LU-2 (e)	Prior to the issuance of building permits, the project developer shall ensure that fire hydrants capable of flows in amounts approved by the OCFA are in place and operational to meet fire flow requirements.	Prior to the issuance of the certificates of use and occupancy.	Project developer	Community Development Department (Tustin and/or Irvine, as appropriate); OCFA	SOCCLD (ATEP): OCFA has determined that the project plans and data show adequate flows to serve Phase 1 of the project; OCFA will need to determine adequate flows for all future phases.	
LU-2 (f)	Prior to the issuance of permits for any public improvements or development project, a development applicant shall submit to the City of Tustin and City of Irvine, as applicable, information from IRWD, OCSD, or the City of Tustin which outlines required facilities necessary to provide adequate sanitary sewage service to the development.	Prior to the issuance of permits for any public improvements or development project.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCLD (ATEP): IRWD and OCSD have determined there will be adequate facilities to serve the Phase 1 project; determinations will be made for all future phases.	
LU-2 (k)	Prior to any grading for any new development, the following drainage studies shall be submitted to and approved by the City of Tustin, City of Irvine, and/or OCFCDD, as applicable:  (1) A drainage study including diversions (i.e., off-Site areas that drain onto and/or through the project site), with justification and appropriate mitigation for any proposed diversion.  (2) A drainage study evidencing that proposed drainage patterns would not result in	Prior to any grading for any new development.  Prior to any grading for any new development.	Project developer  Project developer	Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)  Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)	SOCCLD (ATEP): Grading and drainage plans approved by the City and improvements installed for Phase 1 of project; however, grading and drainage plans will need to be submitted and approved by the City and improvements installed in conjunction with future phases.	

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Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	<p>increased 100-year peak discharges within and downstream of the project limits, and would not worsen existing drainage conditions at storm drains, culverts, and other street crossing including regional flood control facilities. The study shall also propose appropriate mitigation for any increased runoff causing a worsening condition of any existing facilities within or downstream of project limits. Implementation of appropriate interim or ultimate flood control infrastructure construction must be included.</p> <p>(3) Detailed drainage studies indicating how, in conjunction with the drainage conveyance systems included applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, building pads are made safe from runoff inundation which may be expected from all storms up to and including the theoretical 100-year flood.</p>	<p>Prior to any grading for any new development.</p>		<p>(Tustin and/or Irvine, as applicable)</p>	
	<p><b>General</b></p> <p>The City of Tustin and the City of Irvine, each within its respective jurisdiction, shall ensure that adequate fire protection, police protection, and parks and recreation facilities (including bikeways/trails) needed to adequately serve the reuse plan area shall be provided as necessary. To eliminate any negative impact the project could have on each community's general fund, financing mechanisms including but not limited to developer fees, assessment district financing and/or tax increment financing (in the event that a redevelopment project area is created for the</p>	<p>Prior to any grading for any new development.</p>	<p>Project developer</p>	<p>Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)</p>	<p>SOCCCD (ATEP): (1) Pursuant to the Conveyance Agreement, SOCCCD is required to construct all on-site improvements; however, the City has exempted SOCCCD from City CFD-funded Tustin Legacy Backbone Infrastructure costs is educational. Phase 1 of the project has been developed as an educational use; however, SOCCCD adopted a Long Range Plan on November 3, 2008 and</p>
LU-2 (m)					

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	<p>Site), shall be developed and used as determined appropriate by each City. Specifically;</p> <p>(1) Applicants for private development projects shall be required to enter into an agreement with the City of Tustin or the City of Irvine, as applicable, to establish a fair-share mechanism to provide needed fire and police protection services, libraries, and parks and recreation facilities (including bikeways) through the use of fee schedules, assessment district financing, Community Facility District financing, or other mechanisms as determined appropriate by each respective city.</p> <p>(2) Recipients of property through public conveyance process shall be required to mitigate any impacts of their public uses of property on public services and facilities.</p>	<p>Prior to final map recordation or building permit issuance.</p>	<p>Project Developer</p> <p>Property recipients</p>	<p>Tustin Community Development Department, Police Department, or Parks Department or the City of Irvine, and/or OCFA, as appropriate.</p>	<p>submitted a Concept Plan for Phase 3A that may not clearly identify the primary use as educational as the City has informed SOCCCD. As a result SOCCCD may be subject to a required future contribution to Tustin Legacy Backbone Infrastructure for non-educational uses, and is still subject to assessments from outside utility purveyors regardless of primary use of project as well as landscape maintenance easements.</p> <p>(2) Pursuant to the Conveyance Agreement, SOCCCD is required to construct all on-site improvements; however, SOCCCD is exempted from Tustin Legacy Backbone Infrastructure costs provided that proposed uses on the project site are educational. Phase 1 of the project has been developed as an educational use and the Phase 3A Concept Plan approved in July 2010 authorized up to 305,000 square feet of uses. In the event non-educational uses are proposed in the future, SOCCCD will be subject to required Fair Share Contributions to Tustin</p>

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
LU-2 (o)	<u>Fire Protection/Emergency Medical Services</u> Prior to the first final map recordation or building permit issuance for development (except for financing and reconveyance purposes), the project developer could be required to enter into an agreement with the City of Tustin or City of Irvine/OCFA, as applicable, to address impacts of the project on fire services. Such agreement could include participation for fire protection, personnel and equipment necessary to serve the project and eliminate any negative impacts on fire protection services.	Prior to the first final map recordation or building permit issuance for development (except for financing and reconveyance purposes).	Project developer	Tustin Community Redevelopment Agency and the City of Irvine	Legacy Backbone Infrastructure for the non-educational uses, and in any event would still be subject to assessments from outside utility purveyors regardless of primary use of the site.  SOCCCD (ATEP): The SOCCCD received building permits via the Division of the State Architect for Phase I. No additional Fair Share Contribution toward Tustin Legacy Backbone Infrastructure, including fire facilities required for educational uses. SOCCCD will be responsible for any Fair Share Contributions required for Tustin Legacy Backbone Infrastructure, including the Fire Station in Tustin Legacy, for any non-educational uses that occur on the site.
LU-2 (p)	Prior to issuance of building permits, the project developer shall work closely with the OCFA to ensure that adequate fire protection measures are implemented in the project.	Prior to issuance of building permits.	Project developer	Community Development Department (Tustin and/or Irvine as applicable)	SOCCCD (ATEP): Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.
LU-2 (q)	Prior to issuance of building permits for phased projects, the project developer shall submit a construction phasing plan to the OCFA	Prior to issuance of building permits for phased projects.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete;



**Table 4. Specific Plan FEIS/EIR  
Mitigation Measures Applicable to Project Site**

No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	demonstrating that emergency vehicle access is adequate.				however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.
LU-2 (r)	Prior to the issuance of building permits, the project developer shall submit a fire hydrant location plan for the review and approval of the Fire Chief and ensure that fire hydrants capable of flows in amounts approved by the OCFA are in place and operational to meet fire flow requirements.	Prior to issuance of building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCACCD (ATEP): Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.
LU-2 (s)	<u>Police Protection</u> Prior to issuance of building permits, the project developer shall work closely with the respective Police Department to ensure that adequate security precautions are implemented in the project.	Prior to issuance of building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCACCD (ATEP): The Tustin Police Department has reviewed the Phase 1 project; however, the Tustin Police Department will need to review all future phases.
Arch-2	Prior to issuance of grading permits, the cities of Tustin and Irvine shall each require applicants of individual development projects to retain, as appropriate, a country-certified archaeologist. If buried resources are found during grading within the reuse plan area, a qualified archaeologist would need to assess the Site significance and perform the appropriate mitigation. The Native American view point shall be considered during this process. This could include testing or data recovery. Native American consultation shall also be initiated during this process.	Prior to issuance of grading permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCACCD (ATEP): The SOCACCD retained an archaeologist for project construction of Phase 1; however, an archaeologist will also need to be obtained for construction of any future phases.
Paleo-1	The cities of Tustin and Irvine shall each require applicants of individual development projects to comply with the requirements established in a PRMP prepared for the Site, which details the methods to be used for surveillance of construction	Prior to issuance of grading permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCACCD (ATEP): The SOCACCD shall be required to retain an archaeologist for all phased ATEP construction.

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
Paleo-2	grading, assessing finds, and actions to be taken in the event that unique paleontological resources are discovered during construction. Prior to the issuance of a grading permit, project applicants shall provide written evidence to each city, that a county-certified paleontologist has been retained to conduct salvage excavation of unique paleontological resources if they are found.	Prior to issuance of grading permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCLD (ATEP): The SOCCLD shall be required to retain a paleontologist for all phased ATEP construction.
Bio-1	The project proponents of any development affecting jurisdictional waters of the U.S. or vegetated wetlands shall obtain Section 404, Section 1602, and other permits as necessary. A replacement ratio for affected wetland resources shall be determined in consultation with regulatory agencies as part of the permitting process. The actions proposed on Peters Canyon Channel shall be mitigated by the OCFCD who is the project proponent for flood control improvements.	Prior issuance of grading permits or any public improvements within pond turtle habitat.	Project developer	Tustin Community Development Department and/or OCFCD, as appropriate	SOCCLD (ATEP): The U.S. Army Corps of Engineers and California Department of Fish and Wildlife have determined that the existing drainage ditches are not subject to their jurisdiction. Regional Water Quality Control Board has determined they will not regulate the drainage ditches.
Bio-2	Based on calculations with the California Department of Fish & Game ("CDFG"), City of Tustin, or a project proponent as applicable, an off-Site relocation Site for southwestern pond turtles captured on Site shall be identified that is as close to the Reuse Plan area as possible and that is sustainable in perpetuity.	Prior to issuance of grading permits or any public improvements within pond turtle habitat.	City of Tustin and/or project developer, as appropriate	Tustin Community Development Department	SOCCLD (ATEP): The SOCCLD would be responsible for arrangements with CDFG for relocation of any found turtles.
Bio-3	Permits from the CDFG shall be obtained for live-capture of the turtles and for transporting them to the relocation Site.	Prior to issuance of grading permits or any public improvements within pond turtle habitat.	Project developer	Tustin Community Development Department	SOCCLD (ATEP): The SOCCLD would be responsible for arrangements with CDFG for relocation of any turtles found.
Bio-4	A project proponent shall negotiate with the CDFG or other agency or organization as appropriate, for relocation of turtles and/or contribution of funds to improve, restore, or create a relocation	Ongoing	City of Tustin and/or project developer, as appropriate	Tustin Community Development Department	SOCCLD (ATEP): The SOCCLD would be responsible for arrangements

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Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
T/C-1	<p>Site as turtle habitat, in conjunction with any regulatory permits necessary.</p> <p>Construction</p> <p>In conjunction with the approval of a Site development permit, the City of Tustin and the City of Irvine, as applicable (for that portion of the reuse plan within Irvine), shall require each developer to provide traffic operations and control plans that would minimize the traffic impacts of proposed construction activity. The plans shall address roadway and lane closures, truck hours and routes, and notification procedures for planned short-term or interim changes in traffic patterns. The City of Tustin and the City of Irvine, as applicable, shall ensure that the plan would minimize anticipated delays at major intersections. Prior to approval, the City of Tustin or the City of Irvine, as applicable shall review the proposed traffic control and operations plans with any affected jurisdiction.</p>	Prior to Site development permit.	Project developer	Public Works Department (Tustin or Irvine, as applicable)	<p>with CDFW for relocation of any turtles found.</p> <p>SOCCCD (ATEP): Routes provided to and approved by Public Works for Phase 1 of the project; however, all routes for future phases will need to be provided to and approved by Public Works.</p>
T/C - 1A-3	<p>Prior to the approval of (1) a Planning Area Concept Plan pursuant to Section 4.2 of the Specific Plan, (2) a Site development permit, or (3) a vesting tentative map for new square footage (not for financing or conveyance purposes), a project developer shall provide traffic information consistent with the provisions of the Specific Plan, the FEIS/EIR and the requirements of the City of Tustin Traffic Engineer. The traffic information shall (a) identify and assign traffic circulation mitigation measures required in the REIS/EIR pursuant to the Phasing Plan described in Table 4.12-10 of the FEIS/EIR (see Table 5 at the end of the Mitigation Monitoring and Reporting Program); (b) evaluate</p>	<p>Prior to the approval of (1) a Planning Area Concept Plan pursuant to Section 4.2 of the Specific Plan, (2) a Site development permit, or (3) a vesting tentative map for new square footage (not for financing or conveyance purposes).</p>	Project developer	Tustin Community Development and Public Works Departments	<p>SOCCCD (ATEP): The Project adds square footage of development which is consistent with that previously approved. SOCCCD will coordinate with the City in the timing and installation of necessary improvements related to the Project.</p>

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
AQ-1	<p>the effects of either the delay of any previously committed circulation improvements or the construction of currently unanticipated circulation improvements; and (c) utilize the circulation system and capacity assumptions within the FEIS/EIR and any additional circulation improvements completed by affected jurisdictions for the applicable timeframe of analysis.</p> <p>If determined feasible and appropriate on a project-by-project basis, the City of Tustin and the City of Irvine, as applicable, shall require individual development projects to implement one or more of the following control measures, if not already required by the SCAQMD under Rule 403:</p> <ul style="list-style-type: none"> <li>- Apply water twice daily, or chemical soil stabilizers according to manufacturers' specifications, to all unpaved parking or staging areas or unpaved road surfaces at all actively disturbed Sites.</li> <li>- Develop a construction traffic management plan that includes, but is not limited to, rerouting construction trucks off congested streets, consolidating truck deliveries, and providing dedicated turn lanes for movement of construction trucks and equipment on-site and off-site.</li> <li>- Use electricity from power poles rather than temporary diesel or gasoline powered generators.</li> </ul>	Prior to issuance of grading or building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOCCCD (ATEP): Requirements were fulfilled by the SOCCCD during construction for Phase 1; however, future phases will be subject to the AQMD rules which require air pollutant emissions to not create nuisance off-site.

**Table 4. Specific Plan FEIS/EIR  
Mitigation Measures Applicable to Project Site**

No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	<ul style="list-style-type: none"> <li>- Reduce traffic speeds on all unpaved roads to 15 mph or less.</li> <li>- Pave construction roads that have a traffic volume of more than 50 daily trips by construction equipment or 150 total daily trips for all vehicles.</li> <li>- Apply approved chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for four days or more).</li> <li>- Replace ground cover in disturbed areas as quickly as possible.</li> <li>- Enclose, cover, water twice daily, or apply approved soil binders according to manufacturers' specifications, to exposed piles of gravel, sand, or dirt.</li> <li>- Cover all trucks hauling dirt, sand, soil, or other loose materials, and maintain at least two feet of freeboard (i.e., minimum vertical distance between top of the load and top of the trailer).</li> <li>- Sweep streets at the end of the day if visible soil material is carried over to adjacent roads (use water sweepers with reclaimed water when feasible).</li> <li>- Install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash</li> </ul>				

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	off trucks and any equipment leaving the Site each trip.				
AQ-2	Unless determined by the City of Tustin and the City of Irvine, as applicable, to be infeasible on a project-by-project basis due to unique project characteristics, each city shall require individual development projects to use low VOC architectural coatings for all interior and exterior painting operations.	Prior to issuance of grading or building permits.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOC CCD (ATEP): Responsibility of SOCCCD but will be imposed in City conditions of approval on entitlements pursuant to the Conveyance Agreement.
AQ-3	<p>Prior to the issuance of development permits for new non-residential projects with 100 or more employees, and expanded projects where additional square footage would result in a total of 100 or more employees, the City of Tustin and the City of Irvine, as applicable, shall impose a mix of TDM measures which, upon estimation, would result in an average vehicle ridership of at least 1.5, for each development with characteristics that would be reasonably conducive to successful implementation of such TDM measures. These TDM measures may include one or more of the following, as determined appropriate and feasible by each city on a case-by-case basis:</p> <ul style="list-style-type: none"> <li>- Establish preferential parking for carpool vehicles.</li> <li>- Provide bicycle parking facilities.</li> <li>- Provide shower and locker facilities.</li> <li>- Provide carpool and vanpool loading areas.</li> <li>- Incorporate bus stop improvements into facility design.</li> <li>- Implement shuttles to shopping, eating, recreation, and/or parking and transit facilities.</li> <li>- Construct remote parking facilities.</li> <li>- Provide pedestrian circulation linkages.</li> <li>- Construct pedestrian grade separations.</li> </ul>	Prior to issuance of development permits for new non-residential projects with 100 or more employees and expanded projects where additional square footage would result in a total of 100 or more employees	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	SOC CCD (ATEP): SOC CCD will be required to implement TDM measures if applicable

ATEP First Building and Infrastructure Improvements  
Addendum/Environmental Checklist

Mitigation Measures

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	<ul style="list-style-type: none"> <li>- Establish carpool and vanpool programs.</li> <li>- Provide cash allowances, passes, and other public transit and purchase incentives.</li> <li>- Establish parking fees for single occupancy vehicles.</li> <li>- Provide parking subsidies for rideshare vehicles.</li> <li>- Institute a computerized commuter rideshare matching system.</li> <li>- Provide a guaranteed ride-home program for ridesharing.</li> <li>- Establish alternative work week, flex-time, and compressed work week schedules.</li> <li>- Establish telecommuting or work-at-home programs. Provide additional vacation and compensatory leave incentives.</li> <li>- Provide on-site lunch rooms/cafeterias and commercial service such as banks, restaurants, and small retail.</li> <li>- Provide on-site day care facilities.</li> <li>- Establish an employee transportation coordinator(s).</li> </ul>				
N-3	<p>For new development within the reuse area, the City of Tustin and City of Irvine, as applicable, shall ensure that interior and exterior noise levels do not exceed those prescribed by state requirements and local city ordinances and general plans. Plans demonstrating noise regulation conformity shall be submitted for review and approval prior to building permits being issued to accommodate reuse.</p>	Prior to issuance of building permits.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	<p>SOCCCD (ATEP): Phase 1 of the project is complete. The project was required to comply with the City's noise standards, and will be required for all future phases.</p>
WQ-1	<p>Prior to the approval of grading plans, the project developers shall provide written evidence to the Department of Public Works that it has filed a Notice of Intent with the State Water Resources Control board in order to obtain coverage under</p>	Prior to approval of grading plans.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	<p>Notice of Intent is on file with Community Development Department and/or Public Works Department.</p>

Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	the latest approved General Construction Permit. Pursuant to the permit requirements, developers shall develop a Stormwater Pollution Prevention Plan (SWPPP) that incorporates Best Management Practices for reducing or eliminating sediment and other construction-related pollutants in the Site runoff.				
WQ-2	Prior to approval of a grading plans, the Department of Public Works shall confirm that the contractors specifications require compliance with the latest approved General Waste Discharge Requirements issued by the Santa Ana Regional Water Quality Control Board to govern discharges from construction dewatering and water line/sprinkler line testing should they occur during construction. Developers shall comply with these regulations including provisions requiring notification, testing and reporting of dewatering and testing-related discharges, which shall mitigate any impacts of such discharges.	Prior to approval of grading plans.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Projects were reviewed for compliance with the General Waste Discharge Requirements.
WQ-4	To mitigate post-construction surface water and long-term groundwater discharge water quality impacts, prior to issuance of grading permits, developers shall prepare a project WQMP, which shall be submitted to the City of Tustin or City of Irvine, as applicable, for approval. The WQMP shall be prepared in compliance with all MS4 Permit requirements (including DAMP and LIP requirements), and at a minimum shall contain the following elements:  - a) An Integrated Water Conservation/Storm Water Runoff and Subdrain Discharge Water	Prior to issuance of grading permits.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Prior to issuance of grading permits, each development is required to submit a Water Quality Management Plan, which identifies applicable best practices.



Table 4. Specific Plan FEIS/EIR Mitigation Measures Applicable to Project Site					
No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	<p>Quality Management Program. This program shall integrate into the storm drainage and water quality control system facilities and systems to capture, recycle and conserve low flows, which may include irrigation returns and subdrain discharges, to reduce, to the extent feasible, post-development low flow surface runoff and groundwater discharge volumes. The program shall also implement one or more treatment control technologies developed under the NSMP and available at the time of project approval for nutrient and selenium removal.</p> <ul style="list-style-type: none"> <li>- b) Site Planning and Design BMPs. The WGMP shall incorporate Site design BMPs described in the Model WGMP attached as Exhibit 7.11 to the DAMP to the extent feasible and appropriate in light of proposed land uses.</li> <li>- c) Source Control BMPs. The WGMP shall incorporate source control BMPs described in the Model WGMP attached as Exhibit 7.11 to the DAMP to the extent feasible and appropriate in light of proposed land use.</li> <li>- d) Treatment Control BMPs. The WGMP shall incorporate treatment control BMPs described in the Model WGMP attached as Exhibit 7.11 to the DAMP.</li> </ul>				
WQ-5	As required by DAMP and the MS4 Permit, as well as the Cooperative Agreement DO2-119 between the City of Tustin, OCFCD, and County of Orange, a Water Quality Technical Report ("WQTR") shall	Prior to issuance of grading permits.	Project Developer	Community Development Department (Tustin and/or Irvine, as applicable)	Prior to issuance of grading permits, each development is required to submit a WGMP,

**Table 4. Specific Plan FEIS/EIR  
Mitigation Measures Applicable to Project Site**

No.	Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
	<p>be prepared prior to the issuance of grading permits. The WQTR shall quantitatively and qualitatively (as appropriate) assess planned BMPs to be included in the WQMP to confirm that the treatment and hydrologic controls included in the SWPPP and WQMP will be sufficient to assure that project discharges will not cause a violation of applicable water quality standards.</p>				<p>which identifies applicable best practices.</p>

## 5. Sources/Acronyms

### 5.1 Sources

The following sources were consulted in the preparation of this Initial Study.

#### Field Observations

California Air Resources Board, October 2013. *Facts about California's Sustainable Communities Plans: Southern California Association of Governments 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy*

California Air Resources Board, June 4, 2012. Executive Order G-12-039, *Southern California Association of Governments (SCAG) Sustainable Communities Strategy (SCS) ARB Acceptance of GHG Quantification Determination*

City of Tustin and Department of the Navy, 1998. *FEIS/EIR for Disposal and Reuse of MCAS Tustin and Addendum.*

City of Tustin, March 2015. *2014 Revised Annual Mitigation Monitoring and Status Report for Final Joint Environmental Impact Statement/Environmental Impact Report For the Disposal and Reuse of MCAS Tustin.*

City of Tustin, Reuse Plan adopted October 31, 1996, amended September 8, 1998, Specific Plan adopted by City Council Ordinance No. 1257 on February 3, 2003, and Specific Plan Amendment Adopted by City Council Ordinance No. 1311 on April 17, 2006. *MCAS Tustin Specific Plan/Reuse Plan.*

#### City of Tustin General Plan

City of Tustin Resolutions (including environmental checklists) regarding Tustin Legacy: 00-90; 04-32; 04-73; 04-74; 04-76; 04-77; 05-28; 05-35; 05-37; 05-38; 05-40; 05-71; 05-75; 05-76; 05-77; 05-78; 06-42; 06-43; 07-92; 08-09; 08-18; 08-38; 08-39; 08-42; 08-53.

RGP Planning & Development Services, November 2008. *South Orange County Community College District ATEP Advanced Technology & Education Park Long-Range Academic Plan and Facilities Plan, as amended by the October and November 2008 Erratas (LRP).*

RGP Planning & Development Services, November 2008. *South Orange County Community College District ATEP Advanced Technology & Education Park Long-Range Academic Plan, as amended by the October 2008 Errata (LRAP).*

RGP Planning & Development Services, July 2008. *CEQA Addendum/Initial Study for Advanced Technology Education Park (ATEP) Long Range Academic and Facilities Plan (LRP).*

RGP Planning & Development Services, October 2008. *CEQA Addendum/Initial Study and Appendices errata for Advanced Technology Education Park (ATEP) Long Range Academic and Facilities Plan (LRP).*

RGP Planning & Development Services, April 2013. *General Plan Amendment 2013-001, Specific Plan Amendment 2013-001, Development Agreement 2013-002, and Agreement for the Exchange of Real Property between City of Tustin and South Orange County Community College District. SOCCCD/City Land Exchange. CEQA Addendum/Initial Study.*

RGP Planning & Development Services, March 2009. *Advanced Technology & Education Park (ATEP) Phase 3A Concept Plan Project*. CEQA Addendum/Initial Study.

RGP Planning & Development Services, December 2011. *Agreement for Exchange of Real Property*. SOCCCD/County Land Exchange. CEQA Addendum/Initial Study.

Southern California Association of Governments, April 4, 2012. *2012-2035 Regional Transportation Plan/Sustainable Communities Strategy, General Plan Land Use and Zoning Maps for City of Tustin*.

South Orange County Community College District, April 22, 2004. "Agreement Between the City of Tustin and The South Orange County Community College District For Conveyance of a Portion of MCAS, Tustin and The Establishment of an Advanced Technology Educational Campus" (the "District Conveyance Agreement").

South Orange County Community College District, November 2008. *Resolution 08-35 Adopting the Addendum as Amended by the Errata dated November 2008 to the Final Environmental Impact Statement/Environment Impact Report for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan dated October 1996, as Amended by the Errata dated September 1998 pursuant to the California Environmental Quality Act for the Project, the Long-Range Academic and Facilities Plan dated June 2008 and as Amended by the Errata dated October 2008 and the Errata dated November 2008, and the Long-Range Academic Plan dated June 2008 and as Amended by the Errata dated October 2008*.

South Orange County Community College District, March 2009. *ATEP Phase 3A Concept Plan*.

State of California, California Code of Regulations

## 5.2 Acronyms

ACM	asbestos-containing materials
ADT	average daily trips
AELUP	Airport Environs Land Use Plan
ATEP	Advanced Technology & Education Park
BMP	best management practices
CDFW	California Department of Fish & Wildlife
CEQA	California Environmental Quality Act
City	City of Tustin
CNEL	community noise equivalent level
County	County of Orange
RWQCB	Regional Water Quality Control Board
DAMP	Drainage Area Management Plan
District	South Orange County Community College District
DSA	Division of the State Architect
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EV	education village
FAR	floor area ratio
FEIS/EIR	Program Final Joint EIS/EIR for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin (SCH No. 94071005).
FEMA	Federal Emergency Management Agency
FOST	Finding of Suitability to Transfer
GHG	greenhouse gas
ICU	intersection capacity utilization
LBP	lead-based paint
LEED	Leadership in Energy and Environmental Design
LID	low-impact development
LIFOC	Lease in Furtherance of Conveyance
LOS	Level of Service
LRAP	Long-Range Academic Plan
LRP	Long-Range Academic and Facilities Plan
MBTA	Migratory Bird Treaty Act
MCAS	Marine Corps Air Station
MMRP	Mitigation Monitoring and Reporting Program
MND	Mitigated Negative Declaration
Navy	Department of Navy
ND	Negative Declaration
NEPA	National Environmental Policy Act
NSMP	Nitrogen and Selenium Management Program
OCFA	Orange County Fire Authority
OCFCD	Orange County Flood Control District
OCHCA	Orange County Health Care Agency
OCSO	Orange County Sanitation District
OCTA	Orange County Transportation Authority
PA	planning area
Reuse Plan	MCAS Tustin Specific Plan (previously MCAS Tustin Reuse/Specific Plan)
ROD	Record of Decision
RSCCD	Rancho Santiago Community College District
SARWQCB	Santa Ana Regional Water Quality Control Board
SB	Senate Bill
SCAB	South Coast Air Basin

ATEP First Building and Infrastructure Improvements  
Addendum/Environmental Checklist

Sources and Acronyms

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SCAQMD	South Coast Air Quality Management District
SCH	State Clearinghouse
SF	square feet
SOCCCD	South Orange County Community College District
SPA	Specific Plan Amendment
Specific Plan	MCAS Tustin Specific Plan (previously MCAS Tustin Reuse/Specific Plan)
SR	state route
SRP	Short Range Plan
SWPPP	Stormwater Pollution Prevention Plan
TSF	thousand square feet
Tustin Legacy	former MCAS Tustin Site
VOC	volatile organic compounds
WQMP	Water Quality Management Plan

## 6. Report Preparers

The following professional firms and team members were involved in the preparation of the CEQA documentation for the proposed amendment to the MCAS Tustin Specific Plan.

### EPD Solutions, Inc.

- Jeremy Krout, AICP, LEED GA, President
- Rafik Albert, AICP, LEED AP, Senior Associate

## **Appendix A**

# **2014 Annual Mitigation Monitoring and Status Report, MCAS Tustin FEIS/EIR**



**2014 Annual Mitigation Monitoring and  
Status Report**

**for**

**Final Joint Environmental Impact Statement/Environmental Impact  
Report**

**(As modified by Final Supplement #1  
and Addendum to FEIS/EIR)**

**For the Disposal and Reuse of MCAS Tustin**

**SCH No. 94071005**

**City of Tustin  
Community Development Department  
300 Centennial Way  
Tustin, CA 92780**

Activities that took place in 2014 and/or are currently in progress are identified in *Italic*.

## **Introduction:**

Pursuant to the Mitigation Monitoring and Reporting Program (MMRP) for the Disposal and Reuse of MCAS Tustin, an annual review and a brief progress memorandum based on that review shall be prepared by each applicable city (City of Tustin or City of Irvine). The City of Tustin's annual review and progress memorandum provides the following:

1. A general description of the project's status, including actual or projected completion dates, if known.
2. The current status for each mitigation measure.

## **Background:**

On January 16, 2001, the City of Tustin certified the Program Final Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the reuse and disposal of MCAS Tustin. The FEIS/EIR evaluated the environmental impacts of the reuse and disposal of MCAS-Tustin, which included the adoption of a Specific Plan and other implementing actions. On December 6, 2004, the City of Tustin adopted Resolution No. 04-76 certifying a Supplement (Final Supplement #1) and Resolution No. 04-77 adopting the revised Mitigation Monitoring Report Program to the FEIS/EIR. On April 3, 2006, the City Council adopted Resolution No. 06-43 approving an Addendum to the FEIS/EIR and, on May 13, 2013, the City Council adopted Resolution No. 13-32 approving a second Addendum to the FEIS/EIR for the Disposal and Reuse of MCAS Tustin.

Included in Resolution Nos. 00-90, 04-77, 06-43, and 13-32 was a requirement for a Mitigation Monitoring and Reporting Program (MMRP) for the Disposal and Reuse of MCAS Tustin. The purpose of the MMRP is to report accomplishment of mitigation measures required by the FEIS/EIR.

Mitigation measures and implementation measures identified in the FEIS/EIR, Final Supplement #1, and Addendums for the disposal and reuse of MCAS Tustin have been incorporated into a table. Each mitigation measure and implementation measure is listed separately on the table with appropriate space for monitoring the progress of the implementation of each measure. Implementation measures were also required where environmental impacts were less than significant, but supported the proposed development within the reuse plan area concurrent with demand. Implementation measures and mitigation measures are both discussed in this MMRP, and are equally enforceable.

The following information is identified in the table:

- The measures listed by environmental impact area in the same order as they are listed in the Final EIS/EIR, Final Supplement #1, and Addendums;
- The timing of implementation of the mitigation or implementation measure;
- The agency responsible for compliance;
- The appropriate agency to enforce the mitigation measure or implementation measure; and
- Status of the mitigation or implementation measure.

The mitigation measures and implementation measures in the table are listed by environmental impact area in the same order as they are listed in the Final EIS/EIR, Final Supplement #1, and Addendums.

### **Construction Activities:**

### **Residential/Commercial/Institutional Activities:**

- John Laing Homes – Tustin Field I (Harvard Avenue and Edinger Avenue): All 376 units are completed.
- John Laing Homes – Tustin Field II (Harvard Avenue and Edinger Avenue): All 189 homes are completed.
- Columbus Square/Columbus Grove: All 1,540 homes and community amenities are completed.
- South Orange County Community College District (SOCCCD): Phase I of the SOCCCD Advanced Technology Education Park (ATEP) has been completed and is currently offering classes. The Concept Plan for Phase 3A was approved by the City on July 26, 2010 authorizing up to 305,000 square feet of educational uses; however, in August 2013, the City and the SOCCCD completed a Land Exchange Agreement and a Development Agreement and Amended and Restated (Conveyance) Agreement to: a) exchange and consolidate parcels to better enhance development potential for City and SOCCCD properties; b) maintain a minimum of 51 percent educational uses (Land Use Category 1) while allowing additional non-educational uses (Land Use Category 2) at the ATEP campus; c) increase the allowable square footage as a result of adding a new local street (Bell Avenue); and d) transfer control of the Phase 1 campus to the City for its use by Summer 2016. Demolition the former military structures has commenced and is anticipated to be complete in 2015. As a result of the Land Exchange and Development Agreements, SOCCCD is re-evaluating the overall development plan for the campus including what was previously authorized per the Phase 3A Concept Plan. Development plans for future phases of the site have yet to be identified or submitted to the City.
- Rancho Santiago Community College District: The Sheriff's training facility is complete; however, a portion of the property remains undeveloped. RSCCD has not identified any plans for development the remaining portion of the site.
- Orange County Rescue Mission's Village of Hope (Lansdowne/Valencia): A 192-bed transitional home for the homeless at Tustin Legacy to be operated by the Orange County Rescue Mission. In November 2007, the Planning Commission approved an amendment to the Village of Hope Conditional Use Permit to allow for a medical/dental clinic to operate in conjunction with the transitional home. The construction for this medical/dental clinic is complete.
- The District at Tustin Legacy/Vestar (Barranca Parkway and Jamboree Road): Construction of the 1 million square-foot Class A retail center is complete with the exception of certain adjacent infrastructure improvements. On October 21, 2010 the City and Vestar entered into a Fifth DDA amendment and Fifth Amendment to the Infrastructure and Payment Agreement deferring the construction of certain storm drain related infrastructure improvements within Barranca Parkway from June 15, 2010 and must be constructed by June 2015. Vestar also completed Warner Avenue storm drain in 2013.
- County of Orange Tustin Family Campus (15405 Lansdowne Road): The project involves a multi-treatment campus which includes four (4) stand-alone residential homes; three (3) two-story residential buildings; a two-story campus service center; and a maintenance building with a serving

capacity of 90 beds for abused and neglected children and their parents and emancipated youth to be operated by the Orange County Social Services Agency. Construction was completed in 2009.

- **Master Development Site:**

The City and the former Master Developer, Tustin Legacy Community Partners, LLC (TLCP), entered into a Disposition and Development Agreement (DDA) in April 2006 which was subsequently amended in March 2007 and in June 2007. The DDA identified the terms of development of an approximate 820 acre footprint at Tustin Legacy and the City's sale of the property to TLCP, which resulted in conveyance of the first of four phases of property from the City to TLCP in 2007; however, TLCP defaulted on its obligations per the DDA, and the DDA was terminated on July 6, 2010. As a consequence, title to the Phase 1 property was transferred back to the City on August 5, 2010. Prior to termination of the DDA, TLCP completed a majority of the site preparation activities, including building and runway removals, and a large amount of the mass grading activities.

The City subsequently completed an updated disposition plan: the "Tustin Legacy Disposition Strategy for the Former Master Developer Footprint" as confirmed by the City Council on April 25, 2011. The Disposition strategy provides a framework for moving forward with completing the Tustin Legacy project pursuant to the Specific Plan with the city assuming a more limited Master Developer role by marketing smaller segment "Disposition Packages" (DPs) or parcel groupings based on market and infrastructure needs. Ten Disposition Packages (1A, 1B, 1C and 2 through 8) were originally created with the City reserving the ability to consolidate or otherwise refine over time as market needs evolve.

In 2012 the City executed Disposition and Development Agreements for the first two Disposition Parcels 1A-North and 2A with St. Anton Partners and The Irvine Company, respectively. Grading and construction activities commenced for both sites in June 2013 for the construction of 225 affordable apartments on 1A-North and 533 apartments on 2A. *Residents began moving into the Irvine Company apartments in late 2014, while the St. Anton apartments continue to be under construction.* The Irvine Company is also responsible for constructing certain backbone infrastructure improvements, including portions of Warner Avenue and Park Avenue west of Tustin Ranch Road. Park Avenue street name, west of Tustin Ranch Road, has been changed to Legacy Road, which opened to traffic in late 2014. *St. Anton Partners, as part of their DDA, is constructing a 4.7 acre public park called Victory Park that will be conveyed to the City after completion. Victory Park is under construction and nearing final completion.* The City Council has entered into an Exclusive Agreement to Negotiate with Standard Pacific on Disposition Parcels 1B and 6A for the development of approximately 375 single family homes. *The City executed Disposition and Development Agreements for Disposition Parcels 1B and 6A in February 2014. A ground breaking ceremony was held in June of 2014 and grading/construction continues to move forward.*

The City Council also approved an Exclusive Agreement to Negotiate with Regency Centers for a commercial development at site 1C located at the southeast corner of Kensington Park Drive and Edinger Avenue. *Regency Centers is currently working on a design plan for the center.*

The City Council held two New Vision Concept workshops regarding the remaining Tustin Legacy Disposition Strategy, the first on June 29, 2013, and the second on December 5, 2013. *The City council authorized staff to move forward with a Specific Plan Amendment for the new vision concept. Staff is currently working on the Specific Plan Amendment.*

## Infrastructure Activities

Major Backbone Infrastructure includes roads and may also include street lighting, traffic control, dry and wet utilities, and other work required in accordance with Governmental Requirements and FEIR/EIS requirements.

- Armstrong Avenue – Valencia Avenue to Warner Avenue/Severyns Road: This project has been completed.
- *Armstrong Avenue – Barranca Parkway to Warner Avenue: This project is under construction.*
- Barranca Parkway – Red Hill Avenue to Jamboree Road: Vestar completed the Barranca Parkway Segment from Tustin Ranch Road to Jamboree Road. The City of Irvine completed the Barranca Parkway segment from Red Hill Avenue to approximately 1,000 feet west of Aston Street in 2012. *The segment from 1,000 feet west of Aston Street to Tustin Ranch Road was completed in 2014. The remaining Barranca Channel improvements must be completed by June 2015.*
- Edinger Avenue – Red Hill Avenue to Kensington Park Drive: This project has been completed.
- Harvard Avenue – Barranca Parkway to just south of OCTA/SCRRA railroad: This project has been completed.
- Kensington Park Drive: This project has been completed.
- Lansdowne Road: This project has been completed.
- Marble Mountain Road (renamed as “Sweet Shade” in the City of Irvine): This project has been completed.
- *Moffet Drive: Road extension from Park Avenue, including a bridge over the Peters Canyon Channel, is currently being designed*
- *Park Avenue – Road extension from Victory Road to Moffet Drive is currently being designed.*
- Park Avenue – Tustin Ranch Road to Jamboree Road Southbound Off-ramp: This project has been completed. *The Irvine Company finished construction of Park Avenue, which has been renamed to Legacy Road, from Tustin Ranch Road west to Warner Avenue in late 2014.*
- *Peter’s Canyon Channel – Channel widening from SCRRA/OCTA railroad track to Warner Avenue is currently being designed.*
- Tustin Field I Bike – Trail on North side of Project: This project has been completed.
- Tustin Ranch Road extension from Warner Avenue to Walnut Avenue: The City commenced with the project in 2011; construction was completed in 2013, including the Edinger Avenue bridge, Valencia Avenue (Kensington Park Drive to Tustin Ranch Road), Legacy Road (Tustin Ranch Road to Park Avenue), and Park Avenue (Warner Avenue to Legacy Road).

- Tustin Ranch Road – Barranca Parkway to Warner Avenue: This project has been completed.
- Valencia Avenue – Red Hill Avenue to Kensington Park Drive: This project has been completed.
- *Warner Avenue – Red Hill Avenue to Tustin Ranch Road: This project is under construction and is anticipated to be completed in April 2015.*
- Warner Avenue – Tustin Ranch Road to east of Park Avenue: This project has been completed.

**Status of Mitigation:**

Attached to this report is a table which shows the status of implementation and mitigation measures listed in the MMRP.

**MITIGATION MONITORING AND REPORTING PROGRAM  
 MCAS TUSTIN DISPOSAL AND REUSE  
 Revised February 2015**

The following are measures included in the Final EIS/EIR, Final Supplement #1, and Addendum for the disposal and reuse of MCAS Tustin that identifies both mitigation and implementation measures. Implementation measures are to be required where environmental impacts are less than significant, but supported the proposed development within the reuse plan area concurrent with demand. Both implementation and mitigation measures are identified in the adopted Mitigation and Monitoring Report Program, Final Supplement #1, and Addendums (Resolution Nos. 00-90, 04-77, 06-43, and 13-33) and are equally enforceable.

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<b>Mitigation Measures for Land Use</b>				
LU-1. The City of Tustin shall amend its General Plan and zoning ordinance to be consistent with planned land uses. Any zoning ordinance shall include site design measures such as buffering, landscaping, screening, and setbacks, to ensure high quality development and compatibility between land uses. The goal is to assure that the overall appearance of development on the site is at least similar in quality to other master planned areas in Tustin and other adjacent cities.	Prior to a final map recordation (except for financing and re-conveyance purposes) within the Reuse Plan Area within the City of Tustin.	City of Tustin	Community Development Department (Tustin)	Completed through adoption of Resolution No. 00-91 on January 16, 2001, for General Plan Amendment 00-001 and through adoption of the MCAS Tustin Specific Plan through Ordinance No. 1257 on February 3, 2003.  On April 3, 2006, the City Council adopted Resolution No. 06-43 approving an addendum to the Final Environmental Impact Statement/ Environmental Impact Report for the Disposal and Reuse of MCAS Tustin and Zone Change 05-002 through Ordinance No. 1311.  On May 13, 2013, the City Council adopted Resolution No. 13-33 approving an addendum to the Final Environmental Impact Statement/ Environmental Impact Report for the Disposal and Reuse of MCAS

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LU-2.	Prior to a final map recordation (except for financing and re-conveyance purposes) within the Reuse Plan Area within the City of Irvine.	City of Irvine	Community Development Department (Irvine)	Tustin and Specific Plan Amendment 2013-0001 through Ordinance No. 1432.  Complete
(a)	See Table 4.3-1 of the Final EIS/EIR or Table 4-2 at the end of this Mitigation Monitoring and Reporting Program for each specific triggering mechanism.	City of Tustin and/or City of Irvine, as applicable	Community Development/ Public Works (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>The District</b> The project complies with phasing requirements; all infrastructure improvements were included in DDA 04-02, or as conditioned by Resolution Nos. 04-73, 04-74, 3920, 3921, 3922, 3923, and 3924</li> <li>• <b>Columbus Grove (Tract 16582)</b> The project complies with phasing requirements; all subdivision infrastructures will be provided or paid for by the applicant as conditioned by Resolution Nos. 3946 and 3947. Public improvements are complete. As required by the EIS/EIR, the City entered into a Cooperative Agreement with the Marble Mountain Partners to</li> </ul>



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<p>development. (As amended by Addendum)</p> <p>This framework reflects the fact that each component of the infrastructure has its own threshold for accommodating additional development toward build-out of the reuse plan area. The triggering mechanisms that identify timing of key infrastructure provisions are summarized in Table 4-2 of the revised Specific Plan Phasing Plan, Phasing Plan Requirements (see Table 4-2 at the end of this Mitigation Monitoring and Reporting Program).</p>				<p>ensure the developer's responsibility for payment or construction of Tustin Legacy Backbone Infrastructure and subsequently entered into an Acquisition and Funding Agreement as part of Assessment District No. 06-01 (Tustin Legacy/Columbus Villages) for funding and construction obligations of developer for required Tustin Legacy Backbone Infrastructure.</p> <ul style="list-style-type: none"> <li> <b>Columbus Square (Tract 16581)</b>                      The project complies with the phasing requirement; all subdivision infrastructures will be provided by the applicant as conditioned by Resolution Nos. 3952 and 3953. Public improvements are complete. As required by the EIS/EIR, the City entered into a Cooperative Agreement with the Marble Mountain Partners to ensure the developer's responsibility for payment or construction of Tustin Legacy Backbone Infrastructure and subsequently entered into an Acquisition and Funding Agreement as part of Assessment District No. 06-01 (Tustin Legacy/Columbus Villages) for funding and construction obligations of developer for required Tustin Legacy Backbone Infrastructure.                 </li> <li> <b>RSCCD (Sheriff)</b>                      The infrastructure to support the project was constructed concurrently with the project.                 </li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Village of Hope</b> The project complies with infrastructure phasing requirements in the EIS/EIR.</li> <li>• <b>Tustin Family Campus</b> The project complies with phasing infrastructure requirements in the EIS/EIR.</li> <li>• <b>SOC CCD</b> The infrastructure to support Phase 1 of the on-site project was constructed concurrently with the project; additional infrastructure to support future phases will be required to be constructed prior to or concurrently with future phases.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> The infrastructure to support the project was constructed concurrently with the project pursuant to the DDA.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> The infrastructure to support the project was constructed concurrently with the project pursuant to the DDA.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> The project complies with phasing requirements; all subdivision infrastructures will be provided by the applicant as conditioned by City Council Resolution Nos. 14-14 and DDA 2013-03. Prior to issuance of the 243<sup>rd</sup> permit, construction of the</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p><i>Peter's Canyon Channel Improvements shall have commenced.</i></p> <ul style="list-style-type: none"> <li><b>Master Developer Footprint :</b>                      Pursuant to the Tustin Legacy Disposition Strategy, infrastructure and phasing obligations have been assigned to each Disposition Package based upon respective site needs and anticipated development sequencing to comply with the FEIS/EIR.</li> </ul>
(b)	<p>Prior to a final map recordation (except for financing and re-conveyance purposes), the development applicant shall enter into an agreement with the City of Tustin and City of Irvine and any appropriate regional utility agencies, districts, and providers, as applicable, to dedicate all easement, right-of-ways, or other land determined necessary to construct adequate utility infrastructure and facilities to serve the project as determined by the City, Agency, District, or other providers.</p>	<p>Project developer</p>	<p>Community Development Department (Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li><b>The District</b>                      All dedication required by DDA 04-02, or as conditioned by Resolution Nos. 04-73, 04-74, 3920, 3921, 3922, 3923, and 3924 was included and recorded with the final map.</li> <li><b>Tustin Field I (Tract 16474)</b>                      All dedication required by Condition 6.1 of Resolution No. 3863 was included and recorded with the final map.</li> <li><b>Tustin Field II (Tract 16507)</b>                      All required easements by Condition 11.1 of Resolution No. 3885 were dedicated with recordation of Final Map 16507</li> <li><b>Columbus Grove (Tract 16582)</b>                      Required dedication by Condition 3.3 of Resolution No. 3946 was included in the recorded final map</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Square (Tract 16581)</b> Required dedications as per Resolution No. 3952 were included in the final map and was recorded in March, 2006</li> <li>• <b>SOCCCD (ATEP)</b> All easements for Phase I project have been recorded; however, dedication of easements, right-of-ways, or other land determined necessary to construct adequate utility infrastructure and facilities to serve future phases of development as determined by the City, SOCCCD or other utility providers will need to be defined with each phase and recorded.</li> <li>• <b>RSCCD (Regional Law Enforcement Training Facility)</b> All easements have been recorded for the Sheriff's Training Facility; however, dedication of easements, right-of-ways, or other land determined necessary to construct adequate utility infrastructure and facilities to serve future phases of development as determined by the City, RSCCD or other utility providers will need to be defined with any future phase and recorded.</li> <li>• <b>Village of Hope</b> All easements have been recorded. Requirement fulfilled.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> All required easements have been recorded pursuant to DDA 2012-001.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> All required easements have been recorded pursuant to DDA 2012-002.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Required dedications as per Resolution No 14-14 were included in the final map recorded on December 30, 2014.</li> <li>• <b>Master Development Footprint:</b> The Final Sector B Map for Neighborhood E (Final Map 17144) and Neighborhoods B, D, and G (Final Map 17404) for Conveyance Purposes Only have been approved. Dedication of easements, right-of-ways, or other land determined necessary to construct adequate utility infrastructure and facilities to serve future phases of development as determined by the City or other utility providers, will also need to be defined with each future phase and recorded as may be deemed necessary upon completion for each Disposition Parcel pursuant to the Disposition Strategy.</li> </ul>
(c)	Prior to any final map recordation (except for financing and conveyance purposes), the development applicant shall enter into a secured agreement	Project developer	Community Development Department (Tustin and/or	<ul style="list-style-type: none"> <li>• <b>The District</b> DDA capital improvement obligations have been satisfied per CFD 07-01, per DDA 04-02, and the</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>with the cities of Tustin and/or Irvine, as applicable, to participate on a pro-rated basis in construction of capital improvements necessary to provide adequate utility facilities.</p>	<p>conveyance purposes).</p>		<p>Irvine, as applicable)</p>	<p>Infrastructure and Construction Payment Agreement and Amendments.</p> <ul style="list-style-type: none"> <li>• <b>Tustin Field I (Tract 16474)</b> DDA capital improvement obligations have been satisfied per CFD 04-1.</li> <li>• <b>Tustin Field II (Tract 16507)</b> DDA capital improvement obligations have been satisfied per CFD 04-1.</li> <li>• <b>Columbus Square (16581) and Columbus Grove (Tract 16582)</b> Per the Cooperative Agreement and CFD 06-01, developer has met their current obligation to fund necessary capital improvements.</li> <li>• <b>SOCCCD (ATEP)</b> Pursuant to the Development Agreement and Restated and Amended (Conveyance) Agreement, SOCCCD is required to construct all on-site improvements; however, the City has exempted SOCCCD from City CFD funded Tustin Legacy Backbone Infrastructure costs for the primary educational uses (Land Use Category 1) while it requires payment of its fair share of Backbone Infrastructure fees for non-educational uses (Land Use Category 2), and is still subject to assessments from outside utility purveyors regardless of the use of project and would be responsible for any costs that are necessary if SOCCCD proposes to modify</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>or alter existing Tustin Legacy Backbone Infrastructure.</p> <ul style="list-style-type: none"> <li> <b>RSCCD (Sheriff)</b>                      The initial Sheriff's Training Facility project is complete, including all on-site improvements by RSCCD. RSCCD capital improvement costs for public uses are exempt from Tustin Legacy Backbone Infrastructure obligation; however, RSCCD is still subject to assessments from outside utility purveyors. A portion of the site remains undeveloped and could involve a subsequent future phase. In such case, RSCCD will be responsible for any necessary on-site infrastructure.                 </li> <li> <b>Village of Hope</b>                      Project is complete, including all on-site improvements by Village of Hope. An agreement was executed and provided the necessary dedications to ensure emergency access and construction of required utility infrastructure from an adjacent property owner (SOCCCD).                 </li> <li> <b>Amalfi Apartment Homes - Irvine Company</b>                      DDA capital improvement obligations are underway.                 </li> <li> <b>Anton Legacy - St. Anton Partners</b>                      DDA capital improvement obligations are underway.                 </li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>(d)</p> <p>Prior to the issuance of permits for any public improvements or development project, a development applicant shall submit to the City of Tustin and City of Irvine, as applicable, information from IRWD which outlines required facilities necessary to provide adequate potable water and reclaimed water service to the development.</p>	<p>Prior to the issuance of permits for any public improvements or development project.</p>	<p>Project developer</p>	<p>Community Development Department (Tustin and/or Irvine, as appropriate)</p>	<p><b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>  <i>The developer has entered into an agreement under DDA 2013-03 and CFD 14-01 to provide capital improvement obligations. DDA capital improvement obligations are underway.</i></p> <ul style="list-style-type: none"> <li>• <b>Master Development Footprint:</b>                      Future developers will be required to participate on a pro-rated basis in funding and/or construction of capital improvements necessary to provide adequate utility facilities, as determined by the City in conjunction with any subsequent developer agreements entered into between the City and developers.</li> </ul>
				<ul style="list-style-type: none"> <li>• <b>The District</b>                      Will serve letter is on-file. All utilities are provided.</li> <li>• <b>Tustin Field I (Tract 16474)</b>                      Will serve letter is on -file. All utilities are provided</li> <li>• <b>Tustin Field II (Tract 16507)</b>                      Will serve letter is on -file. All utilities are provided</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      Will serve letter is on -file. All utilities are provided.</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Square (Tract 16581)</b> Will serve letter is on -file. All utilities are provided.</li> <li>• <b>SOCDCD (ATEP)</b> IRWD has determined there will be adequate facilities to serve Phase 1 of the project; a will-serve letter will need to be submitted for all future phases of development.</li> <li>• <b>Tustin Family Campus</b> IRWD has determined there will be adequate facilities to serve the project. All utilities are provided.</li> <li>• <b>RSCCD</b> IRWD has determined there will be adequate facilities to serve the Sheriff's Training Facility project; however, IRWD will need to determine if adequate facilities will be available for any future phases.</li> <li>• <b>Village of Hope</b> Will serve letter is on-file. All utilities are provided.</li> <li>• <b>Amalfi Apartment Homes - Irvine Company</b> Will serve letter is on-file. All utilities are provided.</li> <li>• <b>Anton Legacy - St. Anton Partners</b> Will serve letter is on-file. All utilities are provided.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>  <i>Will serve letter is on-file.</i></li> <li>• <b>Master Development Footprint:</b>                      An Irvine Ranch Water District (IRWD) Sub Area Master Plan (SAMP) is currently in place. Future developer(s) will be required to provide a will serve letter in conjunction with any future entitlement applications.</li> </ul>
(e)	Prior to the issuance of building permits, the project developer shall ensure that fire hydrants capable of flows in amounts approved by the OCFA are in place and operational to meet fire flow requirements. (As amended by Addendum)	Project developer	Community Development Department (Tustin and/or Irvine, as appropriate); OCFA	<ul style="list-style-type: none"> <li>• <b>The District</b>                      Fire Master plan approved and all fire hydrants were installed and inspected by OCFA.</li> <li>• <b>Tustin Field I (Tract 16474)</b>                      Fire Master plan approved and all fire hydrants were installed and inspected by OCFA.</li> <li>• <b>Tustin Field II (Tract 16507)</b>                      Fire Master plan approved and all fire hydrants were installed and inspected by OCFA.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      Fire Master plan approved and all fire hydrants were installed and inspected by OCFA.</li> <li>• <b>Columbus Square (Tract 16581)</b>                      Fire Master plan approved and all fire hydrants were installed and inspected by OCFA.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Tustin Family Campus</b> OCFA has determined that the project plans and data show adequate flows to serve the project.</li> <li>• <b>SOC CCD (ATEP)</b> OCFA has determined that the project plans and data show adequate flows to serve Phase 1 of the project; OCFA will need to determine adequate flows for all future phases.</li> <li>• <b>RSCCD</b> OCFA has determined that the project plans and data show adequate flows to serve the initial Sheriff's Training Facility project; however, OCFA will need to determine adequate flows will be available for any future phases.</li> <li>• <b>Village of Hope</b> Fire Master plans reviewed and approved by OCFA.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Fire master plan approved and fire hydrants are being installed and inspected by OCFA.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Fire master plan approved and fire hydrants are being installed and inspected by OCFA.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Fire master plan approved and fire hydrants are being installed and inspected by OCFA.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Master Development Footprint</b>                      The required location and number of hydrants will be reviewed and approved by OCFA in conjunction with any future entitlement applications submitted by future developers within the Master Development Footprint.</li> </ul>
(f)	Prior to the issuance of permits for any public improvements or development project, a development applicant shall submit to the City of Tustin and City of Irvine, as applicable, information from IRWD or the City of Tustin which outlines required facilities necessary to provide adequate sanitary sewage service to the development.	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>The District</b>                      IRWD and OCSD approval letters were provided. All on-site utilities have been constructed.</li> <li>• <b>Tustin Field I (Tract 16474)</b>                      IRWD and OCSD approval letters were provided. All on-site utilities are constructed.</li> <li>• <b>Tustin Field II (Tract 16507)</b>                      IRWD and OCSD approval letters were provided. All on-site utilities are constructed.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      IRWD and OCSD approval letters were provided. All on-site utilities are constructed.</li> <li>• <b>Columbus Square (Tract 16581)</b>                      IRWD and OCSD approval letters were provided. On-site utilities are constructed.</li> <li>• <b>Tustin Family Campus</b>                      IRWD and OCSD have determined there will be adequate facilities to serve the project.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>SOC CCD (ATEP)</b>                      IRWD and OCSD have determined there will be adequate facilities to serve the Phase 1 project; determinations will be made for all future phases.</li> <li>• <b>RSCCD</b>                      Requirement fulfilled. IRWD and OCSD have determined there will be adequate facilities to serve the initial Sheriff's Training Facility project; however, IRWD and OCSD will need to determine adequate facilities will be available for any future phases.</li> <li>• <b>Village of Hope</b>                      IRWD and OCSD approval letters were provided. All on-site utilities are completed.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b>                      IRWD and OCSD have determined there will be adequate facilities to serve the project.</li> <li>• <b>Anton Legacy – St. Anton Partners</b>                      IRWD and OCSD have determined there will be adequate facilities to serve the project.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      IRWD and OCSD have determined there will be adequate facilities to serve the project.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Master Development Footprint:</b> Any required information would be submitted with subsequent entitlement applications by each future project within the Master Development Footprint.</li> </ul>
(g)	<p>Prior to the issuance of grading permits or approval of any subdivision map (except for financing and re-conveyance purposes), whichever occurs first, for development within the 100-year flood plain, grading and drainage systems shall be designed by the project developer such that all building pads would be safe from inundation from runoff from all storms up to and including the theoretical 100-year storm, to the satisfaction of the City of Tustin Building Division or the Irvine Public Works Department, as applicable. Grading permits or subdivision maps generated for financing and reconveyance purposes are exempt.</p>	Project developer	<p>Tustin Building Division or the Irvine Public Works Department, as applicable</p>	<ul style="list-style-type: none"> <li>• <b>The District</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009)</li> <li>• <b>Tustin Field I (Tract 16474)</b> Not applicable - Site not within the 100-year flood plain FEMA Map dated December 3, 2009)</li> <li>• <b>Tustin Field II (Tract 16507)</b> Not applicable - Site not within the 100-year flood plain FEMA Map dated December 3, 2009)</li> <li>• <b>Columbus Grove (Tract 16582)</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009)</li> <li>• <b>Columbus Square (Tract 16581)</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009)</li> <li>• <b>Tustin Family Campus</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009)</li> <li>• <b>SOCCCD (ATEP)</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>RSCCD</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Village of Hope</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Not applicable – Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Not applicable – Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Not applicable – Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Master Developer Footprint</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> </ul>
(h)	Prior to construction of regional flood control facilities, appropriate state and federal approvals, including agreements and permits, shall be obtained. These include but are not limited to Regional Water Quality Control Board permits, including NPDES permits; Section 401	Project developer	Public Works Department (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>Master Development Footprint:</b> TLCF previously obtained the 401, 404, and 1602 permits for regional flood control channel improvements; however, the proportionate portions of the permit responsibilities affecting construction of Peters Canyon Channel improvements between Tustin City limits southerly to Barranca Parkway</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>water quality certifications; Section 404 permits from the USACOE, and Section 1601 or 1603 agreements from the CDFG in a manner meeting the approval of the City of Tustin and the Irvine Public Works Department, as applicable.  (As amended by Addendum)</p>				<p>were transferred directly from TLCP to Tustin Vista Partners, LLC, a Delaware limited liability company, on May 6, 2008. Upon termination of the DDA between the City and TLCP in July 2010, the 401, 404, and 1062 permits affecting the Master Development Footprint in the City of Tustin were assigned to the City of Tustin until such time the permit(s) and/or applicable mitigation responsibilities can be assigned to subsequent developer(s) in the future.</p> <ul style="list-style-type: none"> <li>• <b>The District:</b> Have received 401, 404, and 1601 permits for regional flood control channel improvements.</li> <li>• <b>SOCCLD:</b> Regional permits not required for Phase I of project and applicable clearances have been obtained in 2011 for the balance of the site.</li> </ul>
(i)	<p>Prior to issuance of any grading permit or approval of any subdivision map (except for financing and conveyance purposes).</p>	<p>Project developer</p>	<p>Tustin Building Division or the Irvine Public Works Department, as applicable</p>	<ul style="list-style-type: none"> <li>• <b>The District</b> Site not within the 100- year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Tustin Field I</b> Site not within the 100- year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Tustin Field II</b> Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>satisfied in a manner meeting the approval of each respective city, as applicable.</p>				<ul style="list-style-type: none"> <li>• <b>Columbus Grove (Tract 16582)</b> Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Columbus Square (Tract 16581)</b> Site not within the 100-year flood plain (FEMA Map dated February 18, 2004).</li> <li>• <b>Tustin Family Campus</b> Not applicable. The project is not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>SOCCCD (ATEP)</b> Not applicable. The project is not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>RSCCD (Sheriff)</b> Not applicable. The project is not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Village of Hope</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Not applicable – Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <i>Anton Legacy – St. Anton Partners Not applicable – Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</i></li> <li>• <i>Greenwood in Tustin Legacy – Standard Pacific Homes Not applicable – Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</i></li> <li>• <b>Master Developer Footprint:</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> </ul>
(i)	Prior to the approval of any applicable subdivision map (except for financing and conveyance purposes), the developer - applicant shall design and construct local drainage systems for conveyance of the 10-year runoff. If the facility is in a local sump, it shall be designed to convey the 25-year runoff.	Project Developer	Public Works Department (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>The District</b> All improvements necessary for public health and safety have been installed; however, pursuant to the Fifth DDA Amendment and Fifth Amendment to the Infrastructure Construction and Payment Agreement between the City and Vestar, the schedule for installation of certain storm drain related improvements affected by grading activities adjacent to the District within Barranca will occur in conjunction with future grading on adjacent sites but in no event later than June 15, 2015.</li> <li>• <b>Tustin Field I (Tract 16474)</b> Hydrology Plan approved and improvements installed</li> <li>• <b>Tustin Field II (Tract 16507)</b> Hydrology Plan approved and improvements installed.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Square (Tract 16581)</b> Hydrology Plan approved and improvements installed</li> <li>• <b>Tustin Family Campus</b> Hydrology Plan approved and improvements installed</li> <li>• <b>SOCCCD (ATEP)</b> Hydrology Plan approved and improvements installed for Phase 1 of the project; however, a hydrology plan must be submitted and approved by the City and improvements installed in conjunction with future plans.</li> <li>• <b>RSCCD (Sheriff)</b> Hydrology Plan approved and improvements installed for the initial Sheriff's Training Facility; however, a Hydrology Plan will need to be approved and improvements installed for any future phases of development.</li> <li>• <b>Village of Hope</b> Hydrology Plan approved and improvements installed.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> <i>Grading and drainage plans have been approved by the City, construction is underway.</i></li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <i>Anton Legacy – St. Anton Partners</i> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <i>Greenwood in Tustin Legacy – Standard Pacific Homes</i> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Master Developer Footprint</b> Not applicable - Site not within the 100-year flood plain (FEMA Map dated December 3, 2009).</li> </ul>
(k)	Prior to any grading for any new development, the following drainage studies shall be submitted to and approved by the City of Tustin, City of Irvine, and/or OCFCD, as applicable:  (1) A drainage study including diversions (i.e., off-site areas that drain onto and/or through the project site), with justification and appropriate mitigation for any proposed diversion.	Project Developer  Project Developer	Building Division or Public Works Department (Tustin and/or Irvine, as applicable)  Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>The District</b> The Hydrology Plan for the project was approved and construction on a majority of the systems have been included with exception of certain Barranca storm drain channel improvements, which will be constructed by no later than June 15, 2015 per the 5<sup>th</sup> DDA Amendment and Fifth Amendments to the Infrastructure Construction and Payment Agreement. Warner Avenue storm drain improvements were completed in 2013</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b> The Hydrology Plan for the project was approved and improvements were installed</li> <li>• <b>Tustin Field II</b> The Hydrology Plan for the project was approved and improvements were installed</li> <li>• <b>Columbus Grove (Tract 16582)</b> The Hydrology Plan for the project was approved and improvements were installed</li> <li>• <b>Columbus Square (Tract 16581)</b> The Hydrology plans for the project have been reviewed and approved <i>and improvements were installed.</i></li> <li>• <b>Tustin Family Campus</b> Grading and drainage plans approved by the City. Construction of the project is complete.</li> <li>• <b>SOCCCD (ATEP)</b> Grading and drainage plans approved by the City and improvements installed for Phase I of project; however, grading and drainage plans will need to be submitted and approved by the City and improvements installed in conjunction with future phases.</li> <li>• <b>RSCCD (Sheriff)</b> Grading and drainage plans approved by the City and improvements installed for the initial Sheriff's</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				Training Facility; however, grading and drainage plans will need to be approved by the City and improvements installed for any future phases. <ul style="list-style-type: none"> <li>• <b>Village of Hope</b> The Hydrology Plan for the project was approved and construction is complete.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> <i>Grading and drainage plans have been approved by the City, construction is underway.</i></li> <li>• <b>Anton Legacy – St. Anton Partners</b> <i>Grading and drainage plans have been approved by the City, construction is underway.</i></li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> <i>Grading and drainage plans have been approved by the City, construction is underway.</i></li> <li>• <b>Master Development Footprint</b> City and/or future developer(s) will assume responsibility to submit detailed information for all phases during the entitlement application phases for Neighborhoods B, D, E and G, as determined necessary.</li> </ul>
(2) A drainage study evidencing that proposed drainage patterns would not result in increased 100-year peak discharges within and	Prior to any grading for any new development.	Project Developer	Tustin Building Division or Public Works Department	<ul style="list-style-type: none"> <li>• <b>The District</b> The Hydrology Plan for the project was approved and improvements installed.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>downstream of the project limits, and would not worsen existing drainage conditions at storm drains, culverts, and other street crossings including regional flood control facilities. The study shall also propose appropriate mitigation for any increased runoff causing a worsening condition of any existing facilities within or downstream of project limits. Implementation of appropriate interim or ultimate flood control infrastructure construction must be included.</p>			<p>(Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Tustin Field II</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Columbus Grove (Tract 16582)</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Columbus Square (Tract 16581)</b> The Hydrology plans for the project have been reviewed and approved <i>and improvements were installed.</i></li> <li>• <b>Tustin Family Campus</b> The Hydrology plans for the project have been reviewed and approved. Construction of the project is complete.</li> <li>• <b>SOCCCD (ATEP)</b> Grading and drainage plans approved by the City and improvements installed for Phase 1 of the project; however, grading and drainage plans will need to be submitted and approved by the City and improvements installed in conjunction with future phases.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b> Grading and drainage plans approved by the City and improvements installed for the initial Sheriff's Training Facility; however, grading and drainage plans will need to be approved by the City and improvements installed for any future phases.</li> <li>• <b>Village of Hope</b> The Hydrology Plan for the project was approved and construction is complete.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Master Development Footprint:</b> Drainage study complete. Developers will be required to submit a Hydrology Plan for compliance with the approved drainage study.</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>(3) Detailed drainage studies indicating how, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, building pads are made safe from runoff inundation which may be expected from all storms up to and including the theoretical 100-year flood.</p>	<p>Prior to any grading for any new development.</p>	<p>Project Developer</p>	<p>Tustin Building Division or Public Works Department (Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>The District</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Tustin Field I</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Tustin Field II</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Columbus Grove (Tract 16582)</b> The Hydrology Plan for the project was approved and improvements were installed.</li> <li>• <b>Columbus Square (Tract 16581)</b> The Hydrology plans for the project have been reviewed and approved <i>and improvements were installed.</i></li> <li>• <b>Tustin Family Campus</b> Grading and drainage plans approved by the City and improvements are complete.</li> <li>• <b>SOCCECD (ATEP)</b> Grading and drainage plans approved by the City and improvements completed for Phase 1 of the project; however, grading and drainage plans will need to be submitted and approved by the City and improvements installed in conjunction with future phases.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b> Grading and drainage plans approved by the City and improvements completed for the initial Sheriff's Training Facility; however, grading and drainage plans will need to be approved by the City and improvements installed for any future phases.</li> <li>• <b>Village of Hope</b> The Hydrology Plan for the project was approved and construction is complete.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Grading and drainage plans have been approved by the City, construction is underway.</li> <li>• <b>Master Development Footprint:</b> TLCF previously prepared a Hydrology study for initial phases of the project. Drainage plans were submitted for City review in Neighborhood E and will be submitted with future entitlement applications for Neighborhoods B, D, and G, as determined necessary.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
(I) Prior to approval of any subdivision map (except for financing or conveyance purposes), an agreement will be executed with the OCFCD that provides for the identification and contribution of a project-specific fair share contribution toward the construction of ultimate flood control facilities needed to accommodate build-out of the affected project. Interim flood control facilities may be considered for approval provided such facilities meet OCFCD requirements. Nothing shall preclude the City of Tustin from transferring the obligation onto other project developers within the project area.	Prior to approval of any subdivision map (except for financing or conveyance purposes).	City of Tustin	Tustin Public Works Department, Tustin City Manager's Office	<ul style="list-style-type: none"> <li>• <b>The District</b>                          Agreement with OCFCD was executed on June 8, 2004, and is on file with Public Works Department.</li> <li>• <b>Tustin Field I</b>                          Agreement with OCFCD executed on June 8, 2004.</li> <li>• <b>Tustin Field II</b>                          Agreement with OCFCD executed on June 8, 2004.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                          Agreement with OCFCD was executed on June 8, 2004, and is on file with Public Works Department.</li> <li>• <b>Columbus Square (Tract 16581)</b>                          Not applicable to this site.</li> <li>• <b>SOCCCD (ATEP)</b>                          Agreements have been executed for Phase I project; however, SOCCCD may need to contribute a project-specific fair share toward the construction of ultimate flood control facilities needed to accommodate build-out of the affected project if the primary use of future phases is not educational, which would not be exempted from this requirement.</li> <li>• <b>RSCCD (Sheriff)</b>                          Agreements have been executed.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Agreement with OCFCD has been executed and is on file with Public Works Department.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Agreement with OCFCD has been executed and is on file with Public Works Department.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Agreement with OCFCD was executed on June 8, 2004, and is on file with Public Works Department.</li> <li>• <b>Master Development Footprint</b> Any requirements are determined at each entitlement application stage as determined necessary.</li> </ul>
<b>Implementation Measures for Public Services and Facilities</b>				
(m)	<p><u>General</u>                      The City of Tustin and the City of Irvine, each within its respective jurisdiction, shall ensure that adequate fire protection, police protection, libraries, and parks and recreation facilities (including bikeways/trails) needed to adequately serve the reuse plan area shall be provided as necessary. To eliminate any negative impact the project could have on each community's</p>	Project developer	Tustin Community Development Department, Police Department, or Parks Department or the City of Irvine, and/or OCFA, as appropriate	

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>general fund, financing mechanisms including but not limited to developer fees, assessment district financing, and/or tax increment financing (in the event that a redevelopment project area is created for the site), shall be developed and used as determined appropriate by each City. Specifically;</p>				
<p>(1) Applicants for private development projects shall be required to enter into an agreement with City of Tustin or the City of Irvine, as applicable, to establish a fair-share mechanism to provide needed fire and police protection services, libraries, and parks and recreation facilities (including bikeways) through the use of fee schedules, assessment district financing, Community Facility District financing, or other mechanisms as determined appropriate by each respective city.</p>				<ul style="list-style-type: none"> <li>• <b>The District</b>                      A DDA was entered into identifying developer responsibilities. City and Vestar have completed formation of Community Facility District (CFD) No. 07-01 for public services (Special Tax B) and for facilities (Tax A).</li> <li>• <b>Tustin Field I</b>                      A DDA was entered into identifying developer responsibilities. City and developer completed formation of CFD No. 04-01 which provided Fair share financing of public services (Special Tax B) and facilities (Tax A).</li> <li>• <b>Tustin Field II</b>                      A DDA was entered into identifying developer responsibilities. City and developer completed formation of CFD No. 04-01 which provided Fair share financing of public services (Special Tax B) and facilities (Tax A).</li> </ul>

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				<ul style="list-style-type: none"> <li>• <b>Columbus Grove (Tract 16582)</b>                      A Cooperative Agreement was entered into with developer identifying developer responsibilities. City and developer completed formation of CFD 06-1 which provided Fair Share financing of public services (Special Tax B) and facilities (Tax A). An Amendment to Fire Master Plan was approved and installation is complete.</li> <li>• <b>Columbus Square (Tract 16581)</b>                      A Cooperative Agreement was entered into with developer identifying developer responsibilities. City and developer completed formation of CFD 06-1 which provided Fair Share financing of public services (Special Tax B) and facilities (Tax A). An Amendment to Fire Master Plan was approved and <i>installation is complete.</i></li> <li>• <b>SOCCCD (ATEP)</b>                      Pursuant to the Development Agreement and Restated and Amended (Conveyance) Agreement, SOCCCD is required to construct all on-site improvements; however, the City has exempted SOCCCD from City CFD funded Tustin Legacy Backbone Infrastructure costs for the primary educational uses (Land Use Category 1) while it requires payment of its fair share of Backbone Infrastructure fees for non-educational uses (Land Use Category 2), and is still subject to assessments from outside utility purveyors regardless of the use of project and would be responsible for any costs that are necessary if SOCCCD proposes to modify</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>or alter existing Tustin Legacy Backbone Infrastructure as well as landscape maintenance easements.</p> <ul style="list-style-type: none"> <li> <b>RSCCD (Sheriff)</b>                      The initial Sheriff's Training Facility project is complete. RSCCD capital improvement costs for this project are paid out of fair share backbone infrastructure fees. City has exempted RSCCD from City CFD funded infrastructure costs pursuant to Conveyance Agreement; however, RSCCD is still subject to assessments from outside utility purveyors if determined needed by those agencies.                 </li> <li> <b>Amalfi Apartment Homes – Irvine Company</b>                      A DDA was entered into identifying developer responsibilities. Development is subject to CFD No. 13-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).                 </li> <li> <b>Anton Legacy – St. Anton Partners</b>                      A DDA was entered into identifying developer responsibilities. Development is subject to CFD No. 13-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).                 </li> <li> <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      A DDA was entered into identifying developer responsibilities. City and developer completed                 </li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p><i>formation of CFD No. 14-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).</i></p> <ul style="list-style-type: none"> <li>• <b>Master Development Footprint:</b>                      This development is currently in the planning stage. Any requirements are determined at each entitlement application stage as determined necessary. The City Council initiated establishing Community Facilities District 13-01, a special tax to cover services such as emergency response, police, recreation program, streets and sidewalks.</li> </ul>
<p>(2) Recipients of property through public conveyance process, or other conveyance procedures, shall be required to mitigate any impacts of their public uses of property on public services and facilities.                       (As amended by Addendum)</p>		<p>Property recipients</p>		<ul style="list-style-type: none"> <li>• <b>SOCCCD (ATEP)</b>                      Pursuant to the Development Agreement and Restated and Amended (Conveyance) Agreement, SOCCCD is required to construct all on-site improvements; however, the City has exempted SOCCCD from City CFD funded Tustin Legacy Backbone Infrastructure costs for the primary educational uses (Land Use Category 1) while it requires payment of its fair share of Backbone Infrastructure fees for non-educational uses (Land Use Category 2), and is still subject to assessments from outside utility purveyors regardless of the use of project and would be responsible for any costs that are necessary if SOCCCD proposes to modify or alter existing Tustin Legacy Backbone Infrastructure.</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b>                      The Sheriff's Training Facility project is complete. RSCCD capital improvement costs for this project are paid out of fair share backbone infrastructure fees. City has exempted RSCCD from Tustin Legacy Backbone Infrastructure costs pursuant to a Settlement Agreement; however, RSCCD is still subject to assessments from outside utility purveyors.</li> <li>• <b>Village of Hope</b>                      Village of Hope capital improvement costs for this project are paid out of fair share backbone infrastructure fees. City has exempted Village of Hope from Tustin Legacy Backbone Infrastructure costs pursuant to a Conveyance Agreement; however, Village of Hope is still subject to assessments from outside utility purveyors as determined necessary.</li> </ul>
(n)	Ongoing prior to implementation of Peters Canyon and Barranca trails.	City of Tustin and City of Irvine	Community Development Department (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b>                      On-site connection to the future trails has been provided. Cash bonds for future construction upon completion of Orange County trail construction have been submitted.</li> <li>• <b>Tustin Field II</b>                      An Agreement was executed on June 8, 2004, between City and OCFCD.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Grove (Tract 16582)</b> An Agreement was executed between City and OCFCD on June 8, 2004 and included trail improvement along Peters Canyon Channel to the north of the site.</li> <li>• <b>Columbus Square (Tract 16581)</b> An Agreement was executed between City and OCFCD on June 8, 2004</li> <li>• <b>Tustin Family Campus</b> The Tustin Family Campus is not immediately adjacent to a trail system and did not implement a trail through the site.</li> <li>• <b>SOCCCD (ATEP)</b> The SOCCCD is not immediately adjacent to a trail system and did not implement a trail through the ATEP campus site.</li> <li>• <b>RSCCD (Sheriff)</b> The RSCCD is not immediately adjacent to the Peters Canyon and Barranca trail system. A Class II bikeway will be installed by the City on Warner Avenue adjacent to the project.</li> <li>• <b>Orange County Regional Park (OC Parks)</b> In cooperation with OC Parks, evaluated proposals and recommended a firm to complete the General Development Plan for the 84 acre regional park.</li> </ul>

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				<ul style="list-style-type: none"> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> This project is not immediately adjacent to Peters Canyon and Barranca trail system.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> This project is not immediately adjacent to Peters Canyon and Barranca trail system.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> This project is not immediately adjacent to Peters Canyon and Barranca trail system.</li> <li>• <b>Master Development Footprint</b> The City is commencing with the Barranca Parkway and channel improvements between Tustin Ranch Road to west of Aston Street and anticipated to be completed by February 2015. An Agreement was executed between the City and OC/FCD on June 8, 2004 and included trail improvements along Peters Canyon Channel. Future developers will be assigned responsibility for construction of any required remaining trails identified in the Specific Plan and/or in the Tustin Legacy Backbone Infrastructure Program.</li> </ul>
(o)	Fire Protection/Emergency Medical Services Prior to the first final map recordation or building permit issuance for development (except for financing and	Project developer	Tustin City Manager's Office and the City of Irvine	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b> DDA 03-01 executed and CFD funded and no additional obligation required.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>re-conveyances purposes), the project developer could be required to enter into an agreement with the City of Tustin or City of Irvine/OCFA, as applicable, to address impacts of the project on fire services. Such agreement could include participation for fire protection, personnel and equipment necessary to serve the project and eliminate any negative impacts on fire protection services.</p>	<p>financing and re-conveyances purposes).</p>			<ul style="list-style-type: none"> <li>• <b>Tustin Field II</b> DDA 03-03 executed and CFD funded and no additional obligation required.</li> <li>• <b>Columbus Grove (Tract 16582)</b> Cooperative Agreement entered into and CFD funded and no additional obligation required.</li> <li>• <b>Columbus Square (Tract 16581)</b> Cooperative Agreement entered into and CFD funded and no additional obligation required.</li> <li>• <b>The District</b> DDA entered into and CFD has been funded and no additional obligation required.</li> <li>• <b>SOCCCD (ATEP)</b> The SOCCCD received building permits via the Division of the State Architect for Phase I. No additional Fair Share Contribution toward Tustin Legacy Backbone Infrastructure, including fire facilities required for educational uses. Pursuant to the Development Agreement and Restated and Amended (Conveyance) Agreement, SOCCCD is required to construct all on-site improvements; however, the City has exempted SOCCCD from City CFD funded Tustin Legacy Backbone Infrastructure costs for the primary educational uses (Land Use Category 1) while it requires payment of its fair share of Backbone Infrastructure fees for non-educational uses (Land Use Category 2), including for Fire Services, and is still subject to</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>assessments from outside utility purveyors regardless of the use of project and would be responsible for any costs that are necessary if SOCCCD proposes to modify or alter existing Tustin Legacy Backbone Infrastructure.</p> <ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b>                      The RSCCD received building permits via the Division of the State Architect for the Sheriff's Training Facility project. No additional Fair Share Contribution toward Tustin Legacy Backbone Infrastructure, including fire facilities required for educational uses.</li> <li>• <b>Amalfi Apartment Homes - Irvine Company</b>                      DDA 2012-001 executed and fair share contribution has been made.</li> <li>• <b>Anton Legacy - St. Anton Partners</b>                      DDA 12-002 executed and fair share contribution has been made.</li> <li>• <b>Greenwood in Tustin Legacy - Standard Pacific Homes</b>                      DDA 2013-003 executed and fair share contribution has been made.</li> <li>• <b>Master Development Footprint</b>                      Future developers will be required to provide their Fair Share Contribution towards Tustin Legacy Backbone Infrastructure, including fire facilities, to</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>(p) Prior to issuance of building permits, the project developer shall work closely with the OCFA to ensure that adequate fire protection measures are implemented in the project.</p>	<p>Prior to issuance of building permits.</p>	<p>Project developer</p>	<p>Community Development Department (Tustin and/or Irvine, as applicable)</p>	<p>address necessary fire protection and emergency medical service needs at Tustin Legacy.</p> <ul style="list-style-type: none"> <li>• <b>The District</b> Fire Master Plan approved by OCFA and all requirements installed.</li> <li>• <b>Tustin Field I</b> Fire Master Plan approved by OCFA and all requirements installed.</li> <li>• <b>Tustin Field II</b> Fire Master Plan reviewed and approved by OCFA -installation completed.</li> <li>• <b>Columbus Grove (Tract 16582)</b> Fire Master Plan approved and all requirements installed.</li> <li>• <b>Columbus Square (Tract 16581)</b> Fire Master Plan reviewed and approved by OCFA - <i>installation completed.</i></li> <li>• <b>Tustin Family Campus</b> Fire Master Plan reviewed and approved by OCFA - construction is complete.</li> <li>• <b>SOCCCD (ATEP)</b> Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>phases will need to be reviewed and approved by OCFA.</p> <ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b>                      Fire Master Plan reviewed and approved by OCFA for the Sheriff's Training Facility project and installation complete; however, OCFA will need to review and approve any future phases of development.</li> <li>• <b>Village of Hope</b>                      Fire Master Plan approved and installation complete.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b>                      Fire Master Plan approved by OCFA and installation in progress.</li> <li>• <b>Anton Legacy – St. Anton Partners</b>                      Fire Master Plan approved by OCFA and installation in progress.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      Fire Master Plan for the development has been approved by OCFA.</li> <li>• <b>Master Development Footprint</b>                      Developers will be required to ensure fire protection measures are implemented with each development, as applicable.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>(q) Prior to issuance of building permits for phased projects, the project developer shall submit a construction phasing plan to the OCFA demonstrating that emergency vehicle access is adequate.</p>	<p>Prior to issuance of building permits for phased projects.</p>	<p>Project developer</p>	<p>Community Development Department (Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>The District</b> Fire Master Plan approved by OCFA and all requirements installed.</li> <li>• <b>Tustin Field I</b> Fire Master Plan approved by OCFA and all requirements installed.</li> <li>• <b>Tustin Field II</b> Fire Master Plan reviewed and approved by OCFA -installation completed.</li> <li>• <b>Columbus Grove (Tract 16582)</b> Fire Master Plan approved and all requirements installed.</li> <li>• <b>Columbus Square (Tract 16581)</b> Fire Master Plan reviewed and approved by OCFA - <i>installation completed.</i></li> <li>• <b>Tustin Family Campus</b> Fire Master Plan reviewed and approved by OCFA - construction is complete.</li> <li>• <b>SOCCCD (ATEP)</b> Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b> Fire Master Plan reviewed and approved by OCFA for the initial Sheriff's Training Facility project and installation complete; however, OCFA will need to review and approve any future development plans.</li> <li>• <b>Village of Hope</b> Fire Master Plan approved and installation complete.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Fire Master Plan approved by OCFA and installation in progress.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Fire Master Plan approved by OCFA and installation in progress.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Fire Master Plan for the development has been approved by OCFA.</li> <li>• <b>Master Development Footprint</b> Future developer(s) will be required to address adequate emergency vehicle access with each development.</li> </ul>
(r)	Prior to the issuance of building permits, the project developer shall submit a fire hydrant location plan for the review and approval of the Fire Chief and ensure	Project developer	Community Development Department (Tustin and/or	<ul style="list-style-type: none"> <li>• <b>The District</b> Fire Master Plan approved by OCFA and all requirements installed.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>that fire hydrants capable of flows in amounts approved by the OCFA are in place and operational to meet fire flow requirements.</p>			<p>Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b> Fire Master Plan approved by OCFA and all requirements installed.</li> <li>• <b>Tustin Field II</b> Fire Master Plan reviewed and approved by OCFA -installation completed.</li> <li>• <b>Columbus Grove (Tract 16582)</b> Fire Master Plan approved by OCFA and all requirements installed.</li> <li>• <b>Columbus Square (Tract 16581)</b> Fire Master Plan reviewed and approved by OCFA - installation in progress <i>and the project is complete.</i></li> <li>• <b>Tustin Family Campus</b> Fire Master Plan reviewed and approved by OCFA - construction is complete.</li> <li>• <b>SOCCCD (ATEP)</b> Fire Master Plan for Phase 1 of project reviewed and approved by OCFA - installation complete; however, a complete Fire Master Plan for future phases will need to be reviewed and approved by OCFA.</li> <li>• <b>RSCCD (Sheriff)</b> Fire Master Plan reviewed and approved by OCFA for the Sheriff's Training Facility and installation complete; however, OCFA will need to review and approve any future development plans.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Village of Hope</b> Fire Master Plan approved and installation complete.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Fire Master Plan approved by OCFA and installation in progress.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Fire Master Plan approved by OCFA and installation in progress.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Fire Master Plan for the development has been approved by OCFA.</li> <li>• <b>Master Development Footprint</b> Future developer(s) will be required to address any specific requirements with each development at the building permit application stage, as applicable.</li> </ul>
(s)	<p><u>Police Protection</u>                      Prior to issuance of building permits, the project developer shall work closely with the respective Police Department to ensure that adequate security precautions are implemented in the project.</p>	Project developer	Community Development Department (Tustin and / or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>The District</b> Development plans were reviewed and approved by Tustin Police Department</li> <li>• <b>Tustin Field I</b> All development plans were approved by Tustin Police Department</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Tustin Field II</b> All plans were reviewed and approved by Tustin Police Department.</li> <li>• <b>Columbus Grove (Tract 16582)</b> All plans reviewed and approved by the Tustin Police Department.</li> <li>• <b>Columbus Square (Tract 16581)</b> All plans were reviewed and approved by the Tustin Police Department.</li> <li>• <b>SOCCCD (ATEP)</b> The Tustin Police Department reviewed the Phase 1 project; however, the Tustin Police Department will need to review all future phases.</li> <li>• <b>RSCCD (Sheriff)</b> The Tustin Police Department reviewed the project.</li> <li>• <b>Village of Hope</b> Development plans received to date were reviewed by Tustin Police Department.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> All plans were reviewed and approved by Tustin Police Department.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> All plans were reviewed and approved by Tustin Police Department.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>  <i>All plans were reviewed and approved by Tustin Police Department.</i></li> <li>• <b>Master Development Footprint</b>                      Developer(s) will be required to address any specific requirements with each development at the entitlement application stage, as applicable.</li> </ul>
(i)	<p><u>Schools</u>                      Prior to the issuance of building permits, the project developer shall submit to the respective City proof of payment of appropriate school fees adopted by the applicable school district pursuant to Government Code Section 65995. Alternatively, a project developer may enter into a mutual agreement with an applicable school district to provide alternative mitigation that addresses student generation increases.                      (As amended by Addendum)</p>	Project developer	Community Development Department (Tustin and/or Irvine, as applicable)	<ul style="list-style-type: none"> <li>• <b>The District</b>                      School fees were collected prior to issuance of building permits.</li> <li>• <b>Tustin Field I</b>                      School fees were collected prior to issuance of building permits.</li> <li>• <b>Tustin Field II</b>                      All fees were collected prior to issuance of building permits.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      School permit fees are collected with issuance of each permit.</li> <li>• <b>Columbus Square (Tract 16581)</b>                      School permit fees are collected with issuance of each building permit.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>SOCCCD (ATEP)</b> The project is a school district and no fees were required. Future phases involving non-educational users are subject to school fees.</li> <li>• <b>RSCCD (Sheriff)</b> The project is part of a school district and no fees were required.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> <i>School permit fees are collected with issuance of each permit.</i></li> <li>• <b>Anton Legacy – St. Anton Partners</b> <i>School permit fees are collected with issuance of each permit.</i></li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> <i>School permit fees are collected with issuance of each permit.</i></li> <li>• <b>Master Development Footprint</b> Developer(s) are required to pay school fees for each development, as applicable.</li> </ul>
(u)	<p><u>Parks and Recreation</u>                      Prior to the first final map recordation (except for financing and re-conveyance purposes) or building permit issuance for development within the City of Tustin portion of the site, the project</p>	Project developer	Tustin Community Development Department and Parks and Recreation Department	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b> A recreation building and park facilities were constructed within a one acre site within the project (developer was given credit for these improvements) and additional Park in-lieu fees were also paid. Developer also made a Fair Share Contribution towards Tustin Legacy Backbone</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>developer shall be required to provide evidence of compliance with all requirements and standards of the City of Tustin Park Code.</p>	<p>building permit issuance.</p>			<p>Infrastructure which included public parks at Tustin Legacy.</p> <ul style="list-style-type: none"> <li>• <b>Tustin Field II</b>                      A recreation pool area and park facilities were constructed within a one acre site within the project (developer was given credit for these improvements and additional Park in-lieu of fees were paid. Developer also made a Fair Share Contribution towards Tustin Legacy Backbone Infrastructure which included public parks at Tustin Legacy.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      Parks plan approved and under construction (developer was given a credit for these improvements and additional Park – in lieu fees paid and bonds submitted (on file with City Clerk). Developer also made a Fair Share Contribution towards Tustin Legacy Backbone Infrastructure which included public parks at Tustin Legacy.</li> <li>• <b>Columbus Square (Tract 16581)</b>                      Park plans approved and construction in progress (developer was given credit for these improvements and additional Park– in-lieu fees paid and bonds submitted. Developer also made a Fair Share Contribution towards Tustin Legacy Backbone Infrastructure which included public parks at Tustin Legacy.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>SOC CCD (ATEP)</b>                      The project did not require a contribution to park facilities for educational uses. However, any non-educational uses will be required to make a Fair Share Contribution towards Tustin Legacy Backbone Infrastructure which includes public parks at Tustin Legacy.</li> <li>• <b>RSCCD (Sheriff)</b>                      The project did not require a contribution to park facilities.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b>                      Will construct recreation facilities and pool area pursuant to the DDA. Fair share contribution has been met.</li> <li>• <b>Anton Legacy – St. Anton Partners</b>                      Will construct a 4.7 acre park in addition to recreation and pool area pursuant to the DDA. The park will be conveyed to the City after completion. Fair share contribution has been met.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      A 6.1 acre private focal park with public access will be constructed per Condition 11.2 of Resolution No. 14-14 and DDA 2013-03. Construction of the focal park is currently underway.</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Master Development Footprint</b> Future developer(s) will be required to comply with all requirements and standards of the City of Tustin Quimby Act ordinance with each development, as applicable. Developers will also be required to make a Fair Share Contribution towards Tustin Legacy Backbone Infrastructure which includes public parks (with a credit for any Quimby Act dedications or fees paid).</li> </ul>
(v)	Prior to the first final map recordation or building permit issuance within the City of Irvine portion of the site, the project developer shall be required to provide evidence of compliance with all requirements and standards of the City of Irvine Park Code.	Project developer	Irvine Community Development Department	Not applicable to any development projects at Tustin Legacy in Tustin.
(w)	Prior to the first concept plan for the project developer shall file a petition for the creation of a landscape maintenance district for the project area with the City of Tustin. The district shall include public neighborhood parks, landscape improvements, and specific trails (Barranca only), the medians in arterials, or other eligible items mutually agreed to by the petitioner and the City of Tustin. In the event that a district is not established prior to issuance of the	Project developer	Tustin Public Works Department; Tustin City Manager's Office	<ul style="list-style-type: none"> <li>• <b>The District</b> Landscape Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site) and maintenance conditions have been included and recorded with CC&amp;Rs. City and developer have completed formation of CFD No. 07-01 which imposes a public service assessment for maintenance of medians, parks, landscaping and other public services (Special Tax B).</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>first building permit, maintenance of items mentioned above shall be the responsibility of a community association.</p>				<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b>                      Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site) and maintenance conditions have been included and recorded with CC&amp;Rs. City and developer have completed formation of CFD No. 04-01 which imposes a public service assessment for maintenance of medians, parks, landscaping and other public services (Special Tax B).</li> <li>• <b>Tustin Field II</b>                      Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site) and maintenance conditions have been included and recorded with CC&amp;Rs. City and developer have completed formation of CFD No. 04-01 which imposes a public service assessment for maintenance of medians, parks, landscaping and other public services (Special Tax B).</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site) and maintenance conditions have been included and recorded with CC&amp;Rs. City and developer have completed formation of CFD No. 06-01 which imposes a</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>public service assessment for maintenance of medians, parks, landscaping and other public services (Special Tax B).</p> <ul style="list-style-type: none"> <li> <b>Columbus Square (Tract 16581)</b>                      Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site) and maintenance conditions have been included and recorded with CC&amp;Rs. City and developer have completed formation of CFD No. 06-01 which imposes a public service assessment for maintenance of medians, parks, landscaping and other public services (Special Tax B).                 </li> <li> <b>Tustin Family Campus</b>                      Orange County Social Services is responsible for maintenance of parkway landscaping adjacent to their property as a condition of the City's design review approval of their project and subject to the Agreement between the City and County for the Tustin Family Center. Public agencies have been determined by City Council policy to be exempt from any CFD special taxes for public services provided the uses on said sites are public uses.                 </li> <li> <b>SOCCCD (ATEP)</b>                      SOCCCD will be responsible for maintenance of parkway landscaping adjacent to their property as a condition of the City's concept plan and design review approvals of their project (by individual                 </li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>phases) and subject to the Conveyance Agreement between the City and SOCCCD. A phase 1 Landscape Maintenance Agreement has been entered into. Public agencies have been determined by City Council policy to be exempt from any CFD special taxes for public services provided the uses on said sites are public uses (Land Use Category 1); however, an obligation for Land Use Category 2 uses to contribute to any public service costs for maintenance of medians, parks, landscaping and other public services will be required.</p> <ul style="list-style-type: none"> <li>• <b>RSCCD (Sheriff)</b>                      RSCCCD will be responsible for maintenance of parkway landscaping adjacent to their property as condition of the City's reviews and approvals. Public agencies have been determined by City Council policy to be exempt from any CFD special taxes for public services provided the uses on said sites are public uses.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b>                      Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site). Development is subject to CFD No. 13-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Anton Legacy – St. Anton Partners</b>  <i>Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site). Development is subject to CFD No. 13-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).</i></li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>  <i>Landscaped Maintenance obligations of the developer immediately adjacent to the project are secured by a landscape maintenance agreement (parkways adjacent to the site). City and developer completed formation of CFD No. 14-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).</i></li> <li>• <b>Master Development Footprint</b>                      Developer(s) will be required to be responsible for maintenance of parkway landscaping adjacent to development sites as a condition imposed at the entitlement stage. Further, each project will be required to participate in any future CFD, including CFD 13-01, imposed on the property to cover infrastructure and for maintenance of medians, parks, landscaping and other public services as a condition imposed at the entitlement stage.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>(x) Prior to approval of any subdivision map (except for financing or conveyance purposes), an agreement will be executed with the following agencies for the associated trail improvements:</p> <p>a. County Parks — identification of a project-specific fair share contribution toward the installation of necessary regional bikeway trail improvements within Peters Canyon Channel, to be installed in conjunction with the County of Orange's other channel improvements;</p>	<p>Prior to approval of any subdivision map (except for financing or conveyance purposes).</p>	<p>Project developer</p>	<p>Community Development Department (Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on June 8, 2004 (on file with PW) which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 04-01.</li> <li>• <b>Tustin Field II</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on June 8, 2004 (on file with PW) which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 04-01.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on June 8, 2004 (on file with PW) which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 06-01.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Square (Tract 16S81)</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on June 8, 2004 (on file with PW) which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 06-01.</li> <li>• <b>SOCCCD (ATEP)</b>                      Requirement fulfilled for Phase I project. Any future non-educational users (L-and Use Category 2) will be subject to a project specific Fair Share Contribution toward the installation of necessary regional bikeway trail improvements included in the Tustin Legacy Backbone Infrastructure Program.</li> <li>• <b>RSCCD (Sheriff)</b>                      Requirement fulfilled. Public uses exempt by City Council policy from a fair share contribution towards these improvements, so no agreement necessary.</li> <li>• <b>Village of Hope</b>                      Requirement fulfilled. Public and non-profit uses exempt by City Council policy from a fair share contribution towards these improvements, so no agreement is necessary.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Analfi Apartment Homes – Irvine Company</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on March 5, 2013 (on file with PW) which addresses these obligations. Developer shall make their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 13-01.</li>   <li>• <b>Anton Legacy – St. Anton Partners</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on March 5, 2013 (on file with PW) which addresses these obligations. Developer shall make their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 13-01.</li>   <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      City entered into an Agreement with the OCFCD and Orange County Parks executed on June 8, 2004 (on file with PW) which addresses these obligations. Developer shall make their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 14-01.</li> </ul>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Master Development Footprint</b>                      Future developer(s) will be required to make a Fair Share Contribution towards these improvements, as applicable, and at future entitlement application stages of the project, the requirement will also be imposed.</li> </ul>
b. City of Tustin — the identification of a project-specific fair share contribution toward the installation of Class II bicycle trails through the project site. For the area of the site northeast of Irvine Center Drive, a separate agreement would be required to ensure the provision of a bikeway right-of-way easement, and design and construction of a bike trail along the SCRRRA/OCTA rail tracks from Harvard Avenue westerly to the Peters Canyon Channel. In addition, project developers of the areas of the site southeast of the Peters Canyon Channel would need to accommodate access to both the Peters Canyon Trail and the trail adjacent to the SCRRRA/OCTA tracks in any project site design including dedication of any	Prior to the first final map recordation (except for financing and re-conveyance purposes) or building permit issuance.	Project developer	Tustin Community Development Department and/or SCRRRA/OCTA, as appropriate	<ul style="list-style-type: none"> <li>• <b>The District</b>                      City entered into DDA with developer which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 07-01. Developer has completed an off-site bikeway trail on the north side of Barranca Parkway between Jamboree Road and Tustin Ranch Road.</li> <li>• <b>Tustin Field I</b>                      City entered into a DDA with developer which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 04-01. The specific Bike trail on the north side of the project was designed and approved. The public bid was awarded December, 2005 and the project was completed in September 2006.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>necessary recreational trail easements;</p>				<ul style="list-style-type: none"> <li> <b>Tustin Field II</b>                      City entered into a DDA with developer which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 04-01. The specific on-site pedestrian access from the site to future trail along Peters Canyon is complete. Construction of the future Peters Canyon Trail within Tustin will be the responsibility of one or more future developers as determined through future entitlements with other developers of the former Master Developer footprint. The portion within Irvine is a Moffett Meadows and Marble Mountain (Lennar) responsibility that was imposed on this developer by the City of Irvine with their entitlements.                 </li> <li> <b>Columbus Grove (Tract 16582)</b>                      City entered into a Cooperative Agreement with developer which addresses the obligations. Developer has also made their current Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 06-01. Responsibility for actual construction of the trail on the North side of Tustin Field I and on the west sided of Tustin Field II has been placed on others.                 </li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Square (Tract 16581)</b>                      City entered into a Cooperative Agreement with developer which addresses these obligations. Developer has also made their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 06-01. Responsibility for actual construction of the trail on the North side of Tustin Field I and on the west side of Tustin Field I and II has been placed on others.</li> <li>• <b>SOCCCD (ATEP)</b>                      Public uses are exempt by City Council policy from Fair Share Contributions towards the Tustin Legacy Backbone Infrastructure Program and any infrastructure assessments imposed by Tustin Legacy CFD's. Since Phase I is a public use, no obligations required. Any future non-educational users (Land Use Category 2) will be subject to a project-specific Fair Share Contribution toward the installation of Class II bicycle trails through the larger Tustin Legacy project and any applicable CFD assessments for said improvements.</li> <li>• <b>RSCCD (Sheriff)</b>                      Public uses are exempt by City Council policy from Fair Share Contributions towards the Tustin Legacy Backbone Infrastructure Program and any infrastructure assessments imposed by Tustin Legacy CFD's. The RSCCD project is a public use, no obligations required.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Amalfi Apartment Homes – Irvine Company</b>                      City executed a DDA with the developer that addresses these obligations. Developer has also made their current Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD No. 13-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).</li> <li>• <b>Anton Legacy – St. Anton Partners</b>                      City executed a DDA with the developer that addresses these obligations. Developer has also made their current Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD No. 13-01 which provides Fair share financing of public services (Special Tax B) and facilities (Tax A).</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      City entered into DDA 2013-03 with the developer which addresses these obligations. Developer will make their Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program and entered into an Acquisition and Funding Agreement associated with CFD 14-01. Prior to issuance of the 243<sup>rd</sup> permit for the development, construction of the Peter's Canyon Channel Improvements including trail shall have commenced.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Master Development Footprint:</b> Future developer(s) will be responsible for any required Fair Share Contribution towards the Tustin Legacy Backbone Infrastructure Program as a condition also imposed at the entitlement stage. Further, projects will be required to participate in any future CFD imposed on the property(ies) to cover infrastructure, maintenance and public services as a condition imposed at the entitlement stage, as applicable.</li> </ul>
<p>c. City of Tustin — the identification of a project specific fair share contribution toward installation of Class I bikeway trail improvements northerly of Barranca Parkway after completion of the Barranca Channel improvements. For proposed developments adjacent to Barranca Channel, separate agreements would be required to ensure the establishment of a bikeway right-of-way easement between Jamboree Road and Red Hill Avenue.</p>	<p>Prior to the first final map recordation (except for financing and re-conveyance purposes) or building permit issuance.</p>	<p>Project developer</p>	<p>Tustin Community Development Department</p>	<ul style="list-style-type: none"> <li>• <b>The District</b>                      A Fair Share Contribution was made by developer as condition of the DDA and funding provided partially from CFD 07-01 proceeds. Class I bikeway along Barranca Parkway was constructed by the project developer.</li> <li>• <b>Tustin Field I</b>                      A Fair Share Contribution was made by developer as condition of the DDA and with CFD 04-01. Actual improvements constructed by others.</li> <li>• <b>Tustin Field II</b>                      A Fair Share Contribution was made by developer as condition of the DDA and with CFD 04-01. Actual improvements constructed by others.</li> <li>• <b>Columbus Grove (Tract 16582)</b>                      A Fair Share Contribution was made by developer as condition of the DDA and with CFD 04-01. Actual improvements constructed by others.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>Columbus Square (Tract 16S81)</b>                      A Fair Share Contribution was made by developer as condition of the DDA and with CFD 04-01. Actual improvements constructed by others.</li> <li>• <b>Tustin Family Campus</b>                      Public uses are exempt by City Council policy from Fair Share Contributions towards the Tustin Legacy Backbone Infrastructure Program and any infrastructure assessments imposed by Tustin Legacy CFD's. Since Tustin Family Campus is a public use, no obligations required.</li> <li>• <b>SOC CCD (ATEP)</b>                      Public uses are exempt by City Council policy from Fair Share Contributions towards the Tustin Legacy Backbone Infrastructure Program and any infrastructure assessments imposed by Tustin Legacy CFD's. Since Phase 1 is a public use, no obligations required. Any future non-educational users (Land Use Category 2) will be subject to a project-specific Fair Share Contribution toward the improvements through the larger Tustin Legacy project and any applicable CFD assessments for said improvements.</li> <li>• <b>RSCCD (Sheriff)</b>                      Public uses are exempt by City Council policy from Fair Share Contributions towards the Tustin Legacy Backbone Infrastructure Program and any infrastructure assessments imposed by Tustin</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<p>Legacy CFD's. The RSCCCD project is a public use, no obligations required.</p> <ul style="list-style-type: none"> <li>• <b>Village of Hope</b> Public uses are exempt by City Council policy from Fair Share Contributions towards the Tustin Legacy Backbone Infrastructure Program and any infrastructure assessments imposed by Tustin Legacy CFD's. The RSCCCD project is a public use, no obligations required.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> <i>A Fair Share Contribution was made by developer as condition of the DDA and with CFD 13-01.</i></li> <li>• <b>Anton Legacy – St. Anton Partners</b> <i>A Fair Share Contribution was made by developer as condition of the DDA and with CFD 13-01.</i></li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> <i>A Fair Share Contribution of infrastructure improvements was established as a condition of DDA 2013-03 and with CFD No. 14-01. Actual improvements constructed by others.</i></li> <li>• <b>Master Development Footprint</b> Future developer(s) will be required to be responsible for a Fair Share contribution towards construction of Tustin Legacy Backbone Infrastructure which will include trails and any required CFD assessments at the entitlement</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<b>Mitigation Measures for Aesthetics</b>				
<p>Vis-1</p> <p>In conjunction with any zoning ordinance amendments to implement the reuse plan in Tustin or Irvine, an urban design plan shall be adopted to provide for distinct and cohesive architectural and landscape design, features and treatments, as well as harmony with adjacent landscaping. The urban design plan shall have the following elements:</p> <ul style="list-style-type: none"> <li>• landscaping concept and master signage plan;</li> <li>• design review and approval process;</li> <li>• limits on development intensity for each specific land use;</li> <li>• limits on height of structures and lot coverage;</li> <li>• minimum site building setbacks;</li> <li>• minimum on-site landscaping requirements;</li> <li>• buffering requirements, including berms, masonry walls, and landscaping;</li> </ul>	<p>Prior to the first final map recordation (except for financing and re-conveyance purposes) or building permit issuance.</p>	<p>City of Tustin and City of Irvine</p>	<p>Community Development Department (Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>The District</b> Included in construction plans – installation complete.</li> <li>• <b>Tustin Field II</b> Included in construction plans – installation completed.</li> <li>• <b>Columbus Grove (Tract 16582)</b> Included in construction plans – installation complete.</li> <li>• <b>Columbus Square (Tract 16581)</b> Included in construction plans – installation complete.</li> <li>• <b>SOC CCD (ATEP)</b> Phase 1 of the project was reviewed for compliance with the requirements of the MCAS Tustin Specific Plan; however, all future phases will need to be reviewed for compliance with the MCAS Tustin Specific Plan.</li> </ul>
				<p>application stage, as applicable. <i>The remaining Barranca Channel improvements must be complete by June 2015.</i></p>



Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<ul style="list-style-type: none"> <li>• lighting regulations, including regulations ensuring that exterior lighting does not negatively impact surrounding property;</li> <li>• screening regulations for mechanical equipment and outside storage; and,</li> <li>• site signage requirements, including sign permit approval.</li> </ul>				<ul style="list-style-type: none"> <li>• <b>Village of Hope</b> Included in construction plans – installation complete.</li> <li>• <b>Tustin Family Campus</b> Included in construction plans – installation complete.</li> <li>• <b>RSCCD (Sheriff)</b> The Sheriff's Training Facility project was reviewed for compliance with the requirements of the MCAS Tustin Specific Plan, and any future development phases will also be subject to compliance with the MCAS Tustin Specific Plan.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b> Included in construction plans – installation in progress.</li> <li>• <b>Anton Legacy – St. Anton Partners</b> Included in construction plans – installation in progress.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b> Included in the entitlement and construction plans.</li> <li>• <b>Master Development Footprint</b> Future developer(s) will be responsible for any required urban design plan including cohesive architectural and landscape design.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<b>Mitigation Measures for Cultural and Paleontological Resources</b>				
Hist-1	Historic American Building Survey (HABS) - DON will complete the appropriate recordation for hangars 28 and 29 and the discontiguous historic district prior to conveyance of any property within the discontiguous historic district and shall ensure that copies of the recordation are made available to SHPO, the City of Tustin, and any local or other archive facilities designated by SHPO.	Prior to conveyance to City of Tustin	Department of the Navy	Complete
Hist-2	Curation - within 30 days of the execution of the MOA, Department of the Navy will distribute copies of plans and architectural drawings and other archival materials and records, as available, concerning the layout and the buildings and structures that made up the original Navy lighter-than-air blimp facility to a local curation facility. The City of Tustin or its designee will also be provided with copies of these materials.	Within 30 days of the execution of the MOA	Department of the Navy	Complete
Arch-1	Prior to issuance of grading permits, the four-acre parcel currently outside the boundaries of the Air Station along	Prior to issuance of grading permits.	Tustin Community	<ul style="list-style-type: none"> <li>• Tustin Field I (location of 4 acre site)                      A paleontologist contract was executed prior to grading. During grading, a cultural resource was</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
<p>Harvard Avenue shall be surveyed to determine the presence/absence of archaeological resources prior to grading.</p>			<p>Development Department</p>	<p>exposed and handled per plan. The monitoring of the site and evaluation of the object was done by SWCA in contract with JLH and all correspondence on file with CDD.</p>
<p>Arch-2                      Prior to issuance of grading permits, the cities of Tustin and Irvine shall each require applicants of individual development projects to retain, as appropriate, a county-certified archaeologist. If buried resources are found during grading within the reuse plan area, a qualified archaeologist would need to assess the site significance and perform the appropriate mitigation. The Native American view point shall be considered during this process. This could include testing or data recovery. Native American consultation shall also be initiated during this process.</p>	<p>Prior to issuance of grading permits.</p>	<p>Project Developer</p>	<p>Community Development Department (Tustin and/or Irvine, as applicable)</p>	<ul style="list-style-type: none"> <li>• <b>Tustin Field I</b>                              During grading, archeological resources were exposed and handled per plan paleontologist plan on file with CDD</li> <li>• <b>Tustin Field II</b>                              Copy of contract and paleontologist plan on file with CDD</li> <li>• <b>The District</b>                              Copy of contract and paleontologist plan on file with CDD</li> <li>• <b>Columbus Grove (Tract 16582)</b>                              Copy of contract and paleontologist plan on file with CDD</li> <li>• <b>Columbus Square (Tract 16581)</b>                              Copy of contract and paleontologist plan on file with CDD</li> <li>• <b>RSCCD (Sheriff)</b>                              The RSCCD retained an archaeologist for the Sheriff's Training Facility project construction; however, an archaeologist will also need to be obtained for construction of any future phases.</li> </ul>

Measure	Timing and Implementation	Mitigation Compliance Responsibility	Mitigation Monitoring and Enforcement Responsibility	Status
				<ul style="list-style-type: none"> <li>• <b>SOCCCD (ATEP)</b>                      The SOCCCD retained an archaeologist for project construction of Phase 1; however, an archaeologist will also need to be obtained for construction of any future phases.</li> <li>• <b>Village of Hope</b>                      The Village of Hope retained an archaeologist for project construction.</li> <li>• <b>Amalfi Apartment Homes – Irvine Company</b>                      Developer has provided evidence of the county certified archeologist retained for the project.</li> <li>• <b>Anton Legacy – St. Anton Partners</b>                      Developer has provided evidence of the county certified archeologist retained for the project.</li> <li>• <b>Greenwood in Tustin Legacy – Standard Pacific Homes</b>                      Developer has provided evidence of the county certified archeologist retained for the project.</li> <li>• <b>Master Development Footprint</b>                      Future developer(s) will be required to retain an archeologist for each project, as applicable. The City retained an archaeologist for the duration of the Tustin Ranch Road project from Warner Avenue to Walnut Avenue, Armstrong Avenue project from Barranca Parkway to Warner Avenue, Warner Avenue project from Red Hill Avenue to Tustin</li> </ul>

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: ATEP IVC First Building and Associated ATEP Utilities and Infrastructure Phase 1 Projects, Approval of Site Plans, Adopt Resolution Nos. 16-09 and 16-10

**ACTION:** Approval

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## **BACKGROUND**

On July 16, 2015, South Orange County Community College District (SOCCCD) entered into an implementation agreement with the City of Tustin which defined the specific procedures for the City's review and in some case approval for implementing ATEP projects. Procedures include that the Board of Trustees adopt a resolution approving each project's Site Plan submittal.

Pursuant to Section 6.2.5 of the implementation agreement, after completing the final CEQA document, SOCCCD held a public hearing concerning the adoption of one or more resolutions approving project Site Plans and certifying the final CEQA documents.

## **STATUS**

ATEP legal counsel and consultants worked with SOCCCD to develop the project Site Plan resolutions required for City of Tustin submittal. Two related projects are associated with this submission: the ATEP IVC First Building project, and the associated ATEP Utilities and Infrastructure Phase 1 project.

Staff recommends the Board of Trustees adopt Resolution No. 16-09 (EXHIBIT A) to approve selected plans from the DSA plan submission, as the Site Plan submittal for the ATEP IVC First Building project (EXHIBIT B), and adopt Resolution No. 16-10 (EXHIBIT C), to approve selected plans from the DSA plan submission, as the Site Plan submittal for the associated ATEP Utilities and Infrastructure Phase 1 project (EXHIBIT D).

Funds for the ATEP IVC First Building project are available in the approved basic aid project budget of \$23,000,000. Funds for the associated ATEP Utilities and Infrastructure Phase 1 project are available in the approved basic aid project budget of \$10,000,000.

## **RECOMMENDATION**

The Chancellor recommends the Board of Trustees adopt Resolution No. 16-09 (EXHIBIT A), approve selected plans from the DSA plan submission as the Site Plan submittal for the ATEP IVC First Building project (EXHIBIT B), adopt Resolution No. 16-10 (EXHIBIT C), and approve selected plans from the DSA plan submission as the Site Plan submittal for the associated ATEP Utilities and Infrastructure Phase 1 project (EXHIBIT D).

**RESOLUTION NO. 16-09**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
APPROVING THE DESIGN DOCUMENTS FOR THE FIRST BUILDING  
FOR IRVINE VALLEY COLLEGE AT ATEP  
AND APPROVING THE SUBMISSION OF  
THE SITE PLAN AND DESIGN APPLICATION  
TO OBTAIN APPROVAL OF THE PROJECT BY THE CITY OF TUSTIN**

**1. RECITALS.**

**WHEREAS**, the City of Tustin (“**City**”) and United States Department of Navy (“**Navy**”) completed a joint planning document for reuse of the former Marine Corps Air Station (“**MCAS Tustin**”) called the “**MCAS Tustin Specific Plan/Reuse Plan**” dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

**WHEREAS**, the District reviewed drafts of the MCAS Tustin Reuse Plan, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and,

**WHEREAS**, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance (“**EDC**”) under the terms of the Agreement Between The United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the “**Federal Conveyance Agreement**”); and,

**WHEREAS**, pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

**WHEREAS**, a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and The City of Tustin, California For Portions of the Former Marine Corps Air Station Tustin (“**LIFOC**”) dated May 10, 2002; and,

**WHEREAS**, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 7, 2005, by Ordinance Nos. 1295 and 1296; on March 7, 2005, by Ordinance No. 1297; on June 5, 2005, by Ordinance No. 1299; on April 17, 2006, by Ordinance No. 1311, on June 5, 2007 by Ordinance No. 1335, on March 16, 2010 by Ordinance No. 1379, on October 18, 2011 by Ordinance No. 1406, on April 3, 2012 by Ordinance No. 1413, and on March 5, 2013 by Ordinance No. 1426, on May 21, 2013 by Ordinance 1432, on March 4, 2014 by Ordinance

1440, and on November 18, 2014 (the Specific Plan and Reuse Plan and all of the amendments to the Specific Plan and Reuse Plan are referred to herein collectively as the “**Specific Plan/Reuse Plan**”); and,

**WHEREAS**, the District is entitled under section 4.1.3 of the Federal Conveyance Agreement to 68.37 acres of real property known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District, “**RSCCD**”) and the northern portion of Parcel 19 (“**Property**”) at the former MCAS Tustin in the City; and,

**WHEREAS**, the City and District entered into the “Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus,” dated April 22, 2004 (the “**City Conveyance Agreement**”); and,

**WHEREAS**, the City, acting in its capacity as the Local Redevelopment Authority (“**LRA**”) for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to 37.66 acres of the Property and personal property to the District by the “Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471” dated April 22, 2004, (“**City Quitclaim Deed**”) and the “Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin” (“**Bill of Sale**”) dated April 22, 2004; and,

**WHEREAS**, pursuant to the “Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin” dated April 29, 2004 (“**Sublease**”), the City has leased the remaining 30.71 acres of the Property to the District and will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,

**WHEREAS**, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the Advanced Technology & Education Park (ATEP) Site; and,

**WHEREAS**, the District has used reasonable efforts to plan, develop, maintain and use the Property solely and continuously as an ATEP Site consistent with the City Conveyance Agreement; and,

**WHEREAS**, the District has already built some facilities at the ATEP Site, Phase 1, specifically on the northwest corner of Valencia Avenue and Lansdowne Road to use the Property as soon as feasible as an education-oriented development and to provide educational opportunities to students; and,

**WHEREAS**, on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan (“**Short-Range Plan**”) as contemplated in section 4.3.1 of the City Conveyance Agreement; and,

**WHEREAS**, on November 12, 2008, the District adopted the Long-Range Academic and Facilities Plan (“**LRP**”) Project as contemplated in section 4.3.1 of the Conveyance Agreement and the Long Range Academic Plan (“**LRAP**”) by Resolution No. 08-35; and,

**WHEREAS**, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan; and,

**WHEREAS**, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

**WHEREAS**, on October 18, 2011, the City approved by Ordinance No. 1406 Specific Plan Amendment No. 11-003 to the Specific Plan/Reuse Plan to implement that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 as amended (as amended the “County Exchange Agreement”); and,

**WHEREAS**, on December 5, 2011, the District approved by Resolution No. 11-39 the County Exchange Agreement; and,

**WHEREAS**, the City and District entered into that certain “Term Sheet Concerning Key Issues on Development at ATEP” on December 15, 2010 (“**Term Sheet**”) that set forth the key conceptual areas of agreement concerning the ATEP site. The Term Sheet addressed permitted uses, Tustin Legacy backbone infrastructure fair share contributions (“**Backbone Fees**”), a land swap, the extension of Bell Avenue, and other terms and conditions; and,

**WHEREAS**, pursuant to the Term Sheet, the City and District negotiated final terms, conditions, and the text of several documents. These documents include (1) a General Plan Amendment 2013-001 to add the extension of Bell Avenue to the City’s circulation plan, and to identify a new floor area ratio for the District’s property after the land exchange; (2) a Specific Plan Amendment 2013-002 to add three new sub-planning areas and boundary modifications, incorporation of Bell Avenue, expanding the permitted uses to include commercial and office uses, and providing an increase in building square footage and necessary vehicle trips for the District’s property after the land exchange; (3) an exchange of approximately 22 acres of property between the City and District, a shared dedication of the Bell Avenue right of way, the District’s acquisition of the City’s day care site, the City’s acquisition of the current ATEP buildings (“**City-District Exchange Agreement**”); (5) a development agreement that includes an amended and restatement of the City Conveyance Agreement, vesting the entitlements for the ATEP Site, expanding the permitted uses to include commercial and office uses, and providing an increase in building square footage and necessary vehicle trips (“**Development Agreement and Restated Conveyance Agreement**”); (6) an infrastructure construction and payment agreement for Bell Avenue (“**Bell Avenue Agreement**”); and (7) an infrastructure construction and payment agreement for McCain Smith Road (“**McCain Smith Agreement**”); and,

**WHEREAS**, in the City-District Exchange Agreement, the City and District agreed to a further negotiation concerning the City’s acquisition from the District of an approximate 4.53 acre parcel of land located north of Valencia Avenue (the “**Valencia Parcel**”) that the City was interested in acquiring to accommodate a future park; and,

**WHEREAS**, the District owns in Fee an approximately 0.57 acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the “**Strip Parcel**”); and,



**WHEREAS**, the City and District, in connection with the negotiations for the City to acquire the Valencia Parcel also agreed that the District will convey the Strip Parcel to the City and that the McCain Smith Agreement will be terminated because upon the conveyance of the Valencia Parcel to the City, the District will not own any land abutting the McCain-Smith Road; and,

**WHEREAS**, on June 23, 2014, the District approved by Resolution No. 14-19 that certain Agreement Concerning Valencia Parcel (the “**Valencia Parcel Agreement**”); amended the Sublease to delete the Valencia Parcel for the District to convey it to the City by quitclaim deed, relinquished the District’s right to acquire fee title to the Valencia Parcel, approved an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Valencia and Strip Parcels from the definition of “SOCCCD Property,” terminated the McCain Smith Agreement, amended the lease dated August 8, 2013, by which the District leased back the temporary buildings located on the Valencia Parcel from the City (“**Interim Lease**”) to extend the term for an additional 12 months (until August 30, 2017) for \$1 per year, with an option by the District to future extend for an additional 6 months; and,

**WHEREAS**, the Project consists of the approval of the design documents (Exhibit A) for the first permanent building at ATEP for Irvine Valley College (“First Building”) which consists of about approximately 32,500 square feet of gross floor area in a two-story structure; and,

**WHEREAS**, the Project is consistent with the General Plan, Specific Plan/Reuse Plan, Development Agreement and Restated Conveyance Agreement, and the Development Framework that was approved by the board on June 22, 2015; and,

## **2. THE PROJECT.**

- A.** The Project consists of the Board approval of the design documents for the first permanent building at ATEP for Irvine Valley College that consists of about approximately 32,500 square feet of gross floor area in a two-story structure.
- B.** The Project also consists of the Board approval of the submission to the City of the Site Plan and Design Review Application to obtain City approval of the First Building.

## **3. PUBLIC HEARING.**

- A.** Public hearing notice for the Board of Trustees’ public hearing was posted on the District’s website, and is publically displayed at Saddleback College, Irvine Valley College and ATEP. The public notices invited all interested persons to attend the public hearing and express opinions about the Project and CEQA compliance related thereto.
- B.** Project information was posted on the District’s website, and copies were made available for public inspection at the District offices. The documents were also made available for public inspection at the public hearing in the Board of Trustees’ boardroom.

- C. On April 25, 2016, the Board of Trustees held a public hearing pertaining to the approval of the Project and certification of the Addendum under CEQA for the purpose of hearing and considering any comments from the public about these documents before the Board of Trustees made a decision about the Project.

#### **4. RECORD OF PROCEEDINGS.**

##### **A. Scope of the Record.**

- i) The record of proceedings upon which the Board of Trustees bases the findings in this Resolution are the documents and evidence relied upon by the District in preparing the Exchange Agreement and Addendum.

##### **B. Custodian of the Record.**

- i) The custodian of the record of proceedings is Dr. Debra Fitzsimons, Vice Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

#### **5. FINDINGS.**

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Trustees of the South Orange County Community College District as follows:

1. That the above recitals, information, facts, and findings are true and correct, and are hereby adopted in their entirety as set forth above.
2. The District is continuing to develop the ATEP Site as an education-oriented development consistent with the General Plan, the Specific Plan/Reuse Plan, LRP, the Development Agreement and Restated Conveyance Agreement and the Planning Framework.
3. That on April 25, 2016, the Board of Trustees held a duly noticed public hearing at which time the public was give the opportunity to comment on the Project and the Addendum.
4. The Board of Trustees has independently reviewed and considered the Project in conjunction with the General Plan, the Specific Plan/Reuse Plan, LRP, the Development Agreement and Restated Conveyance Agreement, and the Planning Framework. The District's Board of Trustees has fully considered each and every comment made by any party commenting on the Project.
5. Prior to the approval of the Project, the District's Board of Trustees certified, pursuant to CEQA, Resolution No. 16-08, the Addendum.
6. That the Board of Trustees does hereby approve the Project site plan and authorizes the submission of the Site Plan and Design Review Application to the City, and that the appropriate District officials are hereby authorized and directed to take all such actions as are necessary to properly effectuate, consummate, and implement the Project and obtain City approval of the Project.

**PASSED AND ADOPTED** by the Board of Trustees of the South Orange County  
Community College District, Orange County, State of California, on April 25, 2016

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Timothy Jemal, President

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James R. Wright, Vice President

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David B. Lang, Clerk

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Marcia Milchiker, Member

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Barbara J. Jay, Member

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T.J. Prendergast, III, Member

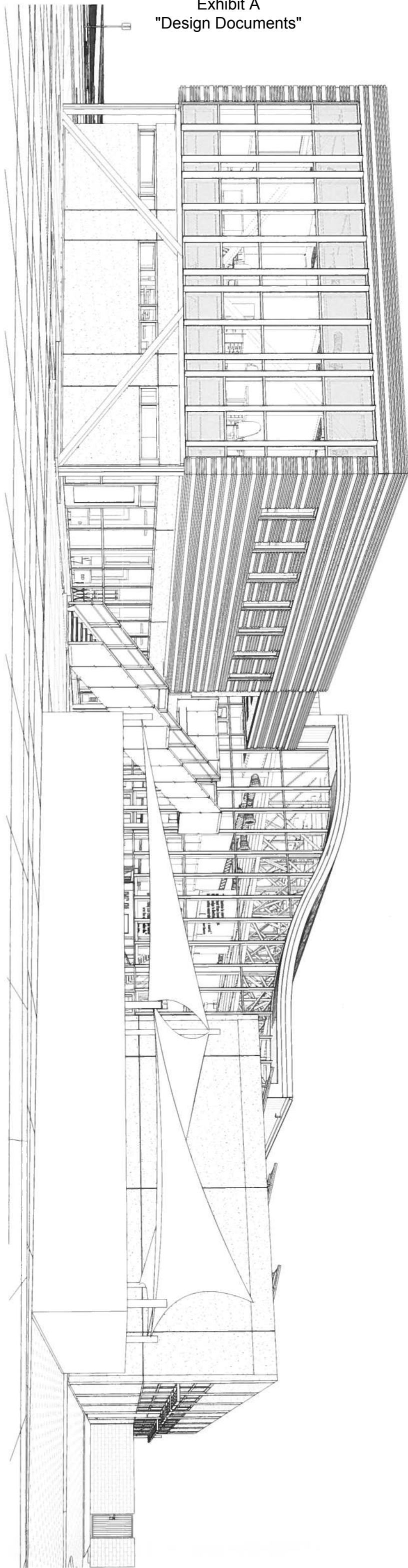
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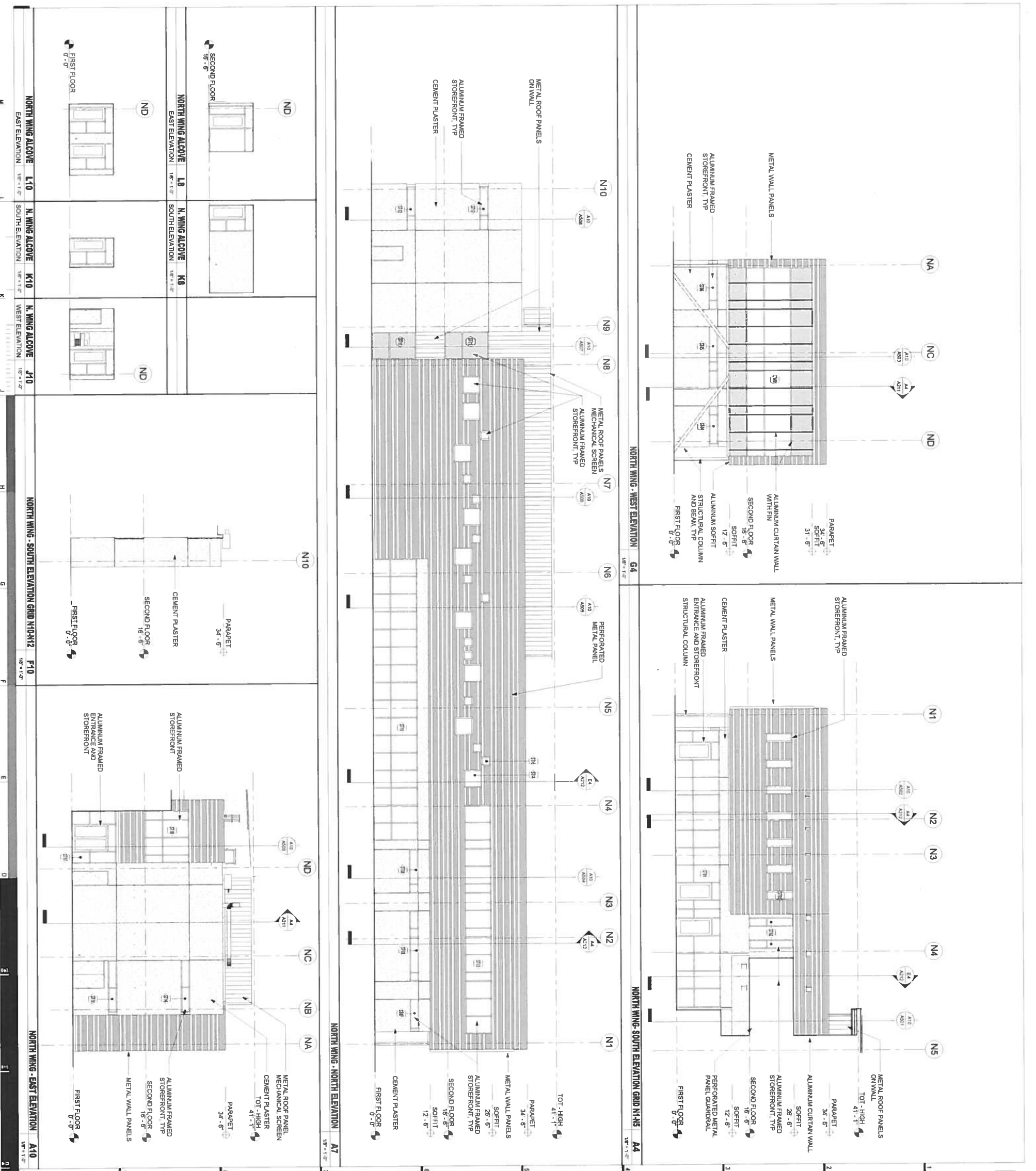
Terri Whitt, Member

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Gary L. Poertner, Chancellor  
And Secretary to the Governing  
Board

**EXHIBIT A**  
**“Design Documents”**





**WALL FINISH**

- CEMENT PLASTER, PAINTED FINISH
- CORRUGATED METAL PANEL, FACTORY FINISH

**GLAZING LEGEND**

- CLEAR GLAZING
- FROSTED GLAZING

**IDENTIFICATION**

DATE: 11/20/15  
SHEET: 15

**DOUGHERTY DOUGHERTY**

REGISTERED ARCHITECT  
3194 - D  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD TUSTIN, CA 92782

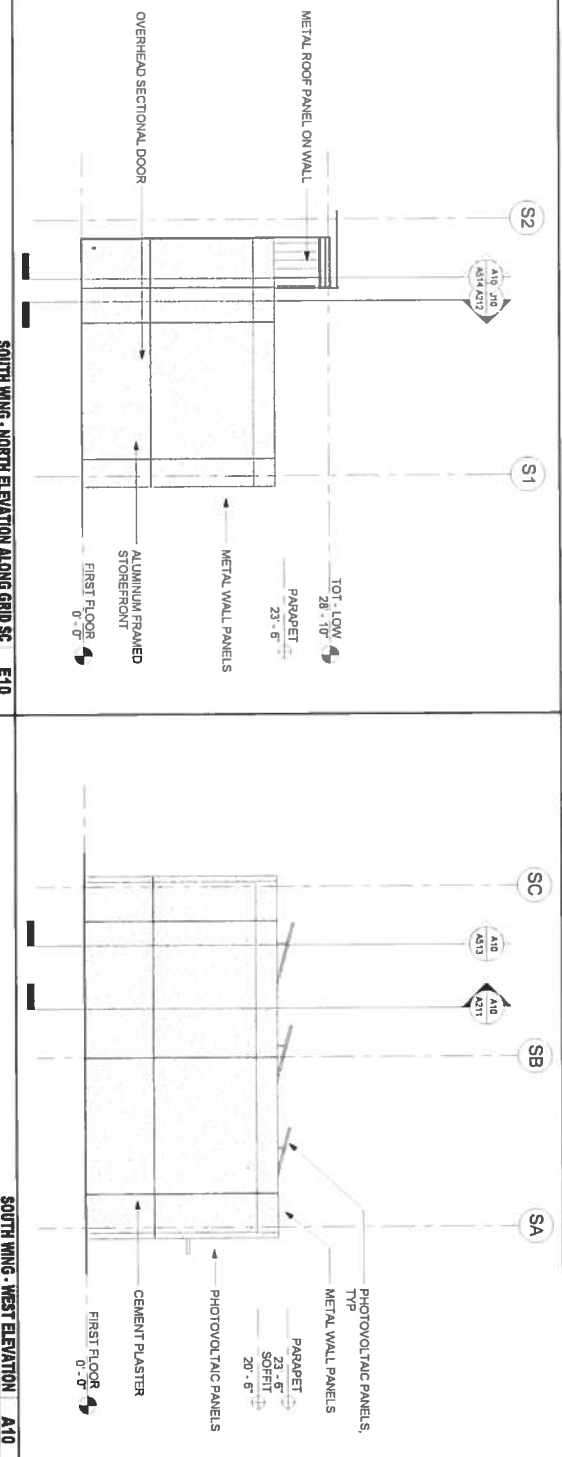
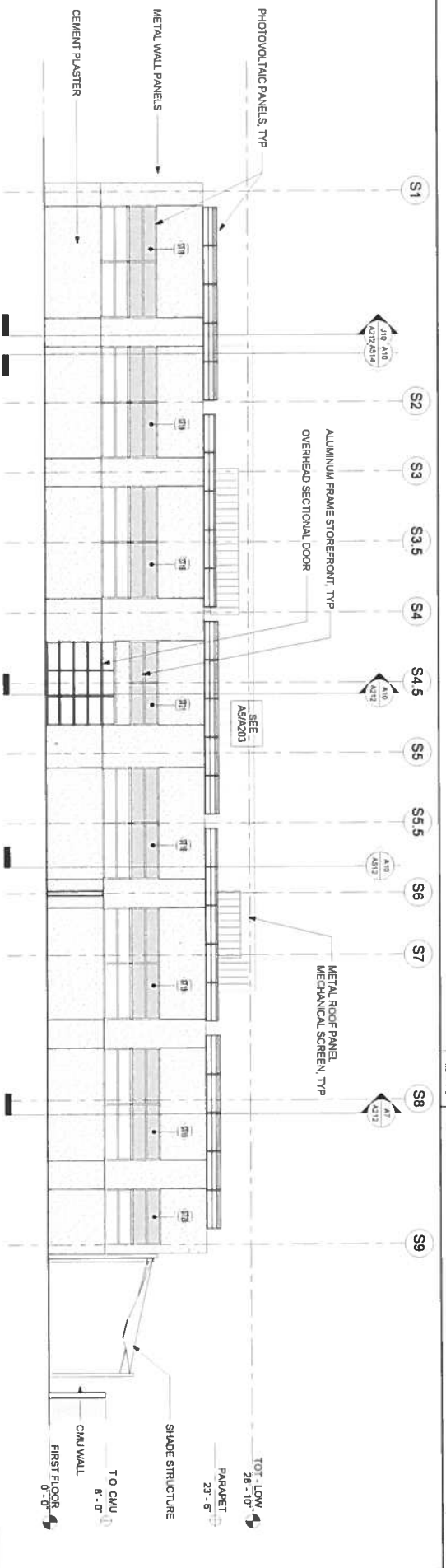
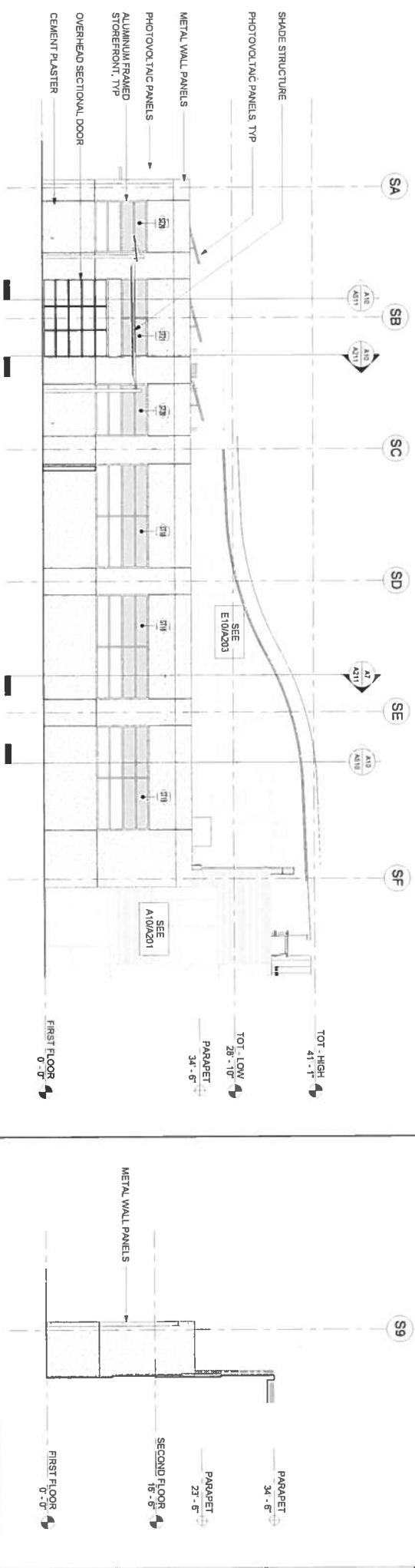
**A201**

**IVC-ATEP FIRST BUILDING**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD TUSTIN CA. 92782

**EXTERIOR ELEVATIONS - NORTH WING**

JOB: 216440  
SCALE: AS NOTED  
PI: SP  
DATE: 11/20/15





**WALL FINISH**

- CEMENT PLASTER
- PAINTED FINISH
- CORRUGATED METAL PANEL FACTORY FINISH

**GLAZING LEGEND**

- CLEAR GLAZING
- FROSTED GLAZING

**IVC-ATEP FIRST BUILDING**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD TUSTIN CA. 92782

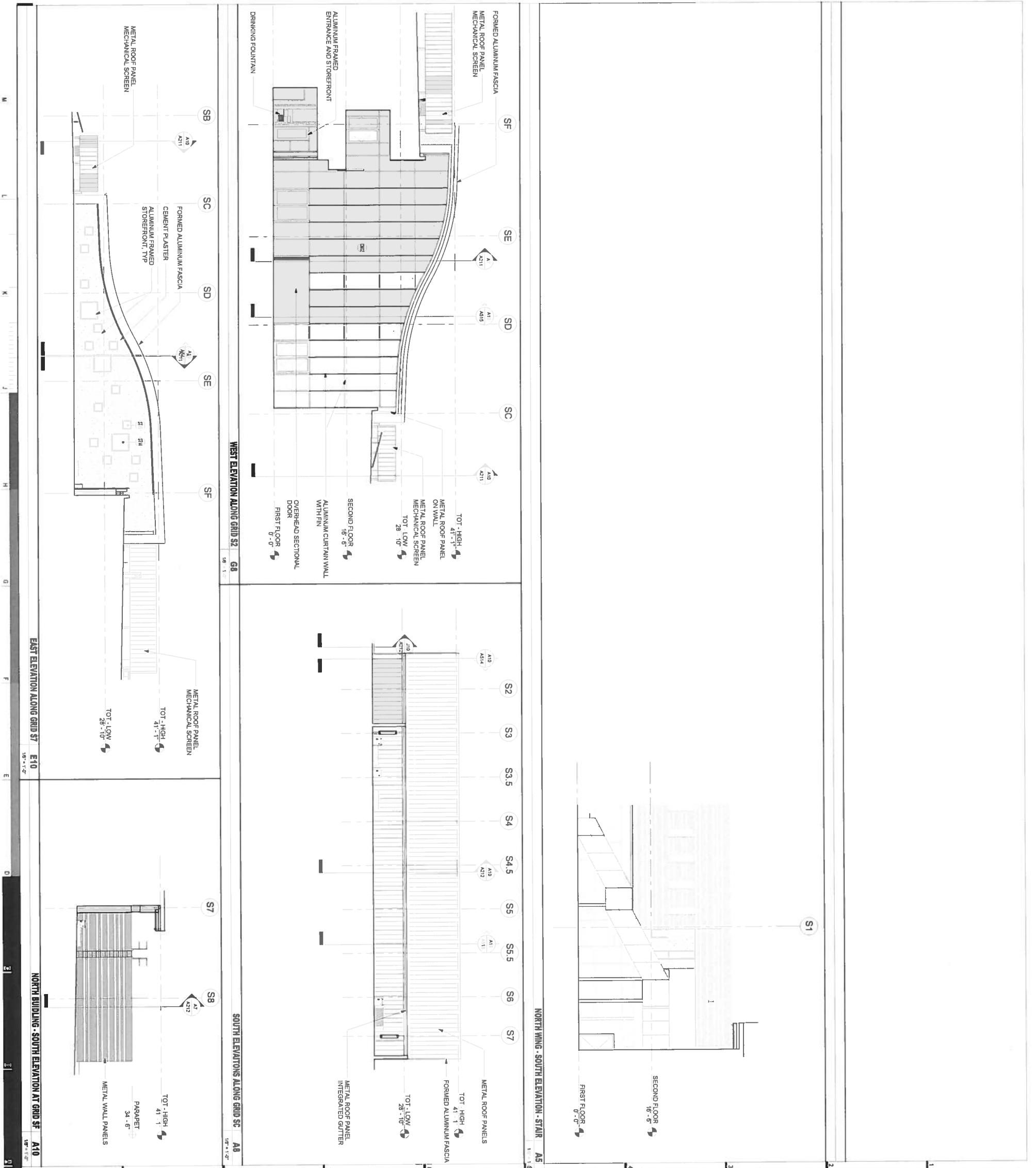
JOB	218410
SCALE	AS NOTED
DATE	11/20/2015

**EXTERIOR ELEVATIONS  
- SOUTH WING**



**DOUGHERTY DOUGHERTY**  
ARCHITECTS  
3194 - D  
1144 47 877 114 47 828  
**A202**





**WALL FINISH**

-  CEMENT PLASTER, PAINTED FINISH
-  CORRUGATED METAL PANEL, FACTORY FINISH

**GLAZING LEGEND**

-  CLEAR GLAZING
-  FROSTED GLAZING

**IVC-ATEP FIRST BUILDING**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD TUSTIN CA. 92782

JOB: 210410  
SCALE: AS NOTED  
PI: SP  
DATE: 11/20/2015

**EXTERIOR ELEVATIONS**

CONSTRUCTION PLAN  
DIV. OF THE STATE ARCHITECT  
OFFICE OF REGULATORY SERVICES  
FILE NO. \_\_\_\_\_  
DATE: \_\_\_\_\_

**DOUGHERTY DOUGHERTY**  
ARCHITECTS  
3194 - D  
AIRPORT ROAD DRIVE  
TUSTIN, CA 92782

**A203**





TREES



ARBUTUS MARINA



PLATANUS RACEMOSA  
\*USED IN BIOSWALE AREA



QUERCUS AGRIFOLIA



SCHINUS MOLLE

SHRUBS (NON BIOSWALE)



ARCTOSTAPHYLOS PACIFIC MIST



CHONDROPETALUM TECTORIUM



CEANOTHUS POINT REYES



DENROECYON HARFORDII



ELYMUS CANYON PRINCE



EPILOBIUM CALIFORNICA



GALVEZIA SPECIOSA



JUNCUS PATENIS



MUHLENBERGIA RIGENS



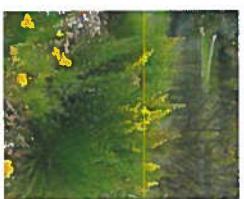
RIBES VIBURNIFOLIUM



SALVIA CLEVELANDII



SALVIA MELIFERA TERRA SECA



SOLIDAGO VELUTINA CALIFORNICA

SHRUBS (BIOSWALE)



CAREX PRAEGRACILIS



EQUISETUM HYEMALE



FESTUCA RUBRA



MIMULUS SSP

PROPOSED PLANT PALETTE

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	WALCOILS REGION 3
<b>PROPOSED TREES</b>					
	ARB MAR	ARBUTUS MARINA	MARINA STRAWBERRY TREE	24" BOX M	
	PLA RAC	PLATANUS RACEMOSA *USED IN BIOSWALE AREA	CALIFORNIA SYCAMORE	24" BOX M	
	QUE ILE	QUERCUS ILEX	HOLLY OAK	24" BOX L	
<b>PROPOSED SHRUBS (NON BIOSWALE)</b>					
	ARB PAC	ARCTOSTAPHYLOS PACIFIC MIST	MANZANITA	5 GAL L	
	CHO TEC	CHONDROPETALUM TECTORIUM	CAPE RUSH	5 GAL L	
	CEA GIO	CEANOTHUS GLORIOSUS POINT REYES	CEANOTHUS	5 GAL L	
	DEN HAR	DENROECYON HARFORDII	ISLAND BUSH POPPY	5 GAL VL	
	ELY CAN	ELYMUS CONDENSATUS CANYON PRINCE	WILD RYE	5 GAL L	
	EPI CAL	EPILOBIUM CALIFORNICA	CALIFORNIA FUSCHIA	5 GAL VL	
	GAL SPE	GALVEZIA SPECIOSA	ISLAND BUSH SNAPDRAGON	5 GAL VL	
	JUN PAT	JUNCUS PATENIS	CALIFORNIA GREY RUSH	5 GAL L	
	MUH RIG	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL L	
	RIB VIB	RIBES VIBURNIFOLIUM	EVERGREEN CURRENT	5 GAL VL	
	SAL CLE	SALVIA CLEVELANDII	CALIFORNIA BLUE SAGE	5 GAL VL	
	SAL MEL	SALVIA MELIFERA TERRA SECA	DWARF BLACK SAGE	5 GAL VL	
	SOL CAL	SOLIDAGO VELUTINA SSP CALIFORNICA	CALIFORNIA GOLDENROD	5 GAL L	
* DENOTES SHRUB MAY BE USED IN BIOSWALE AREA					

PROPOSED SHRUBS (BIOSWALE)					
	CAR PRA	CAREX PRAEGRACILIS	CALIFORNIA FIELD SEDGE	5 GAL M	
	EQU HYE	EQUISETUM HYEMALE	HORSETAIL	5 GAL H	
	FES RUB	FESTUCA RUBRA	CREeping RED FESCUE	5 GAL H	
	MIM HYB	MIMULUS HYBRIDS	STICKY MONKEY FLOWER	5 GAL H	
<b>ALTERNATIVE SHRUB OPTIONS</b>					
	ALO MAC	ALOE MACULATA	SOAP ALOE	5 GAL L	
	BAC SPP	BACCHARIS SPP	COYOTE BUSH	5 GAL L	
	CAL LIT	CALLISTEMON LITTLE JOHN	DWARF CALLISTEMON	5 GAL M	

ALTERNATIVE SHRUB OPTIONS



ALOE MACULATA



BACCHARIS SPP



CALLISTEMON LITTLE JOHN

NOVIS LANDSCAPE ARCHITECTURE  
301 LAWRENCE AVENUE, SUITE 111  
COSTA MESA, CALIFORNIA  
U.S.A. 92626-4440  
TEL: 714.734.7344  
FAX: 714.734.7311

REGISTERED LANDSCAPE ARCHITECT  
PAUL DOUGHERTY  
NO. C-2824  
EXPIRES 12/31/17  
STATE OF CALIFORNIA

REGISTERED ARCHITECT  
PAUL DOUGHERTY  
NO. A-100, JI, 100, JI, 100, JI  
EXPIRES 12/31/17  
STATE OF CALIFORNIA

IVC-ATEP FIRST BUILDING  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD, TUSTIN, CA 92782

JOB NO: 21694.00  
SCALE: AS NOTED  
DATE: 01/18/2016

PLANT PALETTE & IMAGERY

NOTIFICATION STAMP  
BY THE SIGN & ARCHITECT  
OFFICE OF REGULATION SERVICES  
FILE NO: \_\_\_\_\_  
DATE: \_\_\_\_\_

SCALE: 1"=20'-0"



DOUGHERTY DOUGHERTY  
ARCHITECTS  
3194-D  
10000 WILSON AVENUE, SUITE 100  
COSTA MESA, CALIFORNIA 92626  
TEL: 714.427.8277 FAX: 714.427.8248

L001

### PROPOSED PLANT PALETTE

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	WALCO'S REGION 3
<b>PROPOSED TREES</b>					
	ARB MAR	ARBUTUS MARINA	MARINA STRAWBERRY TREE	24' BOX M	
	PLA RAC	PLATANUS RACEMOSA	CALIFORNIA SYCAMORE	24' BOX M	* USED IN BIOSWALE AREA
	QUE ILE	QUERCUS ILEX	HOLLY OAK	24' BOX L	
<b>PROPOSED SHRUBS (NON BIOSWALE)</b>					
	ARC PAC	ARCTOSTAPHYLOS PACIFIC MIST	MANZANITA	5 GAL L	
*	CHO TEC	CHONDROPETALUM TECTORUM	CAPE RUSH	5 GAL L	
	CEA GLO	CEANOTHUS GLORIOSUS POINT REYES	CEANOTHUS	5 GAL L	
	DEN HAR	DENDROMECON HARDYFORDII	ISLAND BUSH POPPY	5 GAL VL	
	ELY CAN	ELYMUS CONDENSATUS CANYON PRINCE	WILD RYE	5 GAL L	
*	EPI CAL	EPILOBUM CALIFORNICA	CALIFORNIA FUSCHIA	5 GAL VL	
	GAL SPE	GALVEZIA SPECIOSA	ISLAND BUSH SWAMPBACON	5 GAL VL	
*	JUN PAT	JUNCUS PATENS	CALIFORNIA GREY RUSH	5 GAL L	
	MUH RIG	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL L	
	RIB VIB	RIBES VIBURNIFOLIUM	EVERGREEN CURRANT	5 GAL VL	
	SAL CLE	SALVIA CLEVELANDII	CALIFORNIA BLUE SAGE	5 GAL VL	
	SAL MEL	SALVIA MELIFERA TERRA SECA	DWARF BLACK SAGE	5 GAL VL	
	SOL CAL	SOLIDAGO YELITINA SSP CALIFORNICA	CALIFORNIA GOLDENROD	5 GAL L	
* DENOTES SHRUBS MAY BE USED IN BIOSWALE AREA					
<b>PROPOSED SHRUBS (BIOSWALE)</b>					
	CAR PRA	CAREX PRAEGRACILIS	CALIFORNIA FIELD SEDGE	5 GAL M	
	EDU HYE	EQUISETUM HYEMALE	HORSETAIL	5 GAL H	
	FES RUB	FESTUCA RUBRA	GREENING RED FESCUE	5 GAL H	
	MIM HYB	MIMULUS HYBRIDS	STICKY MONKEY FLOWER	5 GAL H	
<b>ALTERNATIVE SHRUB OPTIONS</b>					
	ALO MAC	ALOE MACULATA	SOAP ALOE	5 GAL L	
	BAC SPP	BACCHARIS SPP	COYOTE BUSH	5 GAL L	
	CAL UT	CALLISTEMON TUTTLE JOHN	DWARF CALLISTEMON	5 GAL M	



IRVINE VALLEY COLLEGE - INSPIRATION PHOTOS



**NOTE**  
REFER TO SHEET L-002 FOR  
PLANTING LEGEND AND IMAGERY



IDENTIFICATION SYMBOL  
BY THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
FILE NO  
DATE

JOB	21494.00
SCALE	AS NOTED
PI	
DATE	01-18-2016

**IVC-ATEP FIRST BUILDING**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANSDOWNE ROAD, TUSTIN, CA 92782

**NOVIS**  
LANDSCAPE ARCHITECTURE  
3131 ARWAY AVENUE, SUITE 113  
COSTA MESA, CALIFORNIA  
953.514.7544  
953.714.7544  
953.714.7544



**PLANTING PLAN AND  
PLANT PALETTE**

**L001**

**RESOLUTION NO. 16-10**

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
APPROVING THE DESIGN DOCUMENTS FOR CERTAIN UTILITIES AND  
INFRASTRUCTURE IMPROVEMENTS TO SUPPORT ATEP DEVELOPMENT AND  
APPROVING THE SUBMISSION OF THE SITE PLAN AND DESIGN APPLICATION  
TO OBTAIN APPROVAL OF THE PROJECT BY THE CITY OF TUSTIN**

**1. RECITALS.**

**WHEREAS**, the City of Tustin (“**City**”) and United States Department of Navy (“**Navy**”) completed a joint planning document for reuse of the former Marine Corps Air Station (“**MCAS Tustin**”) called the “**MCAS Tustin Specific Plan/Reuse Plan**” dated October 1996, as amended by the Errata dated September 1998. The Reuse Plan is a part of the MCAS Tustin Specific Plan/Reuse Plan and consists of Chapters 1, 2 (excluding 2.17) and 5 of the MCAS Tustin Specific Plan/Reuse Plan; and,

**WHEREAS**, the District reviewed drafts of the MCAS Tustin Reuse Plan, and other related and supporting documents, participated in the formulation of such documents, provided comments, and otherwise fully participated in the process that culminated in the certification of the environmental documents and the adoption and approval of the MCAS Tustin Reuse Plan; and,

**WHEREAS**, in May 2002, the Navy agreed to convey 1,153 acres of MCAS Tustin to the City by federal deeds as an economic development conveyance (“**EDC**”) under the terms of the Agreement Between The United States of America and the City of Tustin, California, for the Conveyance of a Portion of the Former Marine Corps Air Station Tustin as amended (as so amended, the “**Federal Conveyance Agreement**”); and,

**WHEREAS**, pursuant to the Federal Conveyance Agreement, a portion of the MCAS Tustin was conveyed by federal deeds from the Navy to the City on May 13, 2002; and,

**WHEREAS**, a portion of MCAS Tustin is leased to the City by the Navy under the Lease In Furtherance of Conveyance Between the United States of America and The City of Tustin, California For Portions of the Former Marine Corps Air Station Tustin (“**LIFOC**”) dated May 10, 2002; and,

**WHEREAS**, the City approved and adopted the Specific Plan/Reuse Plan for MCAS Tustin on February 3, 2003, by Ordinance No. 1257, and subsequently amended it on March 7, 2005, by Ordinance Nos. 1295 and 1296; on March 7, 2005, by Ordinance No. 1297; on June 5, 2005, by Ordinance No. 1299; on April 17, 2006, by Ordinance No. 1311, on June 5, 2007 by Ordinance No. 1335, on March 16, 2010 by Ordinance No. 1379, on October 18, 2011 by Ordinance No. 1406, on April 3, 2012 by Ordinance No. 1413, and on March 5, 2013 by Ordinance No. 1426, on May 21, 2013 by Ordinance 1432, on March 4, 2014 by Ordinance 1440, and on November 18, 2014 (the Specific Plan and Reuse Plan and all of the amendments

to the Specific Plan and Reuse Plan are referred to herein collectively as the “**Specific Plan/Reuse Plan**”); and,

**WHEREAS**, the District is entitled under section 4.1.3 of the Federal Conveyance Agreement to 68.37 acres of real property known in the Federal Conveyance Agreement as Parcel 1 (less the twenty-two acre portion set aside for Rancho Santiago Community College District, “**RSCCD**”) and the northern portion of Parcel 19 (“**Property**”) at the former MCAS Tustin in the City; and,

**WHEREAS**, the City and District entered into the “Agreement Between the City of Tustin and the South Orange County Community College District for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Education Campus,” dated April 22, 2004 (the “**City Conveyance Agreement**”); and,

**WHEREAS**, the City, acting in its capacity as the Local Redevelopment Authority (“**LRA**”) for the disposition and conveyance of portions of the former MCAS Tustin, conveyed fee title to 37.66 acres of the Property and personal property to the District by the “Quitclaim Deed and Environmental Restriction Pursuant to Civil Code section 1471” dated April 22, 2004, (“**City Quitclaim Deed**”) and the “Bill of Sale For Former Military Personal Property Located at the Former Marine Corps Air Station, Tustin” (“**Bill of Sale**”) dated April 22, 2004; and,

**WHEREAS**, pursuant to the “Sublease Between the City of Tustin and the South Orange County Community College District for a Portion of MCAS Tustin” dated April 29, 2004 (“**Sublease**”), the City has leased the remaining 30.71 acres of the Property to the District and will convey fee title to such remaining portion when the Navy conveys fee title to such portion of the Property to the City; and,

**WHEREAS**, as provided by California Education Code section 70902, the District is statutorily responsible for establishing policies for, and approval of, courses of instruction and educational programs at the ATEP Site; and,

**WHEREAS**, the District has used reasonable efforts to plan, develop, maintain and use the Property solely and continuously as an ATEP Campus consistent with the City Conveyance Agreement; and,

**WHEREAS**, the District has already built some facilities at the ATEP Campus, Phase 1, specifically on the northwest corner of Valencia Avenue and Lansdowne Road to use the Property as soon as feasible as an education-oriented development and to provide educational opportunities to students; and,

**WHEREAS**, on March 24, 2008, the District adopted the Short-Range Academic and Facilities Plan (“**Short-Range Plan**”) as contemplated in section 4.3.1 of the City Conveyance Agreement; and,

**WHEREAS**, on November 12, 2008, the District adopted the Long-Range Academic and Facilities Plan (“**LRP**”) Project as contemplated in section 4.3.1 of the Conveyance Agreement and the Long Range Academic Plan (“**LRAP**”) by Resolution No. 08-35; and,

**WHEREAS**, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan; and,

**WHEREAS**, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

**WHEREAS**, on October 18, 2011, the City approved by Ordinance No. 1406 Specific Plan Amendment No. 11-003 to the Specific Plan/Reuse Plan to implement that certain Agreement for the Exchange of Real Property between the County of Orange and District dated February 7, 2012 as amended (as amended the “County Exchange Agreement”); and,

**WHEREAS**, on December 5, 2011, the District approved by Resolution No. 11-39 the County Exchange Agreement; and,

**WHEREAS**, the City and District entered into that certain “Term Sheet Concerning Key Issues on Development at ATEP” on December 15, 2010 (“**Term Sheet**”) that set forth the key conceptual areas of agreement concerning the ATEP site. The Term Sheet addressed permitted uses, Tustin Legacy backbone infrastructure fair share contributions (“**Backbone Fees**”), a land swap, the extension of Bell Avenue, and other terms and conditions; and,

**WHEREAS**, pursuant to the Term Sheet, the City and District negotiated final terms, conditions, and the text of several documents. These documents include (1) a General Plan Amendment 2013-001 to add the extension of Bell Avenue to the City’s circulation plan, and to identify a new floor area ratio for the District’s property after the land exchange; (2) a Specific Plan Amendment 2013-002 to add three new sub-planning areas and boundary modifications, incorporation of Bell Avenue, expanding the permitted uses to include commercial and office uses, and providing an increase in building square footage and necessary vehicle trips for the District’s property after the land exchange; (3) an exchange of approximately 22 acres of property between the City and District, a shared dedication of the Bell Avenue right of way, the District’s acquisition of the City’s day care site, the City’s acquisition of the current ATEP buildings (“**City-District Exchange Agreement**”); (5) a development agreement that includes an amended and restatement of the City Conveyance Agreement, vesting the entitlements for the ATEP Site, expanding the permitted uses to include commercial and office uses, and providing an increase in building square footage and necessary vehicle trips (“**Development Agreement and Restated Conveyance Agreement**”); (6) an infrastructure construction and payment agreement for Bell Avenue (“**Bell Avenue Agreement**”); and (7) an infrastructure construction and payment agreement for McCain Smith Road (“**McCain Smith Agreement**”); and,

**WHEREAS**, in the City-District Exchange Agreement, the City and District agreed to a further negotiation concerning the City’s acquisition from the District of an approximate 4.53 acre parcel of land located north of Valencia Avenue (the “Valencia Parcel”) that the City was interested in acquiring to accommodate a future park; and,

**WHEREAS**, the District owns in Fee an approximately 0.57 acre strip of land located at the southeast corner of the intersection of Red Hill Avenue and Valencia Avenue (the “Strip Parcel”); and,

**WHEREAS**, the City and District, in connection with the negotiations for the City to acquire the Valencia Parcel also agreed that the District will convey the Strip Parcel to the City and that the McCain Smith Agreement will be terminated because upon the conveyance of the Valencia Parcel to the City, the District will not own any land abutting the McCain-Smith Road; and,

**WHEREAS**, on June 23, 2014, the District approved by Resolution No. 14-19 that certain Agreement Concerning Valencia Parcel (the “Valencia Parcel Agreement”); amended the Sublease to delete the Valencia Parcel for the District to convey it to the City by quitclaim deed, relinquished the District’s right to acquire fee title to the Valencia Parcel, approved an amendment to the Development Agreement and Restated Conveyance Agreement to remove the Valencia and Strip Parcels from the definition of “SOCCCD Property,” terminated the McCain Smith Agreement, amended the lease dated August 8, 2013, by which the District leased back the temporary education site located on the Valencia Parcel from the City (“Interim Lease”) to extend the term for an additional 12 months (until August 30, 2017) for \$1 per year, with an option by the District to future extend for an additional 6 months; and,

**WHEREAS**, the Project consists of the approval of the design documents (EXHIBIT A) for infrastructure improvements that include parking areas, utility line extensions, landscaping and storm water management features, improvements to the existing Lansdowne Road, and two new access drives, one each from Valencia Avenue and the planning extension of Bell Avenue. The construction of Bell Avenue is not a part of the Project as it was previously approved by the Board. The two new access drives are not part of the base bid for the Project, and are instead included as bid alternatives that could be constructed as part of the Project; and,

**WHEREAS**, the Project is consistent with the General Plan, Specific Plan/Reuse Plan, Development Agreement and Restated Conveyance Agreement, and the Development Framework that was approved by the board on June 22, 2015; and,

## **2. THE PROJECT.**

- A.** The Project consists of the Board approval of the design documents consists of the approval of the design documents for infrastructure improvements that include parking areas, utility line extensions, landscaping and storm water management features, improvements to the existing Lansdowne Road, and two new access drives, one each from Valencia Avenue and the planning extension of Bell Avenue.
- B.** The Project also consists of the Board approval of the submission to the City of the Site Plan and Design Review Application to obtain City approval of the First Building.

## **3. PUBLIC HEARING.**

- A.** The Notice of Public Hearing has been posted on the District website, is publically displayed at Saddleback College, Irvine Valley College and at the ATEP site. The public notices invited all interested persons to attend the public hearing and express opinions about the Project and CEQA compliance related

thereto.

- B. Project information was posted on the District website, is publically displayed at Saddleback College, Irvine Valley College and at the ATEP site, and copies were made available for public inspection at the District offices and three district educational locations. The documents were also made available for public inspection at the public hearing in the Board of Trustees' boardroom.
- C. On April 25, 2016, the Board of Trustees held a public hearing pertaining to the approval of the Project and certification of the Addendum under CEQA for the purpose of hearing and considering any comments from the public about these documents before the Board of Trustees made a decision about the Project.

#### **4. RECORD OF PROCEEDINGS.**

##### **A. Scope of the Record.**

- i) The record of proceedings upon which the Board of Trustees bases the findings in this Resolution are the documents and evidence relied upon by the District in preparing the Exchange Agreement and Addendum.

##### **B. Custodian of the Record.**

- i) The custodian of the record of proceedings is Dr. Debra Fitzsimons, Vice Chancellor, South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California, 92692-3635.

#### **5. FINDINGS.**

**NOW THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Trustees of the South Orange County Community College District as follows:

1. That the above recitals, information, facts, and findings are true and correct, and are hereby adopted in their entirety as set forth above.
2. The District is continuing to develop the ATEP Site as an education-oriented development consistent with the General Plan, the Specific Plan/Reuse Plan, LRP, the Development Agreement and Restated Conveyance Agreement and the Development Framework.
3. That on April 25, 2016, the Board of Trustees held a duly noticed public hearing at which time the public was give the opportunity to comment on the Project and the Addendum.
4. The Board of Trustees has independently reviewed and considered the Project in conjunction with the General Plan, the Specific Plan/Reuse Plan, LRP, the Development Agreement and Restated Conveyance Agreement, and the Planning Framework. The District's Board of Trustees has fully considered each and every comment made by any party commenting on the Project.

5. Prior to the approval of the Project, the District's Board of Trustees certified, pursuant to CEQA, Resolution No. 16-08, the Addendum.

6. That the Board of Trustees does hereby approve the Project and authorizes the submission of the Site Plan and Design Review Application to the City, and that the appropriate District officials are hereby authorized and directed to take all such actions as are necessary to properly effectuate, consummate, and implement the Project and obtain City approval of the Project.

**PASSED AND ADOPTED** by the Board of Trustees of the South Orange County Community College District on April 25, 2016.

\_\_\_\_\_  
Timothy Jemal, President

\_\_\_\_\_  
James R. Wright, Vice President

\_\_\_\_\_  
David B. Lang, Clerk

\_\_\_\_\_  
Marcia Milchiker, Member

\_\_\_\_\_  
Barbara J. Jay, Member

\_\_\_\_\_  
T.J. Prendergast, III, Member

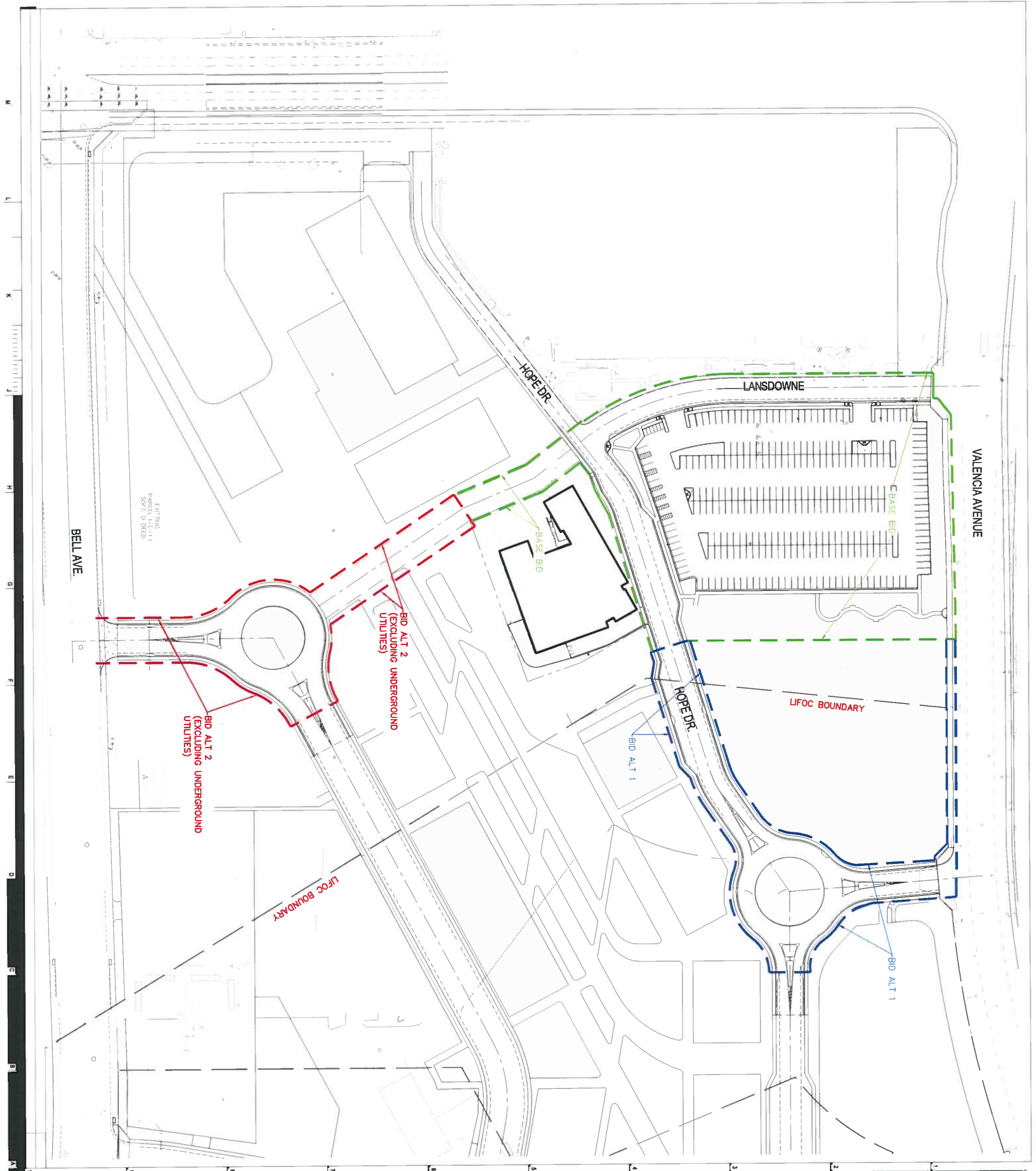
\_\_\_\_\_  
Terri Whitt, Member

\_\_\_\_\_  
Gary L. Poertner, Chancellor  
And Secretary to the Governing  
Board

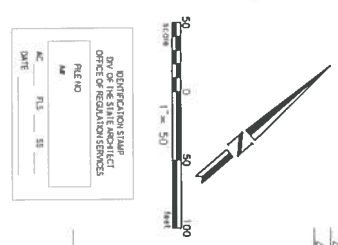


**EXHIBIT A**

**“Design Documents” for  
Certain Utilities and Infrastructure Improvements to support ATEP Development**



**DD**  
DOUGHERTY DOUGHERTY  
HITEC  
ARCHITECTS  
3194-B  
ARCHITECTS  
1714 427 0277  
1714 427 0248

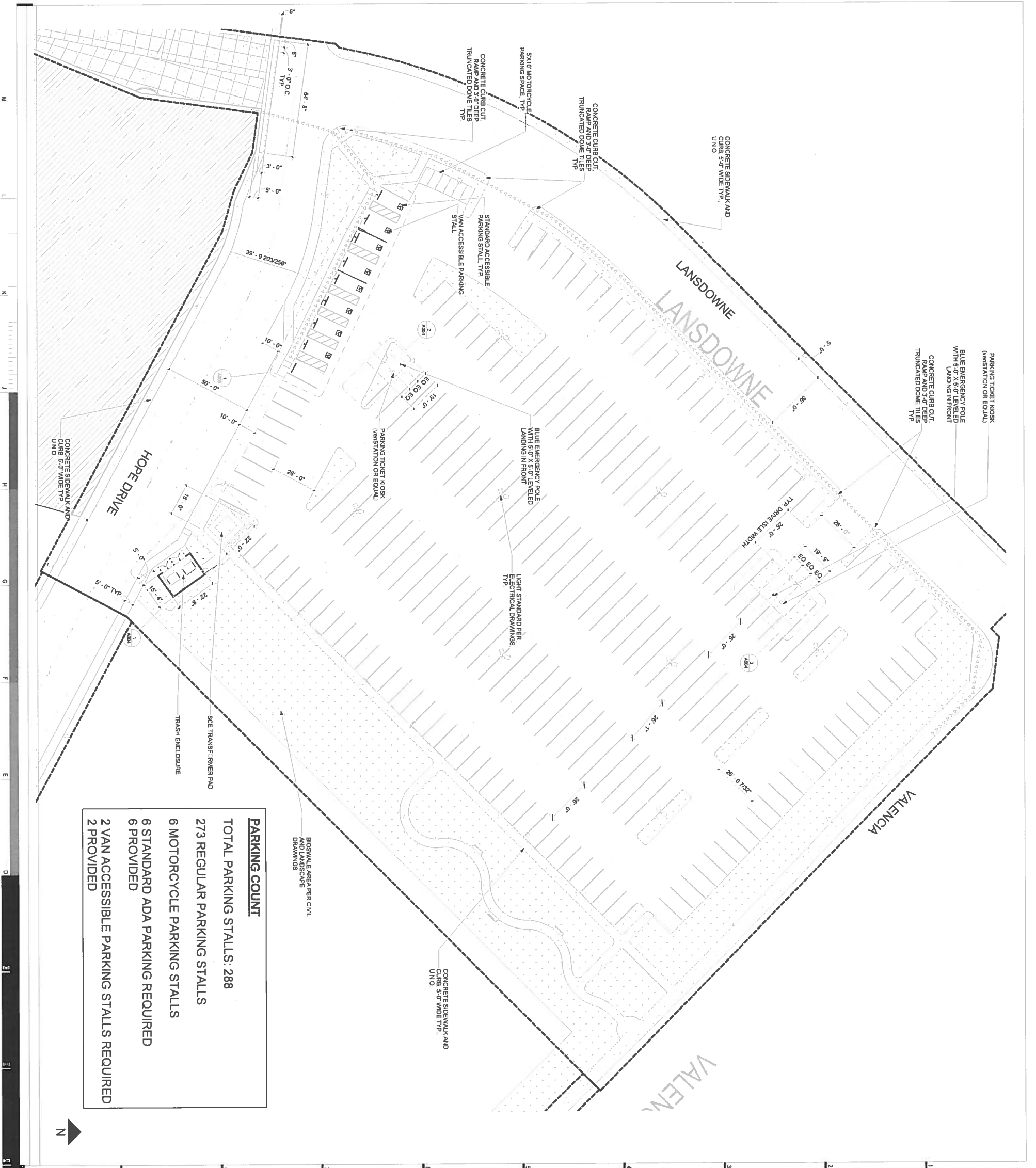


**SITE PLAN AND BID ALTERNATE LIMITS**

JOB	21562.00
SCALE	AS NOTED
PL	SP
DATE	02/02/16

**IVC-ATEP INFRASTRUCTURE**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD TUSTIN CA. 92782





**PARKING COUNT**

TOTAL PARKING STALLS: 288

273 REGULAR PARKING STALLS

6 MOTORCYCLE PARKING STALLS

6 STANDARD ADA PARKING REQUIRED

6 PROVIDED

2 VAN ACCESSIBLE PARKING STALLS REQUIRED

2 PROVIDED

**SITE LEGEND**

- BUILDING AREA
- SITE CONCRETE
- AC PAVING
- LANDSCAPING
- BID ALTERNATE BOUNDARY
- ACCESSIBLE PATH OF TRAVEL
- ACCESSIBLE ENTRANCE

**SITE NOTES**

1. ITEMS ARE NEW UNLESS INDICATED
2. FOR TYPICAL SYMBOLS AND ABBREVIATIONS SEE SHEET G002

ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY OBSTACLES. SURFACE SHALL BE LEVEL WITH 1/4" MAX SLOPE OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX. AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE AND FIRM. SLOPE DOES NOT EXCEED 2% AND SLOPE IN DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO OBJECTS GREATER THAN 4" MINIMUM, AND PROTRUDING OBJECTS GREATER THAN 8" AND LESS THAN 8"

ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL.

**IVC-ATEP INFRASTRUCTURE**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANSDOWNE ROAD TUSTIN CA. 92782

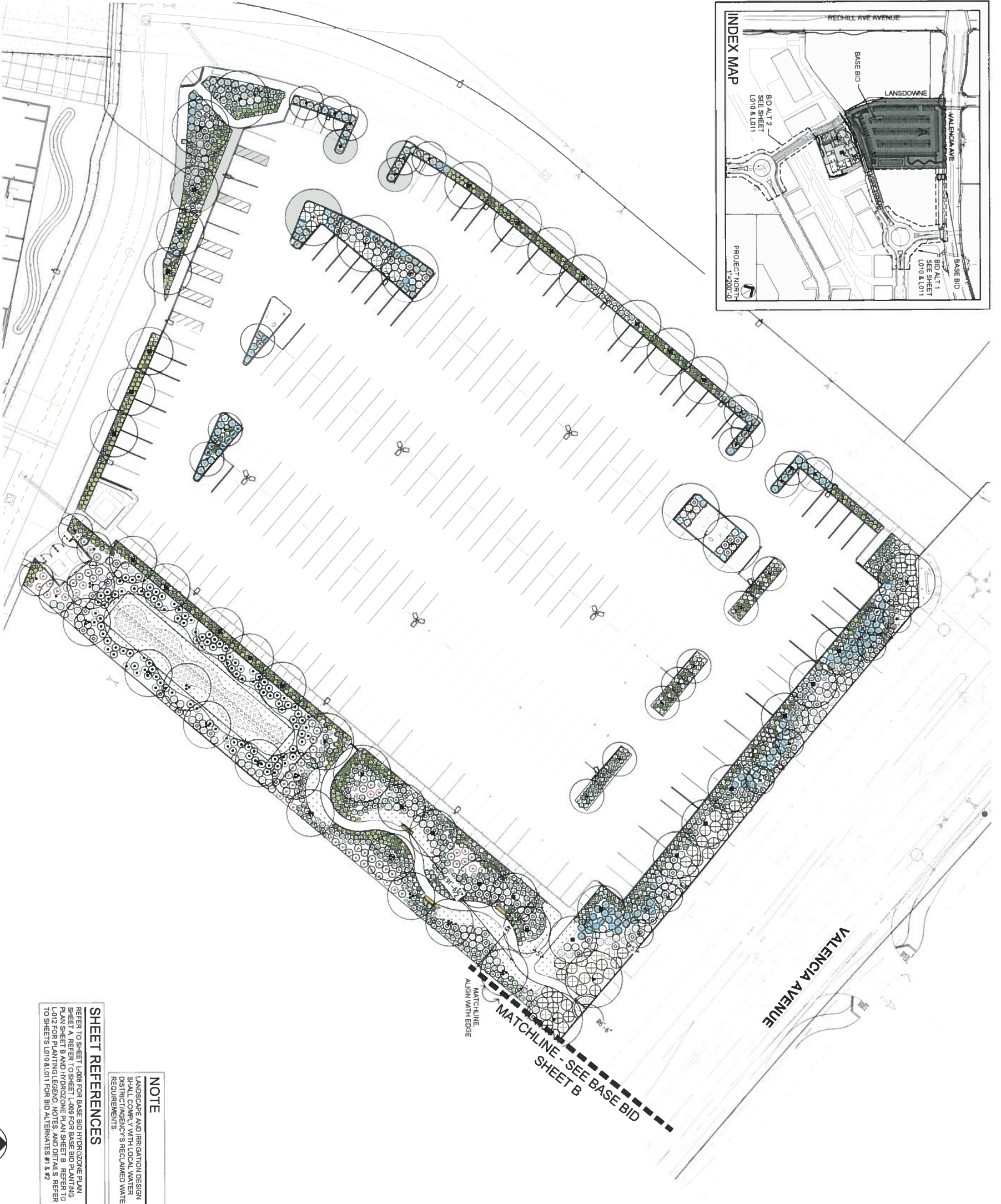
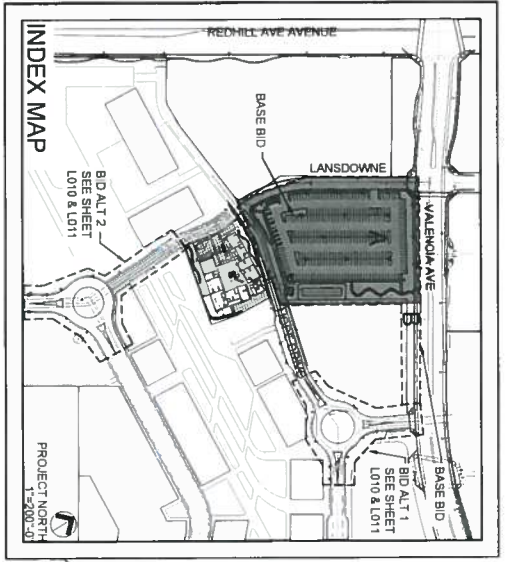
**PARKING PLAN**

**DD**  
DOUGHERTY DOUGHERTY  
ARCHITECTS  
3194 D  
15445 LANSDOWNE ROAD  
TUSTIN, CALIFORNIA 92782  
TEL: 714.471.8777 FAX: 714.471.8288

**A002**



JOB	21886.00
SCALE	AS NOTED
DATE	12/15/2015
PA	SP



**NOTE**  
LANDSCAPE AND IRRIGATION DESIGN SHALL COMPLY WITH LOCAL WATER DISTRICT/AGENCY'S RECLAIMED WATER REQUIREMENTS.

**SHEET REFERENCES**  
REFER TO SHEET L009 FOR BASE BID HYDROZONE PLAN. SHEET A REFERS TO SHEET L009 FOR BASE BID PLANTING PLAN. SHEET B AND HYDROZONE PLAN SHEET B REFERS TO LOT 7 FOR PLANTING LEGEND, NOTES, AND DETAILS. REFER TO SHEETS L010 & L011 FOR BID ALTERNATES #1 & #2.

SCALE: 1"=20'-0"  
A

DATE	BY	CHK	APP
02/10/2016	PA		

JOB	21666.00
SCALE	AS NOTED
PI	
DATE	02/10/2016
	75% SUBMITTAL

**BASE BID  
PLANTING PLAN  
SHEET A**

**IVC-ATEP INFRASTRUCTURE**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD, TUSTIN, CA 92782

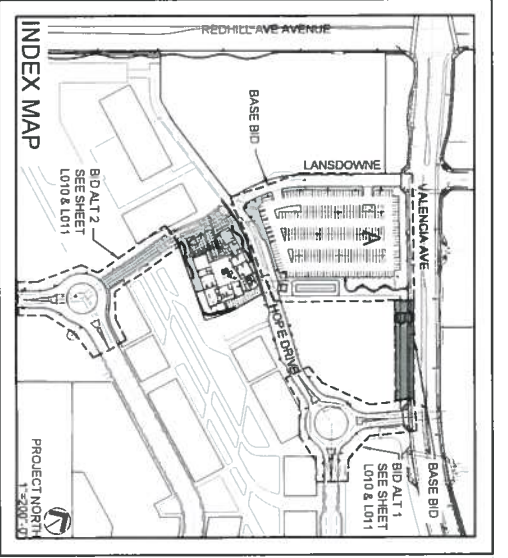
I HAVE COMPLETED WITH ORDINANCE AND AM BEING THUS FOR THE PRESENT LANDSCAPE DESIGN PLAN.

**NOVIS**  
LANDSCAPE ARCHITECTURE  
318 ALVIN AVENUE, SUITE 12  
COSTA MESA, CALIFORNIA  
U.S.A. 92626-4444  
TEL: 714.754.7244  
FAX: 714.754.7211  
NURS JOB #1524301



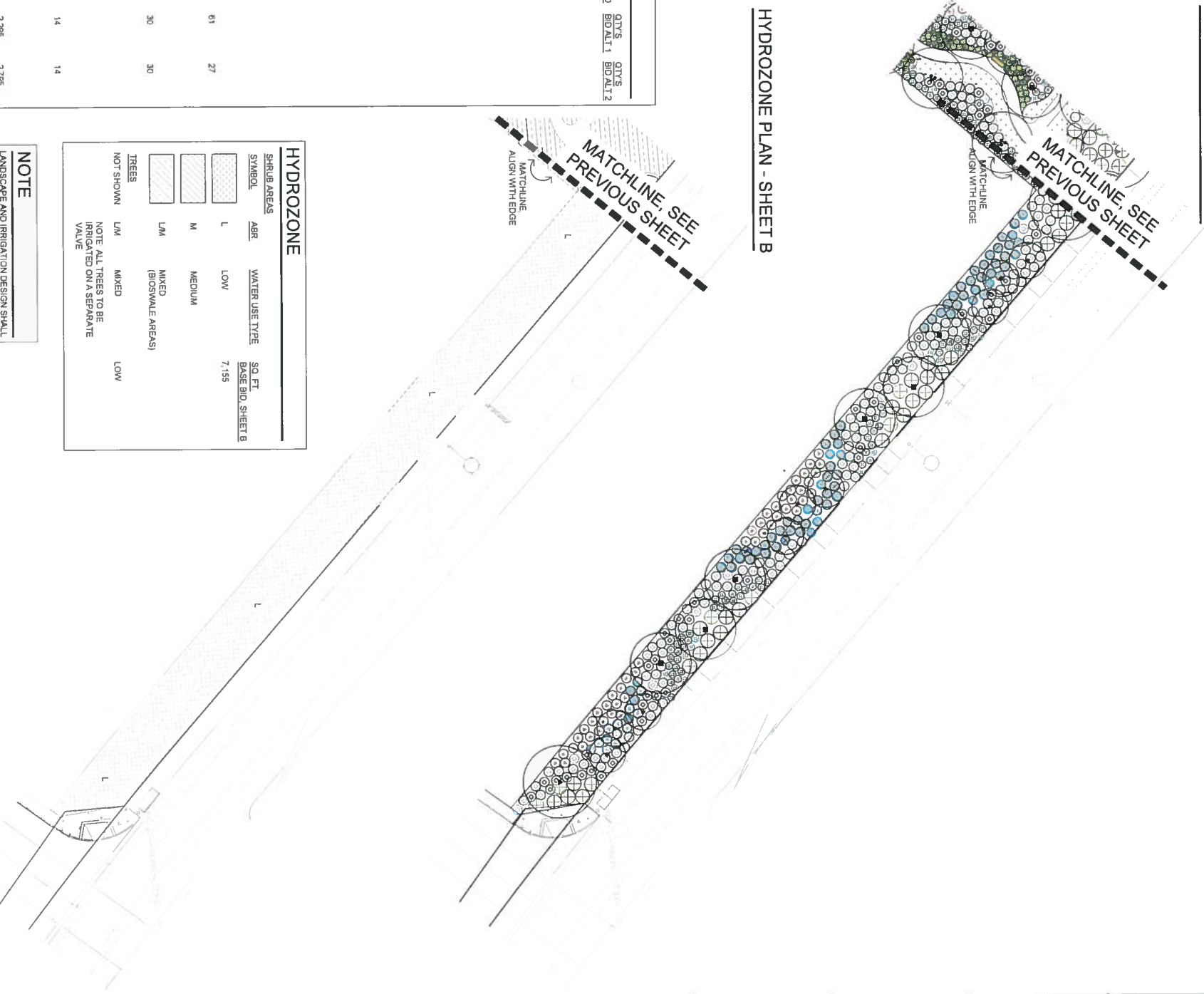
**DOUGHERTY | DOUGHERTY**  
**ARCHITECT**  
3184 S. D  
ALBANY, CALIFORNIA  
94506  
TEL: 714.471.6277 FAX: 714.471.6289

**L007**



PLANTING PLAN - SHEET B

HYDROZONE PLAN - SHEET B



PLANTING LEGEND

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	WATCO'S REGION 3	QTY'S BASE BID	QTY'S BID/ALT 1	QTY'S BID/ALT 2
•	ARB MAR	ARBUTUS MARINA	MARINA STRAWBERRY TREE	24" BOX	M	27		
•	CFR OCC	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	L	18		
•	PLA PAC	PLATANUS RACEMOSA • USED IN BIOSWALE AREA	CALIFORNIA SYCAMORE	24" BOX	M	12		
•	QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	48" BOX	VL	8		
•	QUE ILE	QUERCUS ILEX	HOLLY OAK	24" BOX	L	37		
•	SCH MOL	SCHINUS MOLLE	CALIFORNIA PEPPER	24" BOX	VL	5		

**SHRUBS (NON BIOSWALE)**

⊕	ARC PAC	ARCTOSTAPHYLOS PACIFIC MIST	MANZANITA	5 GAL	L	96	61	27
•	CHO TEC	CHONROPEPALUM TECTORUM	CAPE RUSH	5 GAL	L	1082		
•	CEA GLO	CEANOTHUS GLORIOSUS ANCHOR BAY	CEANOTHUS	1 GAL	L	304	30	30
•	ELY CAN	ELYMUS CONDENSATUS CANYON PRINCE	WILD RYE	5 GAL	L	521		
•	MUH RIG	MULLEBERGIA RIGENS	DEER GRASS	5 GAL	L	113		
•	SAL CLE	SALVIA CLEVELANDII	CALIFORNIA BLUE SAGE	5 GAL	VL	388	14	14

**SHRUBS (BIOSWALE)**

•	CAR PRA	CAREX PRAEGRACUUS	CALIFORNIA FIELD SEDGE	1 GAL	M	1287	2295	2795
•	JUN PAT	JUNCUS PATENS	CALIFORNIA GREY RUSH	1 GAL	L	116		
•	SES AUT	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	1 GAL	M	3028	2486	2884

**NOTES:**  
ALL SHRUB AND GRASS COVERS AREAS SHALL RECEIVE A MINIMUM 3" LAYER OF COVER MULCH COVER MULCH AVAILABLE FROM EASTMANS SOIL AMENDMENTS, INC., RIVERSIDE, CA (951) 558-3341

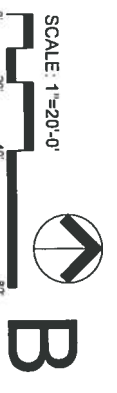
**HYDROZONE**

SYMBOL	ABR	WATER USE TYPE	SQ. FT. BASE BID, SHEET B
□	L	LOW	7,155
□	M	MEDIUM	
□	L/M	MIXED (BIOSWALE AREAS)	
□	L/M	MIXED	
□	NOT SHOWN	LOW	

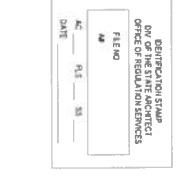
**TREES**  
NOTE: ALL TREES TO BE IRRIGATED ON A SEPARATE VALVE

**NOTE**  
LANDSCAPE AND IRRIGATION DESIGN SHALL COMPLY WITH LOCAL WATER DISTRICT/AGENCY'S RECLAIMED WATER REQUIREMENTS.

**SHEET REFERENCES**  
REFER TO SHEET L-008 FOR BASE BID HYDROZONE PLAN SHEET A. REFER TO SHEET L-009 FOR BASE BID PLANTING PLAN SHEET B AND HYDROZONE PLAN SHEET B. REFER TO L010 FOR PLANTING LEGEND, NOTES AND DETAILS. REFER TO SHEET L011 FOR BID ALTERNATES #1 & #2.



**DOUGHERTY | DOUGHERTY**  
ARCHITECTS  
3194-D  
15445 LANDSDOWNE ROAD, SUITE 100  
TUSTIN, CA 92780  
TEL: 714.271.7211  
WWW.DDOUGHERTY.COM



**BASE BID  
PLANTING AND  
HYDROZONE PLAN  
SHEET B**

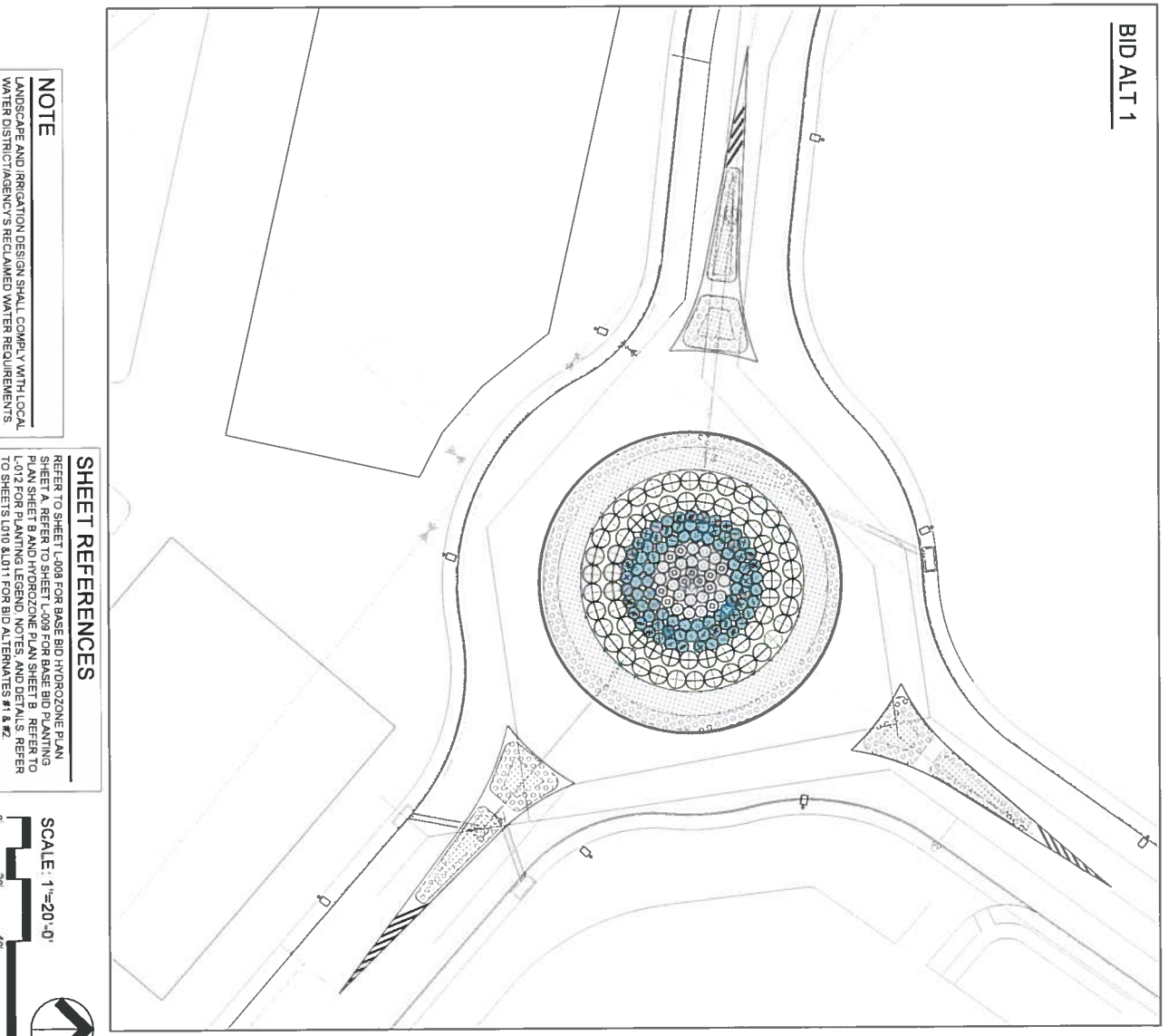
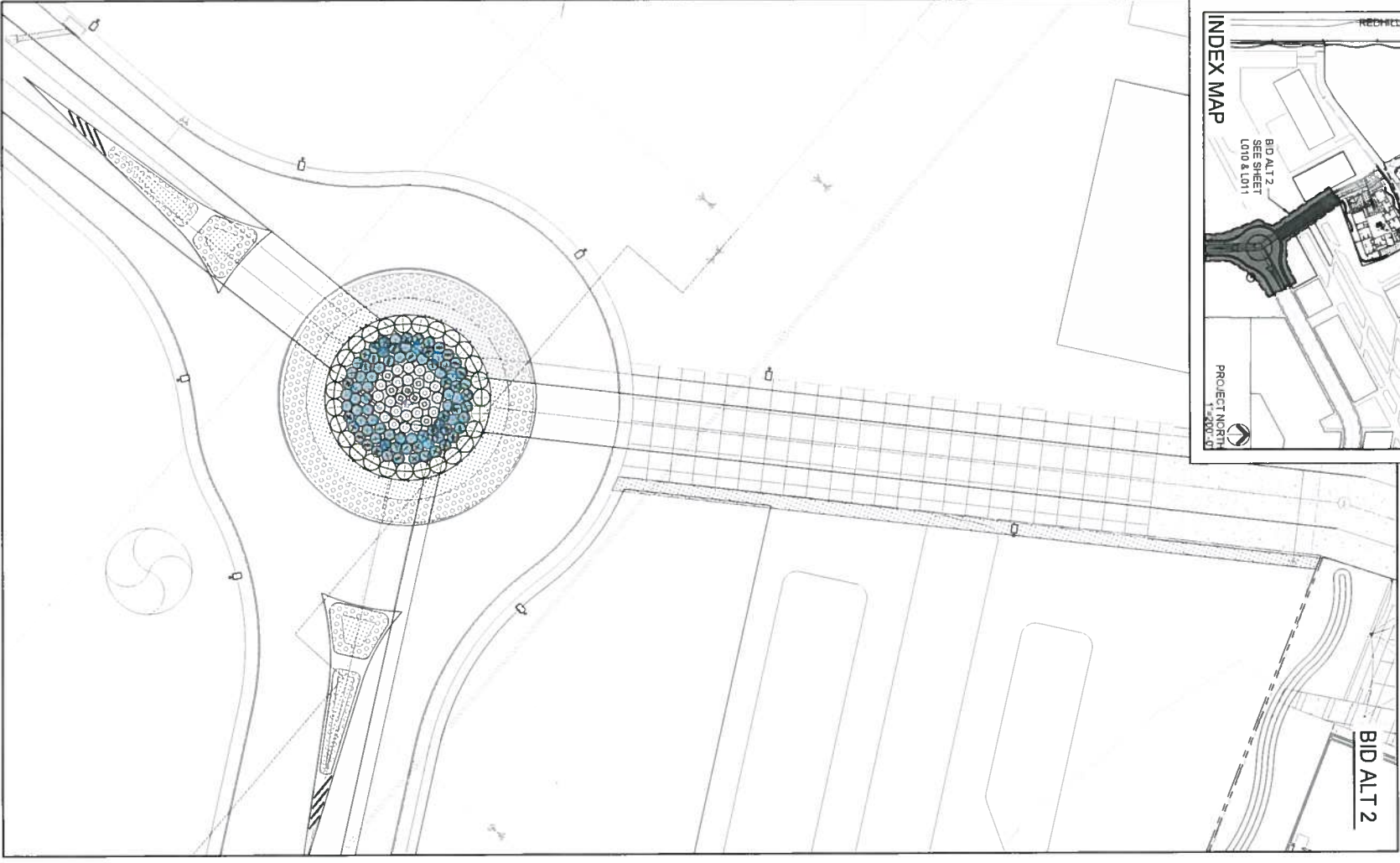
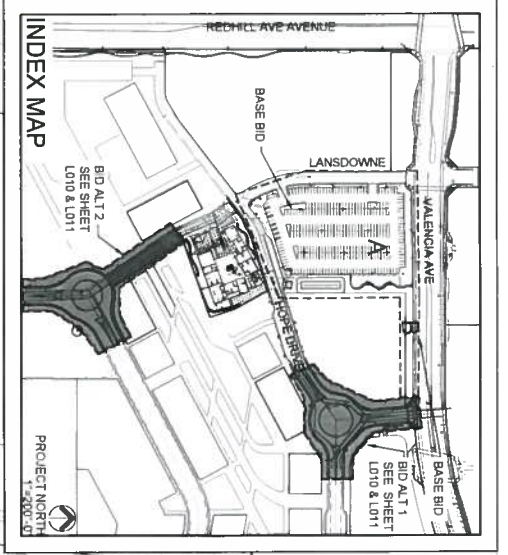
**IVC-ATEP INFRASTRUCTURE**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD, TUSTIN, CA 92782

JOB	21550 09
SCALE	AS NOTED
DATE	02.18.2016
DATE	15% SUBMITTAL

HAVE CONSULTED WITH THE OFFICIALS OF THE DISTRICT AND THE OFFICIALS OF THE DISTRICT TO VERIFY THE USE OF MATERIALS IN THE LANDSCAPE DESIGN IS OK.

**NOVUS**  
LANDSCAPE ARCHITECTURE  
3194 AVENUE, SUITE 100  
COSTA MESA, CALIFORNIA  
92626  
TEL: 714.754.7211  
WWW.NOVUSLANDSCAPE.COM





SHRUBS (NON BIOSWALE)		MAIZANTIA	
ARC PAC	ARCTOSTAPHYLOS PACIFIC MIST	5 GAL	96
CHO TEC	CHONDROPETALUM TECTORUM	5 GAL	1092
CEA GLO	CEANOTHUS GLORIOSUS ANCHOR BAY	1 GAL	304
EIV CAN	EIVYANUS CONDENSATUS CANYON PRINCE	5 GAL	521
MUH RIG	MUEHLENBERGIA RIGENS	5 GAL	113
SAL CLE	SALVIA CLEVELANDII	5 GAL	368
			14
			14

SHRUBS (BIOSWALE)		CALIFORNIA FIELD SEDGE		CALIFORNIA GREY RUSH		AUTUMN MOOR GRASS	
CAR PRA	CAREX PRAEGRACILIS	1 GAL	1257	2 GAL	2295	1 GAL	2495
JUN PAT	JUNCUS PATENS	1 GAL	116	2 GAL	116	2 GAL	2495
SES AUT	SESUVIA AUTUMNALIS	1 GAL	3038	2 GAL	2495	2 GAL	2495

NOTES: ALL SHRUB AND GROUNDCOVERS AREAS SHALL RECEIVE A MINIMUM 3" LAYER OF COVER MULCH. COVER MULCH AVAILABLE FROM EARTHWORKS SOIL AMENDMENTS, INC. RIVERSIDE, CA (951) 539-5321

**NOTE**  
LANDSCAPE AND IRRIGATION DESIGN SHALL COMPLY WITH LOCAL WATER DISTRICT/AGENCY'S RECLAIMED WATER REQUIREMENTS

**SHEET REFERENCES**  
REFER TO SHEET L-009 FOR BASE BID HYDROZONE PLAN SHEET A REFER TO SHEET L-009 FOR BASE BID PLANTING PLAN SHEET B AND C REFER TO SHEETS L-010 & L-011 FOR BID ALTERNATIVES #1 & #2



DOUGHERTY DOUGHERTY  
ARCHITECT  
3194 B  
SANTA ANA, CA 92701  
TEL: 714 427 0277 FAX: 714 427 0238

**BID ALT 1 & BID ALT 2 PLANTING PLAN**

**IVC-ATEP INFRASTRUCTURE**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD, TUSTIN, CA 92782

JOB	21584 00
SCALE	AS NOTED
DATE	02.16.2016
DATE	75% SUBMITTAL

HAVE COULD, ED WITH THE CRITERIA OF THE BID PREPARED FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN

**NUVIS LANDSCAPE ARCHITECTURE**  
3111 JIMMY ATRHE WIRE J2  
COSTA MESA, CALIFORNIA  
92626  
TEL: 714.734.7244  
FAX: 714.734.7211  
NIMS JOB # 1524201



**L010**

**PLANTING PLAN NOTES**

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL PLANT MATERIAL AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, STRUCTURAL IMPROVEMENTS AND HARDSCAPE SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS. ALL WORK ON THE IRRIGATION SYSTEM, INCLUDING HYDROSTATIC COVERAGE, AND OPERATIONAL TESTS AND THE BACKFILLING AND COMPACTION OF TRENCHES SHALL BE PERFORMED PRIOR TO PLANTING OPERATIONS.

PLANT LIST ON THE DRAWINGS SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL TAKEOFF AND VERIFY SIZES AND QUANTITIES BY PLAN CHECK. SAMPLES OF FERTILIZERS, ORGANIC AMENDMENT, SOIL CONDITIONS, AND SEED SHALL BE SUBMITTED PRIOR TO INCORPORATION. CONTRACTOR SHALL FURNISH TO THE CITY/OWNER'S AUTHORIZED REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.

LOCATIONS OF PLANT MATERIAL SHALL BE REVIEWED ON SITE BY THE CITY/OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.

AMENDMENTS, AS INDICATED IN THE SOILS REPORT SHOWN ON THE DRAWINGS, ARE BASED ON AGRICULTURAL SUITABILITY SOILS TESTS PERFORMED PRIOR TO GRADING AND WERE PRESENTED FOR BIDDING PURPOSES. IF NO SOILS REPORT EXISTS, CONTRACTOR SHALL PROPOSE AMENDMENTS AS SHOWN IN THE SPECIFICATIONS. CLIENT OR CONTRACTOR SHALL OBTAIN AGRICULTURAL SOILS TESTING AND RECOMMENDATIONS AFTER GRADING OPERATIONS AND PRIOR TO PLANT INSTALLATION.

TREES SHALL BE PLANTED NO CLOSER THAN TEN FEET (10') FROM UTILITIES.

TREES PLANTED WITHIN FIVE FEET (5') OF HARDSCAPE OR STRUCTURES SHALL BE INSTALLED WITH A ROOT BARRIER AS APPROVED BY THE CITY/OWNER'S AUTHORIZED REPRESENTATIVE.

IF DURING PLANTING OPERATIONS THERE SEEMS TO BE MINIMAL OR NO PERCOLATION IN PLANTING PITS, CONTRACTOR SHALL CEASE PLANTING OPERATIONS AND IMMEDIATELY NOTIFY THE CITY/OWNER'S AUTHORIZED REPRESENTATIVE TO DISCUSS ALTERNATIVE TO MAINTAINING POSITIVE ROOTBALL DRAINAGE MEASURES.

COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER 1,000 SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES (6") INTO THE SOIL. SOILS WITH A GREATER THAN 5% ORGANIC MATTER IN THE TOP 8 INCHES (8") OF SOIL SHALL BE EXEMPT FROM ADDING COMPOST AND TILLING.

A MINIMUM THREE INCH (3") LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT IN TURF, CREEPING OR ROOTING GROUNDCOVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRAINDICATED.

ORGANIC MULCH MATERIALS MADE FROM RECYCLED OR POST-CONSUMER SHALL TAKE PRECEDENCE OVER INORGANIC MATERIALS OR VIRGIN FOREST PRODUCTS.

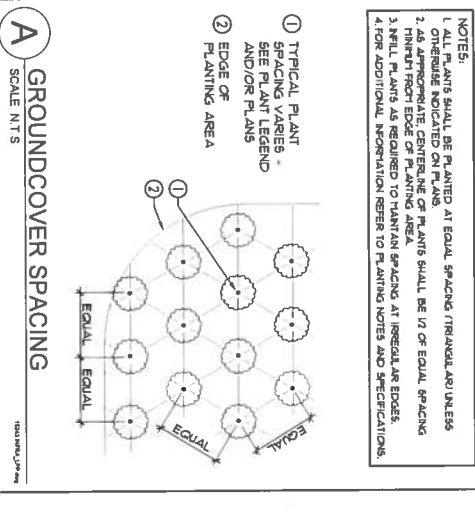
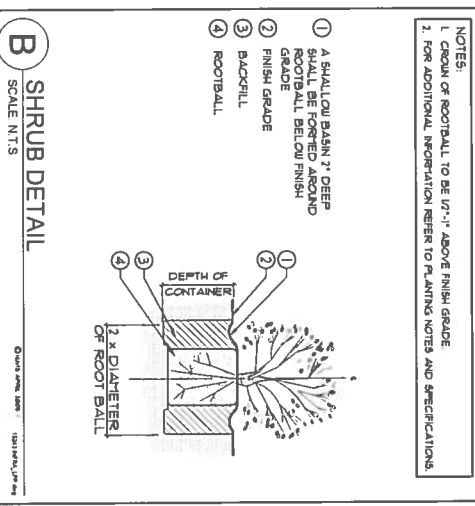
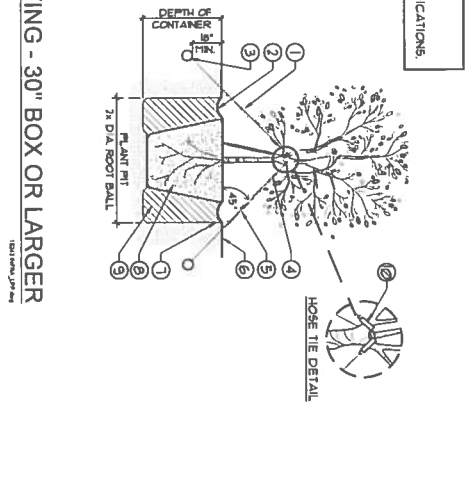
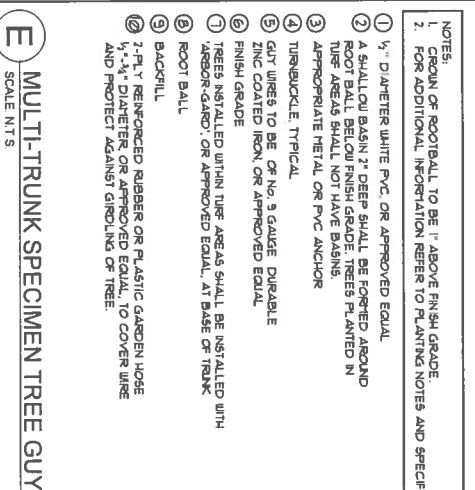
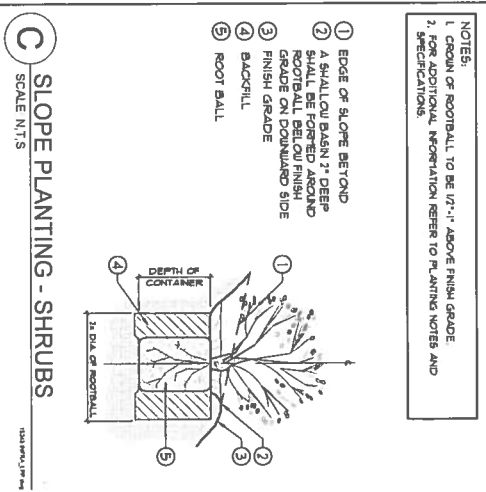
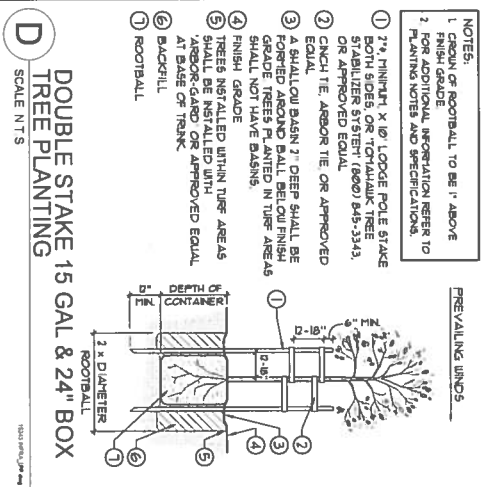
**NOTE**

REFER TO PLANS PREPARED BY CIVIL ENGINEER FOR TYPICAL BIOFILTRATION SWALE DETAIL AND LOCATIONS.

**PLANTING LEGEND**

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	WALCO'S REGION 3	QTY'S BASE BID	QTY'S BID ALT 1	QTY'S BID ALT 2
<b>PROPOSED TREES</b>								
●	ARB MAR	ARBUBUS MARINA	MARINA STRAWBERRY TREE	24" BOX	M	27		
●	CER OCC	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	L	18		
●	PLA PAC	PLATANUS RACEMOSA *USED IN BIOSWALE AREA	CALIFORNIA STICKMARE	24" BOX	M	12		
▲	QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	48" BOX	VL	8		
▲	QUE LIE	QUERCUS LIEX	HOLLY OAK	24" BOX	L	37		
+	SCH MOL	SCHINUS MOLLE	CALIFORNIA PEPPER	24" BOX	VL	5		
<b>SHRUBS (NON BIOSWALE)</b>								
⊕	ARC PAC	ARCTOSTAPHYLOS PACIFIC MIST	MANZANITA	5 GAL	L	96	61	27
●	CHO TEC	CHONDROPETALUM TECTORIUM	CAPE RUSH	5 GAL	L	1082		
●	CEA GLO	CEANOTHUS GLORIOSUS 'ANCHOR BAY'	CEANOTHUS	1 GAL	L	304	30	30
●	ELY CAN	ELYMUS CONDENSATUS 'CANYON PRINCE'	WILD RYE	5 GAL	L	521		
●	MUH RIG	MULLENBERGIA RIGENS	DEER GRASS	5 GAL	L	113		
●	SAL CLE	SALVIA CLEVELANDII	CALIFORNIA BLUE SAGE	5 GAL	VL	388	14	14
<b>SHRUBS (BIOSWALE)</b>								
●	CAR PRA	CAREX PRAEGRACILIS	CALIFORNIA FIELD SEDGE	1 GAL	M	1,257	2,295	2,795
●	JUN PAT	JUNCUS PATENS	CALIFORNIA GREY RUSH	1 GAL	L	118	80 FT	50 FT
●	SES AUT	SESISERIA AUTUMNALIS	AUTUMN MOOR GRASS	1 GAL	M	3,028	2,456	2,854

NOTES:  
1. ALL SHRUB AND GROUNDCOVERS AREAS SHALL RECEIVE A MINIMUM 3" LAYER OF COVER MULCH COVER MULCH AVAILABLE FROM EARTHWORKS SOIL AMENDMENTS, INC., RIVERSIDE, CA (951) 538-3221

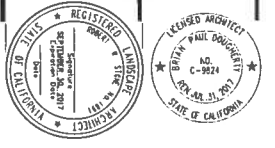


NOB	2158/06
SCALE	AS NOTED
PL	
DATE	02-18-2016
	75% SUBMITTAL

**IVC-ATEP INFRASTRUCTURE**  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
15445 LANDSDOWNE ROAD, TUSTIN, CA 92782

I HAVE COMPLETED WITH ORGANIC AND ANIMAL FRIENDLY MULCH FOR THE PRESENT UNDERSCAPE DESIGN PLAN.

**NOVIS**  
LANDSCAPE ARCHITECTURE  
3114 AVIARY AVENUE, SUITE 12  
COLIA MEIS, CALIFORNIA  
U.S.A. 92686-4440  
TEL: 714.754.7344  
FAX: 714.754.7311  
NUNS JOB #1524201



**PLANTING LEGEND, NOTES, & DETAILS**

REGISTRATION NUMBER: 11144  
OFFICE OF REGULATION SERVICES  
DATE: 02-18-2016

**L012**



**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase II, Energy Service Contract Public Hearing

**ACTION:** Approval

---

**BACKGROUND**

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements. Districts may enter into energy service contracts which the governing board determines is in the best interest of the district, provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

The Notice of Public Hearing has been posted to the district's website, is publically displayed at Saddleback College, Irvine Valley College and ATEP.

District staff has identified a project to replace existing exterior lighting fixtures with new energy efficient LED fixtures and install new wireless controls at Saddleback College.

The Board of Trustees will hold a public hearing at its regularly scheduled meeting to consider the project before acting to approve it.

**RECOMMENDATION**

Open a public hearing and invite members of the public to present their comments with regard to the Energy Service Contract to replace the exterior lighting fixtures with new energy efficient LED fixtures and wireless controls at Saddleback College.



**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase II Project, Adopt Resolution No. 16-07, Authorizing Entering into an Energy Service Contract

**ACTION:** Approval

---

### **BACKGROUND**

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements without competitive bidding. Districts may enter into energy service contracts based on terms and conditions which the governing board determines is in the best interest of the district provided that such determination is made at a regularly scheduled public hearing in which public notice is given at least two weeks in advance.

District staff has identified a project to replace exterior light fixtures including the addition of new wireless controls at Saddleback College.

### **STATUS**

Staff recommends the Board authorize the entering into an Energy Service Contract for the Saddleback College Exterior Lighting and Controls Retrofit Phase II Project (EXHIBIT A).

Proposition 39, the California Clean Energy Jobs Act, funds are available for this project.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-07 (EXHIBIT A) to authorize entering into an Energy Service Contract for the Saddleback College Exterior Lighting and Controls Retrofit Phase II Project.

RESOLUTION NO. 16-07

RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AUTHORIZING ENTERING INTO AN ENERGY SERVICE CONTRACT AT SADDLEBACK COLLEGE  
EXTERIOR LIGHTING AND CONTROLS RETROFIT, PHASE II, PROJECT

APRIL 25, 2016

**WHEREAS**, California Government Code Section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation project will be less than the anticipated marginal cost to the district of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases; and

**WHEREAS**, District staff in connection with San Diego Gas and Electric and their consultants have completed an assessment of the existing exterior lighting fixtures and associated controls across the Saddleback College campus and have determined that replacement of the fixtures with LED fixtures and new wireless controls, will provide energy conservation to the district in the amount of approximately \$66,195 annually; and,

**WHEREAS**, on April 25, 2016, pursuant to Government Code Section 4217.10 *et seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the district entering into an energy service contract; and,

**WHEREAS**, based upon review by district staff, college staff and consultants, the anticipated cost to the district for the electrical utilities for the new lighting fixtures will be less than the anticipated marginal cost to the district for same utilities that would have been consumed in the absence of this energy conservation project ; and,

**WHEREAS**, the district desires to enter into an energy service contract, to install new exterior lighting fixtures and wireless controls.

**NOW, THEREFORE, BE IT RESOLVED**, that the South Orange County Community College District Board of Trustees hereby finds that:

1. The above recitals are true and correct.
2. The district held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
3. Based on all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract for the implementation of the Exterior Lighting and Controls Retrofit, Phase II, at Saddleback College.

4. The district's Vice Chancellor of Business Services and designees are authorized to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

**PASSED AND ADOPTED**, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on April 25, 2016.

\_\_\_\_\_  
Timothy Jemal, President

\_\_\_\_\_  
James R. Wright, Vice President

\_\_\_\_\_  
David B. Lang, Clerk

\_\_\_\_\_  
Marcia Milchiker, Member

\_\_\_\_\_  
Barbara J. Jay, Member

\_\_\_\_\_  
T.J. Prendergast, III, Member

\_\_\_\_\_  
Terri Whitt, Member

\_\_\_\_\_  
Gary L. Poertner, Chancellor  
And Secretary to the Governing Board

**TO:** Board of Trustees

**FROM:** Gary Poertner, Chancellor

**RE:** SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase II Project, Award of Energy Service Contract, Anderson & Howard Electric, Inc.

**ACTION:** Approval

---

### **BACKGROUND**

Government Code Sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternate energy supply source agreements without competitive bidding.

A public hearing was held and the Board has approved a resolution authorizing the use of an energy service contract for the Saddleback College Exterior Lighting and Controls Retrofit Phase II project.

Under GC 4217.12 the Board must find that the anticipated cost to the district for conservation services provided under this agreement will be less than the anticipated cost to the district of thermal, electrical, or other energy that would have been consumed by the district in the absence of these purchases. The annual yearly savings (EXHIBIT A) is approximately \$66,195.

### **STATUS**

On March 1 and March 8, 2016, SOCCCD ran a newspaper advertisement for consideration of the Saddleback College Exterior Lighting and Controls Retrofit Phase II project. On March 10, 2016, 16 bidders attended the mandatory job walk and one firm provided a proposal on March 28, 2016.

Proposition 39 funds will be forfeited if work is not completed within the schedule parameters set by the state. The sole bidder successfully executed the Exterior Lighting and Controls Retrofit, Phase I work. Staff recommends award to Anderson & Howard Electric, Inc. (EXHIBIT B) in the amount of \$790,000 as best value to the District.

Proposition 39, the California Clean Energy Jobs Act, funds are available for this project.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Energy Service Agreement (EXHIBIT C) for the Saddleback College Exterior Lighting and Controls Retrofit Phase II project with Anderson & Howard Electric, Inc., in the amount of \$790,000.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor Business Services*

**EXTERIOR LIGHTING AND CONTROLS RETROFIT  
PHASE II PROJECT  
ENERGY SERVICES**

**SADDLEBACK COLLEGE**

**April 25, 2016**

Based upon inspection form, site visit and rough savings calculation, San Diego Gas and Electric, provided the following estimate of energy conservation for retrofit of the Prop 39 exterior lighting and installation of new wireless controls at Saddleback College:

Electricity Savings: 201,221 kWh/yr

**Annual yearly utility savings:** Approximately **\$66,195** per year.

**EXTERIOR LIGHTING AND CONTROLS RETROFIT  
PHASE II PROJECT  
ENERGY SERVICES**

**SADDLEBACK COLLEGE**

**APRIL 25, 2016**

---

<b>*Anderson &amp; Howard Electric, Inc.</b>	<b>Irvine, CA</b>	<b>Hard Cost</b>	<b>\$792,903</b>
		<b>Construction Services</b>	<b>\$151,846</b>
		<b>Fee</b>	<b>In above</b>
		<b>Negotiated Deduction</b>	<b><u>-\$154,749</u></b>
		<b>Established Maximum Allowable Price met</b>	<b>\$790,000</b>

---

**\*RECOMMENDED AWARD**

**Note: Anderson & Howard was the only bidder from the Mandatory Job walks 16 potential bidders. This is a Proposition 39 funded project and the dollars are at risk to be forfeited if we do not complete this project within the established parameters. It is the recommendation of Saddleback College that the Board award this contract to Anderson & Howard Electric, Inc.**

**TABLE OF CONTENTS: ENERGY SERVICE AGREEMENT, EXTERIOR LIGHTING AND CONTROLS  
RETROFIT – PHASE II - SADDLEBACK COLLEGE**

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AGREEMENT: Exterior Lighting and Controls Retrofit – Phase II - SADDLEBACK COLLEGE .....2

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ARTICLE 2 THE WORK.....2

ARTICLE 3 CONTRACT TIME .....3

ARTICLE 4 CONTRACT SUM .....4

ARTICLE 5 INSURANCE .....5

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS .....7

**AGREEMENT: ENERGY SERVICE, EXTERIOR LIGHTING AND CONTROLS RETROFIT – PHASE II  
- SADDLEBACK COLLEGE**

This AGREEMENT, dated the 25<sup>th</sup> day of April, 2016, in the County of Orange, State of California, is by and between South Orange County Community College District (hereinafter referred to as “DISTRICT”) and Anderson and Howard Electric, Inc., 1791 Reynolds Avenue, Irvine, CA 92614 (hereinafter referred to as “CONTRACTOR”).

**ARTICLE 1 DEFINITIONS**

1.1. Capitalized terms used in the Contract Documents, including but not limited to the Request for Proposals, Designation of Subcontractors, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Smoke-Free Workplace Certification, No Gift Policy Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein, shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

**ARTICLE 2 THE WORK**

- 2.1. **Scope of Work.** CONTRACTOR shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of DISTRICT or other Project Team members retained by DISTRICT.
- 2.2. **Standard of Performance.** In addition to and without limiting CONTRACTOR’S other obligations under the Contract Documents, CONTRACTOR shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:
- a. comply with the requirements of the Contract Documents;
  - b. comply with Applicable Laws;
  - c. conform to the standard of care applicable to those who provide project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;



- d. furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- e. apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the DISTRICT and within the limitations of the Contract Sum and Contract Time.

### ARTICLE 3 CONTRACT TIME

- 3.1. **Notice to Proceed.** No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.
- 3.2. **Contract Time.**
  - a. Construction. CONTRACTOR shall achieve Completion of the entire Work not later than 119 Calendar Days after Notice to Proceed.
- 3.3. **Liquidated Damages to District.**
  - a. DISTRICT Right. The DISTRICT and the CONTRACTOR acknowledge and agree that if the CONTRACTOR fails to Complete the Work within the Contract Time, the DISTRICT will suffer substantial losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by CONTRACTOR of liquidated damages pursuant to this Section 3.4.
  - b. Daily Rate. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT as liquidated damages the amount of Two Thousand Dollars (\$2,000) per Day for each Day occurring after the expiration of the Contract Time for Completion until the CONTRACTOR achieves Completion of the entire Work.
  - c. Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Completion.
  - d. Partial Completion. Liquidated damages shall not be reduced or apportioned for Completion of portions of the Work prior to Completion of the entirety of the Work.
  - e. Remedies. DISTRICT may deduct such liquidated damages as are payable hereunder from money due or to become due to the CONTRACTOR, or pursue any other legal remedy to collect such liquidated damages from the CONTRACTOR and/or its Surety.
  - f. Not a Limitation. DISTRICT'S rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT in the event of CONTRACTOR Default other than a failure to Complete the Work within the Contract Time; or (2) DISTRICT'S right to order an acceleration, at CONTRACTOR'S Own Expense, of

performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages.

3.4. **Liquidated Damages to Contractor.**

- a. **CONTRACTOR'S Right.** DISTRICT and CONTRACTOR acknowledge and agree that if CONTRACTOR is unable due to Compensable Delay to Complete the Work within the Contract Time, the CONTRACTOR and its affected Subcontractors and Subconsultants will suffer losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by DISTRICT of liquidated damages pursuant to this Section 3.5.
- b. **Daily Rate.** The Contract Sum shall be increased by the sum of Two Thousand Dollars (\$2,000) per Day as liquidated damages for each Day for which CONTRACTOR is entitled under the Contract Documents to an adjustment extending the Contract Time for Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.
- c. **Payment by DISTRICT.** A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this Section 3.5 shall be executed prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the DISTRICT'S rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the CONTRACTOR pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to CONTRACTOR.
- d. **Exclusive Remedy.** Liquidated damages payable pursuant to this Section 3.5 constitute the CONTRACTOR'S sole and exclusive right and remedy for recovery of Losses to CONTRACTOR and its Subcontractors and Subconsultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.
- e. **Deleted Work.** In the event that Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the liquidated damages amount stated in this Section 3.5.

## ARTICLE 4 CONTRACT SUM

4.1. **Firm Fixed Price Contract.**

- a. **Price.** DISTRICT shall pay the CONTRACTOR in current funds for the CONTRACTOR'S complete performance of the Work in accordance with the Contract Documents. In no event, however, shall the Firm Fixed Price be greater than the Maximum Allowable Price (MAP) of (engineer's estimate reflects Seven Hundred and Ninety Thousand and 00/100 Dollars (\$790,000) actual value to be determined at final contract negotiation). The MAP

is the maximum amount the DISTRICT will pay and includes all costs and fixed fees set forth below for Construction Services, Fee, and Hard Costs as defined below.

1. Maximum Allowable Price (MAP). This is the advertised price that is the maximum amount contained in the DISTRICT'S budget for all Work to be provided by the CONTRACTOR, and is the amount the CONTRACTOR agrees, in collaboration with the DISTRICT, will not be exceeded when establishing the Lump Sum Price.
  2. Fixed Fees. Fixed fees include Construction Services and Fee, as defined below.
  3. Open Book Buyout of Subcontracts. This shall be accomplished collaboratively with the DISTRICT. The final Hard Costs amount will be included in the Lump Sum Price.
- b. Construction Services. The total sum payable for Construction Services shall not exceed One Hundred Thirty Three Thousand Five Hundred Fifty-Five Dollars (\$133,555.00). These sums are incorporated into the MAP as stipulated in Article 4.1.
- c. Fee. The Fee payable to the CONTRACTOR shall not exceed (XXXXX %) of the MAP, not to exceed Included in b. above Construction Services (\$0). These sums are incorporated into the MAP as stipulated in Article 4.1.
- d. Hard Costs. The total sum payable for Hard Costs shall not exceed (\$656,445.00). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1. and include 2% DISTRICT allowance.
- e. All Inclusive Lump-Sum Price. This shall be the sum total of Fixed Fees and final Hard Costs established through this proposal process and at the end of Contract negotiation. The Contract Sum set forth in Article 4 is the total lump-sum maximum amount payable by DISTRICT to CONTRACTOR for performance of the Work under the Contract Documents and is deemed to cover all losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

## ARTICLE 5 INSURANCE

- 5.1. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement and throughout the warranty period, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries  
including accidental death, to any one

person in an amount not less than	\$2,000,000
Subcontractors of every tier and Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000  \$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

- 5.2. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.
- a. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.
  - b. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.
- 5.3. **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other

Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1. **List of Contract Documents.** The Contract Documents, include, without limitation, the following:
- a. **Project Criteria.** The Project Criteria set forth in the RFP & Q Documents.
  - b. **RFP & Q Documents.** The RFP & Q Documents and Addenda, with the exception of Approved Deviations.
  - c. **Proposal.** The CONTRACTOR'S written responses to the RFP & Q, including its Proposal. The Contract Documents shall not include any portion of the Proposal that deviates from the Project's Defined Scope.
  - d. **Agreement.** This executed Agreement between DISTRICT and CONTRACTOR.
  - e. **General Conditions.** The General Conditions to the Agreement.
  - f. **Division One Requirement.** The Division One Requirements to the Agreement.
  - g. **General Requirements, Supplemental and Special Conditions.** Any General Requirements and Supplemental and Special Conditions.
  - h. **Final Construction Documents.** The Final Construction Drawings and Technical Specifications to be hereafter prepared by the CONTRACTOR and its Subconsultants that are accepted by the DISTRICT and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.
  - i. **Addenda.** All Addenda associated with the completed set of contract documents.
  - j. **Reference Documents.** All Reference Documents associated with the completed set of contract documents.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

WHEREFORE, This Agreement is entered into as of the day and year first written above.

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

“DISTRICT”  
South Orange County Community College District

By: \_\_\_\_\_  
Dr. Debra L. Fitzsimons  
Vice Chancellor of Business Services

Date: \_\_\_\_\_

“CONTRACTOR”  
Anderson & Howard Electric, Inc.

By: \_\_\_\_\_  
Greg Elliott  
President

Date: \_\_\_\_\_

\_\_\_\_\_  
258268  
Contractor's License No.

\_\_\_\_\_  
95-2497870  
Tax ID

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Resolution 16-12 Supporting Assembly Bills 1892 and 1721 (Medina) for Community College Affordability and Cal Grant Reform.

**ACTION:** Approval

---

## **BACKGROUND**

The Board of Governor's Fee Waiver program provides free tuition to more than 60% of all community college students in the state and is considered a model for the nation. However, the total cost of college includes far more than tuition and fees. Textbooks, transportation, food, and housing are all costs that burden community college students and create barriers to access and completion. Currently, California community college students receive a disproportionately low amount of grant aid compared to UC and CSU, often making it more expensive to attend a community college than a four-year college (Exhibit A). California needs 1.1 million additional graduates to meet workforce needs and grant inequities need to be addressed.

Assembly Member Jose Medina, chair of the higher education committee, has introduced two bills to reform the Cal Grants Program. **These bills would increase the access award level, increase the number of grants, raise the age limit to capture more of our population, extend the application deadline and create improved access for those in CTE programs.** Both bills are sponsored by the California Community Colleges Chancellor's Office and supported by the Community College League of California and community colleges throughout the state.

## **STATUS**

**AB 1721 (Medina)** would raise the maximum award under the Cal Grant B program from \$1,551 to \$3,000, would raise the age limit from 28 to 31, and would increase the total number of Cal Grant A & B awards from 25,750 to 30,000.

**AB 1892 (Medina)** would establish an additional Competitive Cal Grant C award not to exceed \$2,462 for community college students to cover access costs, training-related costs, and tuition and fees including community college students enrolled in a for-credit certificate or credentialed instructional program that is less than one academic year in length.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-12 as shown in Exhibit B to support Cal Grant Reform bills AB 1721 and 1892.

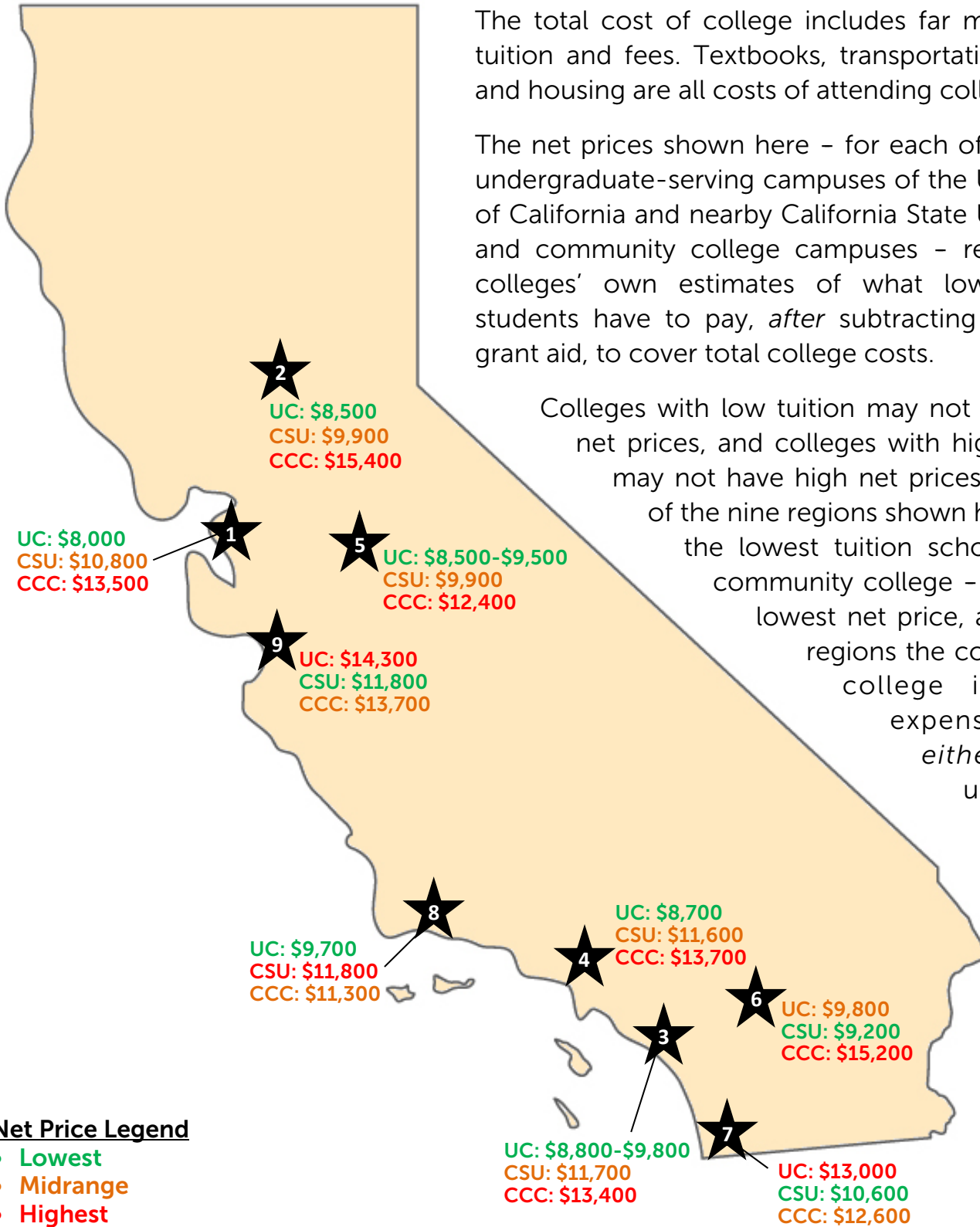
Item Submitted By: *Gary L. Poertner, Chancellor*

# What Does College Really Cost for Low-Income Students across California?

The total cost of college includes far more than tuition and fees. Textbooks, transportation, food, and housing are all costs of attending college.

The net prices shown here – for each of the nine undergraduate-serving campuses of the University of California and nearby California State University and community college campuses – reflect the colleges’ own estimates of what low-income students have to pay, *after* subtracting available grant aid, to cover total college costs.

Colleges with low tuition may not have low net prices, and colleges with high tuition may not have high net prices. In none of the nine regions shown here does the lowest tuition school – the community college – have the lowest net price, and in six regions the community college is more expensive than either public university option.





**Notes:**

Figures are from each school's Net Price Calculator (NPC) for a dependent student from a family of four (with one child in college) with an income of \$18,000 (or under \$30,000 at the community colleges), living independently off-campus. Among dependent students attending California public colleges with family incomes between \$0 and \$30,000, \$18,000 is the median family income (from the U.S. Department of Education, National Postsecondary Student Aid Study, 2008). NPCs were accessed in January 2016; figures are rounded to the nearest \$100.

Each of the nine undergraduate-serving University of California (UC) campuses is paired with a local California State University (CSU) and the nearest California Community College (CCC) campus. The colleges in the nine regions numbered on the map are as follows:

- 1: UC Berkeley, CSU - East Bay, Berkeley City College
- 2: UC Davis, CSU - Sacramento, Woodland College
- 3: UC Irvine, CSU - Fullerton, Irvine Valley College
- 4: UC Los Angeles, CSU - Los Angeles, Santa Monica College
- 5: UC Merced, CSU - Stanislaus, Merced College
- 6: UC Riverside, CSU - San Bernardino, Riverside City College
- 7: UC San Diego, CSU - San Diego, San Diego Miramar College
- 8: UC Santa Barbara, CSU - Channel Islands, Santa Barbara City College
- 9: UC Santa Cruz, CSU - Monterey Bay, Cabrillo College

**South Orange County Community College District Board of Trustees  
in Support of AB 1721 (MEDINA) AND AB 1892 (MEDINA)  
CAL GRANTS AND COLLEGE AFFORDABILITY  
Resolution 16-12**

**WHEREAS**, California is projected to face a significant gap in both skilled workers and college graduates; and

**WHEREAS**, California community colleges are the gateway to middle class in the state through its robust transfer and Career Technical Education programs; and

**WHEREAS**, students at California community colleges are more likely to be the first in their family to attend college, in need of retraining, come from an immigrant background, or be financially disadvantaged; and

**WHEREAS**, major factors in a student's enrollment and ultimate success in college is affordability, including fees and tuition, textbooks and transportation, housing and food, and other access costs; and

**WHEREAS**, California has made an important investment in need-based financial aid for California college students through the California Community College Board of Governors (BOG) Fee Waiver Program, the largest free community college plan in the nation; and

**WHEREAS**, the total cost of attendance, even with financial aid available for students (federal, state and institutional), attending a California Community College is more expensive than a University of California or California State University; and

**WHEREAS**, the lack of state financial aid support has forced community college students to work more, take fewer classes, reducing the chances of achieving academic success; and

**WHEREAS**, increasing the number of college graduates and skilled workers is a priority for Governor Brown and the Legislature; and

**WHEREAS**, AB 1721 (Medina) will help reform the Cal Grant B program to better serve California community college students by increasing the access award level and number of competitive Cal Grants available, and expand access to the transfer entitlement program by raising the age limit and extending the application deadline; and

**WHEREAS**, AB 1892 (Medina) will help reform the Cal Grant C program to better serve California community college students in Career Technical Education programs by creating an entitlement program for financially disadvantaged students and increase the access award level;

**NOW, THEREFORE, BE IT RESOLVED**, that the South Orange County Community College District does hereby support AB 1721 (Medina) and AB 1892 (Medina), both of which will reform the Cal Grant system to address completion barriers by helping California community college students take more classes and be academically successful;

**BE IT FURTHER RESOLVED**, that members of the California State Senate and the California State Assembly should address college affordability by passing AB 1721 and AB 1892 by Assembly Member Jose Medina.

Ayes:  
Noes:  
Abstain:  
Absent:

Approved: \_\_\_\_\_  
Tim Jemal, Board President

Date: \_\_\_\_\_

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Saddleback College, Sciences Building Project, Change Order No.4, C.W. Driver

**ACTION:** Approval

---

### **BACKGROUND**

On October 28, 2013, the Board of Trustees approved a \$53,844,044 Guaranteed Maximum Price construction contract with C.W. Driver for the Saddleback College Sciences Building project. On April 27, 2015, the Board approved Change Order No. 1 reducing the contract by \$218,772, and on July 20, 2015, Change Order No. 2 increasing the contract by \$1,254,849. On March 28, 2016, the Board of Trustees approved Change Order No. 3 increasing the contract by \$665,512 for a revised contract amount of \$55,545,633.

### **STATUS**

Contract modifications are contained in Change Order No. 4 (EXHIBIT A). Approval of Board Change Order No. 4 will increase the contract amount by \$126,063, with a revised contract amount of \$55,671,696 and will extend project duration by 59 calendar days, resulting in project completion date of May 31, 2016.

Funds are available in the Saddleback College Sciences Building project budget with an approved basic aid project budget of \$67,358,346.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 4 (EXHIBIT A), for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with the contractor, resulting in an increase of \$126,063 in the total project cost and extend the project duration by 59 calendar days. The revised contract amount is \$55,671,696, and the project completion date is extended through May 31, 2016.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
 Sciences Building Project at Saddleback College  
 Board Change Order No. 4  
 April 25, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO NO. 4 COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (Cal. days)
2012	General Contractor	C.W. Driver		\$55,545,633	\$1,701,589	\$126,063	\$55,671,696	121
		2 Technology Drive, Suite 100 Irvine, CA 92618	<b>TOTAL</b>	<b>55,545,633</b>			<b>55,671,696</b>	

COR No.	Date	Description	Requested by	Status	Amount	Added Cal. Days
127-R1	1/13/16	Deletion of data outlets at the outdoor telescope pedestals pursuant to ASI #17.	College	Reviewed	(\$9,028)	0
238-R1	3/10/16	Apply epoxy coating at lightweight structural concrete roof slabs to address moisture content issue.	District	Reviewed	\$97,520	0
305	12/11/15	Repair of the existing leaking Hydronic Waterlines at the Northwest corner of Parking Lot #05.	College	Reviewed	\$13,140	0
339	1/18/16	Backfill existing shallow hydronic waterlines with 3-Sack Slurry Mix at the Northwest corner of Parking Lot #5 pursuant to Geotechnical Engineer Instructions.	Unforeseen	Reviewed	\$9,787	0
346	3/30/16	Installation and commissioning of sixteen (16) Security Cameras pursuant to ASI #43-R1.	College	Reviewed	\$14,644	0
426	3/29/16	Construction of Observatory Storage Unit to store Telescopes pursuant to DSA Approved CCD #084.	E & O	Reviewed	\$0	59
		<b>TOTAL</b>			<b>\$126,063</b>	<b>59</b>

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Board Policy Revision: BP- 2120 Institutional Planning, BP-3450 Traffic and Parking Regulations, BP-5618 Credit by Examination – Specific Course Credit, BP-5610.1 Student Fees

**ACTION:** Accept for Review and Study

---

### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Four board policies are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on April 14, 2016 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as shown in EXHIBIT A through D.

# BOARD POLICY

2120

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

## INSTITUTIONAL PLANNING

The Chancellor, along with the colleges, shall ensure that a broad based, comprehensive, systematic, and integrated system of planning takes place on a district-wide basis and at the colleges and district services. The integrated planning system shall be supported by institutional effectiveness research and involve appropriate segments of the colleges and district services.

The Chancellor shall submit the plans to the Board of Trustees, ~~for approval per Title 5 and California Community College Chancellor's Office.~~

### *Reference:*

~~*Accreditation Standard I.B.*~~

~~*Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, 56270 et seq.*~~

~~*ACCJC Accreditation Standards I.B.9, III.B.4, III.C.2, III.D.2, IV.B.3, and IV.D.5 (formerly I.B);*~~

Adopted: 1-20-09  
Revised: 5-20-13

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

3450

BUSINESS

## TRAFFIC AND PARKING REGULATIONS

Traffic and parking regulations are developed at the college level, recommended by the Chancellor, approved by the Board of Trustees, and made available through publications and college websites. These regulations will be relatively consistent on all campuses to accommodate those students attending classes at more than one location.

The Board of Trustees authorizes Saddleback College and Irvine Valley College ~~the Department of Safety and Security~~ Police Departments (formerly known as Department of Safety and Security) to issue traffic and parking citations within the boundaries of District properties.

Reference:

*California Education Code Section 76360*  
*Vehicle Code Section 21113*

Adopted: 3-28-77	Revised: 5-23-88
Revised: 8-28-78	Revised: 11-14-94
Revised: 2-13-79	Revised: 4-26-99
Revised: 6-09-80	Revised: 9-29-03
Revised: 10-21-80	Revised: 12-06-10



# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

5618  
STUDENTS

## CREDIT BY EXAMINATION - SPECIFIC COURSE CREDIT

A student may qualify for credit by examination for courses in ~~at~~ the current South Orange County Community College District catalog for which he/she appears to be reasonably qualified by training or experience, ~~and for which he/she has not received previous high school or college credit, attempted credit by examination, or even enrolled. However, the course in which the student seeks credit by examination should be one in which the course content can be tested by examination, in the opinion of the department and of the instructor assigned. A student may not receive credit by examination for any course which is a prerequisite to one for which credit has been received. Inasmuch as a minimum 2.0 grade point average in at least twelve units completed at Irvine Valley College and Saddleback College is required to enroll in credit by examination, units earned through credit by examination shall not be counted in determining the 12 units required in residence for graduation.~~

*Reference:*

*Title 5, Calif. Code of Regulations, Section 55050753*

# BOARD POLICY

5030 ~~5610.1~~

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## STUDENT FEES

Students shall be assessed an enrollment fee at the time of enrollment. The amount of the fee is established by law and published in the College catalog(s) and on other print and electronic publications. The District may adjust, waive, or partially refund the fee as provided in the California Education Code.

Students may also be charged health fees, materials fees, parking fees, and nonresident application fees as permitted by law. These fees are published in the College catalogs and on other print and electronic publications.

~~(NOTE: See Administrative Regulation 5625: Fee Refund for Military Withdrawal)~~

### *Reference:*

*California Education Code, Section 681305, 70902, 76141*

*Title 5, Sections 58500-58510-58520*

*Accreditation Standard 1.C.6*

Adopted: 5-15-89  
Revised: 4-08-91  
Technical Update: 4-26-99  
Revised: 5-27-03  
Revised: 3-28-11

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: Board Policy Revision: BP- 4003 Employment of Relatives, BP-4310 Duties and Responsibilities of the Department/Academic Chair, BP-5320 Academic Renewal, BP-6135 Library User Fees

**ACTION:** Discussion / Approval

---

### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Four board policies are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on March 17, 2016 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

| The Chancellor recommends that the Board of Trustees approve the board policies as shown in EXHIBIT A through D.

# BOARD POLICY

(Formerly 4003) /7310

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## EMPLOYMENT OF RELATIVES/NEPOTISM

The District does not prohibit the employment of relatives (or domestic partners as defined by Family Code, ~~Section 297 et seq.~~) in the same department, or division/school, with the exception that they shall not be assigned to a regular position within the same department, division/school, or site that has an immediate family member who is in a position to recommend or influence personnel decisions.

Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative (or domestic partner as defined by Family Code, ~~Section 297 et seq.~~).

Immediate family means spouse, domestic partner as defined by Family Code, ~~Section 297 et seq.~~, parents, grandparents, siblings, children, grandchildren, and in-laws, or any other individual living in the employee's home.

The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest.

Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place immediate family members in the same department, division/school, or facility. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest.

### *Reference:*

*Government Code, Section 12920 et seq., 1090 et seq.*

*Family Code, Section 297 et. seq.*

Adopted: 2-26-68  
Revised: 2-24-75  
Revised: 4-10-89  
Revised: 2-28-94

Revised: 4-26-99  
Revised: 11-19-02  
Revised: 11-14-05

Reviewed by BPARAC & Chancellor on 6-6-11 No Recommended Change to Policy
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# BOARD POLICY

4310

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

PERSONNEL/HUMAN RESOURCES

## DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT/ ACADEMIC CHAIR

~~The Department/Academic Chair is an administrative position which has administrative duties that support the Dean and the departments reports to the Division/ School Dean, and will fulfill all of the legal requirements of the District for employment, credentialing, and performance of duties. In consultation with the Dean, The the Department/Academic Chair's duties and responsibilities are may include some or all of the following as listed below:~~

### I INSTRUCTION AND CLASSROOM MANAGEMENT

1. Drafts a schedule of classes for each semester and summer for the Dean's approval.
2. Recommends staffing for all class sections in the department to the Dean.
3. Monitors class enrollments and makes recommendations for closing or opening class sections.
4. Processes the recruitment, ~~paper~~-screening of application materials, and interviewing of candidates for ~~associate part-time~~ faculty employment and recommends candidates for hire.
5. ~~Conducts~~ Assists the Dean in evaluations evaluating of associate part-time faculty such as the conducting of classroom observation, making a written report, and making recommendations.
6. Takes responsibility for and works with department faculty in curriculum development and revisions.
7. ~~Implements the procedures for textbook approval and adoption.~~
8. ~~Assists the Dean in supervision and evaluation of academic Supervises, when appropriate as determined by the Dean, support staff assigned to the department and provides input into their evaluations.~~
9. ~~Organizes and conducts program advisory committee meetings as appropriate.~~
8. Coordinates the full-time faculty hiring process.

### II. FISCAL

10. Assists the Dean in the recommendation and purchasing of instructional materials, supplies, and equipment.

~~142.~~ Identifies problems, and works with the Division/School Dean to initiate work orders for facilities and equipment, etc.

~~123.~~ ~~Locates~~ Coordinates additional possible funding sources for program development and operation.

### III. PROGRAM COORDINATION

~~131.~~ ~~Addresses the interest,~~ Responds to suggestions, and concerns of faculty and staff.

~~142.~~ Makes suggestions for the improvement of the ~~classroom~~ learning environment and instructional technologies.

~~153.~~ Plans and conducts department meetings ~~with minutes~~.

~~164.~~ ~~Prepares bulletins and other communications designed to keep~~ Disseminates information to faculty and staff ~~informed~~.

~~175.~~ Represents ~~the department and to at school/division interests on committees and Dean~~ meetings.

~~18.~~ Provides student advisement regarding major and career information.

~~196.~~ ~~Participates~~ Coordinates in program review and ~~accreditation activities~~ student learning outcomes (SLO's) assessment.

7. Participates in identifying goals and priorities for department resources.

8. Communicates program needs, activities, and/or concerns to the dDean and others as appropriate.

9. Assists in the creation and promotion of professional development activities.

### IV. STUDENT RELATIONS

~~20.~~ ~~Monitors and responds to violations of professional ethical standards.~~

~~21.~~ ~~Deals with faculty, staff, and~~ Responds to student complaints.

~~22.~~ ~~Meets and confers with visitors.~~

~~23.~~ Encourages faculty and staff participation in community, civic, service, and social organizations.

~~24.~~ Performs evening and Saturday Dean responsibilities.

~~252.~~ Participates in student outreach and recruitment activities.

V. ADDITIONAL DUTIES

In addition to the duties listed above, some department chairs may receive additional compensation for duties including some or all of the following as listed below:

1. Organizes and conducts program advisory meetings as appropriate.

2. Recommends and coordinates possible funds for program development.

263. Performs a variety of other duties as may be assigned by the appropriate administrator.

27. Prepares written reports and other communications relating to program needs, activities, and outcomes.

# BOARD POLICY

# 5320-6122

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS INSTRUCTION

## ACADEMIC RENEWAL

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. An administrative regulation will be established that provides for academic renewal procedures. ~~The College President shall establish procedures that provide for academic renewal consistent with the District AR-5320 on Academic Renewal.~~

*Reference:*

*Title 5 Section 55046*



# BOARD POLICY

6135

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

## LIBRARY – USER FEE

~~The Board of Trustees may establish and charge~~ A Library User Fee may be established and charged to be charged to anyone who is not an employee or currently enrolled as a student within the South Orange County Community College District (SOCCCD) for the privilege of checking out library materials. Exceptions include senior citizens and retired full-time employees of SOCCCD. The fee and term for such privilege shall be determined by the Chancellor or designee.

Adopted: 8-27-84  
Revised: 6-26-89  
Revised: 4-26-99

Revised: 11-14-05  
Revised: 02-28-11

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Academic Personnel Actions – Regular Items  
**ACTION:** Approval/Ratification

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**BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibits A and B.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)
  - a. ABBAS, SAM, is to be employed as Chemistry Instructor, Pos #5099, Division of Mathematics, Science, and Engineering, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 1)
  - b. CHOI, SANG, is to be employed as Mathematics Instructor, Pos #7214, Division of Mathematics, Science, and Engineering, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 2)
  - c. DUONG, NANCY, is to be employed as Mathematics Instructor, Pos #1824, Division of Mathematics, Science, and Engineering, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Nancy Evans, who retired. (Exhibit B, Attachment 3)
  - d. DUPREE, NICOLE, is to be employed as Nursing Instructor, Pos #1713, Division of Health Science and Human Services, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 3. This is a replacement position for Samantha Venable, who retired. (Exhibit B, Attachment 4)
  - e. HOIDA MULHOLLAND, BRIDGET, is to be employed as English Composition Instructor, Pos #7157, Division of Liberal Arts, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2016. (Exhibit B, Attachment 5)
  - f. NOVAK, JACQUELINE, is to be employed as Nursing Instructor, Pos #1653, Division of Health Science and Human Services, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 3. This is a replacement position for Diane Pestolesi, who received a promotion. (Exhibit B, Attachment 6)
  - g. NEESEN, WILLIAM, is to be employed as Communication Studies Instructor, Pos #7282, School of The Arts, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit, Attachment 7)
  - h. WHITE-ALCOVER, SUSAN, is to be employed as Medical Assistant Instructor, Pos #7043, Division of Health Science and Human Services, Saddleback College, effective March 28, 2016. Approximate Salary Placement: Range II, Step 4. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 8)

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Albee, Steven	MA/Mathematics	Mathematics/IVC	2	06/01/16
Kramer, Jessica	MA/Mathematics	Mathematics/IVC	2	08/22/16
O'Dell, Rene	MA/Sociology	Sociology/IVC	5	05/31/16
Stevens, David	BA/Landscaping Arch.	Horticulture/SC	1	08/22/16
Wright-Bushman, K.	PhD/English	English/SC	5	06/20/16
Trujillo, Jose	MA/Psychology	Psychology/IVC	2	05/31/16
Youssef, Mohamad	MA/Mathematics	Mathematics/IVC	2	08/22/16

**EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Shaw, Charles	No Degree	Automotive/SC	1	08/22/16

Equivalency is based on completion of 26 units of automotive technology, as well as 31 units of degree-applicable general education. Mr. Shaw requires 3 elective units to complete an Associate of Science degree in Automotive Technology from Chaffey College, which he is presently attending. He has thirty-five years of automotive repair experience; these years include diagnosing and repairing all systems on most makes and models. Previously he was employed full-time for three years as a Technical Instructor for Allen Group. His duties there included teaching professional technicians the newest technologies, diagnostic strategies, and development of training criteria. He also was an adjunct professor at Cypress College for one semester. He is an ASE Certified Master Technician, L1, EI, and EO Licensed Smog Technician. Recently he has been teaching advanced automotive classes for ASC and B.B.S Tech Training. Presently he is the co-owner of an automotive repair business.

Stephenson, G.	MA/Secondary Ed.	Mathematics/IVC	2	08/22/16
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Equivalency is based on a Master's degree in Secondary Education and a Bachelor's degree in Mathematics, both from SUNY Potsdam College in New York. Ms. Stephenson also has taken courses to complete a Master's in Mathematics at California State University, Fullerton. Additionally, she has taught AP Statistics at El Dorado High School.

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Barnett, Jeffrey	MS/Computer Sci.	Comp. Sci./SC	2	01/19/16
Boustani, Ladan	PhD/MFT	Counseling/SC	5	04/04/16
Busick, Elizabeth	MA/Education	Adult Ed/Citizen/SC	2	03/24/16
May, Carol	MA/Counseling	Counseling/SC	2	04/04/16
Shoemaker, J.	PhD/Philosophy	Philosophy/IVC	5	03/04/16

**EQUIVALENCY**

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bird, Christine	BA/Criminology	Adult Ed-ESL/SC	1	03/10/16

Equivalency is based upon a Bachelor's degree in Criminology from the University of Nevada and a Professional Clear Multiple Subject Teaching Credential from National University. In Fall 2016, Ms. Bird will complete a Master's degree in Teaching English to Speakers of Other Languages from Southeast Missouri State College. She has been teaching English as a Second Language to adults for Capistrano Valley Unified School District at Las Palmas Elementary School in San Clemente since Spring 2016. She was a multiple-subject elementary teacher (grades 5 and 6) with the Garden Grove Elementary School District for four years and also has been an ESL volunteer and tutor for schools and communities in Missouri and California.

Bryant, Peter	PhD/Bio Sci.	Environ. Studies/SC	5	03/28/16
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Equivalency is based on over twenty years of experience teaching courses related to environmental issues, including environmental courses at Saddleback College. Mr. Bryant also established and directed an Interdisciplinary Minor in Global Sustainability. He has chaired an ad hoc campus committee on Environmental Science, which led to the establishment of the First-year Integrated Program in Environmental Science, and now he teaches a course on The Living Planet, which is part of the First-year program. He has also authored an on-line textbook on Biodiversity and Conservation. In addition, he manages and is one of the main contributors to a website on the Natural History of Orange County, California. It is one of the most comprehensive websites on local biodiversity.

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Paulele, Robert	BA/Communications	Kinesiology/SC	1	01/19/16

Equivalency is based on a Bachelor's degree in Communication from the University of Nevada, Las Vegas. Mr. Pauleles' experience includes over nine years of college and professional coaching, which includes assistant football coaching positions at Chapman University and Santa Ana College. In 2014, Mr. Paulele served as the Head Coach for the Los Angeles Marauders Football Team; a development league run by Super Bowl Champions and NFLPA Sector Presidents. He also serves as the Director of Training and Staff Development for Athletic Republic (Performance Gym). In addition, he is the Los Angeles based representative for the NFLPA, where he works directly with the Memory Health Care Curriculum Development.

<sup>1</sup> Wallace, Kyle	MA/Coaching	Tutor/SC	2	02/17/16
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Equivalency is based on a Bachelor's degree from Tabor College in Health/Physical Education and a Master of Arts in Coaching and Athletic Administration from Concordia University. Mr. Wallace has over three years of experience working with student athletes at Servite High School and Tabor College.

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Bennett, Michael	Coordinator, KNEA Pgrm/SC	6,440.00	01/19/16-05/23/16
Gravis, Esther	Co-Chair, Nursing/SC	2,757.37	01/19/16-05/23/16
Gridley, Susan	OEI Migration/Application/SC	700.00	01/19/16-05/23/16
Jellison, Kevin	Facilitation, ECP 2/IVC	100.00	02/01/16-05/23/16
Johnson, Jeffrey	Facilitation, ECP 8/IVC	100.00	02/01/16-05/23/16
Nezafati, Peter	Facilitation, ECP 12/IVC	100.00	02/01/16-05/23/16
Seraphin, Eva	Facilitation, ECP 1/IVC	200.00	02/01/16-05/23/16
Takahashi, Mariko	Facilitation, ECP 11/IVC	100.00	02/01/16-05/23/16
Virzi, Susan	Facilitation, ECP 5/IVC	100.00	02/01/16-05/23/16
Volz, Matt	Facilitation, ECP 9/IVC	100.00	02/01/16-05/23/16
Witt, Jason	Flex Week Writing Workshop/IVC	75.00	01/13/16-01/13/16
<b>Monthly Total: General Fund</b>		\$10,772.37	
<b>2015-2016 FISCAL YEAR TOTAL TO DATE</b>		\$1,018,224.92	

<sup>1</sup> Current NBU employee at Saddleback College

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Aarvig, Aubray	Curriculum Research/Writing/SC	1,000.00	02/01/16-02/29/16
Alexander, Ariel	Jazz Day/SC	200.00	02/27/16-02/27/16
Andre, Joy	AVID Training Event/SC	77.60	02/26/16-02/26/16
Bloink, Jacqueline	TAACCCT Online Dev HIT 219/SC	2,987.60	01/12/16-05/23/16
Bloink, Jacqueline	TAACCCT Online Dev HIT 202/SC	2,987.60	01/12/16-05/23/16
Bloink, Jacqueline	TAACCCT Online Dev HIT 203/SC	2,987.60	05/31/16-06/30/16
Bloink, Jacqueline	TAACCCT Online Dev HIT 209/SC	2,987.60	05/31/16-06/30/16
Bravo, Adam	Jazz Day/SC	200.00	02/27/16-02/27/16
Burkhalter, Liz	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Casil, Amy	AVID Training Event/SC	77.60	02/26/16-02/26/16
Cavazzi, Deidre	Choreographer "She Loves Me"/SC	2,000.00	02/01/16-04/03/16
Chao, Iris	AVID Training Event/SC	77.60	02/26/16-02/26/16
Chatham, Lynne	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/15
Christensen, Sheryl	AVID Training Event/SC	77.60	02/26/16-02/26/16
Coy, Christine	AVID Training Event/SC	77.60	02/26/16-02/26/16
Coy, Christine	FN Online/Hybrid Conv/Perkins/SC	1,000.00	08/15/15-12/16/15
Coy, Christine	FN Online/Hybrid Conv/Perkins/SC	1,225.00	01/19/16-03/27/16
Cubbage, April	AVID Training Event/SC	77.60	02/26/16-02/26/16
Danger, Jessica	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
DeMarchi, Joanne	FN Online/Hybrid Conv/Perkins/SC	1,000.00	08/18/15-12/16/15
Fosdick, Melissa	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Garcia, Tony	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Geers, Susan	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Gregory, Eric	AVID Training Event/SC	77.60	02/26/16-02/26/16
Gregory, Eric	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Gustafson, Michelle	AVID Training Event/SC	77.60	02/26/16-02/26/16
Hill, Douglas	AVID Training Event/SC	77.60	02/26/16-02/26/16
Hoggat, Michael	AWD Curriculum Development/SC	3,220.40	01/19/16-05/24/16
Homma, Mary	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Huggins, Barbara	RN Pgrm Dev "Top of Practice"/SC	388.00	02/11/16-02/11/16
Huggins, Barbara	RN Pgrm Dev "Top of Practice"/SC	388.00	02/19/16-02/19/16
Hughes, Luther	Jazz Comp. Reading/SC	65.00	02/22/16-02/22/16
Hunt, Matthew	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Jaime, David	AVID Training Event/SC	77.60	02/26/16-02/26/16
Johnson, Clayton	AESL Specialized Curriculum/SC	7,760.00	02/18/16-05/22/16
Johnson, Paul	Jazz Day/SC	200.00	02/27/16-02/27/16
Johnson, Paul	Combo Evaluation/SC	40.00	03/09/16-03/09/16
Johnson, Paul	Combo Evaluation/SC	40.00	03/16/16-03/16/16
Kouritas, Georgios	AVID Training Event/SC	77.60	02/26/16-02/26/16
Kramer, Kathryn	AVID Training Event/SC	77.60	02/26/16-02/26/16

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Layton, Larry	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Lee, Ken	Design Garden/Culinary Arts/SC	1,000.00	01/19/16-02/29/16
Lively, Brian	AVID Training Event/SC	77.60	02/26/16-02/26/16
Lunetto, Kathleen	Curriculum Research/Writing/SC	1,000.00	02/01/16-02/29/16
Magrann, Tracey	Course Development/SC	970.00	01/19/16-02/29/16
Magrann, Tracey	TAACCCT Online Dev HSC 277/SC	2,987.60	05/31/16-06/30/16
Mamoon, Safiah	TAACCCT Online Dev 215 CPT/SC	2,987.60	01/12/16-05/23/16
Mamoon, Safiah	TAACCCT Online Dev HIT 212/SC	2,987.60	01/12/16-05/23/16
Mamoon, Safiah	TAACCCT Online Dev HIT 207/SC	2,987.60	05/31/16-06/30/16
Mamoon, Safiah	TAACCCT Online Dev 221 ICD/SC	2,987.60	05/31/16-06/30/16
Mamoon, Safiah	TAACCCT Online Dev HIT 200/SC	2,987.60	07/01/16-08/12/16
Mamoon, Safiah	TAACCCT Online Dev 220 ICD/SC	2,987.60	07/01/16-08/12/16
McGirr, Julie	AVID Training Event/SC	77.60	02/26/16-02/26/16
McMurtrey, Megan	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Medling, Jane	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Medling, Jane	AVID Training Event/SC	77.60	02/26/16-02/26/16
Meyer, Clifford	Matco Event/SC	780.00	02/03/16-02/11/16
Meyer, Clifford	Curriculum, Electric Car (40%)/SC	1,165.00	02/03/16-02/29/16
Meyer, Clifford	OC Pathways Vital Link/SC	780.00	02/15/16-02/26/16
Meyer, Clifford	SJC Car Show/SC	430.00	02/06/16-02/06/16
Murray, Pete	AVID Training Event/SC	77.60	02/26/16-02/26/16
Nelson, Terence	Co-Chair, SEP/SC	5,577.50	02/01/16-05/23/16
Nussenbaum, Sharon	AVID Training Event/SC	77.60	02/26/16-02/26/16
Ottaiano, Ric	AVID Training Event/SC	77.60	02/26/16-02/26/16
Paige, Monique	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Pinter, Jerry	Jazz Day/SC	200.00	02/27/16-02/27/16
Pinter, Jerry	Combo Evaluation/SC	40.00	03/09/16-03/09/16
Pinter, Jerry	Combo Evaluation/SC	40.00	03/16/16-03/16/16
Rangel, Efren	Co-Chair, SEP/SC	5,577.50	02/01/16-05/23/16
Robbins, Jared	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Rosenn, Tristen	Faculty Concert/SC	150.00	01/25/16-01/25/16
Rosenn, Tristen	Jazz Comp Reading/SC	65.00	02/24/16-02/24/16
Rosenn, Tristen	Jazz Day/SC	200.00	02/27/16-02/27/16
Rosenn, Tristen	Combo Evaluation/SC	40.00	03/09/16-03/09/16
Rosenn, Tristen	Combo Evaluation/SC	40.00	03/16/16-03/16/16
Sadeghiani, Neda	AVID Training Event/SC	77.60	02/26/16-02/26/16
Sadeghipour, Allia	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Signo-Jackson, Janet	AVID Training Event/SC	77.60	02/26/16-02/26/16
Stachenfeld, Marilyn	AVID Training Event/SC	77.60	02/26/16-02/26/16
Stephens, Blake	CAD Lab Mgmt/Perkins/SC	1,500.00	08/19/15-12/15/15
Stephens, Blake	CAD Lab Mgmt/Perkins/SC	1,500.00	01/19/16-05/18/16
Stout, Ronald	Jazz Comp Reading/SC	170.00	02/10/16-02/24/16
Stout, Ronald	Combo Evaluation/SC	40.00	03/09/16-03/09/16



**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued**

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Stout, Ronald	Jazz Day/SC	200.00	02/27/16-02/27/16
Stout, Ronald	Combo Evaluation/SC	40.00	03/16/16-03/16/16
Wang, Caitlin	AVID Training Event/SC	77.60	02/26/16-02/26/16
Watt, Deb	Counseling for a "Major" Event/SC	1,250.00	01/19/16-04/30/16
Watt, Deb	AVID Training Event/SC	77.60	02/26/16-02/26/16
Weckerly, Michelle	AVID Training Event/SC	77.60	02/26/16-02/26/16
Wenzel, Diane	AVID Training Event/SC	77.60	02/26/16-02/26/16
Westcott, John	AVID Training Event/SC	77.60	02/26/16-02/26/16
Whynaught, Jeffrey	Grammar Instr. Strategies/BSI/SC	77.60	02/26/16-02/26/16
Williams, Jacob	PLC High School Project/SC	679.00	01/19/16-05/20/16
Womack, Malia	AVID Practicum/BSI/SC	77.60	02/19/16-02/19/16
Womack, Malia	AVID Training Event/SC	77.60	02/26/16-02/26/16
Wood, Debra	AVID Training Event/SC	77.60	02/26/16-02/26/16
<b>Monthly Total: General Fund</b>		<b>\$78,516.00</b>	
<b>2015-2016 FISCAL YEAR TOTAL TO DATE</b>		<b>\$661,107.37</b>	

**D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. BANDER, CAROL, ID #1013, German/ESL Instructor, Division of Liberal Arts, Saddleback College, Pos #1462, resignation effective June 1, 2016 and retirement effective June 2, 2016. Payment is authorized for any compensated time off. (Start date: August 22, 1977)
2. EVANS, NANCY, ID #2487, Mathematics Instructor, Division of Mathematics, Science, and Engineering, Saddleback College, Pos #1824, resignation effective May 31, 2016 and retirement effective June 2, 2016. Payment is authorized for any compensated time off. (Start date: August 18, 1989)
3. SULLIVAN, PATRICIA, ID #2447, Computer Information Management Instructor, Division of Economics and Workforce and Business Sciences, Saddleback College, Pos #1699, resignation effective May 24, 2016 and retirement effective May 25, 2016. Payment is authorized for any compensated time off. (Start date: August 17, 1981)

**ATTACHMENT 1**

NAME: SAM ABBAS

POSITION: CHEMISTRY INSTRUCTOR  
Mathematics, Science, and Engineering  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

Ph.D. Environmental Science/Engineering  
University of Texas  
El Paso, TX

M.S. Chemistry  
University of Southern California  
Los Angeles, CA

B.S. Chemistry  
University of California, San Diego  
San Diego, CA

EXPERIENCE:

Sam Abbas has been a part-time instructor in the Chemistry Department at Saddleback College since 2011 and has taught a wide variety of chemistry courses. Since 2000, Dr. Abbas has also been a chemistry, science, and mathematics part-time instructor at multiple colleges and universities. While completing his Masters at the University of Southern California, he was a teaching assistant in a variety of chemistry lecture and lab courses. He completed a NASA sponsored project for his doctoral work at the University of Texas and has over fifteen years of experience teaching college-level chemistry courses at various colleges and universities.

PRESENTATIONS/PUBLICATIONS:

- Authored or co-authored several journal articles and book chapters, as well as a couple of books, and presented research at national and international conferences on chemistry and space science related topics.

PROFESSIONAL AFFILIATIONS:

- Member of ACS (The American Chemical Society since 2006).
- Member of CTA (The California Teacher Association since 2007).

HONORS/AWARDS:

- Adjunct Professor of the Year Award, University of Phoenix 2014, El Paso Community College 2006.
- Several other awards and honors 1991-2016.

**ATTACHMENT 2**

NAME: SANG CHOI

POSITION: MATHEMATICS INSTRUCTOR  
Mathematics, Science, and Engineering  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.S. Applied Mathematics  
California State University, Northridge  
Northridge, CA

B.S. Education  
University of British Columbia  
Vancouver, Canada

B.S. Mathematics  
University of British Columbia  
Vancouver, Canada

EXPERIENCE:

Sang Choi has been a part-time instructor in the Mathematics Department at California State University, Northridge since January 2016 and has taught a variety of mathematics courses. From 2008 to 2012, she was a high school teacher with Vancouver School Board in Canada, teaching mathematics and also designing online pre-calculus contents for the distance education program. While completing her Master of Science degree at California State University, Northridge, she was a teaching associate in a wide variety of mathematics courses. Ms. Choi has over eight years of experience teaching developmental and transfer level courses at the high school and college levels combined.

LICENSES AND CERTIFICATES:

- California Single Subject Teaching Credentials in Mathematics
- Diploma in Special Education, University of British Columbia

PROFESSIONAL AFFILIATIONS:

- Member of CMC<sup>3</sup>-South (California Mathematics Council Community Colleges South)
- Member of BCTF (British Columbia Teachers' Federation)

**ATTACHMENT 3**

NAME: NANCY DUONG

POSITION: MATHEMATICS INSTRUCTOR  
Mathematics, Science, and Engineering  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.S. Mathematics  
University of California, Riverside  
Riverside, CA

B.S. Mathematics for Secondary School  
University of California, Riverside  
Riverside, CA

EXPERIENCE:

In 2008, Ms. Duong realized her place in mathematics education when she worked as a Supplemental Instruction Leader at the University of California Riverside. After graduating with a Bachelor of Science degree in Mathematics for Secondary School in December of 2009, Ms. Duong began her graduate studies with the University of California, Riverside. She was a teaching assistant for two years before she graduated and began teaching part-time in 2013. Ms. Duong taught at many campuses throughout San Diego and Inland Empire for almost three years. She has taught a wide variety of courses ranging from developmental to transfer level mathematics. In the Spring 2016, she became a Visiting Assistant Instructor at Norco College. Ms. Duong has spent six summers working with incoming college freshman in summer bridge programs.

HONORS/AWARDS:

- Outstanding Teaching Award, UC Riverside, 2012 - 2013
- Graduated Cum Laude, UC Riverside, 2009

**ATTACHMENT 4**

NAME: NICOLE DUPREE

POSITION: NURSING INSTRUCTOR  
Health Sciences and Human Services  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.S.N. Nurse Practitioner  
California State University, Long Beach  
Long Beach, CA

B.S.N. Nursing  
California State University, Dominguez Hills  
Carson, CA

A.S. Nursing  
Saddleback College  
Mission Viejo, CA

EXPERIENCE:

Nic DuPree has been a Nursing Instructor at Saddleback College since 2012. She has participated in course development and has been a member of various committees, including the Education Effectiveness, Drug & Alcohol Prevention, and Policy Committees. In addition to her position at Saddleback, she currently works as Psychiatric Nurse Practitioner for the County of Orange Mental Health Association where she diagnoses mental illness and prescribes pharmacology and has over 10 years' experience as a registered nurse. As a member of the California Association for Nurse Practitioners, she will be attending the House of Delegates and Lobby Day in Sacramento to advocate for grass roots policies directed at protecting those impacted by mental illness.

LICENSES AND CERTIFICATES:

CA Registered Nurse, CA Registered Public Health Nurse, CA Registered Nurse Practitioner, ANCC Board Certified Family Psychiatric and Mental Health Nurse Practitioner, Federal DEA License.

HONORS/AWARDS:

Saddleback College Alum of the Year Nominee, Graduated Magna Cum Laude from CSU, Long Beach, Nursing Honor Society, Iota Eta Chapter, Recipient UC, San Francisco Graduate Student Stipend, Phi Kappa Phi Honor Society, Recipient of Madeline Colette Seeds Advance Practice Nurse Scholarship, Recipient of St. Joseph Health Care Advancing the Profession of Nursing Finalist, Recipient of Dorothy Washington Nursing Scholarship, and Recipient of Gordon & Betty Moore RN Internship Stipend, Critical Care, San Francisco General Hospital, Recipient of United States Achievement Academy Scholarship, Lexington, KY, Recipient of CA Nursing Student Association Student Success Scholarship, and Army Nurse Corps and National Student Nurse Association Spirit of Nursing Award, Saddleback College

**ATTACHMENT 5**

NAME: BRIDGET HOIDA MULHOLLAND

POSITION: ENGLISH COMPOSITION INSTRUCTOR  
Liberal Arts Department  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

Ph.D. & M.A. Literature and Creative Writing  
University of Southern California  
Los Angeles, CA

M.A. Fiction Writing  
San Francisco State University  
San Francisco, CA

B.A. English  
University of California, Berkeley  
Berkeley, CA

EXPERIENCE:

Dr. Hoida Mulholland has been a part-time instructor in the Liberal Arts Department at Saddleback College since 2011, and has taught a wide variety of composition and literature courses. She has also served as a mentor and coach with the Saddleback College Junior Entrepreneurial Leadership Academy. Since 2007, Dr. Mulholland has served as owner, college admissions consultant, and writing specialist at *Shine: Education Consulting*. She has also worked as a lecturer in the UC Irvine Humanities Core program (2007-2008), and as an English Language Arts teacher and journalism advisor. While completing her Ph.D. at the University of Southern California, Dr. Mulholland was a course and curriculum coordinator for composition and writing courses from 2001- 2005. She has over twelve years of experience teaching developmental and transfer level composition courses at the college level.

LICENSES AND CERTIFICATES:

- @One Online Education. Online Teaching Certification & Blackboard Teaching Certification

PROFESSIONAL AFFILIATIONS:

- Member of AWP (Association of Writing Professionals).
- Member of MLA (Modern Language Association).

HONORS/AWARDS:

- UC Irvine Educator “Impact” Award (2014)
- Foreword Book of The Year Award Finalist (2013)
- CBS-Los Angeles, “Best Summer Read” For The Novel, So L.A. (2012)
- University Of Southern California, University Fellowship (2007)
- Anna Bing Arnold Fellowship (2006)
- University of Southern California Future Professoriate Scholar Award (2004)
- University of Southern California Faculty Fellow (2003-2005)
- USC Center For Excellence In Teaching Distinguished Teaching Award (2003)
- Phi Beta Kappa, UC Berkeley. (1998).

**ATTACHMENT 6**

NAME: WILLIAM NEESEN

POSITION: COMMUNICATION STUDIES INSTRUCTOR  
School of The Arts  
Irvine Valley College  
Full-Time, Tenure Track

EDUCATION:

M.A. Speech Communication  
California State University, Fullerton  
Fullerton, CA

B.A. Speech Communication  
California State University, Fullerton  
Fullerton, CA

EXPERIENCE:

Mr. Neesen has been a full time professor at California State University Long Beach for eleven years and has taught both upper division and lower division classes with a focus on required general education classes, like public speaking and critical thinking. He has also taught classes focusing on international students and their problems with public speaking and also ones in the honors program. During his time at Long Beach, he was on the curriculum committee for six years, as well as other committees. Besides his teaching, he was the director of debate, which had large amounts of success during the years with teams, finishing at the National Parliamentary Debate Tournament in the top ten most years.

Mr. Neesen Started his teaching career at Irvine Valley College in 2002 until he was hired at California State University of Long Beach. In 2011, he returned to Irvine as a lecturer, teaching some classes and helping the speech and debate team.

PROFESSIONAL AFFILIATIONS:

- Member of National Communication Association
- Member of the western States Communication Association

**ATTACHMENT 7**

NAME: JACQUELINE NOVAK

POSITION: NURSING INSTRUCTOR  
Health Sciences and Human Services  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.S.N. Nursing  
Vanguard University  
Costa Mesa, CA

B.S.N. Nursing  
Vanguard University  
Costa Mesa, CA

A.S. Nursing  
Saddleback College  
Mission Viejo, CA

EXPERIENCE:

Ms. Novak has been working in the Nursing Program at Saddleback College since August 2014 as a Clinical Skills Specialist, a temporary full-time Sabbatical replacement, and most recently as a part-time Associate Faculty. Concurrently, Ms. Novak works in the Neuro-Surgical ICU at Hoag Memorial, where she has been employed since 2009. Ms. Novak will be graduating with her Master's in Nursing Education on the Educational Leadership track at Vanguard University this May. Additionally Ms. Novak has been a participant in the Enrollment Management, and Policy Committee for the nursing program, in addition to being an alternate for the college Curriculum Committee.

LICENSES AND CERTIFICATES:

- Registered Nurse - California | Active
- Public Health Nurse – California | Active
- Progressive Care Certified Nurse- PCCN
- NIHSS Certification

PROFESSIONAL AFFILIATIONS:

- American Association of Critical Care Nurses (AACN)
- National League for Nursing (NLN)

HONORS/AWARDS:

- Sigma Theta Tau
- Dixie Bullock Leadership Award | Saddleback back College (2012)



**ATTACHMENT 8**

NAME: SUSAN WHITE-ALCOVER

POSITION: MEDICAL ASSISTANT INSTRUCTOR  
Health Sciences and Human Services  
Saddleback College  
Full-Time, Tenure Track

EDUCATION:

M.S.N. Nursing Science  
California State University, Dominguez Hills  
Carson, CA

B.S.N. Nursing Science  
San Diego State University  
San Diego, CA

EXPERIENCE:

Ms. White-Alcover started teaching at Saddleback College as a part-time clinical instructor in 2002 in the Psychiatric Technician Program. In 2004, she began to teach both lecture and skills in administrative and clinical medical assisting. She has worked as a Clinical Nursing Instructor for Santa Ana College and Clinical Nurse Educator at Mission Hospital. Leadership positions at Mission Hospital include roles as Charge Nurse and Clinical Nurse Manager in the Surgical Services Department, active participation and membership on several nursing and medical committees. She has served as Chair and Co-Chair for Management Practice, Patient Education Councils, and the Surgical Executive Committee. She has worked as Clinical Nurse Educator for the Surgical Intensive Care Unit, Post Stroke Care Unit, Emergency Departments, Respiratory Units, and Medical Telemetry Units for all of Mission Hospital's campuses. She continues to serve as the Course Director for Mission Hospital's Advanced Cardiac Life Support programs.

Ms. White-Alcover has helped introduce students to Saddleback College and for the past five years has collaborated with Mission Hospital's Summer Health Care Camp, introducing Middle School students to the healthcare professions. She works with the Division Dean and Medical Assistant Faculty to strengthen and grow the medical assistant program. In the past year, the program has doubled the number of course offerings and has increased the number of contracted clinical sites to meet student and community demands.

LICENSES AND CERTIFICATES:

- Registered Nurse in California
- Certified Ambulatory PeriAnesthesia Nurse (CAPA)
- Advanced Cardiac Life Support (ACLS) Instructor and Course Director
- Basic Life Support (BLS) Instructor
- Pediatric Advanced Life Support (PALS)

PROFESSIONAL AFFILIATIONS:

- American Heart Association
- American Society of PeriAnesthesia Nurses
- PeriAnesthesia Nursing Association California

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Classified Personnel Actions – Regular Items  
**ACTION:** Approval/Ratification

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**BACKGROUND**

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A and Exhibit B.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
  - a. EMMIL-LUGO, ALISON is to be employed as Human Resources Assistant, Pos. #4463, Office of Human Resources, District Services, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective April 4, 2016. This is a replacement for Alan Bilsborough.
  - b. LESSARD, JARED is to be employed as Research and Planning Analyst, Pos. #6699, Office of Research, Planning and Accreditation, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, effective April 4, 2016. This position was approved by the Board of Trustees on August 24, 2015.
  - c. LOENKER, PRISCILLA is to be employed as Accounting Assistant, Pos. #4832, Veterans Office, Office of Administrative Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 29 hours per week, 12 months per year, effective March 21, 2016. This is a replacement for Zachary Guajardo.
  - d. MARTINEZ, MELISSA is to be employed as Director of Annual Giving and Development Services, Pos. #7077, Office of College Foundation, Irvine Valley College, Academic and Classified Administrator and Manager Salary Schedule Range 18, Step 1, 40 hours per week, 12 months per year, effective April 18, 2016. This position was approved by the Board of Trustees on September 28, 2015.
  - e. MIAN, SARAH is to be employed as Human Resources Assistant, Pos. #3669, Office of Human Resources, District Services, Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 12 months per year, effective March 28, 2016. This is a replacement for Christopher Adrian.
  - f. TAYLOR, DANA is to be employed as Development Associate, Pos. #5040, Office of College Foundation, Saddleback College, Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, effective March 28, 2016. This is a replacement for Katie Cagney.
2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate \$)</u>	<u>Start Date</u>
Acosta, Joaquin	Office Assistant/SC	17.14	04/01/16-06/30/16
Flores, Jose	Custodian/SC	17.14	03/01/16-06/30/16
Guerrero, Lydia	Graphic Designer/IVC	26.08	03/01/16-06/30/16
Jimeno, Carlos	Groundskeeper/IVC	19.38	02/01/16-06/30/16
Means, Susanne	Veterans Office Assistant/SC	17.99	03/15/16-06/30/16
Metcalf, Andria	Admissions & Records Spec. I/SC	18.45	01/01/16-06/30/16

**A. NEW PERSONNEL APPOINTMENTS - Continued**

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate \$)</u>	<u>Start Date</u>
Pilioglos, Daniel	Administrative Assistant/SC	20.85	03/01/16-06/30/16
Ramirez, Kenneth	Electrician/SC	24.83	04/01/16-06/30/16
Rizk, Irene	Program Assistant/IVC	19.38	04/01/16-06/30/16
Rodgers, Aaron	Custodian/IVC	17.14	02/01/16-06/30/16
Sanchez, Ricardo	Webmaster/SC	36.86	01/01/16-06/30/16
Teran Vargas, Cervando	Irrigation Systems Specialist/SC	25.43	03/15/16-06/30/16
Toledo, Javier	Custodian/SC	17.14	03/01/16-06/30/16

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Adams, Kathleen	Project Specialist/IVC	30.00	03/15/16-06/30/16
Anaya, Tanya	Project Specialist/IVC	16.00	03/01/16-06/30/16
Anderson, Evan	Project Specialist/SC	15.00	02/15/16-06/30/16
Borlin, Jeremy	Project Specialist/SC	11.50	03/01/16-06/30/16
Brown, Lucy	Clerk/SC	16.00	01/01/16-06/30/16
Cervantes, Martha	Clerk/SC	16.00	01/01/16-06/30/16
Dehnke, Allen	Project Specialist/DS	20.00	01/01/16-06/30/16
Florentino, Efren	Project Specialist/SC	25.00	03/01/16-06/30/16
Forouzan, Ghazal	TMD Aide/IVC	20.00	01/14/16-06/30/16
Fox, Jill	Clerk/SC	16.00	01/01/16-06/30/16
<sup>1</sup> Garey, Sarah	Coaching Aide/IVC	25.00	02/15/16-06/30/16
Gomez, Karolinna	Child Development Ctr. Aide/SC	10.50	03/01/16-06/30/16
Guillen, Yvette	TMD Aide/SC	10.50	03/15/16-06/30/16
Huang, Michael	Clerk/IVC	10.50	03/15/16-06/30/16
Jensen, Mitchell	Project Specialist/SC	11.50	02/15/16-06/30/16
<sup>2</sup> Ling, Maximilian	Project Specialist/IVC	25.00	03/01/16-06/30/16
Lopez, Daniel	Project Specialist/IVC	13.00	01/15/16-06/30/16
Love, Cathy	Clerk/IVC	10.50	03/15/16-06/30/16
Lowey-Ball, Marisa	TMD Aide/SC	14.00	03/01/16-06/30/16
Mack, Lindsay	TMD Aide/SC	10.50	03/01/16-06/30/16
Nahavandi, Kamron	Project Specialist/DS	18.00	04/01/16-06/30/16
Niederecker, Andriana	TMD Aide/SC	10.50	03/15/16-06/30/16
Nieto, Diana	Project Specialist/SC	15.00	03/01/16-06/30/16

<sup>1</sup> Related to Jason Garey, Athletic Equipment Specialist/Driver, School of Kinesiology, Health and Athletics, Irvine Valley College.

<sup>2</sup> Related to Sophie Ling, Library Technician, School of Library Services, Irvine Valley College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Ong, Lay Chin	Clerk/IVC	10.50	03/15/16-06/30/16
Ortega Gonzalez, Dulce	Child Development Ctr. Aide/SC	10.50	03/01/16-06/30/16
Padawer, Lindsay	Project Specialist/IVC	15.00	02/15/16-06/30/16
Payan-Hernandez, Martha	Project Specialist/SC	45.00	03/01/16-06/30/16
Pearce, Julie	Project Specialist/IVC	20.00	01/19/16-06/30/16
Perog, Bryce	Project Specialist/SC	10.50	02/15/16-06/30/16
Pilioglos, Daniel	Project Specialist/SC	10.50	03/01/16-06/30/16
Pouresfandiari, Shahram	Project Specialist/IVC	15.00	01/19/16-06/30/16
Prentice, Debbie	Clerk/IVC	10.50	03/15/16-06/30/16
Schaefer, Riley	Project Specialist/SC	15.00	02/15/16-06/30/16
Slocum, Allan	Project Specialist/IVC	20.00	03/15/16-06/30/16
Takorian, Kaitlin	TMD Aide/IVC	10.50	03/01/16-06/30/16
Tuccinardi, Kirstin	Project Specialist/SC	20.00	02/15/16-06/30/16
Wallace, Kyle	Coaching Aide/SC	25.00	02/01/16-06/30/16
Wright, Jewel	Project Specialist/IVC	14.00	02/15/16-06/30/16
<sup>3</sup> Wyche, Sonja	Project Specialist/DS	30.00	01/01/16-06/30/16
Yi, Jennifer	Project Specialist/SC	12.00	02/01/16-06/30/16
Zarate, Alexander	Project Specialist/SC	14.00	02/15/16-06/30/16

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Al-Hennawi, Shaker	02/15/16-06/30/16
Al-Jay, Jameel	02/15/16-06/30/16
Azam, Muhammad	03/15/16-06/30/16
Berrios, Willis	02/15/16-06/30/16
Brock, Matthews	02/15/16-06/30/16
Chow, Kayee	02/15/16-06/30/16
Clack, Trevor	02/15/16-06/30/16
Ensor, Anja	02/15/16-06/30/16
Escobar Flores, Isabel	02/15/16-06/30/16
Fadaei Forghan, Amir	02/15/16-06/30/16
Flores, Jesse	02/15/16-06/30/16
Garcia Contreras, Rogelio	02/15/16-06/30/16
Gomez, Katelyn	02/15/16-06/30/16
Grable, Chaye	02/15/16-06/30/16
Grass, Ruth	03/01/16-06/30/16
Heidarpour, Pedram	02/15/16-06/30/16
Hosseini, Mohammadsafa	02/15/16-06/30/16

<sup>3</sup> Related to Dennis Wyche, Retiree, Substitute, Office of Physical Plant, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Huerta, Luis	02/15/16-06/30/16
Hwang, Alexander	02/15/16-06/30/16
Idris, Nehal	02/15/16-06/30/16
Khosravimanesh, Mahbod	02/15/16-06/30/16
Klein, Wesley	02/15/16-06/30/16
Knauer, Gary	02/15/16-06/30/16
Lee, Jaesteve	02/15/16-06/30/16
Lyles Reed, LaMaiyah	02/15/16-06/30/16
Marassa, Marcelo	02/15/16-06/30/16
Martinez Perez, Wendy	02/15/16-06/30/16
Medina, Marissa	02/15/16-06/30/16
Morgan, Daniel	02/15/16-06/30/16
Munyenembe, Tabachi	02/15/16-06/30/16
Nourian, Milad	02/15/16-06/30/16
Potter, Nicklas	03/15/16-06/30/16
Saydman, Rivka	02/15/16-06/30/16
Segien, Donald	02/15/16-06/30/16
Shahili, Mohammad	02/15/16-06/30/16
Strong, Margarette	02/15/16-06/30/16
Sutton, Caitlin	02/15/16-06/30/16
Thornton, Keira	03/15/16-06/30/16
Woloschek, Brandon	03/15/16-06/30/16
Woo, Kendall	02/01/16-06/30/16

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2015/2016** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Alvarado, Anabell	Community Ed Expert/SC	22.00	01/12/16-06/30/16
Bedolfe, Tamara	Tutor/SC	12.00	02/15/16-06/30/16
Bellin, Laura	Tutor/SC	12.00	02/15/16-06/30/16
Benites, Goffredo	Tutor/IVC	15.00	02/15/16-06/30/16
Bleidistel, Deanna	Community Ed Presenter/SC	10.50	02/01/16-06/30/16
Borgese, James	Model/IVC	25.00	02/01/16-06/30/16
Bowen, Andrika	Community Ed Presenter/SC	10.50	02/01/16-06/30/16
Brown, Michael	Workforce Trainer/IVC	72.00	02/15/16-06/30/16
Calzada, Laurie	Certified Test Proctor/IVC	11.50	01/01/16-06/30/16
Capobianco, Nicholas	Tutor/IVC	10.50	03/01/16-06/30/16
Corrales, Javier	Community Ed Presenter/SC	50.00	01/01/16-06/30/16
Czechorosky, Tonia	Model/IVC	25.00	01/19/16-06/30/16
De Jesus, Lucky	Tutor/SC	12.00	02/15/16-06/30/16

**A. NEW PERSONNEL APPOINTMENTS - Continued**

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2015/2016** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Deweese, Mallory	Tutor/SC	12.00	02/15/16-06/30/16
Diamond, Jean	Tutor/SC	12.00	02/15/16-06/30/16
<sup>4</sup> Diamond, Mitchell	Clinical Skills Specialist/SC	15.00	02/01/16-06/30/16
<sup>3</sup> Diamond, Nicholas	Clinical Skills Specialist/SC	15.00	02/01/16-06/30/16
Eckhart, Sherry	Model/IVC	25.00	02/01/16-06/30/16
Ellin, Ryan	Tutor/SC	12.00	02/15/16-06/30/16
Ferdosian, Arshang	Tutor/SC	12.00	02/15/16-06/30/16
Fusco, Michael	Tutor/SC	12.00	02/15/16-06/30/16
Guerriere, Desiree	Tutor/SC	12.00	02/15/16-06/30/16
Halvorson, Sierra	Model/IVC	25.00	02/15/16-06/30/16
Hillman, Elizabeth	Tutor/SC	12.00	02/15/16-06/30/16
<sup>5</sup> Idris, Mohamed	Tutor/SC	12.00	02/15/16-06/30/16
Incavo, Kathleen	Captionist (Real-Time)/IVC	45.00	01/19/16-06/30/16
Jang, Nathan	Tutor/SC	12.00	02/15/16-06/30/16
Johnson, Jennifer	Interpreter IV/IVC	25.00	01/01/16-06/30/16
Kandel, Marlene	Captionist (Real-Time)/SC	42.00	01/14/16-06/30/16
Lane, Eugenia	Community Ed Presenter/IVC	10.50	02/01/16-06/30/16
Liang, Weixin	Tutor/IVC	12.00	03/15/16-06/30/16
Limbo, Harvey	Tutor/IVC	13.00	03/15/16-06/30/16
<sup>6</sup> Luschei, Ashleigh	Tutor/SC	12.00	02/15/16-06/30/16
<sup>5</sup> Luschei, Savannah	Tutor/SC	12.00	02/15/16-06/30/16
McMahon, Alicia	Model/SC	25.00	01/19/16-06/30/16
Miramontes, Marissa	Tutor/SC	12.00	02/15/16-06/30/16
Nguyen, Michael	Tutor/SC	12.00	02/15/16-06/30/16
Olinger, Gilbert	Model/IVC	25.00	01/19/16-06/30/16
Orozco Pacheco, Reina	Tutor/SC	15.00	02/15/16-06/30/16
Ossia, Kamran	Tutor/SC	12.00	02/15/16-06/30/16
Park, Yeo Joon	Tutor/IVC	11.00	02/15/16-06/30/16
Quan, Jennifer	Tutor/IVC	10.50	03/01/16-06/30/16
Robbins, Valerie	Community Ed Presenter/SC	10.50	03/01/16-06/30/16
Rodriguez, Priscilla	Clinical Skills Specialist/SC	15.00	02/01/16-06/30/16
Sisola, Karissa	Clinical Skills Specialist/SC	15.00	02/01/16-06/30/16
Stenshoel, Peter	Model/IVC	25.00	01/19/16-06/30/16
Stoian, Roland	Model/IVC	25.00	01/19/16-06/30/16
Tootoonchinia, Maryam	Tutor/SC	12.00	02/15/16-06/30/16

<sup>4</sup> Mitchell and Nicholas Diamond are related.

<sup>5</sup> Related to Nehal Idris, Student Help, Division of Online Education and Learning Resources, Saddleback College.

<sup>6</sup> Ashleigh and Savannah Luschei are related to each other, and to Daniel Luschei, Tutor, Division of Online Education and Learning Resources, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS - Continued**

- The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2015/2016** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Veerabahu, Abhinand	Tutor/SC	12.00	02/15/16-06/30/16
Vreeland, Avera	Model/IVC	25.00	02/01/16-06/30/16
Wong, Shellyn	Certified Test Proctor/IVC	10.50	03/15/16-06/30/16
Yang, Peter	Tutor/SC	12.00	02/15/16-06/30/16

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION**

- ACCOUNTING ASSISTANT Classified Bargaining Unit Salary Schedule Range 118, College Fiscal Services, Irvine Valley College seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year position to its staff complement, effective April 26, 2016.
- ASSISTANT DIRECTOR OF FACILITIES-CAPITAL OUTLAY PROJECTS, a classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 14, Office of Physical Plant, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective April 26, 2016.
- LABORATORY TECHNICIAN, LIFE AND PHYSICAL SCIENCES, Classified Bargaining Unit Salary Schedule Range 122, School of Physical Sciences and Technologies, Irvine Valley College, seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year position to its staff complement, effective April 26, 2016.
- NETWORK SYSTEMS TECHNICIAN I, Classified Bargaining Unit Salary Schedule Range 132, Office of Technology Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective April 26, 2016.
- PROGRAM SPECIALIST, CATEGORICAL Classified Bargaining Unit Salary Schedule Range 130, School of Instruction, Economic and Workforce Development, Irvine Valley College seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year positions to its staff complement, effective April 26, 2016. Employment in these categorical funded positions are contingent upon funding by the Perkins Title 1C grant.
- PROGRAM SPECIALIST, CATEGORICAL Classified Bargaining Unit Salary Schedule Range 130, School of Instruction, Economic and Workforce Development, Irvine Valley College seeks authorization to establish and announce a part-time, 25 hours per week, 12 months per year positions to its staff complement, effective April 26, 2016. Employment in these categorical funded positions are contingent upon funding by the DSN grant.



**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION -**  
Continued

7. PROGRAM SPECIALIST (TEMPORARY), CATEGORICAL Classified Bargaining Unit Salary Schedule Range 130, Office of Student Development, Saddleback College seeks authorization to establish a full-time, 40 hours per week, 12 months per year position to its staff complement, effective April 26, 2016.
8. PROGRAM TECHNICIAN (TEMPORARY), CATEGORICAL Classified Bargaining Unit Salary Schedule Range 122, Office of Student Development, Saddleback College seeks authorization to establish a full-time, 29 hours per week, 12 months per year position to its staff complement, effective April 26, 2016.
9. WORKDAY HCM AND FINANCE ENTERPRISE RESOURCE PLANNING PROGRAM MANAGER, CATEGORICAL, a classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 18, Office of Business Services, District Services seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective April 26, 2016. This position is specially funded, with employment contingent upon funding by Workday project funds.

**C. AUTHORIZATION TO INCREASE HOURS ON A CLASSIFIED POSITION**

1. FOSTER AND KINSHIP CARE EDUCATION PROGRAM ASSISTANT, CATEGORICAL, Pos. #5083, Classified Bargaining Unit Salary Schedule Range 121, Division of Health Sciences and Human Services, Saddleback College seeks authorization to increase the hours per week from a part-time, 25 hours per week, 12 months per year position, to a full-time, 29 hours per week, 12 months per position, effective April 26, 2016. Employment in this categorical position is contingent upon funding by the Foster and Kinship Care Education Program Grant. (Position #5083 is appointed to Gail Janisch, ID #019964)

**D. REORGANIZATION**

1. IRVINE VALLEY COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
  - a. **ELIMINATE** OUTREACH ASSISTANT, Pos. #4937, Outreach and Recruitment, Office of Student Services, Classified Bargaining Unit Salary Schedule Range 117, part-time, 20 hours per week, 10 months per year; and **CREATE** OUTREACH ASSISTANT, Outreach and Recruitment, Office of Student Services, Classified Bargaining Unit Salary Schedule Range 117, part-time, 20 hours per week, 12 months per year position to its staff complement, effective April 26, 2016. (Pos. #4937 was approved by the Board of Trustees on January 27, 2014)
    - i. **CHANGE** DORIAN ESCAMILLA, ID #021219, Outreach Assistant, Pos. #4937, Outreach and Recruitment, Office of Student Services, Classified Bargaining Unit Salary Schedule Range 117, Step 1, part-time, 20 hour per week, 10 months per year; to Outreach Assistant, Outreach and Recruitment, Office of Student Services, Classified Bargaining Unit Salary Schedule Range 117, Step 1, part-time, 20 hour per week, 12 months per year, effective April 26, 2016.

**E. TEMPORARY INCREASE IN HOURS**

1. JANISCH, GAIL, 019964, Foster and Kinship Care Education Program Assistant, Categorical, Pos. #5083, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 25 hours per week, 12 months per year, Division of Health Science and Human Services, Saddleback College, has been given a temporary increase in hours to 29 hours per week as Foster and Kinship Care Education Program Assistant, Categorical, Pos. #7889, effective March 7, 2016. Employment in the categorical funded position is contingent upon the Foster and Kinship Care Education Program grant.

**F. CHANGE OF STATUS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
  - a. ANSTADT, MARY, ID #010795, Program Coordinator, Categorical, Pos. #4659, Classified Bargaining Unit Salary Schedule Range 134, Step 6, 40 hours per week, 12 months per year, Division of Business Sciences, Economic and Workforce Development, Saddleback College, is to be employed as Grant Project Manager (Career Pathways), Specially Funded, Pos. #7011, a classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 9, Step 3, 40 hours per week, 12 months per year, Division of Advanced Technology and Applied Sciences, Saddleback College, effective April 1, 2016. This position was approved by the Board of Trustees on October 26, 2015, with employment contingent upon funding by the Career Pathways Grant.
  - b. BOSTWICK, TAMERA, ID #013397, Senior Administrative Assistant, Pos. #3235, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, School of Academic Programs and Economic and Workforce Development, Irvine Valley College, is to be employed as Program Coordinator (AANAPISI), Categorical, Pos. #7476, Classified Bargaining Unit Salary Schedule Range 134, Step 4, 40 hours per week, 12 month per year, Learning Assistance Program, School of Liberal Arts, Irvine Valley College, effective April 13, 2016. This position was approved by the Board of Trustees on January 25, 2016, with employment contingent upon funding by the Asian American, Native American and Pacific Islander Serving Institution grant.
  - c. WEBSTER, PATRICK, ID #017528, Counseling Office Assistant, Pos. #3238, Classified Bargaining Unit Salary Schedule Range 115, Step 2, 29 hours per week, 12 months per year, Office of Transfer, Career and Special Programs and Services, Saddleback College, is to be employed as Program Student Services Specialist, Categorical, Pos. #6575, Classified Bargaining Unit Salary Schedule Range 125, Step 1, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College, effective April 5, 2016. This position was approved by the Board of Trustees on July 20, 2015, with employment contingent upon funding by DOL/TACCCT Grant.

**F. CHANGE OF STATUS - Continued**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- d. ZAKARYAN, KARINE, ID #011437, Admissions and Records Specialist II, Pos. #4459, Classified Bargaining Unit Salary Schedule Range 120, Step 6, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, is to be employed as Admissions and Records Evaluator, Categorical, Pos. #5122, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, effective April 6, 2016. This position was approved by the Board of Trustees on December 15, 2014, with employment contingent upon government special funding of the Student Success and Support Program.

**G. OUT OF CLASS ASSIGNMENTS**

1. IRVINE VALLEY COLLEGE placed the following permanent Classified employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A and/or Article 6.6 of the P.O.A. Contracts and Board Policy).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Khandan, Nasser	Senior Administrative Assistant: DSPS	127/1	40	04/18/16
Munoz, Marina	Extended Opportunity Prog. Specialist	121/3	40	04/01/16

2. SADDLEBACK COLLEGE placed the following permanent Classified employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A and/or Article 6.6 of the P.O.A. Contracts and Board Policy).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Sauter, Brooke	Program Outreach Specialist	131/5	40	04/01/16

3. DISTRICT SERVICES placed the following permanent Classified employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A and/or Article 6.6 of the P.O.A. Contracts and Board Policy).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Sheybani, Sara	Dist. Workers' Comp/Safety Manager	9/1	40	04/01/16

4. SADDLEBACK COLLEGE returned the following permanent Classified employee/s from a temporary, out of class assignment, back to their permanent assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A and/or Article 6.6 of the P.O.A. Contracts and Board Policy).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Yang, Karen	Administrative Assistant	121/6	40	04/04/16

**H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. BETTENCOURT, JAMES, ID #018780, Night Facilities Operations Supervisor, Pos. #4593, Office of Physical Plant, Irvine Valley College, resignation effective April 25, 2016. Payment is authorized for any compensated time off. (Permanent Start date: July 12, 2012)
2. EDWARDS, JOHN, ID #010889, Director of Site Development, Special Funded, Pos. #5076, Office of Facilities, Planning and Purchasing, Irvine Valley College, resignation effective July 5, 2016 and retirement effective July 6, 2016. Payment is authorized for any compensated time off. (Permanent Start date: July 5, 2000)
3. GRIBBEN, AARON, ID #021634, Office Assistant, Pos. #3149, DSPS, School of Guidance and Counseling, Irvine Valley College, resignation effective April 4, 2016. (Probationary Start date: November 18, 2015)
4. KIRSTEN, DONA, ID #016483, Senior Administrative Assistant, Pos. #3335, Division of Mathematics, Sciences and Engineering, Saddleback College, resignation effective June 30, 2016 and retirement effective July 1, 2016. Payment is authorized for any compensated time off. (Permanent Start date: January 19, 2010)
5. SMITH, STEPHANIE, ID #021516, Senior Matriculation Specialist, Pos. #5127, School of Admissions, Records and Enrollment Services, Irvine Valley College, resignation effective April 1, 2016. Payment is authorized for any compensated time off. (Probationary Start date: September 28, 2015)
6. WENZEL, SHERI, ID #018542, Program Senior Accounting Specialist, Categorical, Pos. #6518, Grants and Contracts, Office of Administrative Services, Saddleback College, resignation effective April 5, 2016. Payment is authorized for any compensated time off. (Permanent Start date: January 4, 2012)

**I. VOLUNTEERS**

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Advanced Technology and Applied Sciences, Advanced Technology & Education Park  
Coon, John

Business Science, Online and Extended Education, Irvine Valley College  
Addington, Tania                      Cohen, Sheri                      Gonzalez, Raylene  
Reyes Moreno, Luis

Community Education, Emeritus, and K-12 Partnership, Saddleback College  
Greenup, Breanna                      Rattay, Kurtis

Fine Arts & Media Technology, Saddleback College  
Ayers, Haley                      Fine, Chris                      Greer, William  
Klingbeil, Kenton                      Kovaleva, Lyuba                      Melody, Cecelia  
Riopelle, Meghan                      Vanderwarker, Paige                      Zajec, Emma

Humanities and Languages, Irvine Valley College  
Bunnell, Miki                      Guiotoko, Lisa                      Inoue, Kazuma  
Sannomiya, Akie

**I. VOLUNTEERS - Continued**

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Kinesiology and Athletics, Saddleback College

Ontiveras, Casey

Life Sciences, Irvine Valley College

Dunkle, Kelly

Estrada, Sharon

Sitton, Nicholas

School of the Arts, Irvine Valley College

Toland, Nancy

Yuen, Alan

Social and Behavioral Sciences, Irvine Valley College

Foelsch, Melody

Lopez, Itzel

Ryan, Casey

## ATTACHMENT 1

South Orange County Community College District

**WORKDAY HCM/FINANCE ENTERPRISE RESOURCE PLANNING PROGRAM MANAGER, CATEGORICAL – JC # , Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 18**

### DEFINITION

Provide leadership in the implementation, management and support of the Workday Enterprise Resource Planning (ERP) program, consisting of the Workday HCM/Finance system and related third-party modules that integrate with and extend the functionality of the Workday program for the management information systems of SOCCCD's District Services; ensure transparency, integrity and collaboration in Workday processes and systems that create, transform, retain, consume, analyze and share information as well as educate and instill best practices in business process management; plan, organize, control, conduct and direct operations and activities involved in all aspects of the Workday program; conduct the necessary research, review, analysis, interpretation and reporting of information and processes used in managing the program's effectiveness and recommend changes as needed; develop and implement related methods, projects, procedures, and transaction and reporting systems as appropriate.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example, actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among staff and promote an organizational culture of customer service and quality services.

### DISTINGUISHING CHARACTERISTICS

The Workday ERP Program Manager coordinates and manages the governance and operational aspects of the HCM/Finance ERP program at SOCCCD, including vendor management (Workday, other software vendors and consultants associated with the program), change management, ongoing upgrade cycles, and communication with the Workday steering committee. Additionally, this position coordinates and manages the program activities among District Services functional areas (Human Resources and Business Services), college functional user areas, and District Information Technology.

This classification is distinguished from other district classifications in that the position assigned to this classification is funded by categorical, not district, funds. The incumbent assigned to this position does not accrue seniority with the District and is hired only for the duration of the project.

### SUPERVISION RECEIVED AND EXERCISED

Receive general direction from the Vice Chancellor of Business Services or Chancellor's designee; receive technical work direction from the Director of Information Technology-Administrative Systems.

Exercise functional and technical supervision over internal and contracted staff as assigned; provide training and technical work direction to members of program committees as required.

### EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide leadership and guidance in the management of the Workday HCM/Finance Enterprise Resource Planning (ERP) Program systems in accordance with laws, regulations, District policy and collective bargaining agreements, ensuring that the systems meet business requirements and fulfill program goals.

Provide leadership and guidance to the Workday HCM/Finance Enterprise Resource Planning (ERP) Program's team members to the satisfaction of program stakeholders and executive sponsors.

South Orange County Community College District  
Page 2 - Workday HCM/Finance ERP Program Manager, Categorical

Train and provide work direction to others as assigned; delegate and review work assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work; motivate staff and resolve conflicts within the group.

Participate in the evaluation, configuration, testing, and deployment of post-implementation upgrades to existing Workday ERP applications; ensure that all new program services are reviewed by the appropriate technology committee(s) so that relevant constituencies are informed and have the opportunity to provide feedback.

Provide consultation to administrators, personnel, committees and others concerning staffing and organizational planning, effectiveness, and decision-making; respond to inquiries, resolve issues and conflicts, and provide detailed and technical information concerning related data, research, projects, reports, studies, systems, practices, measures, programs, policies and procedures.

Implement, monitor and review the program in support of business services improvement; establish and maintain related time lines and priorities; assist administrators in assuring efficient progress of planning activities; resolve related issues, conflicts and discrepancies in a proper and timely manner.

Coordinate activities between functional user areas and District Information Technology regarding Workday ERP ongoing operations and upgrade cycles.

Manage the Workday ERP support structure and issue-escalation process to ensure that reported problems are resolved in a timely manner.

Ensure that a viable Workday ERP change control process is active and functioning appropriately.

Identify and recruit program participants and/or stakeholders as needed.

Prepare and present status and progress reports to executive sponsors and the Workday ERP steering committee.

Provide technical information and assistance to the Vice Chancellor of Business Services regarding business services activities, needs and issues; assist in the formulation and development of policies, procedures and programs.

Assist in contract negotiations with software vendors and implementation service providers as needed.

Attend, conduct and participate in various meetings and committees; prepare and deliver oral presentations.

Identify staffing needs and make appropriate staffing recommendations.

Ensure that training sessions, seminars, and workshops related to the program are scheduled and communicated to appropriate staff.

Serve as a liaison to ERP vendors and implementation consultants.

Monitor service levels of ERP vendors and consultants and ensure that standards and service level agreements are being met.

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Page 3 - Workday HCM/Finance ERP Program Manager, Categorical

Collaborate with ERP vendors and consultants to resolve cost, schedule, performance, and quality issues in ERP applications or vendor processes.

Manage program risks and develop mitigation plans as required.

Create and maintain program documents in SharePoint, such as project plans, implementation plans, training plans, testing plans, bug lists, enhancement lists and documentation libraries.

Participate in ERP online communities, user groups, and vendor conferences and events as appropriate.

Operate a variety of office equipment including computers and a variety of specialized systems and software; participate in developing, selecting and upgrading computer systems as directed.

Maintain an understanding of current research methodologies and practices, and applications of technology pertaining to the areas of responsibility.

Perform other related duties as assigned.

## QUALIFICATIONS

### EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

A bachelor's degree from an accredited college or university with a major in business, software engineering, computer science, information technology or a closely-related field is required. A master's degree in a related field is desirable.

#### Experience:

At least five years of progressively-responsible professional experience in Enterprise Resource Planning (ERP) systems administration and/or ERP configuration, including experience in working with and coordinating business units and information technology organizations in an ERP environment, including implementations, upgrades and post-implementation administration of ERP applications is required. Experience with Workday HCM and Finance is highly desirable.

#### Licenses or Other Requirements:

Valid California driver's license.

Project management certification, such as the Project Management Professional (PMP) is desirable.

#### Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Basic Human Resources, Financial and Payroll functions and operations.

Business process analysis and design

Computer systems and software applications related to area of assignment, including capabilities and limitations, database management, spreadsheets, word processing, and specialized software applications.

Continuous Process Improvement and Total Quality Management methodologies.

Correct English composition, grammar, spelling, and vocabulary.



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Page 4 - Workday HCM/Finance ERP Program Manager, Categorical

Knowledge of:

Cost/benefit analysis techniques.  
Current information technology capabilities, characteristics, systems, and practices.  
Database administration  
Enterprise level ERP systems architecture, technology, and function.  
Human Resources principles, functions and business process.  
Information architecture  
Interpersonal skills including tact, patience and diplomacy.  
Latest trends in Information Technology, including multimedia design and development techniques.  
Mainframe computers, off-the-self software and their relationships.  
Mission, functions, operations and services of a community college district.  
Modern computer hardware and peripherals.  
Modern computer platforms, operating systems, servers, human resources systems and applications software.  
Modern information technology as it relates to processing, recording, monitoring, managing, reporting, and maintaining business systems, programs, operations and activities, in an integrated environment.  
Oral and written communication skills, including public speaking and presentation.  
Planning and organizational skills.  
Preparation, publication and distribution of informational and promotional materials.  
Principles and practices of financial record keeping and reporting.  
Principles of administration, supervision and training.  
Principles, standards, procedures, methods and techniques of computer system analysis and design, application programming, documentation, project management and system/software maintenance.  
Procedures used to establish an efficient reporting and informational environment including storage and maintenance of historical data.  
Project management theory and practice.  
Report preparation procedures and techniques.  
State and federal laws and District policies affecting information technology, business services and human resources, including reporting requirements.  
Statistical procedures and mathematical concepts.  
Systems and applications administration  
Testing techniques for software-based systems.  
Thorough knowledge of application development lifecycles  
Training techniques for software-based systems.  
Use, capability, characteristics and limitations of computers and related software.  
User interface design

Ability to:

Analyze complex situations accurately and adopt an effective course of action.  
Assure compliance with State and federal laws and District policies.  
Collect, compile, and analyze data.  
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.  
Compose clear, concise and accurate formal reports, procedures, instructions, training materials, correspondence and other materials.  
Demonstrate competent use of computers, including project management, personal productivity and basic office software.

South Orange County Community College District  
Page 5 - Workday HCM/Finance ERP Program Manager, Categorical

Ability to:

Effectively plan, develop, implement and evaluate programs, services and activities for the area of assignment.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Envision, conceptualize, plan, develop, implement, enhance, modify, manage, troubleshoot, maintain and evaluate the District's human resources information systems.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Gather, analyze and interpret facts and complex situations accurately to arrive at sound and logical conclusions and recommendations.

Identify program requirements and determine how to correlate requirements with user objectives and work processes.

Identify, evaluate and resolve complex system problems.

Interface with user groups to determine and develop computer solutions to administrative issues and information needs.

Interpret, apply and explain and comply with District policies and legal regulations and requirements.

Keep abreast of current information technologies and best practices.

Keep abreast of the policies, procedures, functions, operations, programs, activities and services of business services and human resources.

Lead and facilitate group meetings effectively.

Learn and implement District and college policies and procedures.

Learn District and college organization, operations, and objectives.

Maintain current knowledge of technological advances in the field.

Maintain the security of confidential materials.

Monitor the work of external contractors and assure conformance to contract requirements.

Operate computer applications software including database management, spreadsheet, word processing and software related to area of assignment.

Operate office equipment such as computer, printer and scanner.

Organize, coordinate and manage complex projects.

Plan and organize work

Prepare and administer budgets for assigned program areas as assigned.

Prepare and present complex ideas and processes both orally and in written form.

Prepare and present oral and written reports and recommendations.

Program in current generation programming languages.

Provide information and direction to others with varying levels of information technology knowledge.

Relate effectively to people of varied academic, cultural, and socio-economic background using tact, diplomacy, and courtesy.

Sort through technical issues and develop cost-effective, effective and reliable solutions.

Train, supervise and evaluate the performance of assigned personnel.

Understand and effectively and collaboratively work in a multi-college environment, as well as within a system of community college districts.

Use independent judgment to plan and accomplish goals.

Work confidentially with discretion.

Work effectively with other to achieve common goals.

Work independently with little direction.

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Page 6 - Workday HCM/Finance ERP Program Manager, Categorical

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

Work Environment

Typically, duties are performed in an office environment while sitting at a desk or computer workstation. Incumbents are subject to frequent contact in person and on the telephone with District or college administrative, management, supervisory or classified staff. Work requires travel to other offices or locations to attend meetings or conduct work. Must be able to work effectively under changing situations and demanding timelines.

Physical Demands

Typically must sit for long periods, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, remember key information and concentrate for prolonged periods; see to read all printed materials including fine print, computer screen and electronic displays; hear and understand voices to conduct face-to-face and telephone conversations; speak in an understandable voice with sufficient volume to be heard within a normal conversational distance, on the telephone, and when addressing groups; transport self to places necessary to perform work and regularly lift, carry and/or move objects weighing up to 10 pounds.

Evaluative Criteria: Education: 40%; Experience: 30%; Knowledge: 30%

Finalized by Marlys Grodt and Associate, April 13, 2016  
Approved by the Board of Trustees,

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** SOCCCD: 2016-2017 Full-Time Faculty Hiring Amendments - Irvine Valley College and Saddleback College

**ACTION:** Approval

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### **BACKGROUND**

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). The Board approved the 2016-2017 full-time faculty hiring list on October 26, 2015, with authorization for recruitment through academic year 2017-2018.

### **STATUS**

Due to the resignation of a DSPS Counselor effective the end of the 2015-2016 academic year, the IVC College President has reviewed the faculty hiring needs for the college and has submitted to the Chancellor his recommendation to amend the hiring list for 2016-2017 to add one (1) DSPS Counselor position in the School of Guidance & Counseling in order to fill the resulting vacancy. Due to a vacancy created by the mid-semester resignation of a full time Distance Librarian, the SC College President has reviewed the faculty hiring needs for the college and has submitted to the Chancellor his recommendation to amend the hiring list for the Division of Online Education & Learning Resources to add one (1) Distance Librarian position.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve amendments to the 2016-2017 full-time faculty hiring lists for IVC and SC to add one (1) DSPS Counselor position to fill a vacancy in IVC's School of Guidance & Counseling; and to add one (1) Distance Librarian position to fill a vacancy in SC's Division of Online Education & Learning Resources. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the college president and approved by the chancellor.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Sabbatical Revision  
**ACTION:** Approval

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### **BACKGROUND**

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section H, of the Academic Employee Master Agreement.

On January 25, 2016, the Board of Trustees approved the sabbatical projects of 21 faculty members for the 2016-2017 academic year, including Thomas Pestolesi, Kinesiology and Health Instructor/Head Volleyball Coach, School of Kinesiology, Health, and Athletics at Irvine Valley College, for the fall 2016 semester.

### **STATUS**

For professional reasons, Mr. Pestolesi has submitted a revised sabbatical proposal modifying the list of universities that he will include in his project to study university level intercollegiate volleyball programs. Exhibit A describes the revised proposal.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the revision to Thomas Pestolesi's sabbatical proposal as shown on Exhibit A.

South Orange County Community College District  
**Revision to 2016-2017 Sabbatical Project**

**TOM PESTOLESI**

Kinesiology/Health/Athletics  
Irvine Valley College  
Fall 2016

**TITLE: A Study of University Level Intercollegiate Volleyball Programs**

GOALS and OBJECTIVES:

1. Analyze curriculum examining methods to improve instruction in Athletics-related courses at Irvine Valley College.
2. Observe and analyze Intercollegiate Volleyball programs at the University level to improve my coaching techniques and training methods, and for the benefit of our student-athletes' competitive opportunities and placement at the university level.
3. Improve classroom/lecture instruction in Athletics-related curriculum.
4. Observe and analyze different methods of training in the gym, weight room and mental preparation for University level volleyball programs.

ACTIVITIES:

- Observe and take detailed notes and video of volleyball training in the various aspects of coaching a University level program.
- Visit top national programs: UC Davis, UC Irvine, UC Santa Barbara, UCLA and the University of Hawaii.

PRODUCTS:

1. Exposure to these different programs will improve my teaching and coaching helping with organization, new techniques and tactics.
2. I am hoping to learn different and current training methods for Intercollegiate Volleyball. I will learn new methods and technology to improve match preparation and new techniques for strength training specific to the sport of volleyball.
3. These topics, and many others, will be reviewed and analyzed in a campus-by-campus report that will also include an overview of common elements and philosophies at the university level.

**TO:** Board of Trustees

**FROM:** Gary L. Poertner, Chancellor

**RE:** Irvine Valley College: 2016-2017 Professors of the Year

**ACTION:** Information

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### **BACKGROUND**

The James Hines Teacher of the Year Foundation annually provides substantial awards to Orange County's outstanding classroom teachers. The awards honor teachers who have inspired and enabled students to improve their lives in ways specifically attributed to the teachers. Each year among the honorees is an Orange County community college faculty member currently employed in one of the Orange County community college districts. Nominees for the community college award are selected by the community colleges in Orange County.

### **STATUS**

For the selection process for the community college award, Irvine Valley College follows the guidelines established by the Orange County Department of Education. A committee to screen nominees was formed by the Associated Students of Irvine Valley College. The committee included administrators, faculty, and students who made the final selection. The name of the full-time professor was forwarded to the academic senate at Irvine Valley College and was approved by the senate.

Irvine Valley College is proud to announce Rebecca Beck, School of Languages & Learning Resources, as the 2016-2017 Full-Time Professor of the Year; Rocio Giráldez Betrón, School of Languages & Learning Resources, as the Part-Time Professor of the Year; and Kathryn Kramer as the Emeritus Institute Professor of the Year.

The nomination for Rebecca Beck, full-time professor of the year for Irvine Valley College, has been forwarded to the Orange County Department of Education for consideration in the county-wide competition.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** Saddleback College and Irvine Valley College: Speakers  
**ACTION:** Information

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**BACKGROUND**

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.



**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
3/16/16 6:00pm	VIL-25-2	Sean Selff	AUTO 227 Automotive Service Management	Bob Selff	Automotive Management Practices and Ethics at the Dealership Level

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
4/4/16 4:00 pm	BSTIC 117	John Russo	MGT 135 Principles of Marketing	Kinnari Bhavsar	Marketing
4/19/16 5:00 pm	BSTIC 118	Bennet Tchaikovsky	Accounting Society Club	Stephanie Devoy	The Transferring Process and Transition from IVC to CSUF, and Experience Working at Grant Thornton
4/26/16 7:00 pm	BSTIC 103	Kim Harkins	ARTH 1 History of Photography	John Upton	The Golden Decade: Photography at the California School of Fine Arts 1945-1955

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Basic Aid Report  
**ACTION:** Information

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### **BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

### **STATUS**

As of March 31, 2016, total estimated Basic Aid receipts are \$620.4M and total approved projects are \$613.9M as shown in EXHIBIT A. The balance of \$6.5M is the reserve for unrealized tax collections and returned funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

The total change of \$36,790 from the March, 2016 report includes the return of unallocated Basic Aid funds for the Virtual Desktop project.

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
April 25, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
<b>CLOSED PROJECTS</b>							
SOCCCD Virtual Desktop (2014)	49,840				13,050		36,790
<b>CLOSED PROJECTS TOTAL</b>	<b>207,737,690</b>	<b>189,362,416</b>	<b>7,620,206</b>	<b>1,110,185</b>	<b>8,515,658</b>	<b>1,101,287</b>	<b>27,939</b>
<b>CAPITAL PROJECTS</b>							
ATEP Building Demolition (2007)	13,700,000	1,513,289	781,124	109,025	1,744,947	2,741,440	6,810,175
ATEP First Building Phase 3A (2011)	24,700,000				761	336,973	24,362,266
ATEP Operating Budget* (2006)	13,464,683	10,398,626	507,119	564,290	579,960	622,701	791,988
ATEP Site Development (2013)	7,000,000			693,427	681,207	986,687	4,638,678
ATEP Staffing, Equipment, Program Development (2007)	891,611	538,040	291,119	7,785	14,204	2,026	38,437
ATEP Utilities/Infrastructure Phase I (2016)	7,000,000						7,000,000
IVC A200 Success Center (2014)	505,005						505,005
IVC A400 Bldg Remodel (2011)	13,013,000		28,153	608,333	953,102	5,695,412	5,728,000
IVC B200 Classroom Wing & Labs (2015)	400,000						400,000
IVC B400 Labs and Entrance Controls (2015)	410,000					1,600	408,400
IVC Defects Performing Arts Center (2014)	1,400,000				2,611	54,736	1,342,653
IVC Design and Install Entrance from Barranca (2003)	2,850,000	97,171	143,803	25,074	67,052	38,525	2,478,375
IVC Fine Arts Building (2008) - State Delay, Future Project request	856,278	61,278					795,000
IVC Health Center/Concessions Building (2016)	400,000						400,000
IVC Life Sciences Project (2004)	2,490,000	1,323,367	(1,169,892)				347,345
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Athletic Stadium (2015)	18,000,000					73,205	17,926,795
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000		-	12,320	14,990	1,702,050	892,639
SC Building Repairs - ATAS Building (2003)	17,435,313	167,224	94,380	167,292	405,643	86,693	16,514,081
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687			124,917	519,146	1,532,643	8,072,982
SC Central Plant/CoGen Upgrade (2015)	750,000					12,503	737,497
SC Data Center Project (2016)	2,905,108						2,905,108
SC Demolition and Upper Quad Remodel (2008)	1,000,000						1,000,000
SC Digital Security Access (2015)	650,000						650,000
SC Fine Arts HVAC, Interior Improvements, Outdoor Theater (2016)	2,750,000						2,750,000
SC Fine Arts HVAC Renovation (2013)	4,950,000			2,754	76,091	216,891	4,654,264
SC Fire Alarm System (2015)	500,000						500,000
SC Golf Driving Range Net Replacement (2005)	300,000	106,750	19,300	42,520			131,430
SC LRC Defects (2015)	750,000						750,000
SC New Gateway Building (2013) (Match)	890,000						890,000
SC Sciences Building (M/S/E annex) (2003)	67,358,346	288,159	1,840,003	295,740	7,324,533	28,145,264	29,464,647
SC Storm Drain Repairs (2013)	9,138,000						9,138,000
SC Site Improvements (2008)	20,525,000	218,441	-	1,464	107,278	72,609	20,125,207
SC PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000			10,710	3,495	2,438	733,357
<b>CAPITAL PROJECTS TOTAL</b>	<b>248,266,031</b>	<b>14,712,343</b>	<b>2,535,109</b>	<b>3,359,197</b>	<b>14,911,189</b>	<b>41,203,863</b>	<b>171,544,329</b>
<b>SCHEDULED MAINTENANCE</b>							
IVC Library Exterior (2013)	275,000				1,830	5,289	267,881
IVC Lighting & Walkways (2013)	795,055				332,278	170,531	292,246

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
April 25, 2016**

<b>Project Description</b>	<b>Approved Amount</b>	<b>1999/2011 Actual</b>	<b>2011/12 Actual</b>	<b>2012/13 Actual</b>	<b>2013/14 Actual</b>	<b>2014/15 Actual</b>	<b>Balance Remaining for 2015/16</b>
IVC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600			702	43,312	30,565	268,021
SC 12KV Elec Distr Repair (2014)	200,000					70,189	129,811
SC Central Plant (2013)	750,000			61,780	23,875	109,072	555,273
SC HVAC PE 100 (2014)	800,000						800,000
SC Athletics Stadium Renovation (2014)	725,000					2,841	722,159
SC PE Complex (2013)	500,000						500,000
<b>SCHEDULED MAINTENANCE PROJECTS TOTAL</b>	<b>4,881,005</b>	<b>-</b>	<b>-</b>	<b>62,482</b>	<b>401,295</b>	<b>388,487</b>	<b>4,028,741</b>
<b>IT PROJECTS</b>							
Campus Desktop Refresh (2013)	4,249,334			648,198	843,987	1,913,336	843,813
Campus Desktop Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600					35,906	417,694
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600						115,600
SOCCCD Awards Management System (2013)	500,000			303,641	154,230		42,129
SOCCCD Classroom Tech & Audio Visual SC	978,750						978,750
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000						735,000
SOCCCD Data Backup and Disaster Recovery (2016)	900,000						900,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720			230,118	396,373	222,358	745,871
SOCCCD District IT Back Office Automation (2016)	210,000						210,000
SOCCCD District-wide Automatic Email Archive (2015)	165,000					80,752	84,248
SOCCCD District-wide Hardware Refresh (2014)	505,000				484,919	4,414	15,667
SOCCCD District-wide Network Security (2015)	369,895					322,157	47,738
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000					832,393	117,607
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658			446,032	3,460,657	2,243,712	834,257
SOCCCD Enterprise Backup Solution (2014)	150,000				24,933		125,067
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000			31,386			118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	12,377,000		16,131	150,433	1,971,236	5,586,580	4,652,619
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
MySite Help System	20,000			420	5,946		13,635
Unified Communications System	50,000			14,400			35,600
IT Contingency	907,328			31,800	32,800		842,728
SOCCCD IT Basic Aid Projects (2013)	977,328			46,620	38,746	-	891,963
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	5,571,957	1,745,944	888,629	136,099	11,747	390,394
SOCCCD Master Calendar Integration (2014)	300,000				58,500	677	240,823
SOCCCD Matriculation SEP System (2013)	100,000			332			99,668
SOCCCD MySite Message Customization (2014)	150,000					143,917	6,083
SOCCCD MySite Security (2014)	302,000				47,280	164,662	90,058
SOCCCD New Library System (2014)	100,000				21,909	62,088	16,003
SOCCCD New Student Print Solution (2016)	238,921						238,921
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000						201,000
SOCCCD Positive Attendance Hours (2016)	198,000						198,000
SOCCCD Refresh MDF and IDF SC	250,000						250,000
SOCCCD Server and Storage SC	200,000						200,000
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000					-	925,000
SOCCCD Student Early Alert System (2016)	226,800						226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000						600,000

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
April 25, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
SOCCCD Student Information System Enhancement (2013-2015)	6,326,400			1,047,013	1,720,024	1,379,858	2,179,505
SOCCCD Student Success Dashboard (2014)	550,000				52,324	382,882	114,794
SOCCCD Support Multiple Prerequisites (2015)	302,400					12,584	289,816
SOCCCD System Testing and Stability (2016)	377,000						377,000
SOCCCD Tableau for Data Visualization (2016)	270,000						270,000
SOCCCD Unified Student ID Card (2016)	452,000						452,000
SOCCCD Waitlist Modification (2014)	514,600				249,920		264,681
SOCCCD Wireless Coverage Expansion (2015)	738,000					30,452	707,548
SOCCCD Workday Big Data (2016)	170,000						170,000
SOCCCD Workday Student BPA Sessions (2016)	227,800						227,800
SOCCCD Workday Student Influencer Program (2016)	375,000						375,000
<b>IT PROJECTS TOTAL</b>	<b>57,731,326</b>	<b>5,571,957</b>	<b>1,762,075</b>	<b>3,848,454</b>	<b>9,661,137</b>	<b>13,508,391</b>	<b>23,379,312</b>

<b>OTHER ALLOCATIONS</b>							
SOCCCD Design/Build Specialty Consultant (2013)	525,000		13,300	91,725		66,635	353,340
SOCCCD Dist Union Offices (2014)	162,750					29,115	133,635
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	400,000						400,000
SOCCCD District-wide Mapping (2015)	400,000						400,000
SOCCCD District-wide Parking Study (2016)	200,000						200,000
SOCCCD District-wide Sustainability/Energy Planning (2016)	200,000						200,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000				145,830		204,170
SOCCCD DSA Project Close Out (2013)	400,000			12,256	14,334	6,940	366,469
SOCCCD Facilities Software System (2013)	1,129,000			309,248	65,550	37,326	716,876
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000				3,040		206,960
SOCCCD Insurance Deductibles (2014)	300,000				100,000	100,000	100,000
SOCCCD Lease/Leaseback Consultant (2013)	425,000			8,531	9,265		407,204
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	710,000	149,494	117,900	100,578	110,074	106,955	124,998
SOCCCD Legal Counsel Facility Related Issues (2013)	900,000			35,073	2,804	36,405	825,719
SOCCCD Pension Rate Stabilization Program (2016)	14,500,000						14,500,000
SOCCCD Pre-Planning and Investigation (2015)	200,000					3,343	196,657
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,598,988	1,398,988	-	354,083	-	389,456	456,461
SOCCCD Retiree Benefits (2001 - present)	63,627,683	35,417,938	2,600,000	18,489,745	3,520,000	-	3,600,000
<b>OTHER ALLOCATIONS TOTAL</b>	<b>87,238,421</b>	<b>36,966,420</b>	<b>2,731,200</b>	<b>19,401,240</b>	<b>3,970,898</b>	<b>776,174</b>	<b>23,392,489</b>

<b>BASIC AID PROJECT TOTALS</b>	<b>613,940,790</b>	<b>254,217,711</b>	<b>15,040,767</b>	<b>27,810,106</b>	<b>37,475,247</b>	<b>56,987,361</b>	<b>222,409,599</b>
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Commitments	390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	63,292,500
Cumulative Commitments	390,693,234	380,742,189	451,148,297	505,341,710	550,648,290	613,940,790
Receipts	393,955,568	39,301,044	46,888,399	43,788,270	51,659,425	44,769,086
Cumulative Receipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620,361,792
Cumulative Expenses	254,217,711	269,258,477	297,068,583	334,543,830	391,531,191	613,940,790
Uncommitted Basic Aid Funds	139,737,857	163,998,135	183,076,428	189,389,451	184,061,515	6,421,002

<i>Change from March 2016 Report:</i>	<i>Approved Amount</i>					<i>Commitment Change</i>
SOCCCD Virtual Desktop (2014)	36,790					36,790
<b>Total Change from March 2016 Report</b>	<b>36,790</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>36,790</b>

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Monthly Financial Status Report  
**ACTION:** Information

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through March 31, 2016 (EXHIBIT A). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of March 31, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	5,904,276	1,565,031	26.51%
State Sources	8600-8699	40,668,609	46,758,602	38,813,315	83.01%
Local Sources	8800-8899	211,271,019	211,267,823	136,704,752	64.71%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		256,312,231	263,930,701	177,083,098	67.09%
INCOMING TRANSFERS	8980-8989	0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		\$ 311,302,191	318,920,661	232,073,058	72.77%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,447,234	78,709,175	58,978,688	74.93%
Other Staff Salaries	2000-2999	47,529,117	50,110,753	30,769,838	61.40%
Employee Benefits	3000-3999	42,775,271	43,821,821	29,819,440	68.05%
Supplies & Materials	4000-4999	6,043,484	6,490,082	2,156,150	33.22%
Services & Other Operating	5000-5999	40,832,036	40,473,020	14,864,753	36.73%
Capital Outlay	6000-6999	13,129,549	13,779,736	2,946,297	21.38%
Payments to Students	7500-7699	583,253	1,277,773	856,057	67.00%
Total Expenditures		\$ 227,339,944	234,662,360	140,391,223	59.83%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	1,294,468	1,094,468	84.55%
Basic Aid Transfers Out	7300-7399	57,851,978	57,851,978	3,600,000	6.22%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	59,146,446	4,694,468	7.94%
<b>TOTAL USES OF FUNDS</b>		286,190,336	293,808,806	145,085,691	49.38%
<b>ENDING FUND BALANCE</b>		\$ 25,111,855	25,111,855	86,987,367	
<b>RESERVES</b>					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	9,021,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
<b>TOTAL RESERVES</b>		\$ 25,111,855	25,111,855		

NOTE: As of March 31, 2015 actual revenues to date were **73.99%** and actual expenditures to date were **51.3%** of the revised budget to date.

**SADDLEBACK COLLEGE**  
General Fund Income and Expenditure Summary  
As of March 31, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 12,028,758	12,028,758	12,028,758	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 98,289,735	98,289,735	67,182,512	68.35%
Restricted Budget Allocation		21,297,930	24,988,095	17,314,878	69.29%
Total Revenue		119,587,665	123,277,830	84,497,390	68.54%
INCOMING TRANSFERS 8980-8989		0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		\$ 131,616,423	135,306,588	96,526,148	71.34%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 48,943,537	49,741,828	36,208,495	72.79%
Other Staff Salaries 2000-2999		24,659,956	25,519,571	15,406,659	60.37%
Employee Benefits 3000-3999		24,467,354	25,184,964	16,642,199	66.08%
Supplies & Materials 4000-4999		4,213,074	4,435,826	1,306,560	29.45%
Services & Other Operating 5000-5999		17,715,943	18,010,426	6,611,693	36.71%
Capital Outlay 6000-6999		8,752,815	9,147,131	1,766,253	19.31%
Payments to Students 7500-7699		313,744	716,842	490,721	68.46%
Total Expenditures		\$ 129,066,423	132,756,588	78,432,580	59.08%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		\$ 550,000	550,000	250,000	45.45%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		550,000	550,000	250,000	45.45%
<b>TOTAL USES OF FUNDS</b>		129,616,423	133,306,588	78,682,580	59.02%
<b>LOCATION OPERATING BALANCE</b>		\$ 2,000,000	2,000,000	17,843,568	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		\$ 2,000,000	2,000,000		

NOTE: As of March 31, 2015 actual revenues to date were **68.26%** and actual expenditures to date were **60.89%** of the revised budget to date.



**IRVINE VALLEY COLLEGE**  
General Fund Income and Expenditure Summary  
As of March 31, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	58,838,750	42,377,117	72.02%
Restricted Budget Allocation		12,513,815	16,375,991	11,299,188	69.00%
Total Revenue		71,352,565	75,214,741	53,676,305	71.36%
INCOMING TRANSFERS					
8980-8989		0	0	0	
<b>TOTAL SOURCES OF FUNDS</b>		<u>76,156,572</u>	<u>80,018,748</u>	<u>58,480,312</u>	73.08%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries		1000-1999 26,045,540	27,451,197	21,960,349	80.00%
Other Staff Salaries		2000-2999 15,116,386	16,838,407	10,143,650	60.24%
Employee Benefits		3000-3999 14,227,862	14,548,666	10,594,682	72.82%
Supplies & Materials		4000-4999 1,711,118	1,934,964	801,958	41.45%
Services & Other Operating		5000-5999 13,458,308	13,087,179	4,384,045	33.50%
Capital Outlay		6000-6999 4,129,435	4,398,990	1,061,034	24.12%
Payments to Students		7500-7699 269,509	560,931	365,336	65.13%
Total Expenditures		74,958,158	78,820,334	49,311,054	62.56%
OTHER FINANCING SOURCES/(USES):					
Debt Service		7100-7199 0	0	0	
Transfers Out		7300-7399 198,414	198,414	198,414	100.00%
Other Transfers		7400-7499 0	0	0	
Total Other Uses		198,414	198,414	198,414	100.00%
<b>TOTAL USES OF FUNDS</b>		<u>75,156,572</u>	<u>79,018,748</u>	<u>49,509,468</u>	62.66%
<b>LOCATION OPERATING BALANCE</b>		<u>1,000,000</u>	<u>1,000,000</u>	<u>8,970,844</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>1,000,000</u>	<u>1,000,000</u>		

NOTE: As of March 31, 2015 actual revenues to date were **72.30%** and actual expenditures to date were **65.08%** of the revised budget to date.

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Retiree (OPEB) Trust Fund  
**ACTION:** Information

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### **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the period ending March 31, 2016, (EXHIBIT A). The portfolio was comprised of 50.6% Fixed Funds (Bonds) and 49.4% Common Stocks (Domestic and International). The portfolio's performance increased 4.85%, ending with a fair market value of \$91,452,227, and an annualized return of 5.10% which is consistent with the market.

April 8, 2016

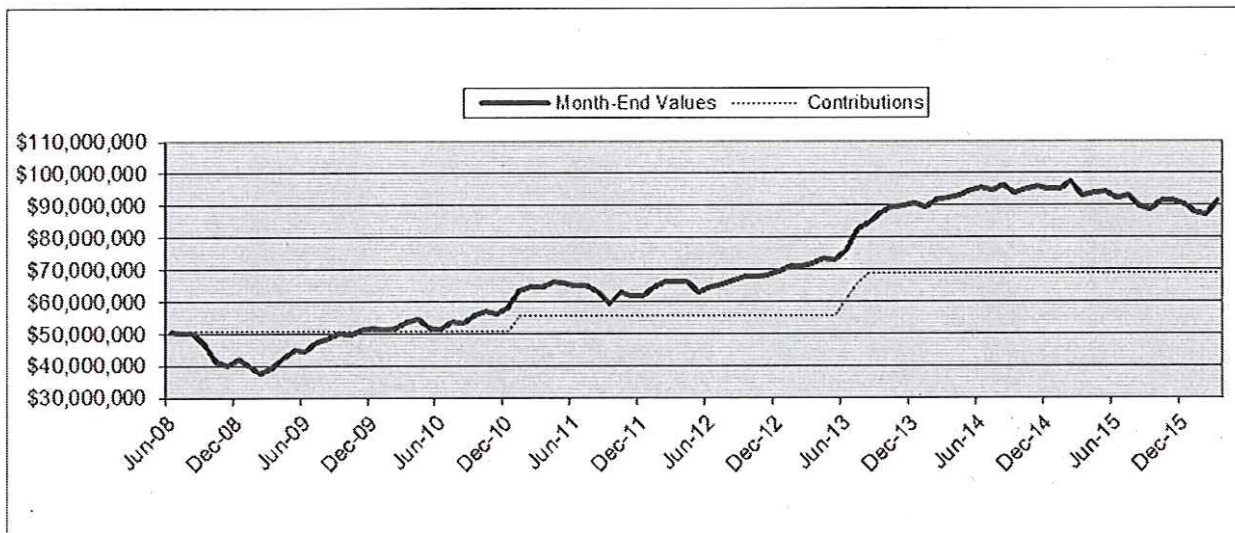
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

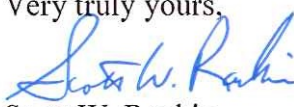
Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on March 31st of \$91,452,227.45 your portfolio's performance was up 4.85% for the month and up 5.10% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (49.4%) and fixed income funds (50.6%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>March 2016</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	4.85%	1.30%	5.10% annualized return
S&P 500	6.78%	1.35%	8.68% (Domestic Stocks)
MSCI EAFE	6.51%	-3.01%	0.57% (International stocks)
Barclays Aggregate	0.92%	3.04%	4.64% (Domestic Bonds)
Barclays Global	2.70%	5.90%	3.07% (Global Bonds)



Very truly yours,  
  
Scott W. Rankin  
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
July-13	\$ 5,000,000	\$ 65,409,811	\$ 82,877,790
August-13	\$ 3,389,913	\$ 68,799,724	\$ 84,697,024
September-13	\$ -	\$ 68,799,724	\$ 87,424,231
October-13	\$ -	\$ 68,799,724	\$ 89,609,089
November-13	\$ -	\$ 68,799,724	\$ 89,951,634
December-13	\$ -	\$ 68,799,724	\$ 90,697,726
January-14	\$ -	\$ 68,799,724	\$ 89,457,863
February-14	\$ -	\$ 68,799,724	\$ 92,015,106
March-14	\$ -	\$ 68,799,724	\$ 92,418,028
April-14	\$ -	\$ 68,799,724	\$ 93,035,180
May-14	\$ -	\$ 68,799,724	\$ 94,606,053
June-14	\$ -	\$ 68,799,724	\$ 95,689,395
July-14	\$ -	\$ 68,799,724	\$ 94,769,733
August-14	\$ -	\$ 68,799,724	\$ 96,479,698
September-14	\$ -	\$ 68,799,724	\$ 94,002,753
October-14	\$ -	\$ 68,799,724	\$ 95,339,341
November-14	\$ -	\$ 68,799,724	\$ 96,004,369
December-14	\$ -	\$ 68,799,724	\$ 95,241,531
January-15	\$ -	\$ 68,799,724	\$ 95,202,573
February-15	\$ -	\$ 68,799,724	\$ 97,642,721
March-15	\$ (4,000,000)	\$ 64,799,724	\$ 93,188,823
April-15	\$ -	\$ 64,799,724	\$ 94,125,319
May-15	\$ -	\$ 64,799,724	\$ 94,358,288
June-15	\$ -	\$ 64,799,724	\$ 92,222,506
July-15	\$ -	\$ 64,799,724	\$ 93,208,064
August-15	\$ -	\$ 64,799,724	\$ 90,108,927
September-15	\$ -	\$ 64,799,724	\$ 88,539,000
October-15	\$ -	\$ 64,799,724	\$ 91,671,410
November-15	\$ -	\$ 64,799,724	\$ 91,546,935
December-15	\$ -	\$ 64,799,724	\$ 90,246,709
January-16	\$ -	\$ 64,799,724	\$ 87,729,554
February-16	\$ -	\$ 64,799,724	\$ 87,194,244
March-16	\$ -	\$ 64,799,724	\$ 91,452,227
	<b>\$ 64,799,724</b>		

**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Quarterly Financial Status Report  
**ACTION:** Information

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**BACKGROUND**

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

**STATUS**

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of March 31, 2016 for FY 2015-2016, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-31 IQ

VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2015-2016

District: (890) SOUTH ORANGE

Quarter Ended: (Q3) Mar 31, 2016

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	192,456,241	196,304,963	211,462,493	222,535,168
A.2	Other Financing Sources (Object 8900)	3,877	0	0	0
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	192,460,118	196,304,963	211,462,493	222,535,168
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	148,087,433	147,552,068	155,345,822	186,485,616
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	37,873,228	39,024,983	45,826,804	58,550,392
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	185,960,661	186,577,051	201,172,626	245,036,008
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	6,499,457	9,727,912	10,289,867	-22,500,840
D.	<b>Fund Balance, Beginning</b>	21,095,459	27,594,916	37,322,828	47,612,695
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	21,095,459	27,594,916	37,322,828	47,612,695
E.	<b>Fund Balance, Ending (C. + D.2)</b>	27,594,916	37,322,828	47,612,695	25,111,855
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.8%	20%	23.7%	10.2%

**II. Annualized Attendance FTES:**

G.1	<b>Annualized FTES (excluding apprentice and non-resident)</b>	27,803	24,960	27,822	24,416
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

		As of the specified quarter ended for each fiscal year			
		2012-13	2013-14	2014-15	2015-2016
H.1	Cash, excluding borrowed funds		39,438,315	61,516,482	88,109,830
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1+ H.2)</b>	33,966,689	39,438,315	61,516,482	88,109,830

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	222,469,039	222,535,168	148,459,155	66.7%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	222,469,039	222,535,168	148,459,155	66.7%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	186,419,487	186,485,616	122,775,735	65.8%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	58,550,392	58,550,392	4,398,714	7.5%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	244,969,879	245,036,008	127,174,449	51.9%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>-22,500,840</b>	<b>-22,500,840</b>	21,284,706	
L	Adjusted Fund Balance, Beginning	47,612,695	47,612,695	47,612,695	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	25,111,855	25,111,855	68,897,401	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.3%	10.2%		

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

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

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>								
Year 1:								
Year 2:								
Year 3:								
<b>b. BENEFITS:</b>								
Year 1:								
Year 2:								
Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

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

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

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

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

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



**TO:** Board of Trustees  
**FROM:** Gary L. Poertner, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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**BACKGROUND**

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

**STATUS**

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT  
March 28, 2016

**CAPITAL IMPROVEMENT PLANNING**

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was complete December 2011 and that report includes an evaluation of education needs that measured planning for facilities to meet current and future needs. The 2011 EFMP report is available at the district website: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The next EFMP process is scheduled for FY 2016-2017.

**SADDLEBACK COLLEGE**

**1. SCIENCES BUILDING**

Project Description: This project is a new three story building of 51,197 assignable square feet (ASF), 81,980 gross square feet (GSF) dedicated to the Sciences programs. The Biology, Chemistry, Marine Science, Geology, Physics and Astronomy programs will all be relocated from the existing Math Science Building. The space vacated within the existing Math Sciences Building will remain inactive until funds are available for a separate capital outlay project that will reconstruct the space into additional mathematics and general instructional classroom space. The new Sciences Building, located adjacent to the Student Services Center, will consist of primarily lab classroom and support space with some lecture classroom space and offices.

Start Preliminary Plans	<b>April 2011</b>	Award Construction Contract	<b>Nov 2013</b>
Start Working Drawings	<b>March 2012</b>	Complete Construction	June 2016
Complete Working Drawings	<b>Jan 2013</b>	Advertise for FF&E	<b>Nov 2015</b>
DSA Final Approval	<b>June 2013</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

	Original	Revision	Total
Project Budget:	\$52,234,000	\$ 8,308,000	\$67,358,000
District Funding Commitment:	\$15,670,000	\$51,688,000	\$67,358,000

Anticipated State Match:	\$36,564,000	(\$36,564,000)	\$-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Status: Construction Phase, 97% Complete: Electrical and interior finishes, Site concrete and paving are nearing completion.

In Progress: FF&E furniture bids have been received and purchase orders have been issued. Minor plaster at exterior, interior wall framing, drywall, and painting all three floors is completed. Interior cabinets and finishes are *nearing completion* at all three floors. College directed AV changes and access controls.

Recently Completed: Sacking patching and sealing of all concrete walls, benches and ADA ramps and installation of security cameras and programming. *Commissioning process is nearing completion pending final reports.*

Focus: AV installation, electronic access control and security cameras. Beginning the close out process with final M&O manuals submittals. Landscaping and irrigation, and the commissioning process. Continuing the punch list process. *Complete telescope storage unit construction.*

## 2. SITE IMPROVEMENTS

Project Description: This project includes the southeast campus perimeter and central quad area including associated drainage control and landscaping renovations. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field. The existing practice fields and thrower's park will be converted to a new parking lot connecting existing lots 4A and 5A. Also included is a new site wall and repair to the campus storm water outfall on County of Orange property.

Start Preliminary Plans	<b>March 2014</b>	Award Design/Build Contract	May 2016
Start Working Drawings	June 2016	Complete Construction	April 2019
Complete Working Drwngs	Jan 2017	Advertise for FF&E	N/A
DSA Final Approval	June 2017	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/08 and 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000. On June 22, 2015 the Board approved additional funds of \$7,945,000.

	Original	Revision	Total
Project Budget:	\$13,580,000	\$7,945,000	\$21,525,000

District Funding Commitment:	\$13,580,000	\$7,945,000	\$21,525,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$13,580,000	\$7,945,000	\$21,525,000

Status: Bid and Award Phase: Request for Proposal (RFP) released to the three (3) shortlisted Design-Build Teams.

In Progress: Development of proposal phase Addenda.

Recently Completed: Issuance of Request for Proposals (RFP) for Design-Build Entities.

Focus: Review of final project scope in relation to approved project budget and review of execution timeframe. In light of known budget overage, evaluate process for upcoming interviews with the three proposing teams.

### 3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

Project Description: This project is a renovated two story building of 29,425 assignable square feet (ASF), 36,601 gross square feet (GSF). The Technology & Applied Sciences building was completed in 1991 and as early as 1992 there were reports of slab distress. This project will consist of replacing the first floor slab with a structural mat slab, upgrade the mechanical, electrical systems, replacing the exterior plaster and reinstallation of mission roof tiles. The project will also include renovations to existing instruction and support space throughout the building for Architecture, Drafting, Environmental Studies, Electronics, Automotive, and graphic Arts programs.

Start Preliminary Plans	<b>July 2005</b>	Award Construction Contract	August 2016
Start Working Drawings	<b>Sept 2011</b>	Complete Construction	March 2018
Complete Working Drwngs	<b>Dec 2013</b>	Advertise for FF&E	Oct 2017
DSA Final Approval	<b>Dec 2014</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, and 6/23/2014. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000. On June 23, 2014 the Board approved restored funding of \$8,523,000 and an additional \$2,702,000 to fully fund the project.

Original	Revision	Total
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Project Budget:	\$8,755,055	\$8,679,945	\$17,435,000
District Funding Commitment:	\$8,755,055	\$8,679,94	\$17,435,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,956,000	\$15,479,000	\$17,435,000

Status: Bid and Award Phase (On Hold): Constructability review ongoing with architect and District.

In Progress: *Revisions submitted to DSA.* Development of Request for Qualifications (RFQ) for construction services.

Recently Completed: *Review DSA Drawings with TAS departments to address equipment coordination issues uncovered during the move into the Swing Space.*

Focus Issue: Construction costs are under review and in alignment with CIC/BAARC annual process. Reviewing the IT design which was *completed* prior to *recent IT* changes at the college. *Incorporate TAS department review comments when comments align with original project intent.*

#### 4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

Project Description: This project modifies classrooms in the village and adds a new one story building of 10,173 assignable square foot (ASF), 12,000 gross square footage (GSF) transportation/ maintenance building in lot 1 for interim use by the automotive department. The project creates temporary housing for the Architecture, Drafting, Environmental Studies, Electronics, Automotive, and graphic Arts programs during the renovation of the TAS building. The new transportation/ maintenance building will be used by the maintenance department when the TAS Renovation project is complete.

Start Preliminary Plans	<b>May 2012</b>	Award Construction Contract	<b>Feb 2015</b>
Start Working Drawings	<b>Aug 2012</b>	Complete Construction	Mar 2016
Complete Working Drwngs	<b>July 2014</b>	Advertise for FF&E	<b>Sept 2015</b>
DSA Final Approval	<b>Dec 2014</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/13 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively.

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000
District Funding Commitment:	\$5,807,000	\$4,443,000	\$10,250,000

Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Status: Construction Phase: *Final completion pending final change negotiation.*

In Progress: Occupied

Recently Completed: *Installation of safety shunt trip.*

Focus: Exhaust fan *design* issues were reviewed on 3/10/2016. Exhaust system *options, designed by the architect, are under consideration. Negotiate final change items.*

## 5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

Project Description: This project addresses the Fine Arts complex and will replace existing HVAC units and controls with new energy efficient systems, and result in associated interior improvement, a Performing Arts lobby expansion and a new canopy at the exterior patio.

Start Preliminary Plans	<b>July 2012</b>	Award Construction Contract	<b>Jan 2016</b>
Start Working Drawings	<b>Jan 2014</b>	Complete Construction	Aug 2016
Complete Working Drwngs	<b>Nov 2014</b>	Advertise for FF&E	May 2016
DSA Final Approval	<b>Sept 2015</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13 and 6/22/2015. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June 22, 2015 the Board approved additional funds of \$2,750,000 to address DSA approval at canopies. College guarantees additional \$2,100,000 necessary to fully fund project in advance of basic aid request cycle.

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,700,000	\$7,700,000
District Funding Commitment:	\$1,000,000	\$6,700,000	\$7,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Status: Pre-Construction; *Contractor is behind schedule for providing submittals putting project completion deadline in jeopardy. Remediation measures and discussions are in process.*

In Progress: Equipment procurement and site investigations underway.

Recently Completed: Air handler units approved and ordered.

Focus: Construction costs are under review and in alignment with CIC/BAARC annual process. *Implement measures to ensure completion date requirements before entering into construction phase.*

## 6. ATHLETICS STADIUM PROJECT

Project Description: The Project includes replace of the existing stadium with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 9-lane running tract. The stadium will remain in its current location.

Start Preliminary Plans	<b>Jan 2015</b>	Award Design/Build Contract	May 2016
Start Working Drawings	June 2016	Complete Construction	Sept 2018
Complete Working Drawings	Jan 2017	Advertise for FF&E	June 2018
DSA Final Approval	June 2017	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/23/14 and 6/22/15. On June 23, 2014, the Board approved \$950,000. On June 22, 2015 the Board approved additional funds of \$17,050,000. The college accepted responsibility for budget overage of \$17,500,000.

	Original	Revision	Total
Project Budget:	\$18,000,000	\$17,500,000	\$35,500,000
District Funding Commitment:	\$18,000,000	\$0	\$18,000,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Anticipated College Match:	\$0	\$17,500,000	\$17,500,000
Basic Aid Allocation:	\$18,000,000	\$0	\$18,000,000
Unallocated Amount:			\$17,500,000

Status: Bid and Award Phase: Request for Proposal (RFP) released to three (3) shortlisted Design-Build Teams.

In Progress: Development of proposal phase addenda.

Recently Completed: Issuance of Request for Proposals (RFP) for Design-Build Entities.

Focus: Review of final project scope in relation to approved project budget and review of execution timeframe. In light of known budget overage, evaluate process for upcoming interviews with the three proposing teams.

## 7. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drwngs	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/23/2014. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$1,612,000	\$44,479,000
District Funding Commitment:	\$12,814,000	\$9,425,500	\$22,239,500
Anticipated State Match:	\$30,053,000	-\$7,813,500	\$22,239,500
Basic Aid Allocation:	\$1,545,115	\$(655,115)	\$890,000
Unallocated Amount:			\$43,589,000

Status: The ballot measure for a 2016 state general obligation bond has been certified for the November 2016 election ballot and voters will have an opportunity to approve a \$9 billion state school bond with \$2 billion allocated to community colleges.

In Progress: District and college staff are meeting with a planning consultant to ensure this year's state submittal is as competitive as possible.

Recently Completed: Kick off meeting for this year's state submittal.

Focus: Projects statewide compete for funding using an objective, established point allocation system. The Gateway project has been evaluated for state funding since 2008 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional rounds are projected to follow in two successive years.



## IRVINE VALLEY COLLEGE

### 1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

Project Description: This project provided a new two story building of 31,275 assignable square feet (ASF), 58,625 gross square feet (GSF) dedicated to Performing Arts. It includes a performing arts auditorium with stage, a black box theater, faculty offices, classroom lab space and various support areas for Fine and Applied Arts. The project was complete and occupied in early 2007 using a multiple prime contract delivery method.

Start Preliminary Plans	Dec 2003	Award Construction Contract	Jan 2006
Start Working Drawings	April 2004	Complete Construction	June 2007
Complete Working Drwngs	Dec 2004	Advertise for FF&E	Jan 2007
DSA Final Approval	Aug 2005	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report FY 2003-2004 and FY 2007-2008.

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
District Funding Commitment:	\$16,304,000	\$ 2,837,000	\$19,141,000
Anticipated State Match:	\$14,472,000	\$0	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

Status: Close Out: The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance.

In Progress: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out. Architect's proposal to complete close-out under review.

Recently Completed: Re-open project with DSA to address certification.

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

### 2. LIFE SCIENCES PROJECT

Project Description: This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the

south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

Start Preliminary Plans	<b>Nov 2008</b>	Award Construction Contract	<b>April 2011</b>
Start Working Drawings	<b>April 2010</b>	Complete Construction	<b>March 2014</b>
Complete Working Drwngs	<b>June 2010</b>	Advertise for FF&E	<b>Sept 2013</b>
DSA Final Approval	<b>Dec 2010</b>	DSA Close Out	<b>May 2014</b>

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

	Original	Revision	Total
Project Budget:	\$24,861,000	-\$4,371,000	\$20,490,000
District Funding Commitment:	\$ 7,468,000	-\$ 546,000	\$ 6,922,000
Anticipated State Match:	\$17,393,000	-\$3,825,000	\$13,568,000
Basic Aid Allocation:	\$ 1,113,000	\$5,809,000	\$ 6,922,000

Status: Warranty: Final "first year discovery" items to be completed by end of the fiscal year.

In Progress: Development of bid documents for scope of work.

Recently Completed: Drawings received from architect for "first year discovery" items.

Focus: Completion of "first year discovery" items. Final closeout of project budget.

### 3. BARRANCA ENTRANCE

Project Description: This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	<b>Feb 2010</b>	Award Construction Contract	May 2016
Start Working Drawings	<b>March 2011</b>	Complete Construction	Jan 2017
Complete Working Drwngs	<b>March 2011</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Dec 2012</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: Construction Documents: Construction documents have been approved by Division of the State Architect (DSA) and the City of Irvine. Bid documents *were* advertised March 1, 2016 with *bid submittal date of April 14, 2016.*

In Progress: *Review of project bids and preparation of project award.*

Recently Completed: *Mandatory pre-proposal bid walk with 16 interested companies in attendance.*

Focus: Solicit Testing and Inspection services from pools in tandem with project bid.

#### 4. LIBERAL ARTS BUILDING PROJECT

Project Description: This project is a new two story building of 16,896 assignable square feet (ASF) and 27,787 gross square feet (GSF). The Social & Behavioral Science, Humanities & Languages, and Co-Curricular programs will be relocated from various campus locations. The Liberal Arts building, located at the northwest portion of the “A” quad, consist primarily of classrooms, a few labs and offices and gathering spaces at first and second floor lobby.

Start Preliminary Plans	<b>05/01/2012</b>	Award Construction Contract	07/15/2014
Start Working Drawings	<b>01/22/2013</b>	Complete Construction	06/30/2016
Complete Working Drwngs	<b>12/09/2013</b>	Advertise for FF&E	<b>02/26/2016</b>
DSA Final Approval	<b>06/17/2014</b>	DSA Close Out	08/31/2016

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

	Original	Revision	Total
Project Budget:	\$3,004,951	\$10,008,949	\$13,013,000

District Funding Commitment:	\$3,004,951	\$10,008,949	\$13,013,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

Status: Construction Phase: 83% complete.

In Progress: Installation of above ceiling *bracing*, *restroom fixtures*, Exterior site work underway. Furniture, fixture and equipment buyout proceeding.

Recently Completed: *Received furniture bids*, *exterior sewer line connected*.

Focus: Contractor is currently working with their insurance company and is involved in discussion with their subcontractors. Furniture, fixture and equipment procurement.

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: June 2016	DSA Close Out: Pending

## 5. FINE ARTS PROJECT

Project Description: The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/23/2014. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$2,053,000	\$37,756,000
District Funding Commitment:	\$10,562,000	\$8,316,000	\$18,878,000
Anticipated State Match:	\$25,141,000	-\$6,263,000	\$18,787,000
Basic Aid Allocation:	\$795,000	-	\$795,000

Unallocated Amount:	\$36,961,000
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Status: The ballot measure for a 2016 state general obligation bond has been certified for the November 2016 election ballot and voters will have an opportunity to approve a \$9 billion state school bond with \$2 billion allocated to community colleges.

In Progress: District and college staff are meeting with a planning consultant to ensure this year's state submittal is as competitive as possible.

Recently Completed: Kick off meeting for this year's state submittal and evaluation of enrollment projections.

Focus: Projects statewide compete for funding using an objective, established point allocation system. The Fine Arts project has been evaluated for state funding since 2006 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional rounds are projected to follow in two successive years.

## 6. PARKING LOT PHASE IA PROJECT AND SOLAR SHADE STRUCTURES

Project Description: This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Jan 2017	Award Construction Contract	Aug 2017
Start Working Drawings	Mar 2017	Complete Construction	Mar 2018
Complete Working Drwngs	Apr 2017	Advertise for FF&E	Oct 2017
DSA Final Approval	Jul 2017	DSA Close Out	Jul 2018

Budget Narrative: Budget reflects Board action on 6/23/2014 and 6/22/2015. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$90,000	\$3,100,000
District Funding Commitment:	\$3,010,000	\$90,000	\$3,100,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$90,000	\$3,100,000

Status: Programming and Planning phase: 80% Complete with scope recommendation under consideration and in the CIC/ BAARC process.

In Progress: An RFP for Geotechnical services is underway. Proposals have been received and are being evaluated. An RFQ&P for Criteria Architect services is underway. *Proposals have been received and are being evaluated.*

Recently Completed: Determination by college to include solar shade structure with parking lot scope.

Focus: *Obtain project consultants, Evaluate prospective Criteria Architects' submittals.*

## 7. HEALTH CENTER/CONCESSIONS PROJECT

Project Description: This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/ Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$0	\$5,200,000
District Funding Commitment:	\$5,200,000	\$0	\$5,200,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$400,000	\$0	\$400,000
Unallocated Amount:	\$4,800,000	\$0	\$4,800,000

Status: Programming and Planning phase: 80% Complete.

In Progress: Project estimate provided to CIC/BAARC for annual process.

Recently Completed: Programming Report and statement of probable cost have been received.

Focus: Proceed to Design Phase pending approval of funding through CIC/BAARC process.

## **ATEP**

### **1. ATEP DEMOLITION**

Project Description: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

Start Preliminary Plans	<b>Jul 2013</b>	Award Construction Contract	<b>Nov 2014</b>
Start Working Drawings	<b>Jul 2013</b>	Complete Construction	<b>Jul 2015</b>
Complete Working Drawings	<b>Apr 2014</b>	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
District Funding Commitment:	\$7,000,000	\$6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$6,700,000	\$13,700,000

Status: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: County land exchange negotiations.

Recently Completed: Phase Six Demolition Project is complete and the Notice of Completion was approved by the Board of Trustees on September 28, 2015.

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site. Complete County land exchange.

### **2. ATEP - IVC FIRST BUILDING**

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 30,000 gross square feet (GSF) building dedicated to technical and applied sciences and

economic development. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center will be located from the existing ATEP classrooms and from the IVC campus with some spaces representing expansion. The space vacated at the ATEP campus will terminate the temporary lease with the City of Tustin. The space vacated at the IVC campus at the A300 and B300 building will become available to meet additional curriculum needs. The new ATEP IVC First Building, located in the north east portion of the ATEP campus, will consist of primarily lab classrooms and support spaces, with some lecture classroom space, offices and student support services. The project includes 50kV of solar electric power and will be a LEED Gold Equivalent building.

Start Preliminary Plans	<b>Oct 2014</b>	Award Construction Contract	<b>June 2015</b>
Start Working Drawings	<b>July 2015</b>	Complete Construction	Dec 2017
Complete Working Drwngs	<b>March 2016</b>	Advertise for FF&E	Aug 2017
DSA Final Approval	Sept 2016	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014 and 6/22/15. \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building budget of \$12,500,000 with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking.

	Original	Revision	Total
Project Budget:	\$22,850,000	\$3,250,000	\$26,100,000
District Funding Commitment:	\$22,850,000	\$3,250,000	\$26,100,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$3,250,000	\$24,700,000
Unallocated Amount:	\$ 1,400,000	\$0	\$1,400,000

Status: Construction Documents: 100% Construction Document complete. Review of construction document design comments.

In Progress: Sign offs of *DSA submittal* documents by project team.

Recently Completed: Submission of project documents to DSA for review.

Focus: Review cost impacts related to geotechnical investigation modifying design needs after receipt of Design-Build Request for Proposals (RFP) and College requested increase in size of lobby collaborative space by 2,000 square feet.

### **3. ATEP – UTILITIES AND INFRASTRUCTURE**



Project Description: This project is a utilities and infrastructure project required to support construction of the IVC First Building as well as support future development. Utility and infrastructure construction will be phased with phase 1 including the site utility infrastructure, utility laterals to offsite points of connection and development of vehicular, bicycle and pedestrian circulation. This phase 1 utility and infrastructure project will address improvements at the north east and a small central portion of the ATEP campus.

Start Preliminary Plans	<b>Oct 2015</b>	Award Construction Contract	Sep 2016
Start Working Drawings	<b>Nov 2015</b>	Complete Construction	Nov 2017
Complete Working Drawings	<b>Mar 2016</b>	Advertise for FF&E	N/A
DSA Final Approval	Jul 2016	DSA Close Out	Jan 2018

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$0	\$7,000,000
District Funding Commitment:	\$7,000,000	\$0	\$7,000,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$0	\$7,000,000

Status: DSA Review: Submitted to DSA on March 3, 2016. *DSA accepted plan set and indicated review will begin April 20, 2016.*

In Progress: DSA review and development of bid documents. City of Tustin has completed Bell Avenue design documents allowing for review and revision of the Sub-Area Master Plan for the utilities infrastructure planning with Irvine Ranch Water District.

Recently Completed: DSA submittal.

Focus: Coordinate site work with IVC First Building at ATEP, coordinate with the City of Tustin on Bell Avenue and coordinate with the County during Animal Care Center design.

## **DISTRICT WIDE**

### **1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM**

Project Description: This project is a districtwide facilities condition assessment including building and site assessments and associated cost models for repair costs and a prioritized list of projects. Building assessments were completed in advance of site assessment. Building assessment includes a system level review of all buildings located at the

Saddleback and Irvine Valley colleges. Systems include mechanical, electrical, plumbing, elevators, building envelope, and finishes including a detailed analysis of mechanical components. Site assessment includes pavement, fencing and walls, signage, stadiums and playing fields, trees, landscaping, water supply, sanitary sewer system, storm water system, heating and cooling distribution systems, fuel and electrical distribution, communication distribution systems and site lighting.

Kick Off	Jul 2015	Start Report Development	Oct 2015
Start Research/Analysis	Aug 2015	Complete Report Development	Apr 2016
Complete Research/Analysis	Feb 2016	Final Report	May 2016

Budget Narrative: Budget reflects Board action on 6/25/2012, 6/17/2013 and 6/23/2014.

	Original	Revision	Total
Project Budget:	\$732,744	\$396,256	\$1,129,000
District Funding Commitment:	\$732,744	\$396,256	\$1,129,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$732,744	\$396,256	\$1,129,000

Status: Building Assessments and associated report are complete. Site assessments surveys are complete.

In Progress: Data analysis and preparation of site assessment reports are in progress.

Recently Completed: Storm sewer assessments including video taping of the interior condition of piping has been completed.

Focus: Analysis of assessment data and preparation of draft reports.

## 2. PARKING STUDY

Project Description: This projects analyzes parking issues at both colleges with the outcome resulting in a parking plan for Saddleback College and Irvine Valley College. The analysis from both colleges, will be used to create a Parking Plan at the ATEP site. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	<b>Dec 2015</b>	Start Report Development	<b>Mar 2016</b>
Start Research/Analysis	<b>Jan 2016</b>	Complete Report Development	Apr 2016
Complete Research/Analysis	<b>Mar 2016</b>	Final Report	May 2016

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$200,000	\$0	\$200,000
District Funding Commitment:	\$200,000	\$0	\$200,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$0	\$200,000

Status: *Draft Report Phase: Committee reviewed rough draft of parking material and will next be working on the traffic study portion of the report.*

In Progress: *Report and recommendations.*

Recently Completed: *Data collection and traffic analysis. Collected parking data from both campuses and ATEP.*

Focus: *To assess current parking issues district-wide and establish standards.*

### 3. SUSTAINABILITY STUDY

Project Description: This project develops a Sustainability/Energy Plan to support the colleges' plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the study will advise the campuses on best practices, help take advantage of programs such as, Savings by Design, and recommend procurement methods for various sustainability projects. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Pending	Start Report Development	Pending
Start Research/Analysis	Pending	Complete Report Development	Pending
Complete Research/Analysis	Pending	Final Report	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$200,000	\$0	\$200,000
District Funding Commitment:	\$200,000	\$0	\$200,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$0	\$200,000

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: To create sustainability standards district wide.

#### 4. ADA TRANSITION PLAN

Project Description: This project includes site accessibility compliance audits to provide the basis for identification, prioritizing, budgeting and implementation of plans to assist the District in developing Americans with Disabilities Act (ADA) Transition Plans. The project includes assessment of barriers to access, summary of costs for remediation, implementation schedules with prioritization and standard drawings for remediation methods. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Mar 2016	Start Report Development	May 2016
Start Research/Analysis	Mar 2016	Complete Report Development	Sep 2016
Complete Research/Analysis	Jul 2016	Final Report	Oct 2016

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$400,000	\$	\$400,000
District Funding Commitment:	\$400,000	\$	\$400,000
Anticipated State Match:	\$	\$	\$
Basic Aid Allocation:	\$400,000	\$	\$400,000

Status: Agreement with ADA Consultant has been awarded and site surveys are underway.

In Progress: Site surveys and barrier assessments.

Recently Completed: *Site survey of ATEP buildings has been completed.*

Focus: Completion of site surveys and barrier assessments at Irvine Valley College, Saddleback College and ATEP.

Project updates for active projects may be viewed at:  
<http://www.socccd.edu/businessservices/ProjectUpdates.html>.

Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.



# IRVINE VALLEY COLLEGE

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**TO:** Gary L. Poertner, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *GR*

**DATE:** April 14, 2016

**SUBJECT:** **President's Report for the April 25, 2016 Board of Trustees Meeting**

## **Irvine Valley College Foundation Awards Dinner 2016**

The Irvine Valley College Foundation Awards Dinner raised a record breaking \$110,000 this year through sponsorships, ticket sales, live and silent auctions and direct donations. While increases were seen across the board, the largest growth was a 48% increase in sponsorships. The funds raised will be used to support IVC programs and students. IVC President Glenn Roquemore and IVC Foundation President William "Bill" Hewitt welcomed attendees. The event honored the exceptional contributions made by students, faculty, community partners, administration, veteran students, classified staff and alumni, including: the Assistance League of Irvine as IVC's Community Award honoree and Babak Pahlavan, Senior Director of Product Management, Google Analytics as IVC's 2016 Alumnus of the Year. The college honorees included Administrator of the Year: Keith Shackelford, JD, Dean, School of Kinesiology, Health & Athletics; Classified Staff: Kaye McDonald, Career Placement Officer; Current Student: Ana Beltran Castillo; Current Veteran: Ian Beard; and Faculty Member: Robert Melendez, Department Chair, Guidance and Counseling. Music was provided by the Dan St. Marseille Quintet.

## **IVC Circle K International Members Recognized at Circle K District Convention**

Several IVC Circle K Club officers and members were recognized for their dedication to the club and community at the California-Nevada-Hawaii Circle K District Convention held March 18-20 at the Los Angeles Airport Hotel. IVC students were sponsored by the Kiwanis Club of Irvine and ASIVC. Congratulations to the IVC students recognized: Mai Ha, Yana Reyes, Chandni Patel, Katie Acosta Martin, Chie Fujioka, Patrick Le, Erwin Nababan, Alvin Nguyen, Dat Nguyen, Jasmin Hong, Traci Mura, Karch Cabalo and Raymond Martinez.

## **DALS Lecture by Dr. Nathan Dewall**

On April 12, Professor of Psychology and Director of the Social Psychology Lab at the University of Kentucky, Dr. Nathan Dewall presented a lecture: "Taming the Impulsive Beast: Self-Control as Our Greatest Human Strength" as part of the Distinguished Academic Lecture Series (DALS) presented by the IVC Academic Senate and Associated Students of IVC.

### **IVC Wind Symphony Students Selected for the 2016 College Band Directors National Association**

Congratulations to IVC Wind Symphony members Nancy Stealey, Jake Marsh, Douglas Lue and Brock Giezl for their selection and representation of IVC in the 2016 College Band Directors National Association (CBDNA) Western and Northwestern Regional Conference Intercollegiate Band. There were 13 universities and four community colleges represented in the ensemble. This is the 18th consecutive year that IVC has had students selected for either the Regional (even numbered years) or National (odd numbered years) CBDNA Intercollegiate Bands. The 2016 ensemble was conducted by Dr. Patrick Dunnigan, Director of Bands, Florida State University, and CBDNA National President.

### **Congratulations to IVC Administration of Justice Club**

Members from IVC Administration of Justice club (Chi Tau Epsilon or XTE) recently returned from the 79th annual national conference of the American Criminal Justice Association held in Sacramento, California. Approximately 300 students, educators, and professionals in the criminal justice field from across the country took part in the conference. As part of the conference, attendees competed in several skills and academic contests with XTE bringing home four trophies. XTE students trained extensively for weeks in preparation for these competitions, which included crime scene investigation, physical agility, academic exams, and firearms marksmanship. One of the highlights of the trip was a lecture hosted by guest speaker Dr. Eric Hickey, a renowned criminologist and professor at California State University Fresno who spoke about investigating criminal predators as well as criminal profiling. XTE members were also afforded the opportunity to network with professionals who offered career advice, as well as speaking with university faculty members who are seeking potential transfer students.

### **IVC Student Equity Task Force Hosts Cultural Competence Summit**

On April 15, over 300 students, faculty, staff, community members and staff from local colleges and universities gathered at the Performing Arts Center to learn skills, techniques and attitudes that are crucial for success in today's diverse world, as well as how to support students by closing the achievement gap. Featured speakers included Dr. Tyrone Howard, Professor at the University of California Los Angeles Graduate School of Education; Kimberly Papillon, Esq., Dr. Frank Harris III, professor of post-secondary education at San Diego State University; and Dr. J. Luke Wood, Associate Professor of Community College Leadership and the Director of the Doctoral Program in Community College Leadership at San Diego State University. The summit focused on the importance of understanding how to effectively teach diverse populations and addresses the achievement gaps to enhance student success. The summit concluded with a book signing and reception to thank the speakers and attendees.

### **IVC Library Celebrates Library Week**

The IVC Library participated in National Library Week by holding open house celebrations on campus. Each celebration followed the American Library Association's 2016 theme: "Libraries Transform." IVC Library activities included: Reading Center Open House, Library Open House, student writing workshop, and books at the Library. In addition, the IVC Library held a book drive to collect used books in support the IVC Library.

### **IVC Participates in Sexual Assault Awareness Month**

IVC participated in Sexual Assault Awareness Month during the week of April 11-14. Nationally, April is recognized as Sexual Assault Awareness Month. IVC's Sexual Assault Awareness Week included workshops such as "Protecting your Online Identity" and survivor testimonials with the IVC faculty who assisted the student by referring them to the college Title IX deputy. On April 14, the Orange County Clothesline Project featured t-shirts with messages from survivors of abuse. The week closed with a presentation from Dr. Janina Scarlett, a licensed clinical psychologist and scientist, who shared how she uses Superhero Therapy to help patients with Post-Traumatic-Stress Disorder, anxiety, depression and chronic pain.

### **IVC Presented at 16<sup>th</sup> Annual Honors Transfers Council Conference**

On March 26, IVC was represented at the 16th Annual HTCC Student Research Conference, held at the University of California, Irvine (UCI). This multidisciplinary conference, sponsored by UCI and the Honors Transfer Council of California (HTCC), showcases outstanding faculty-mentored research by students from California community colleges, with a focus on honors program students. IVC's group of 56 presenters was the largest at the conference, which featured over 350 student presenters from 35 colleges. IVC students presented research in diverse areas including anthropology, biology, computer science, dance, education, engineering, film studies, mathematics, political science, psychology, and sociology and took home some of the conference's top awards. The \$500 first-place poster award in the sciences went to Megan Francisco, Luyi Huang, Pooya Khosravi, Baitao Tony Li, and Shabaan Qureshi, for their presentation entitled "Should We Follow Ants' Traffic Laws? An Application of C++ Based Ant Colony Optimization on the Urban Traffic Signal." This project, mentored by Seth Hochwald, used a C++ based computer simulation in a virtual model to investigate the practicability of applying ant colony optimization to the urban traffic signal system. An Pham took home \$250 for his second-place science poster award, entitled "The Perfect Ride Height." This project, mentored by Brent Monte, explored the effects of coil-over suspension and ride height on an automobile's performance and practicality. The Honors Transfer Council of California also recognized IVC Honors Program students Reagan Smith and Wyeth Abrams with HTCC Exemplary Achievement Awards and \$250 for their outstanding academic success and contributions to the IVC Honors Program.

### **IVC Art Department Presents at Orange County Great Park**

The IVC Art Department presented an all-media juried student exhibition and faculty art show "Common Walls" that began on April 2 and continues through May 29 at the Orange County Great Park Artist Studios at the Palm Court. The opening reception was held on April 13.

### **Operation Veteran Center Funding**

IVC Veteran Center Director Nancy Montgomery, along with veteran center leaders of American River College and Las Positas College, organized "Operation Veteran Center Funding" to encourage the state to fund California Community College Veteran Resource Centers by listening to veterans' stories. The group, consisting of veteran center leaders and student veterans, will travel to the State Capitol in Sacramento on April 29, 2016, to share their stories and need for funding with state legislatures.



### **IVC Forensics Team Hosts Phi Rho Pi Tournament**

On April 4, the IVC Forensics Team headed by Forensics Instructor Edwin Tiongson hosted the Phi Rho Pi Community College National Speech and Debate Tournament Dinner at the Hilton Orange County/Costa Mesa. Phi Rho Pi is the National Forensic Association for two-year colleges. IVC was selected to host Phi Rho Pi and President Roquemore gave welcoming remarks at the dinner, highlighting the importance of forensics at IVC. The forensics tournament consisted of nightly debates during the week of April 5-8 and ended with an awards ceremony on April 9.

### **IVC Model United Nations Team Wins Fifth Consecutive Outstanding Delegation Award**

The IVC Model United Nations (MUN) team took home its 5<sup>th</sup> consecutive Outstanding Delegation award at the National Model United Nations Conference held in New York from March 26-31. The team won a total of six awards and was in the top two percent of schools that competed from across the world. The awards recognized the team's excellence in writing position papers, public speaking, and diplomacy. In addition to winning the top team award, Brian Denney, Brittany Giorgione, Shelly Kashyap, Manué Lopez, Abraham Marmolejo, Rachel Mucho, Mia St. Clair, and Quannie Tsang received research awards—Outstanding Position Papers—for their respective committees. Chelsea Page and Berkley Velez also received individual awards for top performances in their respective committees and Tim Hunt, Rachel Mucho, and John Paul Sayre were selected for the distinct honor of serving as committee chairs while Quannie Tsang was chosen to serve as rapporteur for the National MUN staff.

### **ATEP Hosts New Biotech Equipment Depot**

IVC's Advanced Technology Education Park (ATEP) has been named as host of the Biotech Equipment Depot. Microbiology Professor Emalee Mackenzie introduced this project at IVC through the California Life Sciences/Biotech Initiative, which is part of the California Community Colleges Economic and Workforce Development Program. The purpose of having an equipment depot at IVC is to engage schools, colleges and the industry as volunteers, donors and partners. The first equipment depot was established in 2002, under a Genentech grant from the National Science Foundation to help businesses send their used equipment and supplies to the equipment depot for re-distribution to educational groups.



# SADDLEBACK COLLEGE

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**TO:** Members of the Board of Trustees  
Gary L. Poertner, Chancellor

**FROM:** Dr. Tod A. Burnett, President

**SUBJECT:** Report for April 25, 2016 Board of Trustees Meeting

### **Three Finalists Named in Social Entrepreneurship Competition**

Social entrepreneurs representing 11 start-up companies pitched their business plans that seek to address complex social problems at the Southern California Social Entrepreneur Venture Challenge Showdown on Saturday, March 19<sup>th</sup> at Saddleback College's McKinney Theatre. A panel of esteemed judges selected the first, second, and third place contestants, who will present their businesses at an investor-only symposium in Los Angeles on May 6<sup>th</sup> to win funding, customers, and business partners.

The event, which was organized by Academies for Social Entrepreneurship, was the second Orange County Social Entrepreneurship Competition, first hosted by Saddleback College in 2014, which awarded \$17,500 in cash prizes to the first, second, and third place competitors, and offered coaching services to help all 11 finalists make their final pitches to social investors.

The showdown was a culmination of over eight months' effort to identify and support social entrepreneurs who are addressing social, environmental, and educational challenges around the world. Thank you to all of our finalists for their amazing leadership, diligence, professionalism, and devotion to making our world a better place.

The panel of judges selected the first, second, and third place presentations:

**First Place:**

Takachar (Cambridge, MA)

Pioneered process for decentralized processing of agricultural waste into solid fuel.

**Second Place:**

codeSpark (Pasadena, CA)

codeSpark's mission is to ignite curiosity about computer science and turn programming into play.

**Third Place:**

Desolenator (London, UK)

Desolenator produces an affordable, eco-friendly household water purification/desalination device.

The panel of judges included: Iosefa Alofaituli, Regional Director, Opportunity Fund; Douglas K. Freeman, Founder, National Philanthropy Day; Michael Hamilton, Chair, President, Saddleback College Foundation;

Andy Horowitz, Entrepreneur and Advisory Board Chair, Chapman University Leatherby Center for Entrepreneurship and Business Ethics; Elsa Monte, Senior Vice President of Community Reinvestment and Community Development, Pacific Western Bank; Kyle Scrimgeour, Principal and Managing Member, Core Capital Management, LLC; Donald J. Voska, Chief Financial Officer, Goodwill of Orange County.

Lead sponsors of the Southern California Social Entrepreneur Venture Challenge were Saddleback College, the California Community Foundation, and the Annenberg Foundation. Additional sponsors were Pacific Western Bank, Goodwill of Orange County, and the Southern California Slow Money Network.

#### **Saddleback Awarded \$1.5 Million Basic Skills Grant**

The *Level Up* program will utilize technology and intensive student support services as well as revised and/or enhanced curriculum in English language arts and reading to provide an integrated platform for Basic Skills Initiative (BSI) students to move into college readiness. Through Sherpa upgrades BSI students will receive targeted communication assisting them in making better course choices. Through the employment of a student support specialist only focused on BSI students, this population will receive much needed one-on-one and group interventions as well as support and direction in course selection, supportive services, tutoring and financial aid. Basic skills curriculum in certain departments will be refined or reshaped to provide basic skills students access to higher level course work than they may have initially been placed through matriculation, giving them the opportunity to enter college level courses more quickly than they may have previously. Additionally, adult education courses and others will receive embedded ESL tutors supporting ESL students at the time instruction is delivered. Finally, multiple measures will be implemented in the matriculation process giving students another means to bypass basic skills courses and enter college level courses immediately.

#### **Emeritus Institute 40<sup>th</sup> Anniversary Celebration**

The Emeritus Institute celebrated its 40<sup>th</sup> anniversary on Friday, April 15<sup>th</sup> at the Norman P. Murray Community Center. The Emeritus Institute started in 1976 as an opportunity for older adults to stay active. That commendable goal has blossomed over the past 40 years into the largest, non-credit, older adult education program in the State of California. Today, 22 percent of Saddleback's entire student body is comprised of Emeritus Institute students.

#### **Michelle MacDougal Jackson Named Classified Employee of the Year**

Congratulations to Michelle MacDougal Jackson, who was named Classified Employee of the Year! Michelle is Saddleback's theater production and operations manager and is appreciated for her ever-present enthusiasm and dedication to the arts at Saddleback College.

#### **Brad McReynolds Named Athletic Trainer of the Year**

Congratulations to Brad McReynolds, athletics trainer, who was awarded the National Athletic Trainers Association (NATA) College University Athletic Trainer Committee's Athletic Trainer of the Year for JC/Small Colleges. Brad will receive this award in June at the NATA conference in Baltimore.

#### **Great Colleges to Work for Survey**

Saddleback is participating in *The Chronicle of Higher Education's* Great Colleges to Work for program, which includes an employee survey. The information and questions asked in the survey are similar to our college employee surveys of the past, but this year's survey will provide us an opportunity to benchmark against other colleges and universities across the nation. Depending upon the results, we

also could be named a “Great College to Work For” by the *Chronicle* which could provide positive benefits for us all, such as attracting students, recruiting new employees, obtaining grants, raising philanthropic donations, developing partners, and much more.

### **One Book, One College Events**

One Book, One College hosted a panel discussion entitled “The Politics of War” on April 21<sup>st</sup> and will be hosting a conversation with Michael Pitre, author of *Fives and Twenty-Fives*, on Tuesday, April 26<sup>th</sup> at 11:30 am in McKinney Theatre.

### **Office of Instruction**

#### *Fine Arts and Media Technology*

April was a busy month for student performances. On April 8<sup>th</sup> through the 17<sup>th</sup>, the Department of Theatre Arts presented a delightful 1950s musical comedy, *She Loves Me*, to full houses and standing ovations at every show. On April 21<sup>st</sup>, the Department of Music’s free Concert Hour performance featured music faculty members Joey Sellers and Ariel Alexander performing the music of the Lennie Tristano School. On April 25<sup>th</sup>, Jazz Studies brought back a former jazz student, saxophonist Craig Cammell, who played some of his own compositions with the Jazz Lab. On April 27<sup>th</sup> through May 12<sup>th</sup>, the Annual Juried Student Art Exhibition will be held in the Saddleback Art Gallery. Awards will be presented at the artists’ reception and awards ceremony on April 26<sup>th</sup>. The Saddleback Big Band will perform student compositions on April 29<sup>th</sup> and a free master class with violinist Lina Bahn will be held that afternoon. The Department of Theatre Arts will present *A Night of Chekhov* opening on April 29<sup>th</sup> and continuing through May 7<sup>th</sup> in the Studio Theatre. The play includes six of Chekhov’s hysterical farces.

The Department of Theatre Arts is proud of former student Shadi Ghaheri, who was one of six *Yalies* awarded Soros Fellowships for New Americans. The fellow, selected from a pool of over 1,400 applicants, will receive tuition and stipend assistance of up to \$90,000 in support of graduate education in any field and in any advanced degree-granting program in the United States. Shadi is in her first year of the Yale School of Drama’s M.F.A. program in theater directing.

### **Upcoming Events**

Student Success Metrics Summit: Tuesday, May 3<sup>rd</sup>, 2:00 pm to 5:00 pm, SSC 212

Scholarship Ceremony: Friday, May 13<sup>th</sup>, 3:00 pm to 5:00 pm, Gym

Saddleback Recognition Awards Ceremony: Wednesday, May 18<sup>th</sup>, 3:00 pm to 5:00 pm, McKinney Theatre

Commencement: Tuesday, May 24<sup>th</sup>, 9:00 am to 11:00 am, Gym