

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

241



FROM: Economic Development Agency

SUBMITTAL DATE:
March 25, 2010

SUBJECT: Revenue License Agreement – Riverside Community College District

Departmental Concurrence

RECOMMENDED MOTION: That the Board of Supervisors ratify and authorize the Chairperson to execute a License Agreement on behalf of the County with Riverside Community College District for the use of the Ben Clark Training Center facility (BCTC).

BACKGROUND: Riverside Community College District (RCCD) has executed a License Agreement with the County for its continued use of the facilities at BCTC for the period from July 1, 2009 through June 30, 2012.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	10/11

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer V. Sargent
County Executive Office Signature

Policy Policy

Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 6, 2010
xc: EDA, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 3.76 of 7/1/08; 3.46 of 2/24/09 | **District:** 1 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.36

BACKGROUND: (Continued)

Riverside Community College District would like to continue to use the BCTC classrooms, Mat room, range, laboratories, and drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services and related general coursework at the BCTC facility. The license fees for usage of the BCTC facilities are based upon Board Policy H-30, approved by the Board of Supervisors minute order 3.13 dated 5/5/09. The retroactive term shall be from July 1, 2009 through June 30, 2012.

Licensors:	County of Riverside
Premises Location:	Ben Clark Training Center, 16791 Davis Avenue, Riverside, California
Term:	July 1, 2009 through June 30, 2012
Rates:	As per Board Policy H-30, rent shall be based at a daily rate.
Rate Adjustments:	Any rate increases shall take effect at the beginning of the District's next fiscal year, beginning on July 1, as per Board Policy H-30.
Utilities:	County to provide.
Custodial Services:	County to provide.
Maintenance:	County to provide.
Improvements:	None
RCIT Costs:	None

The attached License Agreement has been reviewed and approved by County Counsel as to legal form.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

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**LICENSE AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
COUNTY OF RIVERSIDE**

The **RIVERSIDE COMMUNITY COLLEGE DISTRICT, LICENSEE**, hereinafter referred to as "**RCCD**", and the **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California LICENSOR**, hereinafter referred to as "**COUNTY**", do hereby agree as follows:

The term "Parties" may be used throughout this document to collectively refer to **RCCD** and **COUNTY**.

1. AGREEMENT. **COUNTY** agrees to supply adequate office and classroom space, as well as the use of Mat room, range, laboratory facilities, and drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services and related general coursework at the **COUNTY'S** facility known as the Ben Clark Public Safety Training Center (BCTC), or other locations as deemed appropriate between the parties. The designated classrooms, offices, Mat, range, laboratory space and drill grounds being currently utilized by **RCCD** are attached hereto and incorporated herein as Exhibit A. Classroom assignments will be mutually agreed upon between the parties. Any change to assignments for any of the space mentioned above must be in writing and will be mutually agreed upon between the parties.

2. TERM. The term of this agreement shall be from July 1, 2009, through June 30, 2012.

3. PAYMENT BASIS. **RCCD** agrees to compensate **COUNTY** at rates established and adopted by the County Board of Supervisors (County Board Policy H-30). Said rates are based on total square footage of all space utilized by **RCCD**, on an hourly, a half or whole day's usage. The exception to a square footage charge would be the use of the Range, which is a flat rate per half or whole day usage. **RCCD** shall be notified by **COUNTY** of any proposed change in rates to be charged prior to **COUNTY'S** submittal to the Board of Supervisors for adoption, and **RCCD** shall be given an opportunity to review and approve the proposed change with **COUNTY** personnel. Any rate increases shall take effect at the beginning of the District's next fiscal year, beginning on July 1. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit B.

4. IMPROVEMENTS. In the event that **RCCD** desires to make any improvements, alterations or installations of fixtures, it shall first notify **COUNTY**, providing **COUNTY** with proposed plans (if applicable) and obtain **COUNTY'S** written approval from the Economic Development Agency, to make the improvements, alterations or installation of fixtures. **COUNTY** shall not withhold consent unreasonably.

Any improvements or alterations which are made, or fixtures installed, or caused to be made and installed by **RCCD** shall become the property of **COUNTY** with the exception of trade fixtures as that term is defined in Section 1019 of the Civil Code. At or prior to expiration of this Agreement, **RCCD** shall restore the premises to the original condition, as

2010 MAY 30 PM 5:18

RECEIVED BY THE CLERK OF THE BOARD
RIVERSIDE COUNTY

2010-05-100785 APR 06 2010 3.36

1 nearly as practicable. If such trade fixtures are not removed by **RCCD**, **COUNTY** may, at its
2 election either: 1) remove and store them, restoring the premises to its original condition and
3 within thirty (30) days of removal and storage, seek reimbursement of any costs associated
4 therewith; or 2) take and hold such fixtures as its sole property.

5 **5. SIGNS.** Other than the signs, displays or other forms of advertising which
6 **RCCD** already has in place, **RCCD** shall not add any additional signage, displays or
7 advertising without the written consent of **COUNTY**. Said approval shall not be unreasonably
8 withheld.

9 **6. FURNITURE AND EQUIPMENT.** **COUNTY** shall provide furniture in the
10 classroom areas. **RCCD** shall have the right to install portable equipment and fixtures as may
11 be necessary for conducting classes and such equipment shall remain the property of **RCCD**.
12 **RCCD** shall provide all office furniture and equipment that may be required for conducting
13 business at BCTC.

14 **7. INGRESS AND EGRESS.** **RCCD** shall be permitted ingress and egress to and
15 from the premises through such doors and routes as are designated by the **COUNTY** through
16 its Sheriff's Department and Fire Department.

17 **8. CUSTODIAL MAINTENANCE.** **COUNTY** shall provide for custodial services in
18 connection with the premises and shall maintain the premises in good working order and
19 repair.

20 **9. UTILITIES.** **COUNTY** shall provide, or cause to be provided, all utility services,
21 including, but not limited to, electric, water, gas, refuse collection and sewer services
22 necessary for the operation, maintenance and use of the premises. In addition, **COUNTY**
23 shall provide internet infrastructure for all office space used by **RCCD**.

24 **10. INSPECTION OF PREMISES.** **COUNTY** shall have, at any time during normal
25 business hours, the right to enter the premises used by **RCCD** for the purpose of inspecting,
26 monitoring and evaluating the obligations of **RCCD** hereunder and for the purpose of doing
27 any and all things which it is obligated and has a right to do under this Agreement. **COUNTY**
28 will do everything possible in connection with any inspections to see that classes in session at
29 the time of inspection are disrupted as little as possible.

30 **11. QUIET ENJOYMENT.** **RCCD** shall have, hold and quietly enjoy the use of the
31 premises so long as it shall fully and faithfully perform the terms and conditions that it is
32 required to do under this Agreement.

33 **12. TERMINATION BY COUNTY.** **COUNTY** shall have the right to terminate this
34 agreement forthwith if **RCCD**:

- 35 a. Files for voluntary or involuntary bankruptcy;
- 36 b. Makes a general assignment or **RCCD's** interest hereunder is
37 assigned involuntarily or by operation of law, for the benefit of creditors;
- 38 c. Abandons the premises; or
- 39 d. Refuses to meet any of its obligations hereunder or as otherwise provided
40 by law.

1 **13. TERMINATION BY EITHER PARTY.** Notwithstanding the provisions in
2 Paragraph 12 above, either party may terminate this Agreement upon notice in writing to the
3 other party of not less than six (6) months prior to the effective date of termination. Whether
4 termination is by **COUNTY** or **RCCD**, it will coincide with the end of a semester.

5 **14. INSURANCE.** **RCCD** shall provide Workers' Compensation Insurance in
6 accordance with the laws of the State of California. **RCCD**, being self-insured, shall not be
7 entitled to recover any costs, settlements or expenses of workers' Compensation claims,
8 arising from this Agreement, from **COUNTY**. **RCCD** shall provide an endorsement of
9 coverage to waive subrogation in favor of **COUNTY**.

10 **RCCD** shall procure and maintain commercial general liability insurance coverage that
11 shall protect from claims for damages for personal injury, including, but not limited to,
12 accidental and wrongful death, as well as from claims for property damage, which may arise
13 from **RCCD's** use of the premises or the performance of its obligations hereunder, whether
14 such use or performance is by **RCCD**, or by anyone employed directly or indirectly by **RCCD**
15 while acting in the scope of their employment. Said insurance shall provide for limits of not
16 less than One Million Dollars (\$1,000,000) per occurrence. **RCCD** shall have insurer endorse
17 its policy to add **COUNTY** as an additional insured.

18 **RCCD** shall provide, upon **COUNTY's** request, a Certificate of Insurance showing that
19 such insurance is in full force and effect and in the limits required.

20 The above insurance requirements may be met with a program of self-insurance,
21 through a Joint Powers Authority, or a combination of both; however, it is agreed between the
22 parties that the administration of any self-insurance will be done in a manner as if all insurance
23 requirements contained herein are part of **RCCD's** self-insurance program.

24 The specified insurance limits herein shall in no way limit or circumscribe obligations to
25 indemnify and hold **COUNTY** free and harmless herein.

15. INDEMNIFICATION/HOLD HARMLESS.

RCCD shall indemnify and hold **COUNTY**, its officers, agents, employees, and
independent contractors free and harmless from any claim or liability whatsoever, based or
asserted upon any act or omission of **RCCD**, its officers, agents, employees, volunteers,
subcontractors or independent contractors, for property damage, bodily injury or death, or any
other element of damage of any kind or nature arising out of the performance of this
Agreement to the extent that such liability is imposed on **COUNTY** by the provisions of
California Government Code Section 895.2 or other applicable law, and **RCCD** shall defend at
its expense, including attorney fees, expert fees and investigation fees **COUNTY**, its officers,
agents, employees and independent contractors in any legal action or claim of any kind based
upon such alleged acts or omissions.

The obligations to indemnify and hold **COUNTY** free and harmless herein shall survive
until any claim, action or cause of action with respect to any such alleged acts or omissions
are fully and finally barred by the applicable statute of limitations.

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1 **COUNTY** shall indemnify and hold **RCCD**, its officers, agents, employees, and
2 independent contractors free and harmless from any claim or liability whatsoever, based or
3 asserted upon any act or omission of **COUNTY**, its officers, agents, employees, volunteers,
4 subcontractors or independent contractors, for property damage, bodily injury or death, or any
5 other element of damage of any kind or nature arising out of the performance of this
6 Agreement to the extent that such liability is imposed on **RCCD** by the provisions of California
7 Government Code Section 895.2 or other applicable law, and **COUNTY** shall defend at its
8 expense, including attorney fees, expert fees and investigation fees **RCCD**, its officers, agents,
9 employees and independent contractors in any legal action or claim of any kind based upon
10 such alleged acts or omissions.

11 The obligations to indemnify and hold **RCCD** free and harmless herein shall survive
12 until any claim, action or cause of action with respect to any such alleged acts or omissions
13 are fully and finally barred by the applicable statute of limitations.

14 **16. LIMITATIONS.** **COUNTY** reserves the right to close BCTC during times of
15 emergency or when needed by the Sheriff or Fire Departments for their activities. **COUNTY**
16 shall notify **RCCD** of any such closure as soon as practicable, but not less than 48 hours prior
17 to closure unless the closure is for an emergency due to a natural disaster or a catastrophic
18 event and in that case, notice shall be as soon as possible after the decision to do the closure.

19 All range firing will be under direct supervision of BCTC Range Safety Officers who
20 have completed a POST approved firearms instructors certification course or satisfactorily
21 completed the Ben Clark Training Center's prescribed Range Safety Officer's course. **RCCD**
22 shall comply with all Facility Use Rules.

23 **17. NOTICES.** Any notices required or desired to be served by either party upon
24 the other shall be addressed to the respective parties as set forth below:

25 **COUNTY:**

 Stan Sniff, Sheriff
 P.O. Box 512
 Riverside, CA 92502

 John R. Hawkins, Fire Chief
 210 W. San Jacinto
 Perris, CA 92570

 Assistant County Executive Officer
 Economic Development Agency
 County of Riverside
 3133 Mission Inn Ave.
 Riverside, CA 92507

RCCD:

 Cordell Briggs, Dean
 Public Safety Education and Training
 Ben Clark Training Center
 16791 Davis Ave.
 Riverside, CA 92518

 Ruth W. Adams, Esq.
 Director, Contracts, Compliance & Legal Serv.
 Riverside Community College District
 1533 Spruce St.
 Riverside, CA 92507

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1 Or to such other addresses as from time to time shall be designated by the respective
2 parties. An information copy of any notice to **COUNTY** shall also be sent to:

3 Clerk of the Board of Supervisors
4 County of Riverside
4080 Lemon St., 1st Flr.
Riverside, CA 92501

5 **18. CONFORMITY WITH LAW AND SAFETY.** **RCCD** shall observe and comply
6 with all applicable laws, ordinances, codes and regulations of governmental agencies,
7 including federal, state, municipal and local governing bodies, having jurisdiction over the
8 subject matter hereof, including all provisions of the Occupational Safety and Health Act of
1979 and all amendments thereto, and all applicable federal, state, municipal and local safety
regulations.

9 **ACCIDENTS:** If a death, serious personal injury or substantial property damage
10 occurs in connection with the performance of this Agreement, **RCCD** shall immediately notify
11 the BCTC staff or Riverside County Sheriff Dispatch department. **RCCD** shall promptly submit
12 to **COUNTY** a written report, in such form as may be required by **COUNTY** of all accidents that
13 occur in connection with this Agreement. This report must include the following information:

- 14 1. Name and address of the injured or deceased person(s);
- 15 2. Name and address of **RCCD'S** risk manager for purposes of
16 Insurance coverage;
- 17 3. A detailed description of accident and whether any of **COUNTY'S**
18 Equipment, tools, material or staff involved.

19 **19. DRUG-FREE WORKPLACE.** **RCCD** and its employees shall comply with the
20 **COUNTY'S** policy of maintaining a drug-free workplace. **RCCD'S** employees shall not
21 unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined
22 in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any
23 **COUNTY** facility, including the training facilities. If any employee of **RCCD** is convicted or
24 pleads nolo contendere to any criminal drug statute violation occurring at any county facility or
25 work site, **RCCD**, within five (5) days thereafter, shall notify the Sheriff. Violation of this
provision shall constitute a material breach of this Agreement.

20. ASSIGNMENT. **RCCD** shall not assign, sublet, mortgage, hypothecate or
otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any
person or entity without first obtaining the written consent of **COUNTY** with the exception of
two (2) offices which shall be sublet to the California Highway Patrol.

21. EMPLOYEES AND AGENTS OF RCCD. It is understood and agreed that all
persons hired or engaged by **RCCD** shall be considered to be employees or agents of **RCCD**
and not of **COUNTY**.

22. BINDING ON SUCCESSORS. **RCCD**, its assignees and successors in
interest, shall be bound by all the terms and conditions contained in this agreement, and all of
the parties thereto shall be jointly and severally liable hereunder.

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1 **23. SEVERABILITY.** If any provision of this Agreement is held by a court of
2 competent jurisdiction to be invalid, void, or enforceable, the remaining provisions shall
continue in full force and effect.

3 **24. NON-DISCRIMINATION.** The parties assure that they will comply with Title VII
4 of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities
5 Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex,
6 national origin, age, religion, sexual orientation, Vietnam Era Veteran's status, political
7 affiliation or any other non-merit factor to be excluded from participation in, be denied the
8 benefits of, or otherwise subjected to discrimination under this Agreement.

9 **25. JURISDICTION AND VENUE.** This Agreement shall be construed under the
10 laws of the State of California. In the event any action or proceeding is filed to interpret,
11 enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or
12 federal courts in or nearest to Riverside County.

13 **26. ENTIRE AGREEMENT.** This agreement may be changed or modified only
14 upon the written consent of the parties. This Agreement is intended by the parties as a final
15 expression of their understanding with respect to the subject matter hereof and as a complete
16 and exclusive statement of the terms and conditions thereof and supersedes the 2008
17 agreement (and its Amendment) currently in place for use of the facilities at BCTC by **RCCD**.

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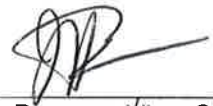
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27. This License Agreement shall not be binding or consummated until its approval by the Riverside County Board of Supervisors.


Dated: _____

LICENSEE

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: 
James L. Buysse, Vice Chancellor
Administration and Finance

Date: 4/26/10

By: 
Cordell Briggs, Dean
Public Safety, Education and Training

Date: 4/25/10

COUNTY OF RIVERSIDE, a political subdivision of State of California

ATTEST:
Kecia Harper-Ihem
Clerk of the Board


MARION ASHLEY, Chairman
Board of Supervisors

By: 
Deputy

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

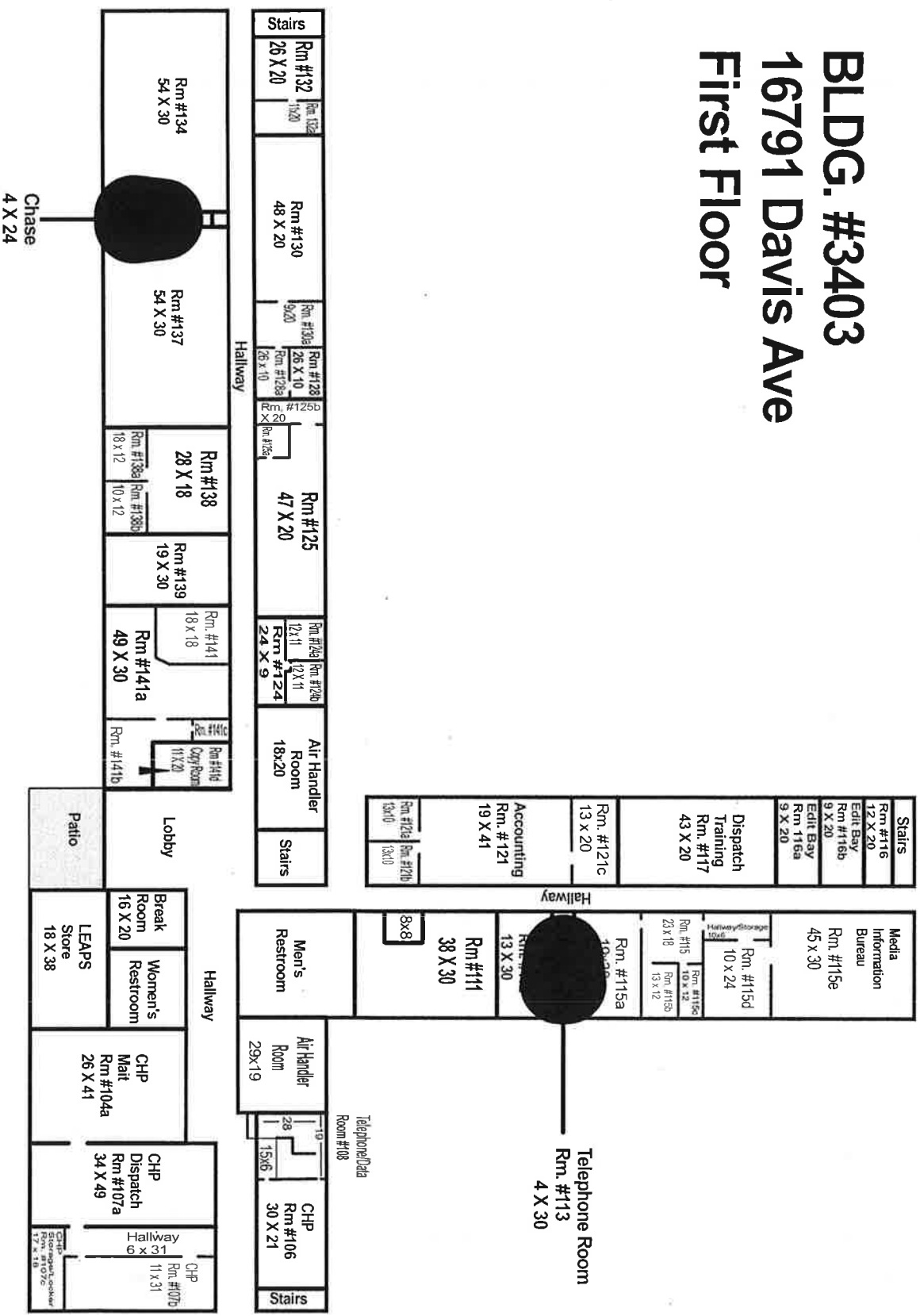
APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

SG:ra
081209
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EXHIBIT "A"

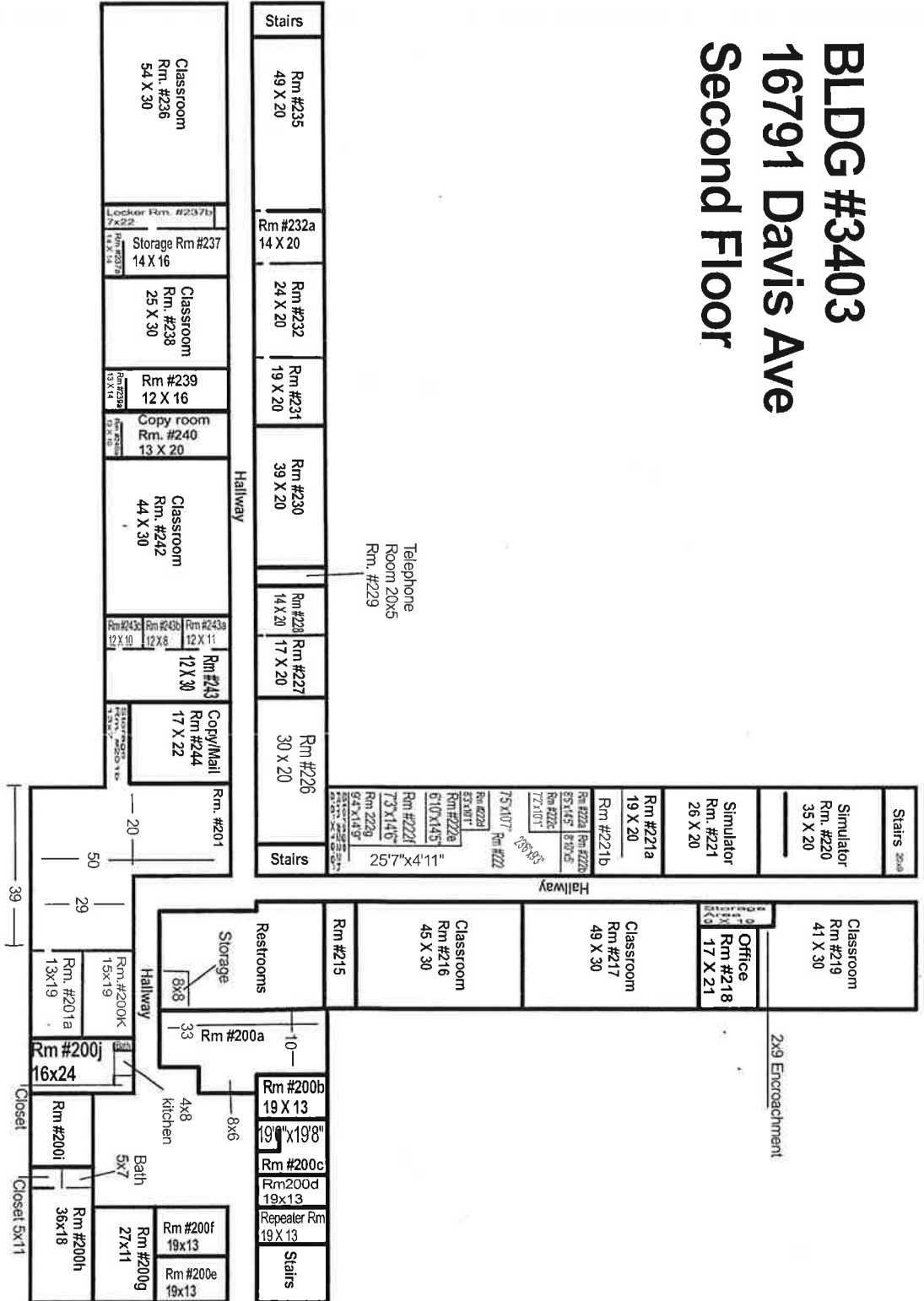
BLDG. #3403 16791 Davis Ave First Floor



By: CD M. Jones
7/29/08

EXHIBIT "A"

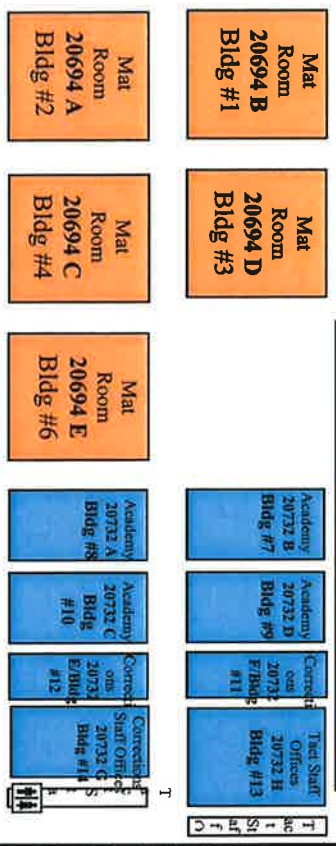
BLDG #3403 16791 Davis Ave Second Floor



By: CD M. Jones
11/06/08

1 2th Street

GRINDER

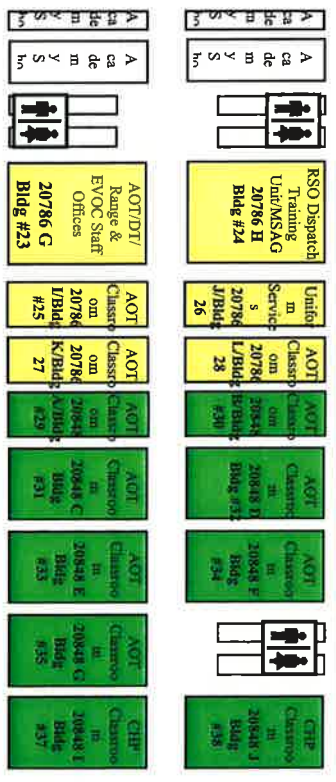


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1 1th Street



NO PARKING

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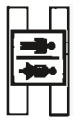
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PARKING

1 1th Street

EXHIBIT "A"

D a v i s A v e .



PERSONNEL PARKING

Sheriff Personnel Bldg #43

Sheriff Personnel Bldg #39

Personnel Bldg #45

Sheriff Personnel Bldg #40



**BEN CLARK TRAINING CENTER
RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT
MODULAR
OFFICES & CLASSROOMS**
(Not to Scale)



B u n d y A v e



COUNTY OF RIVERSIDE, CALIFORNIA BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
BEN CLARK PUBLIC SAFETY TRAINING CENTER FACILITY USE	H-30	1 of 1

PURPOSE

This policy provides guidelines for the use of the Ben Clark Public Safety Training Center.

FACILITY DESCRIPTION

The Ben Clark Public Safety Training Center is located in Riverside County and jointly operated by the Riverside County Sheriff's and Riverside County Fire Departments. The center offers a variety of training facilities and venues for public safety personnel.

CONDITIONS OF USE

1. Use of the facility is on a space available basis. The Riverside County Sheriff and Fire departments have priority usage.
2. Use of the facility is restricted and available only to agencies that provide a nexus to local and state public safety training. Any request for use outside public safety training operations must be addressed to Riverside County Facilities Management.
3. Reservations for facility use can be made by contacting either the Riverside County Sheriff or Riverside County Fire at the Ben Clark Public Safety Training Center.
4. Non-county entities will be required to complete an "Agreement for Use of the Ben Clark Public Safety Training Center" at least two weeks prior to the requested use date. The user agrees to pay the County the facility use fees approved by the Board of Supervisors. The Board reserves the right to periodically revise these rates.
5. Displays of art and the distribution of information or other media must be reviewed and approved in advance by either the Riverside County Sheriff or Fire Department Ben Clark Public Safety Training Center commander.
6. All buildings at the training center are non-smoking. Smoking on the grounds is only permitted in identified designated areas.

Reference:

Minute Order 3.13 of 05/05/09

EXHIBIT "B"

EXHIBIT A

Schedule of Fees For Ben Clark Training Center FY08/09

Fee Type	Rate	Usage
Office	\$ 2.13	Per Square Foot Per Month
Classroom	\$ 0.16 \$ 0.08	Per Square Foot Per Day Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Conference Room	\$ 0.02	Per Square Foot Per Hour (Minimum use 1 hour)
Mat Room:	\$ 0.10 \$ 0.05	Per Square Foot Per Day Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Lodging	\$ 34.00	Per Night Per Guest
Range	\$ 413.76 \$ 206.88	Per Day Per Bay Per Half Day Per Bay (Minimum use 4 hours = Half Day)
Weapon & Ammunition Storage	\$ 0.32	Per Square Foot Per Day
Vehicle & Equipment Storage	\$ 0.04	Per Square Foot Per Day
Drill Grounds	\$ 0.0060 \$ 0.0030	Per Square Foot Per Day Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)

MINUTES OF THE REGULAR BOARD OF TRUSTEES MEETING
OF DECEMBER 15, 2009

President Blumenthal called the regular meeting of the Board of Trustees to order at 6:05 p.m. CALL TO ORDER

Trustees Present

Ms. Virginia Blumenthal
Ms. Mary Figueroa
Mrs. Janet Green
Mr. José Medina
Mr. Mark Takano
Mr. Stephen Bishop, Student Trustee

Staff Present

Dr. Gregory W. Gray, Chancellor
Dr. James Buysse, Vice Chancellor, Administration and Finance
Ms. Melissa Kane, Vice Chancellor, Diversity and Human Services
Dr. Ray Maghroori, Vice Chancellor, Academic Affairs and Student Services and Operations
Dr. Brenda Davis, President, Norco Campus
Dr. Jan Muto, President, Riverside City College
Dr. Monte Perez, President, Moreno Valley Campus
Ms. Chris Carlson, Chief of Staff
Mr. Jim Parsons, Associate Vice Chancellor, Public Affairs and Institutional Advancement
Dr. Sharon Crasnow, District and Norco Campus Academic Senate President
Dr. Travis Gibbs, President, Academic Senate, Moreno Valley Campus
Dr. Dariush Haghighat, President, CTA
Mr. Gustavo Segura, President, CSEA

Student Trustee Stephen Bishop led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

President Blumenthal turned the gavel over to Dr. Gray who presided over the election of the officers of the Board. ORGANIZATIONAL MEETING

Ms. Green, seconded by Ms. Figueroa, moved that the current officers of the Board of Trustees remain the same for the year 2010. Motion carried. (5 ayes) Election of Officers

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees: rotate regular Board and Board committee meetings to all three campuses, with a 6:00 p.m. start time for both; with Board committee meetings taking place on the first Tuesday of the month, and the regular meetings taking place on the Selection of Day, Time and Place of Board and Committee Meetings

third Tuesday of the month; however, amended meetings dates will take place as follows: Tuesday, January 19, 2010, Board Committees Meeting; and Tuesday, January 26, 2010, regular Board of Trustees Meeting, both meetings to take place in Board Room AD122, at Riverside City College; Thursday, February 11, 2010, Board Committees Meeting to take place in Student Services 101, at the Moreno Valley Campus; and Tuesday, December 14, 2010, regular Board of Trustees Meeting to take place in Student Services 101, at the Moreno Valley Campus. Motion carried (5 ayes)

President Blumenthal made the following Board committee appointments: Governance Committee: Chair Figueroa/Vice Chair, Chancellor; Planning Committee: Chair Green/Vice Chair, Associate Vice Chancellor, Institutional Effectiveness; Resources Committee: Chair Takano/Vice Chairs: Vice Chancellor, Administration and Finance/Vice Chancellor, Diversity and Human Resources; Teaching and Learning Committee: Chair Medina/Vice Chair, Vice Chancellor, Academic Affairs; and Facilities Committee: Chair Blumenthal/Vice Chair Associate Vice Chancellor, Facilities, Planning, Design and Construction.

Committee Appointment

President Blumenthal made the following appointments for the Liaison Committee Representatives for 2010: Association of Community College Trustees (ACCT) Liaison, Ms. Figueroa; Association of Governing Boards of Universities and Colleges (AGB) Liaison, Mr. Takano; California Community College Trustees and Legislative Network (CCCT) Liaison, Ms. Figueroa; Community College League of California (CCLC) Liaison, Ms. Figueroa and Ms. Green; Latino Trustees Association Liaison, Mr. Medina; Inland Valleys' Trustees and CEO Association Liaison, Mr. Takano; African-American Organizations Liaison, Ms. Blumenthal; Hispanic Chamber of Commerce Liaison, Mr. Medina; Riverside Chambers of Commerce Liaison, Ms. Blumenthal; Riverside County School Board Association Liaison, Ms. Green; County Committee on School District Organization Liaison, Mr. Medina; Alvord USD Ad-Hoc Committee, Mr. Takano and Mr. Medina; Mine Okubo Committee, Mr. Takano and Ms. Green; and

Liaison Board Committee
Representatives

Riverside School for the Arts Committee,
Mr. Takano and Ms. Figueroa.

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the minutes of the regular meeting of November 17, 2009. Motion carried.
(5 ayes)

MINUTES OF THE REGULAR
MEETING OF NOVEMBER 17, 2009

CHANCELLOR'S REPORTS

Presentations

Dr. Gray swore in Mr. Bishop as the 2009-2010 Student Trustee.

“Administration of Oath of Office to Student Trustee” – Dr. Gregory W. Gray, Chancellor

Dr. Davis introduced Dina Humble, Associate Professor, Music, who led a performance by the Norco Choir.

“Special Presentation – Performance by the Norco Choir” – Dr. Brenda Davis, President, Norco

Dr. Davis introduced Ms. Meghan Sheeran, Vice President of Finance, Associated Students of Norco Campus, who delivered a presentation to the board on current student activities.

“Special Presentation – Associated Students of Norco Campus” – Dr. Brenda Davis, President, Norco

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees ratify the award, for the Communities Learning in Partnership (CLIP) program, a joint effort between Riverside City College and the City of Riverside, for the time frame of October 23, 2009 through July 31, 2010, in the amount of \$140,595.00, and authorize James Buysse, Vice Chancellor, Administration and Finance, to sign the Contract. Motion carried. (5 ayes)

Agreement with Bill and Melinda Gates Foundation

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees accept and approve the 2010 Commencement Schedule on Thursday, June 10, 2010, as follows: Norco Campus-10:00 a.m.; Moreno Valley Campus-5:00 p.m.; and Riverside City College-7:30 p.m. Motion carried. (5 ayes)

2010 Commencement Schedule

Board President Blumenthal opened the Public Hearing on the proposal to negotiate an early retirement plan for fiscal year 2009-2010 at 6:55 p.m. There were no questions/comments from the public, and the hearing was closed at 6:56 p.m.

Public Hearing – Collective Bargaining - Proposal for Early Retirement Plan

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the schedule of meetings, with an amendment to the February Board Committees Meeting which will take place on February 11, 2010, in Student Services 101, at the Moreno Valley Campus. Motion carried. (5 ayes)

Proposed Board of Trustees
Meeting Calendar for January-
December 2010

Mr. Stephen Bishop presented the report about recent and future student activities at the Moreno Valley and Norco Campuses and Riverside City College.

STUDENT REPORT

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees pull Consent item V-A-6-b in order to hear all public comments related to the Project Labor Agreement. Motion carried. (5 ayes)

PROJECT LABOR AGREEMENT

Norco Choir students, Ms. Macias, Mr. Edge and Mr. Bass thanked the Board for their support and the opportunity to go abroad and perform in South Africa in summer 2010. The Norco Choir has currently raised \$20,000 for this trip. Mr. Stosel, Mr. Rowden, Mr. Robison, Mr. Wolowicz, Ms. Roth, Mr. Frost, Mr. Heusner, Ms. Nutting, Mr. Greenhagen, Mr. Perez, Mr. Cusack, Mr. Silva, Mr. Magness, Mr. Miller, Mr. Adcock, Ms. McNicholas, Ms. Pivirotto, Ms. Rayfield, Mr. Beloz, Ms. Wild, Mr. Guedea, Mr. Calvin, and Mr. Lopez commented on the Project Labor Agreement.

COMMENTS FROM THE PUBLIC

Mr. Takano, seconded by Mr. Medina, moved that the Board of Trustees authorize the Chancellor to negotiate the Project Labor Agreement with the Riverside and San Bernardino Building and Construction Trade Councils with an amendment that all future projects using Measure "C" funds which are \$1,000,000.00 or less are exempt from the Project Labor Agreement. Motion carried. (3 ayes; 2 noes [Blumenthal and Green])

PROJECT LABOR AGREEMENT

The Board adjourned for a recess at 7:58 p.m. and reconvened at 8:11 p.m.

RECESSED/RECONVENED

CONSENT ITEMS

Action

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees:

Approve the amended listed academic and classified appointments, and assignment and salary adjustments; (Appendix No. 27)

Academic and Classified Personnel

Approve/ratify the Purchase Orders and Purchase Order Additions totaling \$11,796,917 and District Warrant Claims totaling \$6,146,972; (Appendix No. 28)

Purchase Order and Warrant Report – All District Funds

Approve the budget transfers as presented; (Appendix No. 29)

Budget Adjustments

Approve adding the revenue and expenditures of \$140,595 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 15-09/10 2009-2010 Community Learning in Partnership (CLIP) Planning Grant

Approve adding the revenue and expenditures of \$24,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 18-09/10 2009-2010 City of Riverside Community Development Block Grant Program

Approve adding the revenue and expenditures of \$350,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 19-09/10 2009-2010 American Recovery and Reinvestment Act (ARRA) Allied Health Expansion Phase II

Approve adding the revenue and expenditures of \$421,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 21-09/10 Wheelock Gymnasium Seismic Retrofit Project

Approve adding the revenue and expenditures of \$54,000 to the budget and authorize the Vice Chancellor, Administration and Finance, to sign the resolution;

Resolution to Amend Budget – Resolution No. 20-09/10 Riverside County 2009 Homeland Security Grant Program

Approve the contingency budget transfer, by a two-thirds vote of the members, as presented; (Appendix 30)

Contingency Budget Adjustments

Award a bid for the Re-Roofing Projects-Spruce St, Systems Office and Heating Buildings in the total amount of \$170,001 to Cabral Roofing and authorize the Vice Chancellor, Administration and Finance, to sign the associated agreement;	Bid Award – Re-Roofing Projects-Spruce St, Systems Office & Heating Buildings
Grant out-of-state travel requests; (Appendix No. 31)	Out-of-State Travel
Ratify the contracts totaling \$160,686; (Appendix No. 32)	Contracts and Agreements Report Less than \$76,700 – All District Resources
Approve and authorize District administrators to sign documents as listed; (Appendix 33)	Signature Authorization
Adopt Resolution No. 13-09/10, declaring design and development of Facilities to be LEED Certified, in Recognition of the Green Initiatives in the 2009-2012 Strategic Plan and authorizing signing of said Resolution;	Resolution of the Board of Trustees of Riverside Community College Districting Declaring – Design and Development of Facilities to be LEED Certified, in Recognition of the Green Initiatives in the 2009-2012 Strategic Plan – Resolution No. 13-09/10
Declare the listed property to be surplus; find that the property does not exceed the total value of \$5,000; and authorize the property to be consigned to the Liquidation Company to be sold on behalf of the District; and (Appendix No. 34)	Surplus Property
Accept the projects listed as complete; approve the execution of the Notices of Completion (under Civil Code Section 3093 – Public Works); and authorize the Board President to sign the Notices. (Appendix No. 35)	Notices of Completion
Motion carried. (5 ayes)	
	Information
The Board received the information for the period July 1, 2009 through November 30, 2009.	Monthly Financial Report
The Board received the information for the period ended on September 30, 2009.	CCFS-311Q –Quarterly Financial Status Report for the Quarter Ended September 30, 2009

The Board received the summary report on Measure C general fund obligation bond financial activity through the period ended November 30, 2009.

Measure C Project Commitments
Summary

BOARD COMMITTEE REPORTS

Teaching and Learning

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees ratify the agreement with the County of Riverside to supply office space, classroom and laboratory facilities, from July 1, 2009 through June 30, 2012, based upon the fiscal year 2008-2009 Schedule of Fees for Ben Clark Training Center, and authorize the Vice Chancellor, Administration and Finance, to sign the contract. Motion carried. (5 ayes)

Operational Agreement with
County of Riverside

Mr. Medina, seconded by Ms. Green, moved that the Board of Trustees approve the agreement to provide travel services to Morocco for the study abroad program, for June 18, 2010 through June 29, 2010, for an amount not to exceed \$750.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried (5 ayes)

Agreement with Adventureland
Safari LLC

Resources

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve the Norco Secondary Effects project be delivered using Construction Management Multiple Prime contracting; and approve the agreement with Tilden Coil Constructors, Inc., in the amount of \$1,738,764; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Norco Secondary Effects Project
– Construction Management
Services Agreement

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve Amendment No. 6 with GKK Works for revisions LEED implementation services for the Riverside Nursing/Science Building project in an amount not to exceed \$153,808, and authorize the Vice Chancellor, Administration and Finance, to sign the amendment. Motion carried. (5 ayes)

Riverside Nursing/Science
Building Project – Design
Amendment No. 6

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees approve Amendment No. 1 with AVR Studios, Inc. for additional services for the Riverside Aquatics Complex project in an amount not to exceed \$16,000, and authorize the Vice Chancellor, Administration and Finance to sign the amendment. Motion carried. (5 ayes)

Riverside Aquatics Complex
Project – Design Amendment
No. 1

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees adopt the Riverside Aquatics Complete Project – Excavation Resolution No. 17-09/10 authorizing additional grading and earthwork required for the project, and an amount not to exceed \$100,000 to proceed with Crew, Inc. for the Riverside Aquatics Complex Project excavation. Motion carried. (5 ayes)

Riverside Aquatics Complex
Project – Excavation Resolution
No. 17-09/10

Mr. Takano, seconded by Ms. Green, moved that the Board of Trustees receive the Foundation's independent audit report for the year ended June 30, 2009 for the permanent file of the District. Motion carried. (5 ayes)

2008-2009 Independent Audit
Report for the Riverside
Community College District
Foundation

Mr. Takano, seconded by Ms. Figueroa, moved that the Board of Trustees receive the District's independent audit report for the year ended June 30, 2009 for the permanent file of the District. Motion carried. (5 ayes)

2008-2009 Independent Audit
Report for the Riverside
Community College District

Planning Committee

Ms. Green, seconded by Ms. Figueroa, moved that the Board of Trustees approve the scope design of the Operations Center at the Norco Campus; approve the tentative budget of \$16,834,625 using District Measure "C" funds; approve the project being delivered using Construction Management Multiple Prime contracting; and approve the agreement with Tilden Coil Constructors, Inc., in the amount of \$1,550,013; and authorize the Vice Chancellor, Administration and Finance, to sign the agreement. Motion carried. (5 ayes)

Operations Center (Norco
Campus) – Tentative Budget
Approval and Construction
Management Services
Agreement

Ms. Green, seconded by Mr. Medina, moved that the Board of Trustees approve the scope design of the Parking Structure and Surge Space project at the Moreno Valley Campus and budget, in the amount of \$31,800,000 and authorize the use of Measure “C” Funds. Motion carried. (5 ayes)

Moreno Valley Parking Structure and Surge Space – Tentative Budget Approval

Governance Committee

Ms. Figueroa, seconded by Mr. Medina, moved that the Board of Trustees approve Board Policies 3280 and 3505B. Motion carried. (5 ayes)

Revised and New Board Policies – Second Reading

The Board received for information the minutes from the November 3, 2009 Board of Trustees Governance, Teaching and Learning, Planning, and Resources Committee meetings.

Board of Trustees Committee Meeting Minutes

ACADEMIC SENATE REPORTS

Dr. Sharon Crasnow presented the report on behalf of the District and Norco Campus Academic Senate.

District and Norco Campus

Dr. Richard Davin presented the report on behalf of the Riverside City College Academic Senate.

Riverside City College

BARGAINING UNIT REPORTS

Dr. Dariush Haghighat, President, CTA, presented the report on behalf of the CTA.

CTA – California Teacher’s Association

Mr. Gustavo Segura, President, CSEA, presented the report on behalf of the CSEA.

CSEA – California School Employees

BUSINESS FROM BOARD MEMBERS

Mr. Takano, seconded by Mr. Medina, moved that that the Board of Trustees adopt the Resolution. Motion carried (3 ayes, 2 noes [Blumenthal and Green])

Resolution No. 22-09/10 – Congratulating the Honorable John Perez as the First Openly Gay Assembly Speaker of the California Legislature

The Board adjourned the meeting at 9:40 p.m.

ADJOURNMENT