



MEASURE G-2004 / MEASURE G-2010  
 CITIZENS' BOND OVERSIGHT COMMITTEE  
 MEETING AGENDA

**June 17, 2014**

**Optional Tour 4:30 p.m. – 5:15 p.m. San José City College**

Please meet at San José City College, Room T-112, at 4:30 p.m. to join the tour of the on-going project work.

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

- |   |             |
|---|-------------|
| 1. Call to Order - <i>Chair Jimmy Nguyen</i>  | ACTION      |
| 2. Approval of Agenda   | ACTION      |
| 3. Approval of Minutes from March 18, 2014  | ACTION      |
| 4. Public Comment – <i>3 Minutes per speaker with advance sign in</i><br><i>A reminder to everyone that the purpose of this agenda item is to give members of the public the opportunity to inform the Committee of any issues of concern within our jurisdiction. The Committee values this time and listens with interest. However, as these comments relate to non-agendized items, the Committee may not discuss or comment on them at this time. So, please do not interpret our silence as lack of interest. This is not the case. We thank and appreciate each speaker for taking the time to come to our meeting and speak to us, and we entrust our Chancellor to take appropriate note of the issues raised and proceed with due diligence.</i> | INFORMATION |
| 5. Communications Received by Committee Members   | INFORMATION |
| 6. Staff Reports - <i>Chancellor Cepeda / Vice Chancellor Smith</i>   | INFORMATION |
| 7. Review of Terms & Recruitment for New Members – <i>Ann Kennedy</i>   | INFORMATION |
| 8. Review and Approval of Future Meeting Dates<br>Please reference suggested dates at the end of this agenda.   | ACTION      |
| 9. Amendment to the Bylaws – <i>Vice Chancellor Smith</i>   | INFORMATION |
| 10. Response to Request for the Ground Lease and Joint Use Agreement for the Joint Use 21 <sup>st</sup> Century Post-Secondary Educational Center<br>Approved by the Boards of Trustees on June 11, 2013 - <i>Vice Chancellor Smith</i>   | INFORMATION |
| 11. Bond Sale Activity – <i>Vice Chancellor Smith</i>   | INFORMATION |
| a. Issuance of Measure G-2004, Series C   |             |
| b. Issuance of Measure G-2010, Series C   |             |
| c. 2014 General Obligation Refunding Bonds  |             |

**Board of Trustees**

- 12. Response to Question regarding Rate and Term of 2014 General Obligation Refunding Bonds – *Peter Fitzsimmons* INFORMATION
- 13. Measure G-2010
  - a. Project Updates INFORMATION
    - i. San Jose City College – *Scott Jewell*
    - ii. Evergreen Valley College – *Mark Miller*
    - iii. District Projects – *Steve Thompson*
  - b. Bond List Revision(s) – *Ann Kennedy*
  - c. Financial Report – *Ann Kennedy* ACTION
- 14. Measure G-2004
  - a. Project Updates INFORMATION
    - i. San Jose City College – *Scott Jewell*
    - ii. Evergreen Valley College – *Mark Miller*
    - iii. District Projects – *Steve Thompson*
  - b. Bond List Revision(s) – *Ann Kennedy*
  - c. Financial Report – *Ann Kennedy* ACTION
- 15. Future Agenda Items
- 16. Adjournment ACTION

**Proposed Up-coming Meeting Dates/Times:**

<i>5:30 – 7:00 p.m.</i>		
Meeting Date	Location	Tour
Tuesday, June 17, 2014	San Jose City, T-112	Yes - SJC
Tuesday, September 16, 2014	TBD	Yes – District Office 40 S. Market
Tuesday, January 20, 2015	District Office Conference Room, EVC	Yes - EVC
Tuesday, March 17, 2015	San Jose City, T-112	No
Tuesday, June 16, 2015	District Office Conference Room, EVC	Yes - EVC
Tuesday, September 15, 2015	San Jose City, T-112	Yes - SJC
Tuesday, December 15, 2015	District Office Conference Room, EVC	No



*Newly Proposed Dates*

## Committee Membership

Requirement: Minimum 7 Member Committee\*

*Required Representation (#)	Representing	Current Members	Board Approval Date	Term 1 End Date*	Term 2 End Date*	Term 3 End Date*
Community-At-Large (2)	Community-At-Large	Carol Lizak	8-Feb-11	8-Feb-13	12-Feb-15	
	Community-At-Large	Daniel Kojiro	8-Feb-11	8-Feb-13	12-Feb-15	
	Community-At-Large	Ann Mancuso-Engdahl	8-Feb-11	8-Feb-13	12-Feb-15	
	Community-At-Large	Johnny Lee	8-Oct-13	8-Oct-15		
Senior Citizen's Org. (1)	Senior Citizen's Organization	<i>Vacant</i>				
Bona-fide Tax Payer's Association (1)	Taxpayer's Association	Jimmy Nguyen	8-Feb-11	8-Feb-13	12-Feb-15	
Business Community (1)	Business Community Member from within the District	<i>Vacant</i>				
Student (1)	Student - San Jose City College	Alex Ward	8-Oct-13	8-Oct-15		
	Student- Evergreen Valley College	<i>Vacant - EVC</i>				
Support Organization (1)	Support Organization	Leo Cortez	12-Nov-13	12-Nov-15		

For information and an application, please visit: <http://cboc.sjebond.com/committee-members/>



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 3: Approval of Minutes from March 18, 2014**

**CITIZENS' BOND OVERSIGHT COMMITTEE**

**DRAFT MEETING MINUTES**

Tuesday, March 18, 2014 - 5:30 PM  
San Jose City College, Room T-112 (WI)  
2100 Moorpark Avenue San Jose, CA 95128

<u>Present:</u>	Daniel Kojiro	Community At-Large
	Johnny Lee	Community At-Large
	Carol Lizak	Community At-Large
	Ann Mancuso-Engdahl	Community At-Large
	Jimmy Nguyen	Taxpayers' Association
<u>Guest:</u>	Lisa Meak	NBC News
<u>Absent:</u>	President Byron Breland	SJCC
	Leo Cortez	Community At-Large
	Casey Michaelis	Gilbane
	Bob Nunez	Community At-Large
	Alex Ward	Student Representative SJCC
	President Henry Yong	EVC
<u>Staff:</u>	Chancellor Rita Cepeda	SJECCD
	Vice Chancellor Douglas Smith	Administrative Services, SJECCD
	Steve Thompson	Director Facilities & BP Mgmt., SJECCD
	Peter Fitzsimmons	Director of Financial Services, SJECCD
	Linda Wilczewski	Controller, SJECCD
	Marilyn Morikang	District Staff Accountant, SJECCD
	Vice President Henry Gee	Administrative Services, EVC
	Vice President Seher Awan	Administrative Services, SJCC
	Mark Miller	Gilbane
	Scott Jewell	Gilbane
	Ann Kennedy	Gilbane
	Mike Chegini	Gilbane
	Anna Tiscareno	Gilbane

**AGENDA:**

1. Call to Order  
The meeting was called to order at 5:40 p.m.
2. Statement Regarding Meeting Management  
Vice Chancellor Smith gave a detailed overview and distributed a Statement for Public Comments to the Citizens' Bond Oversight Committee members.
3. Approval of Agenda  
Johnny Lee / Carol Lizak  
Unanimously approved
4. Approval of Minutes for January 21, 2014  
The committee reviewed the previously distributed September 17, 2013 meeting minutes and asked for comments. There were no comments. Johnny Lee / Carol Lizak motioned and the committee unanimously approved the amended meeting minutes.

5. Election of Chair / Vice Chair

An election for new Citizens' Bond Oversight Committee Vice Chair was held during the March 18, 2014 meeting.

Member Johnny Lee was elected unanimously as Citizens' Bond Oversight Committee Vice Chair.

6. Public Comments

There were no public comments made.

7. Communications Received by Citizens' Bond Oversight Committee Members

There were no communications received.

8. Staff Reports

Vice Chancellor Smith gave a brief overview of the Measure G-2004 and Measure G-2010 Bond Website and emphasized that we truly hope that this is a significant savings to the Tax Payers.

Chancellor Cepeda gave a brief overview of the meeting that was facilitated by the Chancellor in Sacramento on March 18, 2014.

9. Acknowledgment of Services

Departing Citizens' Bond Oversight Committee Member Mr. Joseph Becker was recognized at the March 18, 2014 Citizens' Bond Oversight Committee meeting and thanked for his substantial contributions during his tenure with the Citizens' Bond Oversight Committee.

10. Response to Request

On June 11, 2013 Mr. David Casnocha of Stradling, Yocca, Carison & Rauth presented to the Board of Trustees legal parameters in regards to the Bond ballot language and construction projects and discussed the parameters and legal guidelines that govern the Board of Trustees authority to approve bond construction projects against the framework of the ballot language approved by the voters for the Measure G-2004 and G-2010 Bond Programs.

Agenda item 10: Briefing on the June 11, 2013 Board Presentation is attached to the March 18, 2014 agenda packet.

11. Response to Question regarding Audit Reports

Mr. Fitzsimmons summarized the response to a question that was posed in the previous Citizens' Bond Oversight Committee meeting, January 21, 2014, regarding the breakdown of the accounts receivable line items reflected in the Measure G-2004 and Measure G-2010 Audit Reports for the period ended 06/30/13.

In response, the following information was provided:

- Measure G-2004 Santa Clara County Office (SCCO) Receivable \$10,559.85  
Division of the State Architect (DSA) Refund Receivable \$3,178.50
- Measure G-2010 Santa Clara County Office (SCCO) Interest Receivable \$43,007.23

12. Report on Presentation of Annual Report to Board of Trustees

Vice Chancellor Smith gave a brief overview of the Measure G-2004 and Measure G-2010 Citizens' Bond Oversight Committee's 2012-2013 Annual Report that was presented to the Board of Trustees meeting, February 11, 2014.

13. Introduction of Measures G Newsletter

Mr. Chegini presented a brief overview of the Measures G Newsletter to the Citizens' Bond Oversight Committee Members.

14. Measure G-2010

a. Project Update: Vice Chancellor Smith gave an overview of the new District Office regarding current status of the District Office project.

i. San Jose City College: Mr. Jewell gave a brief overview of project highlights.

ii. Evergreen Valley College: Mr. Miller gave a brief overview of the project highlights.

iii. District Projects: Mr. Jewell and Mr. Miller gave a brief overview of the project highlights. The Citizens' Bond Oversight Committee meeting agenda, March 18, 2014, didn't include the District Project. This agenda would be updated to reflect this addition.

b. Bond List Revision(s)

There was one Measure G-2010 Bond List Revision (November 12, 2013) during the reporting period ending December 31, 2013. This Bond List Revision was reported upon at the last meeting of the Committee, it was resubmitted to the Committee due to corrected formatting issues on the Agenda Item Details page.

There was one Measure G-2010 Bond List Revision that occurred after the reporting period ending December 31, 2013, and prior to the Citizens' Bond Oversight Committee meeting March 18, 2014. This revision took place at the February 11, 2014 Board of Trustees' meeting and was reflected in the November 12, 2013 report.

The Bond List Revision and the associated back-up from the Board of Trustees' meeting approving the revision was incorporated in the meeting packet distributed during this Citizens' Bond Oversight Committee meeting.

c. Measure G-2010 Financial Reports:

Ms. Kennedy presented an overview of the Measure G-2010 Financial Report from inception through December 31, 2013 and gave an update regarding the cost and schedule status of the program. Daniel Kojiro / Johnny Lee motioned and the committee unanimously approved the Measure G-2010 Financial Reports.

There were no "caution" projects to discuss for reporting period inception to December 31, 2013 of the San Jose City College, Evergreen Valley College, and District.

d. Response to Questions:

d.i Ms. Kennedy presented an overview of the Measure G-2010 District Office Expenditure Detail from inception through December 31, 2013, the County Pool Interest Rate and gave an update regarding the cost and schedule status of the program.

15. Measure G-2004

a. Project Update:

- i. San Jose City College: Mr. Jewell gave a brief overview of project highlights.
- ii. Evergreen Valley College: Mr. Miller gave a brief overview of the project highlights. The Citizens' Bond Oversight Committee meeting agenda, March 18, 2014, didn't include the San Jose City College and Evergreen Valley College project update. This agenda would be updated to reflect this addition.
- iii. District Projects: Mr. Jewell gave a brief overview of the project highlights.

b. Bond List Revision(s)

There was one Measure G-2004 Bond List Revisions during the reporting period ending December 31, 2013. The Bond List Revision was reported upon at the last meeting of the Committee and was included in the financial reports for this period.

There was one Measure G-2004 Bond List Revision that occurred after the reporting period ending December 31, 2013, and prior to this meeting. This revision took place at the Board of Trustees' meeting and was reflected in the report dated February 11, 2014.

The Bond List Revision and the associated back-up from the Board of Trustee's meeting approving the revision was incorporated in the meeting packet distributed during this Citizens' Bond Oversight Committee meeting.

c. Measure G-2004 Financial Report

Ms. Kennedy presented an overview of the Measure G-2004 Financial Report from inception through December 31, 2013 and gave an update regarding the cost and schedule status of the program. Carol Lizak / Ann Manucuso-Engdahl motioned and the committee unanimously approved the Measure G-2004 Financial Reports.

16. Future Agenda Items:

No upcoming agenda items were discussed.

17. Adjournment:

Johnny Lee / Carol Lizak

The meeting adjourned at 7:13 p.m.

The next scheduled meeting is June 17, 2014 at 5:30PM – 7:00PM. This meeting will be held at San Jose City College T-112 (WI)



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 9: Amendment and Restatement of the Citizens' Bond Oversight Committee  
Bylaws – *Vice Chancellor Smith***



### **Agenda Item Details**

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Meeting	Jun 10, 2014 - Governing Board Meeting Agenda
Category	I. ACTION AGENDA
Subject	3. Resolution Number 061014-3 Approving the Independent Citizens' Bond Oversight Committee Amended and Restated Bylaws
Type	Action
Preferred Date	Jun 10, 2014
Absolute Date	Jun 10, 2014
Budget Source	Measures G-2004 and G-2010
Recommended Action	A recommendation that the Board of Trustees approve Resolution No. 061014-3 amending and restating the Bylaws of the Independent Citizens' Bond Oversight Committee.

Resolution No. 061014-3 approves revised Bylaws for the District's Citizens' Bond Oversight Committee. The primary goal of amending the bylaws is to incorporate recent changes to the Education Code provisions governing bond oversight committees. The most important changes include:

- Committee members are now permitted to serve three consecutive two year terms.
- District is required to provide copies of the Proposition 39 financial and performance audits to the Committee at the same time they are submitted to the Board.
- District is required to provide copies of any audit responses to findings to the Committee within three months of the date the District receives the audits.
- Committee members are reminded that they are subject to several of the conflict of interest provisions of the Education Code.

In addition to the above, grammar and language edits have been made for clarification purposes.

[A - DOCSSF 98381 v1 Resolution Approving Amended and Restated Bylaws SJECCD MG 2004-2010.pdf \(84 KB\)](#)

[A - DOCSSF 79009 v3 CBOC Bylaws SJECCD.pdf \(182 KB\)](#)

**For more information on this agenda item, please contact Joy Pace, Executive Administrative Assistant to the Chancellor, at (408) 270-6402.**

**SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT  
RESOLUTION NO. 061014-3**

RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN JOSE-  
EVERGREEN COMMUNITY COLLEGE DISTRICT APPROVING AMENDED  
AND RESTAED BYLAWS FOR INDEPENDENT CITIZENS' BOND  
OVERSIGHT COMMITTEE

**WHEREAS**, a duly called municipal election was held in the San Jose-Evergreen Community College District (the "District"), Santa Clara County (the "County"), State of California, on November 2, 2004 (the "2004 Election") and thereafter canvassed pursuant to law;

**WHEREAS**, at the 2004 Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$185,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District ("2004 Measure G");

**WHEREAS**, a duly called municipal election was held in the District on November 2, 2010 (the "2010 Election") and thereafter canvassed pursuant to law;

**WHEREAS**, at the 2010 Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$268,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District ("2010 Measure G," and together with the 2004 Measure G, the "Measures");

**WHEREAS**, the Board of Trustees of the District (the "Board") previously has established an independent citizens' bond oversight committee (the "Committee") in connection with the issuance of bonds under the Measures, and approved a form of bylaws governing such Committee; and

**WHEREAS**, the Board now wishes to approve a form of amended and restated bylaws for the Committee (the "Amended and Restated Bylaws").

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

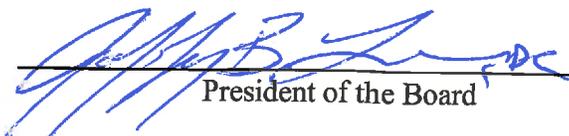
Section 1. Authorization. The Measures were authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution in accordance with the requirements of the Strict Accountability In Local School Construction Bonds Act of 2000 (the "Act").

Section 2. Amended and Restated Bylaws. The Amended and Restated Bylaws, as submitted herewith and attached hereto, are hereby approved. The Committee shall operate pursuant to such Board-approved Amended and Restated Bylaws. The Committee shall have only those responsibilities granted to them in the Act and in the Amended and Restated Bylaws.

Section 3. Other Actions. Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution and the Amended and Restated Bylaws. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014:

BOARD OF TRUSTEES OF THE SAN JOSE-  
EVERGREEN COMMUNITY COLLEGE  
DISTRICT

  
\_\_\_\_\_  
President of the Board

ATTEST:

  
\_\_\_\_\_  
Secretary to the Board

STATE OF CALIFORNIA            )  
  )  
SANTA CLARA COUNTY            )

I, Dr. Rita M. Cepeda, do hereby certify that the foregoing Resolution No. **061014-3** was duly adopted by the Board of Trustees of the San Jose-Evergreen Community College District at a meeting thereof held on \_\_\_\_ day of \_\_\_\_\_, 2014 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By:   
Secretary to the Board of Trustees

**INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE  
AMENDED AND RESTATED BYLAWS**

**Section 1. Committee Established.** The San Jose-Evergreen Community College District (the "District") was successful at the election conducted on November 2, 2004 (the "2004 Election"), in obtaining authorization from the District's voters to issue up to \$185,000,000 aggregate principal amount of the District's general obligation bonds (the "2004 Measure G"). The District was successful at the election conducted on November 2, 2010 (the "2010 Election"), in obtaining authorization from the District's voters to issue up to \$268,000,000 aggregate principal amount of the District's general obligation bonds (the "2010 Measure G"). The 2004 Election and the 2010 Election are hereinafter referred to as the "Elections." The 2004 Measure G and the 2010 Measure G are hereinafter referred to as the "Measures." The Elections were each conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code and a resolution of the Board of Trustees of the District (the "Board"), the District has established an Independent Citizens' Bond Oversight Committee (the "Committee"), which shall have the duties and rights set forth in these Amended and Restated Bylaws. The Committee does not have legal capacity independent from the District.

**Section 2. Purposes.** The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Measures. Regular and scheduled maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform only the duties set forth in Sections 3.1, 3.2, and 3.3 hereof, and shall refrain from those activities set forth in Sections 3.4 and 3.5.

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee.

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the Measures; and (b) no bond proceeds were used for any teacher or administrative salaries or other operating expenses, in compliance with Attorney General Opinion 04-110, issued on November 9, 2004.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Chancellor. Either the Board or the Chancellor, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of construction contracts,
- (ii) Approval of construction change orders,
- (iii) Expenditures of construction funds,
- (iv) Handling of all legal matters,
- (v) Approval of construction plans and schedules,
- (vi) Approval of scheduled maintenance plans, and
- (vii) Approval of the sale of bonds.

3.5 Measures Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of the Measures bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without the Measures bond proceeds shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the bond projects, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive copies of the District's annual, independent performance audit and annual, independent financial audit, required by Prop 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(b) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Vice-Chancellor, Administrative Services.

(c) Review copies of scheduled maintenance proposals or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(e) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

**Section 5. Membership.**

5.1 Number.

The Committee shall consist of at least seven (7) members appointed by the Board from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member active in a support organization for the District, such as a foundation.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

- (a) To be a qualified person, he or she must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest.

(a) Members of the Committee are not subject to the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and are not required to complete Form 700; but each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Amended and Restated Bylaws.

(b) Pursuant to Section 35233 of the Education Code, the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code (“Article 4”) and Article 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code (“Article 4.7”) are applicable to members of the Committee. Accordingly:

(i) Members of the Committee shall not be financially interested in any contract made by them in their official capacities or by the Committee, nor shall they be purchasers at any sale or vendors at any purchase made by them in their official capacity, all as prohibited by Article 4; and

(ii) Members of the Committee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to duties as a member of the Committee or with the duties, functions, or responsibilities of the Committee or the District. A member of the Committee shall not perform any work, service, or counsel for compensation where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of the District’s Board of Trustees, except as permitted under Article 4.7.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the date of appointment by the Board. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members will draw lots to select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Members whose terms have expired may continue to serve on the Committee until a successor has been appointed.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District shall advertise for members in local newspapers, on its website, and in other customary forums, as well as solicit appropriate local groups for applications; (b) the Chancellor will review the applications; and (c) the Chancellor will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall seek to fill any vacancies on the Committee within 90 days of the occurrence of a vacancy.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; (c) the Committee shall not establish sub-committees for any purpose; and (d) the Committee shall have the right to request and receive copies of any public records relating to the Measures-funded projects.

## **Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee shall meet at least once a year, but no more frequently than quarterly.

6.2 Location. All meetings shall be held within the boundaries of the San Jose-Evergreen Community College District, located in Santa Clara County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business.

## **Section 7. District Support.**

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation, translation, and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

**Section 8. Reports.** In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of

the Committee. The Annual Report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9. Officers.** The Board, upon the recommendation of the Chancellor shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect the Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected by vote of a majority of the members of the Committee.

**Section 10. Amendment of Bylaws.** Any amendment to these Bylaws shall be approved by a majority vote of the Board.

**Section 11. Termination.** The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all Measures monies.

**INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE  
ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

**POLICY**

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds; or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the San Jose-Evergreen Community College District.

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 10: Response to Request for the Ground Lease and Joint Use Agreement  
for the Joint Use 21<sup>st</sup> Century Post-Secondary Educational Center  
Approved by the Boards of Trustees on June 11, 2013 - *Vice Chancellor Smith***

**GROUND LEASE AND JOINT USE AGREEMENT**

by and between

**MILPITAS UNIFIED SCHOOL DISTRICT**

and

**SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT**

for

**JOINT USE 21st CENTURY POST-SECONDARY  
EDUCATION CENTER  
MILPITAS, CALIFORNIA**

dated

**June 11, 2013**  
(Effective Date)

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## GROUND LEASE and JOINT USE AGREEMENT

(Milpitas Unified School District/San Jose Evergreen Community College District)  
Milpitas, California

THIS GROUND LEASE AND JOINT USE AGREEMENT ("**Agreement**") is effective as of June 11, 2013 ("**Effective Date**") by and between the MILPITAS UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California ("**MUSD**"), and the SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT, a public community college district organized and existing under the laws of the State of California ("**SJECCD**"). MUSD and SJECCD may be referred to herein individually as a "**Party**" or jointly as the "**Parties**."

### RECITALS

**A.** MUSD is the owner of certain real property located in Milpitas, California, commonly known as Russell Middle School ("**Property**") and legally described on **Exhibit A**, attached hereto and made a part hereof by this reference, a portion of which is unimproved land currently used as an athletic field and available for development of a joint use education center.

**B.** SJECCD has \$10,000,000 of capital construction funding from its Measure G-2004 Bond Measure available for the design and construction of a joint use education center on a portion of the Property.

**C.** Education Code section 10400 encourages local school districts and community college districts to share resources in order to improve their educational systems and to enrich their educational offerings. The Parties recognize that a joint collaboration provides efficiency, economy and furthers the interests and welfare of the community as a whole.

**D.** MUSD and SJECCD entered into a Memorandum of Understanding, effective October 9, 2012 ("**MOU**"), attached hereto as **Exhibit C**, setting forth their intent to develop a joint use 21<sup>st</sup> century post-secondary education center to be constructed on MUSD property, financed by SJECCD bond funds and operated jointly by the Parties ("**Joint Use Center**").

**E.** MUSD's Board of Trustees has determined that approximately four (4) acres of athletic fields on the Property are available for construction and operation of the Joint Use Center, as depicted on **Exhibit B**, attached hereto and made a part hereof by this reference ("**Premises**").

**F.** Pursuant to the MOU, the Parties desire to enter into a long term ground lease and joint use agreement of a portion of the Property for development and operation of the Joint Use Center under the terms set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, MUSD and SJECCD agree as follows:

## ARTICLE 1

### LEASE

**1.1 Premises.** The Premises consist of approximately four (4) acres of land currently used as athletic fields for Russell Middle School, located at 1500 Escuela Parkway in the City of Milpitas, California APN 026-26-001, legally described and depicted on **Exhibit B**. The Premises shall be separated from the Russell Middle School campus by fencing, the type and dimensions of which shall be agreed upon by both Parties. If required by the State Chancellor as a condition of SJECCD obtaining apportionment for FTES, the Governing Board of MUSD shall adopt a resolution declaring that the Center, when completed, shall be open to the public.

**1.2 Lease.** MUSD hereby leases the Premises to SJECCD and SJECCD hereby leases the Premises from MUSD on the terms and conditions set forth herein.

**1.3 Title Documents.** Within sixty (60) days of the Term Commencement Date, MUSD shall provide to SJECCD a regularly issued and insured preliminary title report on the Premises, together with copies of all underlying documents issued by a qualified title company establishing to SJECCD's satisfaction that MUSD is the sole fee title owner of the Premises and that the Premises are not encumbered with restrictions or liens or other encumbrances which would interfere with SJECCD's power to lease or its power to develop the site in the manner described in this Agreement or otherwise prejudice SJECCD's rights under this Agreement ("**Title Report**").

**1.4 Possession.** Possession and control of the Premises for environmental clearance, design, permit approval, plan review and all construction purposes shall be delivered to SJECCD no later than thirty (30) days after the Effective Date.

**1.5 Appraisal.** The Parties shall agree on one qualified appraiser to provide an appraisal of the fair market value of the Premises for purposes of determining the joint use formula for operation and use of the Joint Use Center. Payment of the appraisal fees shall be divided equally between the Parties.

**1.5.1 Qualifications of Appraiser.** The appraiser appointed under this Section 1.5 shall have at least ten (10) years' experience in the appraisal of real property in the general geographical area of the Premises, and shall be a member of professional organizations such as the American Appraisal Institute with a designation of MAI or equivalent.

**1.5.2 Circumstances.** The appraiser shall take into consideration the following existing circumstances:

- a. SJECCD is seeking real property in the City of Milpitas on which to construct a joint use education center but would not purchase in the private market;
- b. The Premises are currently used as athletic fields for Russell Middle School;

c. Any other relevant information provided by the Parties.

**1.5.3 Fair Market Value.** As used in this section, the term "fair market value" shall mean the price that a ready and willing buyer would pay for similarly situated property, taking into account all relevant market factors.

**1.5.4 Use.** The appraiser shall value the Premises for two uses: (i) highest and best use for private property; and (ii) highest and best use for public school property.

**1.5.5 Good Faith Determination.** Upon receipt of the appraisal, the Parties shall use the appraisal information to determine in good faith the present fair market value of the Premises. If the Parties are unable to agree on the present fair market value, this Agreement shall be null and void.

## **ARTICLE 2**

### **BASIC PROVISIONS**

**2.1 Basic Provisions.** For the convenience of the Parties, certain basic provisions of the Agreement are set forth below, subject to the remaining terms and conditions of the Agreement.

**2.1.1 Address of the Premises.** A portion of 1500 Escuela Parkway Milpitas, California.

**2.1.2 Rent.** Ground lease rent payable by SJECCD is waived for the term of the Agreement as consideration for SJECCD's construction of the Joint Use Center.

**2.1.3 Term.**

(a) Term Commencement Date: Effective Date

(b) Term Expiration Date: Forty (40) years after Term Commencement Date, unless extended or earlier terminated as described herein.

(c) Option to Extend: One forty (40) year extension as described in Article 16

**2.1.4 Permitted Use.** Construction and joint operation of the Joint Use Center on the Premises and any lawful associated uses mutually agreed upon by the Parties.

**2.1.5 Address for Notices.**

#### **MUSD**

Milpitas Unified School District  
1331 East Calaveras Boulevard  
Milpitas, California 95035

Attention: Cary Matsuoka, Superintendent  
Email: **cmatsuoka@musd.org**  
Phone: (408) 635-2600  
Fax: (408) 235-2616

With a copy to:

Fagen Friedman & Fulfrost LLP  
1 Civic Center Drive  
San Marcos, California 92069  
Attention: Kathleen J. McKee, Esq.  
Email: **kmckee@fagenfriedman.com**  
Phone: (760) 304-6000  
Fax: (760) 304-6011

**SJECCD**

San Jose Evergreen Community College District  
4750 San Felipe Road  
San Jose, California 95135  
Attention: Rita Cepeda, Chancellor  
Email: **rita.cepeda@sjeccd.edu**  
Phone: (408) 274-6402  
Fax: (408) 239-8801

With a copy to:

Lynch and Shupe, LLP  
700 Airport Blvd., Ste. 410  
Burlingame, California 94010  
(650) 579-0300 Fax  
Attention: John A. Shupe, Esq.  
Email: **jshupe@lynchshupelaw.com**  
Phone: (650) 579-5950  
Fax: (650) 579-0300

**2.2 Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A - Legal Description of Property
- Exhibit B – Legal Description and Depiction of Premises
- Exhibit C – Memorandum of Understanding
- Exhibit D – Improvement Plans

## **ARTICLE 3**

### **TERM**

**3.1 Commencement.** The term of this Agreement shall commence on the **Effective Date**, which is defined as the date on which the last of the Parties has executed the Agreement ("**Term Commencement Date**").

**3.2 Term.** The initial term of the Agreement shall be that forty (40) year period beginning from the Term Commencement Date and ending June 10, 2053 ("**Term Expiration Date**"), unless extended or sooner terminated provided herein.

**3.3 Option to Extend.** Subject to the terms in Article 16, SJECCD may extend the term for an additional forty (40) year period.

## **ARTICLE 4**

### **RENT**

**4.1 Waiver of Ground Lease Rent.** Annual rent payments are waived for the initial term of this Agreement as consideration for SJECCD's construction of the Joint Use Center on the Premises and MUSD's shared use of the Joint Use Center.

## **ARTICLE 5**

### **IMPROVEMENTS**

**5.1 Initial Improvements.** SJECCD shall construct initial improvements on the Premises ("**Improvements**") in accordance with its improvement plans, any revisions, and additional improvement plans ("**Improvement Plans**") at SJECCD's sole cost and expense, including the expense of design, permitting, and construction.

**5.2 Architect/Design/Construction Team.** SJECCD shall select, hire, and manage the architect/design/builder/construction management team, with recommendations from MUSD which will not be unreasonably rejected.

**5.3 Design Phase.** The Parties shall cooperate on design and construction of the Improvements.

**5.3.1 Design Committee.** Upon the Effective Date or as soon thereafter as practical, the Parties shall appoint members of a design committee ("**Design Committee**") consisting of three persons from SJECCD and three from MUSD, one of whom from each Party shall serve as Co-chair. The Design Committee shall meet and commence its work no later than thirty (30) days after the Effective Date. As an integral part of its efforts, members of the Design Committee agree to maintain the collaborative working relationship expressed as one of the goals in the MOU.

**5.3.2 Educational Program Committee.** Also upon the Effective Date or as soon thereafter as practical, the Parties shall appoint members of an educational program committee ("**Educational Program Committee**") consisting of three persons from SJECCD and three from MUSD, one of whom from each Party shall serve as Co-chair. The Educational Program Committee shall meet and commence its work no later than thirty (30) days after the Effective Date. As an integral part of its efforts, members of the Educational Program Committee agree to maintain the collaborative working relationship expressed as one of the goals in the MOU.

**5.3.3 Initial Design Proposal.** The Educational Program Committee shall deliver its written recommendations to the Design Committee no later than sixty (60) days after its first meeting. The written recommendations shall include educational program requirements concerning the disciplines to be offered and facilities needs for those programs. Within thirty (30) days of receipt of the written recommendations, the Design Committee shall incorporate information from the Educational Program Committee and deliver one or more initial design proposals ("**Initial Design Proposal**") to SJECCD. The Committees shall consider such issues as the number, types, sizes and purposes of classrooms, lecture halls, labs, conference rooms, library facilities and office facilities; furniture, fixtures and equipment, minimum occupancy capacities; common areas, technology requirements and related infrastructure.

**5.3.4 Review by SJECCD and Architect/Design Team.** Within sixty (60) days of receiving the Initial Design Proposal(s), SJECCD shall confer with its architect and design team and generate an initial design plan ("**Initial Design Plan**") for distribution to interested groups and to the Committees.

**5.3.5 Review of Initial Design Plan.** Within thirty (30) days following distribution of the Initial Design Plan, SJECCD shall hold two or more public meetings, open to any interested persons, to receive comment and feedback on the Initial Design Plan and to consider suggested changes. The Co-Chairs of the Design and Educational Program Committees shall attend these meetings and report back to their respective Committees for review and consideration of further changes.

**5.3.6 Final Design Plan.** Within fourteen (14) days following the last of the public meetings, each Committee shall provide SJECCD with its final suggested recommendations regarding the Initial Design Plan. SJECCD shall meet with its architect and design team to make the final determination of the design plan to be submitted for DSA approval ("**Final Design Plan**"). Notwithstanding any other provision in this Agreement, SJECCD is authorized to give final approval to a design for the Center which can be fully constructed within the budget of Measure G bond funds available for construction at the time the design is approved by DSA and to reject design features which increase the project cost beyond that budget.

**5.3.7 Design Schedule.** A summary of the tentative design schedule is listed below. The design schedule may be modified by written agreement of both Parties.

**Date**

Effective Date (or as soon as practical)

Form **Committees.**

No later than 30 days after Effective Date	Commence Committee work.
No later than 60 days after 1 <sup>st</sup> mtg	Educational Program Committee delivers written recommendations to Design Committee.
No later than 30 days after Design Committee receives recommendations	Design Committee incorporates recommendations into <b>Initial Design Proposal</b> and delivers to SJECCD.
No later than 30 days after SJECCD receives Initial Design Proposal	SJECCD confers with architect/design team, generates <b>Initial Design Plan</b> and distributes it to Committees and all interested parties.
No later than 30 days after distribution	Two or more public meetings to get input. Co-Chairs take input back to Committees.
No later than 14 days after last public meeting	SJECCD considers final input and generates <b>Final Design Plan</b> .

**5.3.8 Improvement Plans.** The Improvement Plans shall consist of (i) the Final Design Plan approved by DSA, including any SJECCD field changes; and (ii) an estimated schedule for construction of the Improvements. The Improvement Plans are incorporated into this Agreement as **Exhibit D.**

**5.3.9 Miscellaneous.** MUSD shall provide recommendations regarding design, siting and construction schedule, including needed walkways, landscaping, parking lots and outdoor lighting. Subject to available funding, the Improvement Plans shall include "smart classrooms" as that term is commonly used for technological advances in classroom design and large lecture facilities and laboratories.

**5.4 Discretionary Permits.** The Parties shall cooperate in obtaining all required permits, approvals, certifications and environmental clearances for commencement of construction. SJECCD shall determine and obtain, at its sole cost and expense, any permits necessary for construction of the Improvements, including but not limited to those listed below. Upon SJECCD's request, MUSD, as owner of the Premises, will promptly sign and acknowledge any application to a governmental entity having jurisdiction over the Premises for the necessary approvals and discretionary permits, provided that MUSD incurs no cost other than the administrative and consulting costs necessary for review. To the extent possible, DSA approval, Chancellor's Office approval and CEQA review shall be pursued during the Design Phase or at the earliest possible time, with the goal of minimizing the length of time between execution of this Agreement and start of construction. The Parties shall cooperate in any required public hearings and MUSD shall provide representatives to give testimony as needed.

**5.4.1** Division of State Architect ("DSA") approvals.

**5.4.2** Approvals and certifications from the Chancellor's Office.

**5.4.3** California Environmental Quality Act ("CEQA") review and approval. MUSD shall act as lead agency for determination and approval of CEQA review. If the facts and

circumstances support a negative declaration, the Parties shall prefer that level of clearance. If at any time during CEQA review, SJECCD determines in good faith that obtaining necessary environmental approval is likely to fail, or that mitigation of environmental issues will cost an unreasonable amount, such determination shall be grounds upon which SJECCD may terminate this Agreement with no penalty.

## **ARTICLE 6**

### **CONSTRUCTION**

**6.1 Commencement of Construction.** Construction of the Improvements shall commence in accordance with the construction schedule approved with the Improvement Plans ("**Commencement of Construction**"). Notwithstanding any other provision in this Agreement, SJECCD shall have authority to accomplish value engineering and field design changes it deems reasonably necessary to complete construction within its budget so long as such changes are consistent with the final approved design. Construction shall not commence until:

**6.1.1** All approvals required to be completed before construction (DSA, Chancellor's Office, CEQA and any other governmental agencies) have been obtained; and

**6.1.2** Sufficient funding is or will be available for completion of the Improvements as evidenced by the SJECCD's Board of Trustees' authorization of the funding; and

**6.1.3** SJECCD provides to MUSD evidence of contractor insurance and bonds described below.

**6.2 Bonds.** Each contractor engaged by SJECCD to perform services for the construction of the Improvements, including any site preparation, shall furnish to SJECCD, which shall deliver copies of the following to MUSD prior to commencement of construction:

**6.2.1 Performance Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, in an amount equal to one hundred percent (100%) of the contract price payable under the contract securing the faithful performance of the contractor of its contract with SJECCD; and

**6.2.2 Payment Bond.** A bond issued by a corporate surety authorized to issue surety insurance in California, in an amount equal to one hundred percent (100%) of the contract price payable under the contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the construction contract.

**6.3 Contractor Insurance.** During the period of the construction of the Improvements upon the Premises, SJECCD shall require its contractors to obtain and keep in force builder's risk insurance, insuring SJECCD, MUSD and such other parties as SJECCD may designate as an additional insured, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

**6.4 Compliance with Laws.** The Improvements shall be constructed and all work on the Premises shall be performed in accordance with applicable laws, ordinances and regulations of federal, state, county, or local governmental agencies having jurisdiction over the Premises, including but not limited to the Americans with Disabilities Act of 1990 ("**ADA**"), the California Education Code and Division of State Architect ("**DSA**") standards for school facilities and the regulations for both, as amended from time to time. All work performed on the Premises under this Agreement shall be done in a good and workmanlike manner.

**6.5 Mechanics Liens.** At all times during the term of this Agreement, SJECCD shall keep the Premises and all Improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises.

**6.6 Construction on Premises.** The Premises are located on property adjacent to a middle school as depicted on **Exhibit B**. The Parties shall cooperate to establish a perimeter around the construction area and procedures to minimize adverse effects of construction on the operation of the school or classroom activities.

**6.7 Safety and Security.** SJECCD is responsible for its general contractor's maintenance of safety and security at the construction site. SJECCD shall require language in its construction contracts that obligates its general contractor to maintain a safe and secure construction site.

**6.8 Utility Easements.** MUSD, as owner of the Premises, will execute, acknowledge and deliver to SJECCD for recording, any grant of easement (i) over, upon, across or under the Premises or any portion of it; (ii) in favor of any governmental subdivision or any gas, electric or similar company; and/or (iii) for the purpose of widening any street or providing to the Premises such services as are customarily understood to be "utilities."

**6.9 Notice of Non-Responsibility.** Upon notice of commencement of construction, MUSD, in its sole discretion and at its sole cost, shall post and record a Notice of Non-Responsibility pursuant to California Civil Code section 8444 (and any successor statute).

**6.10 Construction Committee.** Prior to commencement of construction each Party shall appoint four (4) members to a construction committee which shall independently monitor the course of construction ("**Construction Committee**"). SJECCD and MUSD shall each assign one of its employees to act as liaison to the Construction Committee. The Construction Committee shall provide the liaisons with periodic input regarding construction issues and any other concerns noticed.

**6.11 Substantial Completion.** SJECCD shall notify MUSD and the Construction Committee when the contractor and architect have declared that the project is substantially complete and shall afford the Construction Committee the opportunity to review and provide input on preparation of a comprehensive punch list and elimination of punch list items by the Contractor.

**6.12 Operational Date.** Based on input from the Contractor, the architect and design team, the Construction Manager, the Construction Committee and its own inspections, when

reasonably possible SJECCD shall give MUSD advance notice of the date it believes the Joint Use Center will become operational. For purposes of this Agreement, the "**Operational Date**" shall mean the date either Party commences offering educational programs to students at the Joint Use Center. The Parties' rights and responsibilities regarding use of the Joint Use Center are outlined more specifically beginning with Article 8 of this Agreement.

**6.13 Improvements and Alterations After Initial Improvements.** SJECCD shall have the right from time to time during the term of this Agreement to make changes, alterations and additional improvements to the Premises (collectively, the initial and later improvements shall be referred to as "**All Improvements**"), subject to the applicable requirements in this Article 6. All Improvements costing less than Twenty Five Thousand Dollars (\$25,000.00) shall not be subject to the notice and bonding requirements of Article 6.

**6.13.1 Notice to MUSD.** At least sixty (60) days prior to the commencement of any work on additional improvements, SJECCD shall notify MUSD in writing of its intention to commence work and the intended commencement date. SJECCD shall submit all drawings and specifications relating to the proposed construction to the MUSD for review and approval by MUSD, which approval shall not be unreasonably denied. If MUSD fails to notify SJECCD of its decision within sixty (60) days of receipt by MUSD of the drawings and specifications, MUSD will be deemed to have approved the proposed work.

**6.13.2 Commencement of Construction.** At least thirty (30) days prior to the commencement of any Improvements, SJECCD shall notify MUSD in writing of its intention to commence work and the intended commencement date.

**6.13.3 Written Contract.** All work shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors.

## **ARTICLE 7**

### **OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY**

**7.1 Ownership of Improvements.** During the term of this Agreement, including any extended term, title to the Improvements shall be vested in SJECCD.

**7.1.1 Early Termination.** If the Agreement is terminated early pursuant to Article 15, and SJECCD does not elect to purchase the Premises pursuant to the requirements of section 16.1, title to the Improvements shall be transferred to MUSD free and clear of any liens or encumbrances except those agreed to by MUSD upon MUSD's payment to SJECCD of the current fair market value of the Improvements.

**7.1.2 Fair Market Value.** Fair market value for the Improvements shall be determined using the process in section 16.1.

## **7.2 Ownership of Personal Property.**

**7.2.1** Each Party, at its own expense, shall provide the initial furniture for the classrooms it uses in the Center. SJECCD's expense shall be chargeable against its construction budget. The furniture shall be the Party's personal property.

**7.2.2** SJECCD and MUSD shall keep records of the personal property owned by that Party and housed in the Joint Use Center, including furniture and fixtures which are not permanently attached. During the term of the Agreement and any extended term, each Party shall own the personal property as designated in the records. At the end of the term or upon earlier termination of this Agreement, each Party may remove its personal property unless otherwise agreed to in writing by the Parties.

## **ARTICLE 8**

### **JOINT USE AND OPERATION**

**8.1 SJECCD Owner.** The Joint Use Center is envisioned as a community college campus, with MUSD having the use of certain classrooms and MUSD students having the opportunity to enroll in college classes as described in more detail below. During the initial and any extended term, SJECCD is the owner of the Joint Use Center. SJECCD grants use of the Joint Use Center to MUSD subject to the conditions described in this Agreement. Pursuant to Education Code § 17518(b), no rent shall be paid by MUSD for use of the Joint Use Center during the term of the Agreement.

**8.2 Use Percentage.** The Parties shall use and operate the Joint Use Center according to a ratio of use derived from their respective investments in the project. For the purposes of applying this formula, MUSD's investment shall be the present fair market value of the land as determined pursuant to section 1.5.5 and SJECCD's investment shall be the ten million dollar bond fund it has allocated to this project. The Use Percentage for each Party shall be determined by dividing the monetary value of its individual investment by the monetary value of the total joint investment, the resulting percentage to be known as that Party's "Use Percentage." Notwithstanding the foregoing, the Parties agree that the overall goal is to maximize full use of the Joint Use Center from the beginning of operations.

### **8.3 Use of Classrooms.**

**8.3.1** By way of example as set forth at the end of this section 8.3, each Party shall be entitled to use the number of classrooms according to that Party's Use Percentage, and if the Joint Use Center includes ten (10) classrooms, and SJECCD's Use Percentage is 60%, SJECCD shall have exclusive access to use six (6) of the classrooms and MUSD shall have exclusive access to use four (4) of the classrooms within its allocated hours of use as described in section 8.5.

**8.3.2 Science Room(s).** The Parties agree that if one or more science rooms are constructed as part of the Joint Use Center, they will be used for a joint Science, Technology, Engineering, Mathematics ("**STEM**") program serving grades 7-14.

**8.3.3 Unused Space.** When either Party's educational program needs do not require use of its total share of the classrooms, the unused portion shall be available for use by the other Party.

**8.3.4 Administrative Space.** A portion of SJECCD's space, the location and amount being in the sole discretion of SJECCD, shall be used for administrative purposes. MUSD does not require separate administrative space.

**8.3.5 Enrollment.** To the extent allowed by applicable law, enrollment preference will be given to high school students to enroll in any SJECCD class throughout the day. Enrollment preference shall be accomplished by allowing MUSD students an opportunity for early enrollment prior to commencement of open enrollment. Classroom spaces not filled by such early enrollment shall become available for open enrollment as required by applicable law.

**8.3.6 Variations in Use.** The Parties agree that from time to time, circumstances may dictate a different ratio of use, but the Parties shall work collaboratively towards maximizing full use of the entire Joint Use Center.

**8.3.7 Use Decisions.** Annual use and operational cost decisions shall be determined by the Parties with recommendations from the Joint Use Committee, described in section 8.4 below.

**EXAMPLE OF CLASSROOM USE**

**(based on 60% SJECCD Use Percentage and 40% MUSD Use Percentage)**

**Regular School Year**

	<u>Monday through Sat</u> <u>7:30 a.m. - 3:30 p.m.</u>	<u>Monday through Sat</u> <u>3:30 p.m. - 9:00 p.m.</u>
<b>SJECCD</b>	60%	100%
<b>MUSD</b>	40%	0% (40% becomes available at 3:30)

**Summer School**

	<u>Monday through Sat</u> <u>7:30 a.m. - 2:00 p.m.</u>	<u>Monday through Sat</u> <u>2:00 p.m. - 9:00 p.m.</u>
<b>SJECCD</b>	60%	100%
<b>MUSD</b>	40%	0% (40% becomes available at 2:00)

## **8.4 Joint Use Committee.**

**8.4.1 Members.** The Parties shall establish a joint use committee comprised of four (4) members, two (2) selected by MUSD and two selected by SJECCD ("**Joint Use Committee**").

**8.4.2 Responsibilities.** The Joint Use Committee shall meet on a quarterly basis or more often as necessary and shall schedule one of those meetings prior to the beginning of each school year to make recommendations regarding the use of the Joint Use Center. The Joint Use Committee shall work collaboratively with the Educational Program Committee and take into consideration each Party's Use Percentage and any other requirements in this Agreement in making recommendations, including without limitation (i) scheduling; (ii) course offerings; (iii) coordination of equipment and materials; (iv) space utilization and (v) tracking operating expenses. Notwithstanding any other provision in this Agreement, SJECCD reserves the right to cancel any post-secondary course which does not attract sufficient total enrollment, by a particular date each semester, to meet SJECCD's ongoing course cancellation standards. The Joint Use Committee shall provide a written report of its recommendations, concerns and comments to the Parties after each meeting. The Joint Use Committee shall also report in writing to the Parties, a summary of the annual operating expenses for the previous Fiscal Year no later than thirty (30) days after the end of the Fiscal Year.

**8.4.3 Collaboration and Cooperation.** As an integral part of its efforts, members of the Joint Use Committee agree to maintain the collaborative working relationship expressed as one of the goals in the MOU and further agree to cooperate in maximizing the use of the Joint Use Center for the benefit of the community.

**8.4.4 Resolution of Issues.** In the event the Joint Use Committee cannot resolve a particular issue, the MUSD Superintendent and the SJECCD Chancellor shall meet and confer to mediate a resolution. The Parties agree, however, that each Party has ultimate sole control of the educational programs it offers at the Joint Use Center.

**8.4.5 Annual Schedule.** The Joint Use Committee shall publish an annual use schedule for the Joint Use Center developed collaboratively and distributed to both Parties prior to the start of each school year ("**Annual Schedule**").

## **8.5 Educational Programs.**

**8.5.1 Post Secondary Programs.** The educational programs to be offered by SJECCD at the Joint Use Center will be post-secondary, with an emphasis on general education courses appropriate to the first two years of university requirements. Course hours will be within the framework of 9:00 a.m. to 9:00 p.m. or later depending upon SJECCD's program needs, Monday through Saturday.

**8.5.2 MUSD's Accelerated Learning.** Educational programs offered by MUSD during normal high school hours, 7:30 a.m. to 3:30 p.m., will be secondary and will be determined by MUSD.

**8.5.3 Enrollment of MUSD Students.** To the extent allowed by applicable law, during the term of this Agreement, including any extended term, MUSD students who are eligible for and enroll in the accelerated learning programs will have an enrollment preference in post-secondary courses offered at the Joint Use Center, in the manner described in section 8.3.5.

**8.6 Use of the Joint Use Center by Third Parties.** Subject to constraints imposed by use of bond money and applicable law, when not in use by the Parties, the Committee will make the Joint Use Center available for outside groups to rent or use under the Civic Center Act, through a use permit or license. Fees from use by third parties shall first be applied to operational costs and then divided by the Parties according to the Use Percentage.

**8.7 Compliance with Law.** During the term of this Agreement, both Parties shall comply with all applicable statutes, ordinances and regulations governing use of the Premises and Joint Use Center. If any license, permit or other governmental authorization is required for the lawful use or occupancy of the Joint Use Center, the Parties shall cooperate to procure and maintain it throughout the term of this Agreement.

## **ARTICLE 9**

### **MAINTENANCE AND REPAIR**

#### **9.1 Maintenance: Normal Wear and Tear.**

**9.1.1 SJECCD Obligations.** At all times during the term of the Agreement and for any extended term, SJECCD shall maintain the structural portion of the Improvements in good order and repair, and in a safe and clean condition, with the cost thereof being a cost of use allocable in the manner set forth in Article 10.

**9.1.2 MUSD Obligations.** At all times during the term of the Agreement and for any extended term, MUSD shall maintain the grounds, sidewalks, parking and landscaped areas in good order and repair, and in a safe and clean condition, with the cost thereof being a cost of use allocable in the manner set forth in Article 10.

#### **9.2 Repairs and Improvements Required by Law.**

**9.2.1** At all times during the term of this Agreement and for any extended term, SJECCD, as owner of the Improvements, shall make all alterations, additions or repairs to the Improvements required by applicable law, ordinance, statute or regulation now or hereafter issued by any federal, state, county, local or other governmental agency, including but not limited to the ADA, and accompanying regulations, as amended from time to time. MUSD shall contribute toward the cost of necessary repairs and improvements required by law to the extent of its Use Percentage. MUSD shall have no other obligation to alter, remodel, improve or repair the Improvements, except to the extent of any damage caused by MUSD;

**9.2.2** Each Party shall indemnify and hold the other free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from the indemnitor's failure to comply with and perform the requires of this Article 9.

## ARTICLE 10

### OPERATING EXPENSES

**10.1 Operating Expenses.** Operating Expenses shall be shared by the Parties according to their respective Use Percentage. As used in this Agreement, the term "**Operating Expenses**" shall include utilities (gas, electricity, water, sewer, garbage/trash removal), telecommunications and any other ongoing expenses payable to a third party and attributable to operation of the Joint Use Center. Operating Expenses shall include a Party's internal cost of employee time dedicated to custodial work or maintenance of the Joint Use Center.

**10.2 First Year of Operating Expenses.** During the first Fiscal Year, MUSD shall pay the Operating Expenses (other than SJECCD employee expense). At the end of the first Fiscal Year, SJECCD shall reimburse MUSD a percentage of those Operating Expenses based on SJECCD's Use Percentage. The Joint Use Committee or its designee(s), shall maintain records of the Operating Expenses.

**10.3 Subsequent Years' Operating Expenses.** For each subsequent Fiscal Year, SJECCD shall pay to MUSD on or before the first day of July and on or before the first day of December, a good faith estimate of Operating Expenses based on the previous Fiscal Year and any other applicable information. Projected amounts of Operating Expenses for each Fiscal Year shall be determined in advance and the estimated figures shall be provided by the Joint Use Committee to each Party in written form prior to the beginning of each Fiscal Year.

**10.4 Annual Statement.** Within sixty (60) days after the conclusion of each Fiscal Year, the Joint Use Committee shall furnish to both Parties a written statement ("**Annual Joint Use Center Operating Expense Statement**") showing in reasonable detail the actual Operating Expenses for the previous Fiscal Year. Any additional sum due from SJECCD to MUSD shall be due and payable within thirty (30) days of SJECCD's receipt of such statement. If the amounts paid by SJECCD pursuant to this section 10.4 exceed the Operating Expenses for the previous Fiscal Year, the difference shall be credited against future Operating Expenses; provided that, if the term of this Agreement has expired, MUSD shall accompany the statement with payment for the amount of such difference.

**10.5 Disputes.** Any disputes regarding cost/expense accounting or invoicing shall be resolved in the manner described in Article 18.

## ARTICLE 11

### INDEMNIFICATION AND INSURANCE

During the term of this Agreement, the following indemnification and insurance requirements shall be in effect. Either Party, at its sole option, may elect to use a program of self-insurance or commercial insurance to satisfy its insurance requirements.

## **11.1 Indemnification.**

**11.1.1 SJECCD.** SJECCD shall indemnify, defend and hold harmless MUSD, its Board of Trustees, each member of the Board, its officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with any acts or omissions arising from or relating to SJECCD's use of the Premises during the term of the Agreement.

**11.1.2 MUSD.** MUSD shall indemnify, defend and hold harmless SJECCD, its Board of Trustees, each member of the Board, its officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with MUSD's use and ownership of the Premises during the term of the Agreement.

**11.1.3 Sole Responsibility.** Each Party shall be solely responsible for claims, suits, injuries and losses arising from its own use of the Joint Use Center and not attributable to fault of the other Party. Each Party shall defend itself against any claim or suit naming it and asserting fault on its part, regardless of whether the suit also names and asserts the fault of the other Party.

**11.2 General Insurance.** Without limiting either Party's indemnification obligations towards the other, during the term of this Agreement SJECCD each Party shall provide and maintain the following programs of insurance at its own cost:

**11.2.1** General Liability insurance with limits of not less than the following:

General Aggregate:	\$4 million
Each Occurrence:	\$2 million

Such insurance shall name the other Party as additional insured.

**11.2.2** Workers Compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. Such insurance shall name the other Party as additional insured.

**11.2.3** Premises insurance covering damage to SJECCD-constructed Improvements written for the full replacement cost of the Premises.

**11.2.4** Pursuant to Article 6 above, during construction of the Improvements, SJECCD shall require its contractors to provide and maintain adequate types and limits of insurance coverage at no cost to MUSD.

**11.3 Review of Insurance Requirements.** The types and limits of coverage required under this Agreement may be reviewed from time to time by MUSD and SJECCD to determine if changes to limits and coverage are required. Coverage types and limits shall reflect the prevailing practice in the Milpitas geographical area for insuring similar property and casualty risks, and be subject to the mutual agreement of the Parties.

**11.4 Damage or Destruction.** In the event of damage to or destruction of all or any portion of the Improvements on the Premises, SJECCD shall within a reasonable time commence and proceed diligently to repair, reconstruct and restore the Improvements to substantially the same condition as they were in immediately prior to the casualty. SJECCD shall be responsible for all insurance deductibles attributable to the Improvements and for all costs of restoration of the Improvements in excess of insurance proceeds for the Improvements, provided, however, this limitation on MUSD liability shall not apply to the extent damage or destruction is the result of negligence or other culpable acts or omissions by MUSD.

## **ARTICLE 12**

### **ASSIGNMENT, SUBLEASING, ENCUMBRANCES**

**12.1 Assignment.** Subject to each Party's prior written approval, either Party may assign this Agreement, or any interest therein, at any time provided that, (i) no default exists in the performance or observance of any agreement, covenant or condition of this Agreement on the part of assignor to be performed or observed as of the date of such assignment, (ii) the assignment is in writing, duly executed and acknowledged by the assignor and the assignee, in form satisfactory to other Party, including language that the assignee assumes and agrees to perform and observe all the agreements, covenants and conditions of this Agreement to be performed and observed, and (iii) an executed original of such assignment is delivered to the non-assigning Party.

**12.2 Subleasing.** During the term of the Agreement, SJECCD shall have the right to sublease that portion of the Improvements over which SJECCD has control under the following conditions:

**12.2.1** No sublease shall conflict with MUSD's use as set forth in Article 8, above, except as otherwise agreed to by MUSD;

**12.2.2** The specific use of the subleased space shall be consistent with SJECCD's permitted use of the Premises as set forth in Article 8, above. All other uses must have the prior written approval of MUSD, which approval shall not be unreasonably withheld or delayed;

**12.2.3** The term of any sublease shall not extend beyond the initial or any extended term of the Agreement;

**12.2.4** Any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Agreement;

**12.2.5** SJECCD shall provide a copy of each sublease to MUSD immediately upon full execution.

**12.3 Encumbrances.** Neither Party shall encumber the Property or the Premises (including the Improvements) without prior written approval of the other Party. Subject to MUSD's written approval, SJECCD shall have the right to encumber the leasehold estate created by this Agreement by a mortgage, deed of trust or other security instrument to secure repayment of any loan to SJECCD from a lender.

## ARTICLE 13

### HAZARDOUS MATERIALS

**13.1 Compliance.** During the term of this Agreement, SJECCD shall comply with all laws, regulations, and orders relating to the receiving, use, storage, release, and disposal of Hazardous Material (as defined below) in or about the Premises. SJECCD shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises in a manner or for a purpose prohibited by any federal, state, or local agency or authority.

**13.2 Notice.** SJECCD shall immediately provide MUSD with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, release and disposal of Hazardous Material on the Premises which by law must be reported to any federal, state, or local agency, and any resulting injuries or damages.

**13.3 Indemnification.** SJECCD agrees to indemnify MUSD against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), which result from SJECCD's (or from SJECCD's Agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Premises, other than such claim or liability arising from Hazardous Materials which exist on the Premises prior to commencement of construction, liability for which shall be the sole responsibility of MUSD.

**13.4 Survive Termination.** The Parties' obligations under this Article 14 shall survive the termination of the Agreement.

**13.5 Definition of Hazardous Material.** As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

## ARTICLE 14

### QUIET ENJOYMENT AND RIGHT OF ENTRY

**14.1 Quiet Enjoyment.** MUSD covenants and agrees that it will not take any action to prevent SJECCD's quiet enjoyment of the Premises during the term of this Agreement. SJECCD covenants and agrees that it will not take any action to prevent MUSD's quiet enjoyment of the Improvements during the term of this Agreement.

**14.2 Right of Entry.** MUSD reserves the right for any of its duly authorized representatives to enter the Premises at any reasonable time for any reasonable actions, including but not limited to (i) inspecting the Premises and (ii) posting in such places as MUSD may select notices of non-responsibility for works of construction, repair or improvement made by SJECCD. In doing so, MUSD shall not interfere with SJECCD's enjoyment and use of the Premises and Improvements.

## **ARTICLE 15**

### **EARLY TERMINATION**

**15.1 Early Termination.** The Parties acknowledge that this Agreement requires a significant commitment from each and represents a long term financial investment by both. Accordingly, the Parties agree that early termination of the Agreement is discouraged. Notwithstanding the foregoing, the Parties recognize that unforeseen events, changes or actions of third persons or entities, including, without limitation, State funding issues and inability to acquire CEQA approval without excessive costs, could make the development of the joint use project unlawful, impractical or incapable of performance for legal or fiscal reasons. Thus, each Party reserves the right to terminate the Agreement early, subject to the requirements of this Article 15, provided, however, once Measure G bonds have been issued no early termination shall occur until all outstanding bonds are retired, a period of time estimated by the Parties to be approximately 27 years.

**15.2 Reasons for Early Termination.** Either Party may terminate the Agreement early by written notice to the other Party if it determines the Joint Use Center cannot be constructed or operated for the following reasons:

**15.2.1** CEQA approval or mitigation measures required for CEQA approval of the project will exceed an amount determined by SJECCD to be acceptable for its construction budget; or

**15.2.2** Other fiscal, budget or legal obstacles are such that either Party determines the Joint Use Center cannot be constructed or operated.

**15.3 Early Termination Prior to Award of Contract.** If either Party desires to terminate early for any of the above reasons prior to SJECCD's award of an architect's or construction contract, the Party desiring early termination shall provide sixty (60) days written notice, the Agreement shall be terminated upon the terminating party's reimbursement, to the other, of the other's pre-construction expenditures in excess of \$25,000.00.

**15.4 Early Termination After Award of Contract.** The Parties recognize that termination of the Agreement after SJECCD has awarded a contract for construction of the Joint Use Center will expose SJECCD to substantial damages claim(s). If either Party desires to terminate early after SJECCD's award of a construction contract, the Party desiring early termination shall provide sixty (60) days written notice and the Agreement shall be terminated subject to the following conditions:

**15.4.1** If MUSD terminates, MUSD shall indemnify SJECCD for damages resulting from early termination including the cost of defending the contractor's and others' claims against SJECCD caused by early termination.

**15.4.2** If SJECCD terminates, all costs, including damages resulting from claims by the contractor or others, shall be borne by SJECCD.

**15.4.3** If the Agreement is terminated for reasons beyond the control of either Party, the Parties shall share the costs.

**15.5 Early Termination After Operational Date.** After the Joint Use Center is constructed and the Operational Date has occurred, either Party may terminate the Agreement if fiscal, budget or legal obstacles are such that the Party determines the Joint Use Center cannot be operated. Such obstacles shall include, but are not limited to enrollment or fiscal issues such that the Party is not capable of offering relevant educational programs. The Party desiring termination shall do the following:

**15.5.1** Provide the non-terminating Party four (4) years written notice, during which time the Parties shall cooperate in resolving the practical issues resulting from such termination, including, without limitation, the sale/purchase of land or improvements..

**15.5.2** Cooperate with the non-terminating Party to determine an equitable division of costs associated with the early termination.

## **ARTICLE 16**

### **OWNERSHIP OF LAND AND IMPROVEMENTS UPON EXPIRATION OR EARLY TERMINATION**

**16.1 Purchase of Premises.** Upon expiration or early termination of the Agreement pursuant to the requirements of Article 15, and upon written notice by SJECCD to MUSD of its desire to purchase the Premises, MUSD shall initiate and in good faith follow the legal process under then-current law that would lead to a sale. That process currently requires an initial evaluation of the sale by a committee consisting of statutorily designated community members and includes public hearings before the MUSD Board. The Parties recognize the legal process may culminate in a sale or no sale to SJECCD. Subject to compliance with required legal processes, SJECCD may purchase the Premises for the fair market value of the Premises, excluding the value of the Improvements.

**16.1.1 Determination of Fair Market Value.** For purposes of this Article 16, if SJECCD purchases the Premises, the Parties shall each shall select a qualified appraiser who, within twenty (20) days after selection, shall jointly determine a present market value of the Premises, excluding the value of the Improvements. If the appraisers have not reached agreement after twenty (20) days, the two appraisers shall jointly select a third appraiser. Within ten (10) days after selection, the three shall meet and confer and either unanimously or by majority vote determine, in a writing signed by all three appraisers, the present market value of the Premises, which shall then be binding on the Parties.

**16.1.2 Sale of Premises.** If MUSD sells the Premises to SJECCD under the conditions described in 16.1, title to the Premises shall be transferred free and clear of all liens and encumbrances, other than those, if any, consented to by SJECCD.

**16.1.3 Extension of Term.** If SJECCD does not purchase the Premises, the term of the Agreement shall automatically extend for forty (40) years.

**16.2 Purchase of Improvements.** During the term and any extension, title to the Improvements is vested in SJECCD. Upon expiration or early termination of the Agreement pursuant to the requirements of Article 15, if SJECCD does not purchase the Premises and does not want to extend the term of the Agreement, title to the Improvements shall be transferred to MUSD upon payment by MUSD to SJECCD of the then-current fair market value of the Improvements. SJECCD shall transfer the Improvements free and clear of all liens and encumbrances, other than those, if any, consented to by MUSD. In carrying out its commitment in Measure G to maintain a presence in the City of Milpitas, SJECCD agrees to make a good faith effort to apply any payment it receives under paragraph 16.2 to creation of a community college presence located in the City of Milpitas.

## **ARTICLE 17**

### **DEFAULT AND REMEDIES**

**17.1 Default.** Should either Party fail to perform any covenant, condition or agreement contained in this Agreement, including but not limited to those listed below, and the default is not cured within the designated cure period, or if not designated, within thirty (30) days after written notice is served on the defaulting Party by the non-defaulting Party, then the defaulting Party shall be in default under this Agreement; provided however, to the extent that more than thirty (30) days are reasonably required to cure any default, the defaulting Party shall not be in default so long as it commences such cure with the thirty (30)-day period and thereafter diligently pursues such cure to completion.

**17.1.1 Failure to Pay Operating Expenses or Other Money.** The failure of either Party to pay when due any operating expenses, monies or charges required by this Agreement to be paid.

**17.1.2 Failure to Act.** The failure of either Party to do any act, other than the payment of operating expenses, monies or charges required by this Agreement to be done.

**17.1.3 Prohibited Act.** Either Party causing, permitting or suffering to be done any act (i) required by this Agreement to have prior written consent or mutual consent, unless such consent is so obtained, or (ii) prohibited by this Agreement.

**17.2 Remedies.** In the event of a default under this Agreement, the Parties shall follow the dispute resolution procedures in Article 18.

## **ARTICLE 18**

### **DISPUTE RESOLUTION**

**18.1 Informal Negotiation.** The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement ("**Dispute**") within 30 days after the date that one Party gives written notice of such Dispute to the other Party.

**18.2 Non-binding Mediation.** If, after informal negotiation, the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with the authority to resolve the Dispute shall meet with a mutually agreed upon mediator. If the Parties are unable to agree upon a mediator, then either Party may request the American Arbitration Association to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

**18.3 Binding Arbitration.** If, after non-binding mediation, the Dispute remains unresolved, the Parties agree to submit to binding arbitration pursuant to California Code of Civil Procedure section 1280 et seq. The non-prevailing Party shall pay the arbitrator's fee, but in all other respects each Party shall bear its own costs and attorneys fees.

## **ARTICLE 19**

### **GENERAL PROVISIONS**

**19.1 Waiver and Modification.** No provision of this Agreement may be modified, amended or added to except by an agreement in writing signed by both Parties.

**19.2 Applicable Law.** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

**19.3 Time.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

**19.4 Authority to Execute Agreement.** MUSD and SJECCD each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Agreement, that this Agreement is a binding obligation of such Party and has been authorized by all requisite action under the Party's governing instruments, that the individuals executing this Agreement on behalf of such Party are duly authorized and designated to do so, and that no other signatories are required to bind such Party.

**19.5 Consents.** Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

**19.6 Entire Agreement.** The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

**19.7 Severability.** Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**19.8 Impartial Construction.** The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either MUSD or SJECCD.

**19.9 Successors.** Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the Parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Premises, the Improvements, or any part thereof. Nothing contained in this Section 19.9 shall in any way alter the provisions regarding subleasing provided in this Agreement.

**19.10 Notices.** All notices, demands and communications between MUSD and SJECCD shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to SJECCD or MUSD at the addresses shown in Section 2.1.5 above. Either Party may, by notice to the other given pursuant to this Section 19.10, specify additional or different addresses for notice purposes.

**19.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

**19.12 Nondiscrimination.** MUSD, SJECCD, and all others who from time to time may use the Premises and Improvements described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, gender, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates listed below.

**MUSD**

**MILPITAS UNIFIED SCHOOL DISTRICT**

A school district organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Cary Matsuoka, Superintendent

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

**Approved as to form:**

Fagen Friedman & Fulfroost, LLP

By: \_\_\_\_\_  
Kathleen J. McKee, Real Estate Counsel

**SJECCD**

**SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT**

A community college district organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Rita Cepeda  
Chancellor

**Approved as to form:**

Lynch & Shupe, LLP

By: \_\_\_\_\_  
John Shupe, Real Estate Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

REAL PROPERTY IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**A PORTION OF:  
PARCEL ONE:**

AU. OF LOT 3, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE PARTITION OF THE THOS. RUSSELL TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY SANTA CLARA, STATE OF CALIFORNIA, ON OCTOBER 1, 1920 IN BOOK Q OF MAPS, AT PAGE 26.

EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED RECORDED OCTOBER 10, 1950 IN BOOK 2071 PAGE 291, OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN PARCEL OF LAND CONVEYED BY A.R. OLSEN, ET AL., TO JOE T. SILVA, ET AL, BY JOINT TENANCY DEED DATED AUGUST 5, 1944 AND RECORDED AUGUST 16, 1944 IN BOOK 1211 AT PAGE 256, OFFICIAL RECORDS, SANTA CLARA COUNTY HEREINAFTER REFERRED TO AS THE SILVA PARCEL, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE MOST WESTERLY CORNER OF SAID SILVA PARCEL; THENCE NORTH 16° EAST ALONG THE NORTHWESTERLY LINE OF SAID SILVA PARCEL, 31.57 FEET; THENCE SOUTH 37° 42' 50" EAST 53.34 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID SILVA PARCEL; THENCE NORTH 74° WEST ALONG THE SOUTHWESTERLY LINE OF SAID SILVA PARCEL, 43.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED MARCH 19, 1968 IN BOOK 8059 PAGE 670, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

**PARCEL TWO:**

ALL THAT PORTION OF LOT 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE PARTITION OF THE THOS. RUSSELL TRACT 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON OCTOBER 1, 1920 IN BOOK Q OF MAPS, AT PAGE 26, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THAT CERTAIN 80 FOOT STRIP OF LAND DESCRIBED IN THE DEED FROM JOE WILLIAMS, ET UX, TO CITY AND COUNTY OF SAN FRANCISCO, DATED AUGUST 3, 1950 AND RECORDED AUGUST 7, 1950 IN BOOK 2029 OFFICIAL RECORDS, PAGE 229, SANTA CLARA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE CITY OF MILPITAS, BY DEED RECORDED OCTOBER 22, 1965 IN BOOK 7150 PAGE 602, OFFICIAL RECORDS OF SANTA CLARA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS DESCRIBED AS FOLLOWS:  
BEGINNING AT THE EASTERNMOST CORNER OF LOT 2, AS SAID LOT IS SHOWN UPON THE MAP

HEREINABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING SOUTH 70° 05' WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 FOR A DISTANCE OF 238.50 WEST

ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 THENCE SOUTH 19° 29' 21" EAST 334.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 15° 50' 29" EAST ALONG SAID LAST MENTIONED LINE 412.41 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM PARCELS ONE AND TWO ABOVE DESCRIBED, THAT PORTION THEREOF AS CONVEYED TO THE CITY OF MILPITAS, BY DEED RECORDED MARCH 13, 1973 IN BOOK 0276 PAGE 574, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

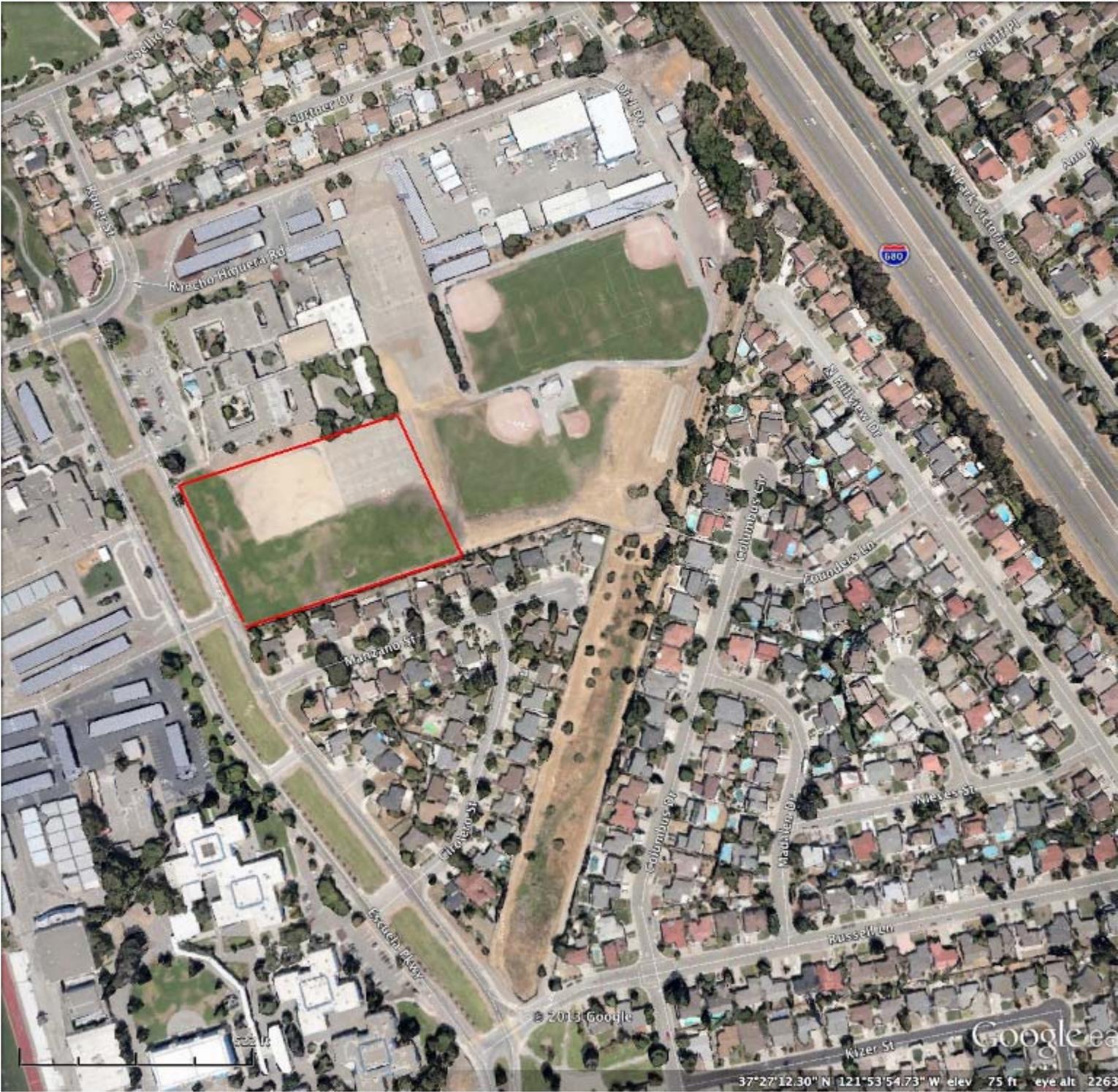
ALSO EXCEPTING FROM PARCELS ONE AND TWO ABOVE DESCRIBED, THAT PORTION THEREOF AS CONVEYED TO SHAPELL INDUSTRIES OF NORTHERN CALIFORNIA, INC., BY DEED RECORDED SEPTEMBER 17, 1976 IN BOOK C 288 PAGE 207, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF THAT LIES NORTHERLY AND WESTERLY OF THE EASTERLY LINE OF ESCUELA PARKWAY.

**Portion of APN: 026-26-001**

**EXHIBIT B**

**DEPICTION OF PREMISES (Outlined in red; temporary depiction)**



**EXHIBIT C**

**MEMORANDUM OF UNDERSTANDING DATED OCTOBER 9, 2012**

**MEMORANDUM OF UNDERSTANDING**

**Between the Milpitas Unified School District and San Jose Evergreen Community College District to Develop a Joint-Use 21<sup>st</sup> Century Education Center.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated October 9, 2012 for reference purposes only, is entered into by Milpitas Unified School District ("MUSD") located at 1331 East Calaveras Blvd., Milpitas, CA and the San Jose/ Evergreen Community College District ("SJECCD") located at 4750 San Felipe Road, San Jose, CA for the mutual benefit of both parties to move toward entering into those several agreements necessary for the development of a Joint-Use 21<sup>st</sup> Century Education Center to be located on MUSD property within Milpitas Unified School District and used jointly by both Parties ("**Joint Use Project**"). MUSD and SJECCD may be referred to in this MOU individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

A. The intent of the Parties is to develop a Joint Use 21<sup>st</sup> Century Post-Secondary Educational Services Center ("**Joint Use Center**") for the purpose of better serving the needs of the residents of Milpitas and surrounding areas with accessible and relevant post-secondary courses offered by SJECCD. We seek to create a collaborative relationship whereby community college students and eligible high school students learn together in a unique intersegmental setting. The facility will serve the needs of post secondary students and allow MUSD high school students to access college level courses while completing their high school curriculum. This accelerated learning program, a unique blend of secondary and post-secondary education including Work Force Development courses, will benefit the MUSD student and the greater community.

B. MUSD and SJECCD understand and acknowledge that this MOU expresses their common, general intent but does not itself represent any binding contractual obligation.

C. The Parties anticipate entering into a comprehensive final agreement or series of agreements ("**Final Agreement**"), which will detail the principles set forth in this MOU.

**AGREEMENT**

**NOW THEREFORE**, the Parties enter into this MOU and agree as follows:

1. Effective Date. This MOU is effective as of the date it is approved by the governing boards of both Parties and fully executed by their authorized representatives ("**Effective Date**").
2. Term. The term of this MOU is one year, commencing on the Effective Date and expiring October 9, 2013, unless extended or sooner terminated by the terms of this

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MOU.

3. Early Termination. Either Party may terminate its participation in this MOU at any time and for any reason, provided that written notice is given to the other Party no less than thirty (30) days prior to the date of termination.

4. Purpose. The Parties intend to construct and operate a joint-use 21<sup>st</sup> century post-secondary education center on property owned by MUSD, constructed through financing from SJECCD and jointly operated by the Parties for the purpose of offering college educational support for the entire Milpitas community. This MOU sets forth the general terms of that intent.

5. Parties.

5.1 MUSD is located in Milpitas, California and consists of nine elementary schools, two middle schools, one comprehensive high school, and one alternative high school. MUSD serves approximately 10,000 students in grades K-12.

5.2 SJECCD is located in San Jose, California and consists of two colleges, San Jose City College and Evergreen Valley College, which serve approximately 20,000 students, and offer educational programs leading to Associate of Arts degrees and Certificates.

6. History of the Joint Use Project.

6.1 MUSD is located within the geographical boundaries of SJECCD. SJECCD encourages graduates of all high schools within its boundaries to enroll at either of its campuses, but often residents will attend colleges in neighboring community college districts due to issues of commuting distance, time of day, and the types of courses offered. Creating a local community college campus in Milpitas is a long-term goal of SJECCD and would benefit MUSD students as well.

6.2 The governing boards of both Parties approved resolutions in January, 2011 charging staff to develop this MOU as a guiding document for the Parties with regard to the development of the Joint Use Center and the potential construction, organizational and operational responsibilities of the Parties.

6.3 In anticipation of the Joint Project, the Parties launched an initial test of the University Studies Pilot Program ("USPP") in the 2011-12 school year, located on MUSD property. The USPP provided Milpitas High School students the opportunity to experience college courses, and earn transferable community college credits which were also applicable toward high school graduation requirements. The Parties shall discuss and determine whether the USPP shall be continued or modified and any such agreement shall be made through a separate document.

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7. Organizational, Operational and Land Lease Elements. To implement the January 2011 Board resolutions, this MOU identifies the following organizational, operational and land lease elements the Parties will seek to establish through future agreements for the Joint Use Project.

7.1 Land. MUSD is the owner of certain real property located at a site to be determined, consisting of sufficient acreage (the precise quantity to be determined prior to execution of a lease) and valued at an amount which fairly reflects and approximates the \$10 million capital investment to be made by SJECCD (hereinafter, "Site"), a portion of which will be used for construction of the buildings and associated improvements constituting the Joint Use Post Secondary Education Center ("**Joint Use Facility**").

7.2 Funding. SJECCD has identified up to \$10,000,000 of capital construction funding in its Measure G-2004 Bond Measure to support the design and construction of the Joint Use Facility contemplated by this MOU.

7.3 Lease. The exact location of the Joint Use Facility on the Site will be mutually agreed upon and established in a future agreement or long term land lease. As owner of the real property, MUSD will be the lessor and SJECCD will be the lessee on the lease. SJECCD will be the owner of the Joint Use Facility, with details regarding either Party buying the other out at the conclusion of the lease to be negotiated and included in a separate lease agreement. The Parties acknowledge and understand that the lease terms must conform to applicable provisions in the Education Code and State regulations.

8. Design and construction.

8.1 Subject to final approval by SJECCD on all design and construction decisions for construction of the Joint Use Facility, the Parties agree to work collaboratively on issues related to design and construction.

8.2 Subject to details as negotiated in future agreements, SJECCD will select, hire, and manage the architect/builder/construction management team, with recommendations from MUSD, which recommendations will not be unreasonably rejected.

8.3 MUSD will provide recommendations regarding the design, siting and constructing schedule of the Joint Use Facility, and will make recommendations regarding needed walkways, landscaping and parking lots and outdoor lighting. Suggestions will be collected from all users associated with this Joint Use Project and a collaborative approach will be used to design and implement the Joint Use Facility, although all final design and construction decisions will be made by SJECCD. MUSD staff

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will provide coordination as needed during all stages of design and construction of the Joint Use Facility. Subject to the available funding, it is anticipated that the Joint Use Facility will have smart classrooms and include large lecture facilities and laboratories.

8.3 All construction shall be consistent with and adhere to applicable laws and regulations, including Education Code and CEQA requirements.

9. Furniture, fixtures, and equipment budgets.

9.1 The Parties will share the cost of furniture, fixtures, and equipment on an equitable basis which reflects the extent of each Party's intended and actual use of the Facility. Along with details regarding procurement, inventory control, and maintenance of such equipment, the formula for sharing of costs will be addressed in the Final Agreement.

9.2 The information technology infrastructure and the IT needs of the Joint Use Facility will be addressed through a collaborative effort, in conjunction with the design effort.

10. Custodial and landscape services. MUSD will cover the initial cost of custodial and exterior landscape services pending transition to a "fair share" facilities use cost sharing model, as defined in the Final Agreement.

11. Utilities. MUSD will cover the initial cost of utilities pending transition to a "fair share" facilities use cost sharing model, as defined in the Final Agreement.

12. Maintenance of the Facility. The cost for the long term maintenance of the Joint Use Facility, including major systems such as HVAC, plumbing, electrical, roofing, exterior painting, interior flooring, shall be borne predominantly by SJECCD. MUSD shall be responsible for low level maintenance issues. Clarity around the division of responsibilities for maintenance will be addressed in the Final Agreement.

13. Calendar and schedule assumptions.

13.1 The Parties recognize that schedules of daily, weekly, monthly and annual use of the Joint Use Post Secondary Center will depend upon finalizing the educational planning and programming, and the needs assessment evaluation which has not yet been completed.

13.2 The SJECCD curriculum to be offered at the Joint Use Center during the normal high school day will be the outcome of a collaborative educational planning and programming process and will focus on meeting the needs of MUSD's accelerated learning program.

14. Use of the Joint Use Facility by Third Parties. Subject to constraints imposed by use of bond money and applicable law, when not in use by the Parties, MUSD will make the Joint Use Facility available for outside groups to rent by either Party. The details for outside use, including operational costs and rental income, shall be addressed in the Final Agreement.

15. Joint Use Facility Committee. The Parties shall establish a Joint Use Facility Committee, comprised of four (4) members, two (2) of whom shall be selected by MUSD and two who will be selected by SJECCD. The Committee shall meet on a quarterly basis and discuss issues arising from the joint use of the Joint Use Facility, including: (i) scheduling of Joint Use Facility; (ii) course offerings; (iii) coordination in the use of equipment and materials; and (iv) space utilization.

16. Insurance. Both Parties will maintain liability insurance for their use of the Joint Use Facility, at levels to be determined in the Final Agreement. Details regarding responsibility for other types of necessary insurance shall be determined in the Final Agreement.

17. Dispute resolution and use of mediation. The Parties anticipate that the Final Agreement and other agreements contemplated herein shall contain dispute resolution provisions which encourage problem solving through voluntary mediation, and final resolution of any disputes through low cost binding arbitration pursuant to California Code of Civil Procedure section 1280 et seq.

18. Indemnity. The Final Agreement shall include a provision for indemnity and shall be based on the basic principle that each Party shall be responsible for damages arising from its use of the Facility.

15. Separation clause. While the Parties believe that the agreements to be negotiated will reflect a long term successful and productive relationship between them, the Parties recognize that unforeseen situations, such as changes in State and federal laws concerning public school and community college districts, changes in State aid/apportionment, and changes in district policies and priorities, could make the future agreements contemplated herein untenable, whether before or after they are executed. Thus, the Parties anticipate that each of those future agreements will contain clauses which allow either side to terminate at will, and which provide for equitable distribution of liabilities and assets following terminations.

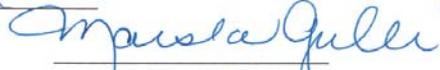
[Signatures on following page]

Signature Page for Memorandum of Understanding

**Milpitas Unified School District**

Dated: 11/13/12

  
Daniel R. Bobay, President

  
Marsha Grilli, Vice-President

  
Danny Lau, Board Clerk

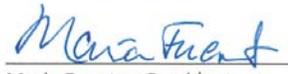
  
Gunawan Alisantosa, Member

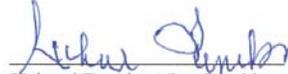
  
William J. Foulk, Member

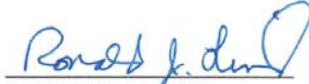
  
Cary Matsuoka, Superintendent

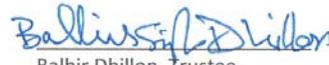
**San Jose Evergreen Community College District**

Dated: 11/13/12

  
Maria Fuentes, President

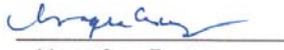
  
Richard Tanaka, Vice-President

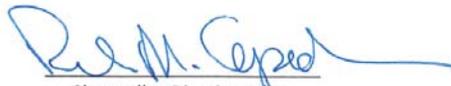
  
Ronald J. Lind, Trustee

  
Balbir Dhillon, Trustee

  
Randy Okamura, Trustee

  
Dr. Jeffrey Lease, Trustee

  
Mayra Cruz, Trustee

  
Chancellor Rita Cepeda

**EXHIBIT D**

**FINAL IMPROVEMENT PLANS**

**[To be inserted when completed]**

**[Final Improvement Plans, consisting of "(i) Final Design Plan approved by DSA..." and  
"(ii) estimated schedule for construction...." Paragraph 5.3.8 of the Agreement]**

# Minutes of the Governing Board Meeting June 11, 2013



## A. CALL MEETING TO ORDER

President Cruz called the Regular Meeting of the Governing Board of the San José-Evergreen Community College District to order on Tuesday, June 11, 2013, at 3:30 p.m. at the District Office Board Room, 4750 San Felipe Road, San Jose, CA 95135.

### Board Members Present:

Ms. Mayra Cruz  
Mr. Balbir Dhillon  
Ms. Maria Fuentes  
Dr. Jeffrey Lease  
Ms. Wendy Ho  
Mr. Craig Mann  
Mr. Rudy Nasol

### Board Members Excused:

None

## B. APPROVAL OF CLOSED SESSION AGENDA

M/S/C (Fuentes/Dhillon) to approve the Closed Session agenda.

## C. PUBLIC COMMENTS ON CLOSED SESSION AGENDA

There were no public comments.

## D. RECESS TO CLOSED SESSION TO CONSIDER AND/OR TAKE ACTION UPON ANY OF THE FOLLOWING ITEMS

The Board recessed to Closed Session at 3:30 p.m. to consider the following items:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Government Code Section 54957(b))

CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Government Code Section 54956.8)

Property: 3095 Yerba Buena Road, San Jose, CA

District's Negotiator(s): James J. Eller, Douglas Smith

Names of Negotiating Parties: South Bay Regional Public Safety Training

## Minutes of June 11, 2013, Governing Board Meeting

Consortium; Steve Cushing

CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code Section 54957.6)  
District's Negotiator(s): Kim Garcia  
Employee Organization: CSEA

CONFERENCE WITH LABOR NEGOTIATORS  
(Government Code Section 54957.6)  
District's Negotiator(s): Kim Garcia  
Employee Organization: FA

### **E. RECONVENE INTO OPEN SESSION**

The public session was reconvened at 6:25 p.m.

#### Board Members Present:

Ms. Mayra Cruz  
Mr. Balbir Dhillon  
Ms. Maria Fuentes  
Dr. Jeffrey Lease  
Ms. Wendy Ho  
Mr. Craig Mann  
Mr. Rudy Nasol

#### Board Members Excused:

None

#### **1. PLEDGE OF ALLEGIANCE**

President Cruz led the Board and members of the audience in the Pledge of Allegiance to the Flag.

#### **2. ADOPTION OF AGENDA**

M/S/C (Nasol/Mann) to adopt the agenda as amended:

Changes were made to the Consent Agenda.  
Item I-1 was moved to follow the approval of the Consent Agenda.

#### **3. ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION**

There were no reportable actions.

#### **4. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA**

The Board heard public comment from SJCC faculty Steve Mansfield, who stated that he has now been informed about the process for placing and item on the board agenda. Therefore, at the next board meeting, the Vocational Technology faculty will present on the program review process.

**F. CONSENT AGENDA**

**1. ADOPTION OF THE CONSENT AGENDA**

M/S/C (Mann/Nasol) to approve the Consent Agenda as amended:

Item F-2-4 Management Personnel Actions – Separation – The effective date of the Dean, Counseling & Matriculation separation has been changed to an effective date of 6/21/13.

Item F-3-1 Faculty Personnel Actions – Employment – the name of the Mathematics Instructor hired is Randall, Lucas.

Item F-10 was pulled from the agenda.

**2. MANAGEMENT PERSONNEL ACTIONS**

The Board approved the Management Personnel Actions as amended.

**3. FACULTY PERSONNEL ACTIONS – REGULAR**

The Board approved the Faculty personnel actions as amended.

**4. CLASSIFIED PERSONNEL ACTIONS**

The Board approved the Classified Personnel Actions as submitted.

**5. HOURLY, STUDENT WORK AND VOLUNTEER PERSONNEL ACTIONS**

The Board approved the Short-Term Hourly, Substitute, Professional Expert & Athletic Support Services, Student Assistant and Volunteer personnel actions as submitted.

**6. RATIFICATION OF CONTRACTS AND PURCHASE ORDERS**

The Board ratified the contracts and purchase orders for the period of April 10, 2013 through May 9, 2013.

**7. CURRICULUM RECOMMENDATIONS FOR EVERGREEN VALLEY COLLEGE**

The Board approved the curriculum recommendation for new courses submitted by Evergreen Valley College.

**8. ASSOCIATED STUDENTS BUDGET 2013-14**

The Board approved Evergreen Valley College's Associated Students budget for 2013-14.

## Minutes of June 11, 2013, Governing Board Meeting

### 9. SAN JOSÉ-EVERGREEN COMMUNITY COLLEGE DISTRICT FOUNDATION MASTER AGREEMENT EXTENSION

The Board approved an extension through June 30, 2014, to the Master Agreement with the San José-Evergreen Community College District Foundation.

### 10. WORKFORCE INSTITUTE – 2012-2013 WIA WORK2FUTURE WORKSHOP CONTRACT

This item was pulled from the agenda.

### I. 1. LEGAL PARAMETERS: BOND BALLET LANGUAGE AND CONSTRUCTION PROJECTS

Mr. David Casnocha of Stradling Yocca Carlson & Rauth reviewed the legal guidelines that govern the Board's authority to approve bond construction projects against the framework of the ballot language approved by the voters for both Measures G-2004 and G-2010. He stated that the Board of Trustees has the authority to determine how bond money is spent. The projects listed in the bond language indicate the type of projects the bond will fund. It is important that the projects fall within the parameters of the bond language. However, the bond language does not detail every specific project the bond will fund. Mr. Casnocha reviewed the Measure G-2004 and Measure G-2010 bond resolutions the Board approved, Exhibit A (the ballot language) and Exhibit B (full text of the ballot proposition, including the list of the types of projects.)

Trustee Fuentes inquired where the justification was for the purchase of the 40 South Market St. building to house the District Office. Mr. Casnocha answered that Measure G-2010 Exhibit B language states, "relocation of District administrative support facilities," and this allows for the purchase of the 40 South Market Street property. Trustee Dhillon stated that although the Board can prioritize projects, it is still important that project fall in line with what the voters approved in the ballot. Mr. Casnocha answered that the Board has flexibility with the projects it chooses; however, the projects must be about school facilities. Trustee Mann requested that the information provided by Mr. Casnocha be posted on our district website to clear up any confusion the public may have about our bond projects.

### G. ORAL COMMUNICATIONS

#### a. Board of Trustees

Trustee Dhillon expressed his excitement about the graduation ceremonies at both colleges. We actually graduated the maximum amount of students. He congratulated both colleges for that achievement and for the excellent commencement ceremonies.

President Cruz stated her continued reminder of our collective work on civility. It is speaking to her, especially at this time. The civility statement of the district is, "Civility begins with me." This is a component of the Board's work on speaking with one voice. President Cruz distributed and read a document

## Minutes of June 11, 2013, Governing Board Meeting

provided by the Carver Policy Governance Group that outlines the principles of policy governance, how a Board can speak with one voice when members disagree, how the Board should respond when a board member dissents, and when a board member's behavior is considered sabotage. President Cruz also thanked Tammeil Gilkerson and Leandra Martin for their important work in the district and stated they will be greatly missed.

b. Chancellor

Chancellor Cepeda thanked Vice Presidents Burns and Gee for assuming the role of Acting Presidents. Their excellent leadership has allowed the colleges to function well and they are greatly appreciated.

c. Presidents

SJCC Vice President Elaine Burns gave a "shout out" to the faculty and staff who contributed to the scholarship fund. SJCC had 300 applicants and gave 80 awards to 57 students, and that will assist them going into next year.

d. Constituency Group Representatives

MSCC President McKee expressed how hard it is to stay positive when the district is losing two excellent administrators, Tammeil Gilkerson and Leandra Martin. Although they are moving on to great things, we will surely miss them and their numerous contributions to the colleges.

EVC Academic Senate President Narveson reported that the Senate Executive Committee has not yet met. EVC's three-week summer session is ending on Friday, and the six-week session will begin on Monday. EVC is also excited to see new hires, including a new nurse, math instructor and two counselors.

## H. ACTION AGENDA

### 1. DISTRICT BUDGET TRANSFERS AND REVISIONS

M/S/C (Nasol/Lease) to approve Resolution No. 061113-1 authorizing the budget transfers and revisions of funds within expenditure accounts.

### 2. FY2013-2014 TENTATIVE BUDGET

Vice Chancellor Smith provided an overview of the FY2013-2014 tentative budget. Current status is an ending fund balance of \$10,635.765, 13.9%, which is an increase from the beginning fund balance of 11.6%. During the FY2013-13, \$75.8 million revenue was adopted, but current projections are for \$78.3 million. In the year we finished, our property taxes exceeded the state guarantee by \$588K. We are now the fifth community college district in the state that is in the basic aid category. Vice Chancellor Smith provided an overview of property tax revenue. In FY2013-14 tentative budget, property taxes are projected at \$1.7 million, which

## Minutes of June 11, 2013, Governing Board Meeting

again puts the district in the basic aid category. Therefore, we will not receive COLA/growth funding; we are property tax funded now. The FY2013-14 tentative budget includes new costs, such as restoration of adjunct faculty budgets (\$880,000,) vacant positions restored (\$1m,) OPEB final major increase (\$1.1m,) and Health/welfare, PERS, Other (\$700K,) which leaves the district with an ending fund balance of \$10,135,720, 12.6%. For future budget projections, things that will change over time include: property taxes, student success initiatives, organization redesign, redevelopment funds, adult education program emphasis, and the Milpitas operating budget. Vice Chancellor Smith also reviewed the Board's budget principles.

President Cruz stated that, like other districts, the Board needs to think about a specific Board policy as it relates to how the district will spend its additional monies. Vice Chancellor Smith stated that the district will provide the Board information on best practices from what other districts are doing; but, ultimately, the decision will be made by the Board.

M/S/C (Nasol/Mann) to approve the Tentative Budget for fiscal year 2013-2014.

### 3. **ESTABLISHMENT OF FISCAL YEAR 2013-2014 APPROPRIATION LIMIT (GANN)**

M/S/C (Mann/Lease) to adopt the Fiscal Year 2013-2014 Appropriation Limit (GANN) Resolution No. 061113-02.

### 4. **REAFFIRMATION OF CAMPUSWORKS CONTRACT**

Ms. Liz Murphy, CEO, CampusWorks, Inc. provided an annual progress report of the achievements made by CampusWorks. Some of the major accomplishments of the contract include the development of the District IT strategic plan, development of prioritized, tactical IT plan, implementation of asset inventory software, completion of website redesign RFP, establishment of an IT Steering Group, implementation of student email, assessed VoIP, conducted security scans, Phase I, replacement of core Windows systems servers, conducted contract reviews, and bond management. In the 390 days of the contract, 488 items were delivered, 25% more days than contracted. Savings to date are \$435,000. Ms. Murphy stated that CampusWorks did not do these achievements alone. She thanked the Applications Group, managed by Dolly Zen, for their work in Moodle support, emergency notification system, library system, web time entry and ODS reporting. She also thanked Ms. Liz Juarez for her work with the phone system and Mr. Dan Hawkins for his system administration leadership. Ms. Murphy reviewed some projects that CampusWorks will focus on in the immediate future.

President Cruz thanked CampusWorks for their collaborative approach in working with district staff in making those impressive achievements.

M/S/C (Mann/Lease) to award a contract not to exceed \$277,800 to Kiefer Consulting for website redesign and implementation. Trustee Fuentes voted no.

**5. WEBSITE REDESIGN RFP AWARD**

Trustee Lease stated that there are various types of web designers and asked how the district chose Kiefer Consulting. Dr. Mike Russell, CampusWorks consultant, answered that the RFP was left wide open because the district is not doing one website; we are doing four with its own branding and functionality. In reviewing the proposals, we considered the vendor with the latest/greatest technology, who would have the best plan to assist our students. Trustee Ho expressed pleasure that this vendor had the ability to provide translation services. Chancellor Cepeda thanked Dr. Russell and IT staff for putting together this bid. Although we are one family, we are composed of distinct individuals; and that was reflected in this bid proposal.

M/S/C (Nasol/Ho) to award a contract not to exceed \$277,800 to Kiefer Consulting for website redesign and implementation. Trustee Fuentes voted no.

**6. MEASURE G-2010 BOND PROGRAM: SJCC PHOTO LAB RELOCATION PROJECT**

M/S/C (Mann/Nasol) to approve issuance of a contract to Premier Builders, Inc. in the amount of \$430,705 for the San José City College Photo Lab Relocation Project.

**7. MEASURE G-2010 BOND PROGRAM: EVC INTERIM POLICE FACILITY & G-2010 OFFICES, BHM CONSTRUCTION CHANGE ORDER #002**

M/S/C (Mann/Ho) to approve Change Order #002 to BHM Construction, Inc. in the amount of \$26,548 for the Evergreen Valley College Interim Police Facility & G-2010 Offices, and to extend the time for Final Completion to April 30, 2013.

**8. MASTER CONSULTING AGREEMENTS FOR SECURITY MASTER PLAN PROJECTS**

M/S/C (Mann/Lease) to approve Catalyst Consulting Group, Incorporated and Guidepost Solutions as the consultant pool to implement the updated Security Master Plan.

**9. EVC AND SJCC 2025 FACILITY MASTER PLANS – ENVIRONMENTAL IMPACT REPORTS**

M/S/C (Mann/Lease) to approve the Final Environmental Impact Reports and “Findings of Fact and a Statement of Overriding Considerations” for both the Evergreen Valley College 2025 Facilities Master Plan and the San José City College 2025 Facilities Master Plan, and payments of \$6,090.50 for Department of Fish and Game and County administrative fees. Trustee Fuentes voted no.

**10 MEASURE G-2010 BOND LIST REVISION #4**

Mr. Casey Michaelis, Sr. Project Manager, Gilbane Building Company, reviewed the changes to the Measure G-2010 bond list. Some projects have been renamed, such as ITSS/MDF Relocation and Consolidation to MDF Relocation; Property Acquisition/Relocation or Renovation of District Offices/WI to New District Office

## Minutes of June 11, 2013, Governing Board Meeting

Building; Theatre and Vocational Technology to Media Arts Center & Career Technical Education. There were also some allocation changes to the projects.

M/S/C (Mann/Ho) to approve the revisions to the Measure G-2010 bond list as presented. Trustee Fuentes voted no.

### **11 MEASURE G-2004 BOND LIST REVISION #4**

M/S/C (Mann/Lease) to approve the revisions to the Measure G-2004 bond list as presented. Trustee Fuentes voted no.

### **12 MEASURE G-2010 PM/CM CONTRACT RENEWAL FOR FY 2013/2014**

Mr. Casey Michaelis, Sr. Project Manager, Gilbane Building Company, presented on the achievements and projects conducted by Gilbane Building Company over the year. He began the presentation with a video introduction of Gilbane staff working at both colleges. Mr. Michaelis noted that on June 12, 2012, the Board approved the second year contract in the amount of \$4,646,050, and the actual costs are coming in well below that amount. The program management budget for the life of the bond program has been established at 3% of the construction budget. Approval of the third year agreement stays with the 3% allocation. The construction management budget for the life of the bond has been established at 9% of the construction budget, and this third year agreement stays within the 9% allocation.

President Cruz thanked Mr. Michaelis for the video introducing the Gilbane staff. It was great to hear their stories. Trustee Nasol also thanked him for that presentation. However, he stated that although the staff introduced was ethnically diverse, that diversity was among the support staff. It doesn't seem as if the managers have the same diversity. Mr. Michaelis answered that there is diversity in the project and construction manager positions.

M/S/C (Mann/Ho) to approve the third year renewal of Gilbane's PM/CM contract for fiscal year 2013/2014 for the not-to-exceed amount of \$5,627,569. Trustee Dhillon voted no. Trustee Fuentes was not present and did not vote.

### **13 GROUND LEASE AND JOINT USE AGREEMENT WITH MILPITAS UNIFIED SCHOOL DISTRICT**

M/S/C (Dhillon/Mann) to approve the Ground Lease and Joint Use Agreement by and between Milpitas Unified School District and San José Evergreen Community College District for the Joint Use 21<sup>st</sup> Century Education Center, Milpitas, California. Trustee Fuentes was not present and did not vote.

### **14 2013-2014 LEGISLATIVE AGENDA**

Executive Director Governmental Relations Rosalie Ledesma distributed and reviewed the SJECCD Board Legislative Bills Overview, 2013 Bills and SJECCD Recommended Positions and 2013 State Legislative Calendar and 2014 Plan of Action documents. Trustee Ho thanked Ms. Ledesma and Mr. Manny Dias for putting the documents together. Trustee Lease thanked Ms. Ledesma for the hard work that was put into compiling this information. Hopefully, this will be used by the

## Minutes of June 11, 2013, Governing Board Meeting

Board to assist in its legislative advocacy.

M/S/C (Mann/Ho) to approve the recommended positions on each bill presented.

### **15 REVISION OF FY2013-2014 SCHEDULE OF GOVERNING BOARD MEETING DATES AND CORRESPONDING DEADLINES**

M/S/C (Nasol/Mann) to approve a revision to the FY2013-2014 Schedule of Governing Board Meeting Dates and Corresponding Deadlines to restore the July 9, 2013, meeting.

### **16 RESOLUTION NO. 61113-3 – DELEGATION OF AUTHORITY FOR RESIGNATIONS AND HIRES**

M/S/C (Nasol/Lease) to approve Resolution No. 61113-3 for the Delegation of Authority to the Chancellor or her designee for fiscal year 2013-2014 for resignations and hires.

## **I. INFORMATION AGENDA**

### **1. LEGAL PARAMETERS: BOND BALLET LANGUAGE AND CONSTRUCTION PROJECTS**

This item was moved to follow the approval of the Consent Agenda.

### **2. STUDENT SUCCESS UPDATE**

Board Committee Chair Fuentes provided an update on the work done by the committee. She stated a report will be attached to the Board agenda item for information. The committee is now reviewing student success measures such as the scorecard and student mandates. It is also reviewing ways to implement the district's student success policy.

Chancellor Cepeda stated the district student success committee is recommending some additions to enrollment priorities to be consistent with the law but in line with our student success policy. The next meeting on October 15 will emphasize our student success agenda.

### **3. SJECCD FOUNDATION – BRIDGE TO THE FUTURE 2013 UPDATE**

Vice Chancellor Coen presented information on the "Bridge to the Future" event scheduled for August 22, 2013. It will be held at 12:00 noon at the San Jose Athletic Club in the Corinthian Grand Ballroom. The theme will be "Degrees of Difficulty" and will focus on what the student experience is and how we can better serve them. Vice Chancellor Coen encouraged everyone to contribute and, if possible, sponsor a table at the cost of \$1,500.

Trustee Lease announced that he already sold two tables. Trustee Nasol encouraged all Board members to sponsor at least one table.

**Minutes of June 11, 2013, Governing Board Meeting**

Chancellor Cepeda thanked Foundation President Autumn Young for her support and enthusiasm. She also thanked Vice Chancellor Coen for getting the Foundation through tough times.

**4. MEASURE G-2010 BOND PROGRAM: MEASURE G-2010 SUMMARY REPORT**

Mr. Scott Jewel, SJCC Gilbane Project Manager, presented the summary report. Projects currently on caution at SJCC include: Project 31116 Campus Site Improvements, 31110 Utility Extensions and Emergency Generator and 31114 Auxiliary Gym, Pool & Locker Room Demo.

**5. FINAL PROJECT PROPOSAL FOR THE ACACIA-ROBLE REPLACEMENT (ENGINEERING & APPLIED TECHNOLOGY)**

Vice Chancellor Smith provided an update on the Acacia and Roble Complexes, which are currently located within a seismic fault zone that has been determined to be active. The IPP was approved by the State Chancellor's Office, and this will allow the District to proceed with the final proposal. The draft project proposal requests the state to support 50% of the costs to demolish the Acacia and Roble buildings.

**6. 2015 – 2019 FIVE YEAR CONSTRUCTION PLAN**

Vice Chancellor Smith stated that the District is required to submit, on an annual basis, a Five Year Capital Construction Plan to the State Chancellor's Office. This plan is required to be adopted by the Board of Trustees but the proposal is not considered final until the Final Project Proposal for the Engineering & Applied Technology Building at Evergreen Valley College is submitted to the State Chancellor's Office as final. This will not be done until early August 2013.

**7. PRESENTATION OF THE SAN JOSÉ-EVERGREEN COMMUNITY COLLEGE DISTRICT'S CONTRACT REOPENER PROPOSAL WITH FACULTY ASSOCIATION, AFT 6157 FOR 2013-2014**

Vice Chancellor Kim Garcia provided information on the District's Reopener Proposal with the Faculty Association. At the July 9 board meeting, a public hearing will be held and this item will also be submitted to the Board for approval.

**J. CONTINUATION OF CLOSED SESSION**

No.

**K. RECONVENE OPEN SESSION**

**ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION**

None.

**Minutes of June 11, 2013, Governing Board Meeting**

**L. ADJOURNMENT**

M/S/C (Nasol/Fuentes) to adjourn the meeting at 9:05 p.m.

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Rita M. Cepeda, Secretary  
Board of Trustees



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 12: Response to Question regarding Rate and Term of 2014 General Obligation Refunding Bonds– *Peter Fitzsimmons***

**SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**Refunding Savings Analysis**

FY	Total Assessed Value	Proj Inc.	Before Refunding				After Refunding					Savings	Tax Rate Impact /\$100K	
			2004 GORB Series A	2004 GORB Series C	2004 GOB Series A	Total	2004 GORB Series A	2004 GORB Series C	2004 GOB Series A	2014 GORB Series A	2014 GORB Series B			Total
2014	\$109,144,692,794		\$ 874,319	\$ 8,720,238	\$ 748,625	\$ 10,343,181	\$ -	\$8,241,000	\$ 138,875	\$ -	\$ 1,353,300	\$ 9,733,175	\$ - *	\$ -
2015	111,326,898,666	2.0%	1,748,638	9,848,475	1,497,250	13,094,363	-	-	277,750	3,430,640	11,256,978	14,965,368	(1,260,999)	(1.20)
2016	114,665,673,650	3.0%	1,748,638	10,303,975	1,497,250	13,549,863	-	-	277,750	2,530,800	10,533,750	13,342,300	207,563	0.27
2017	118,677,768,256	3.5%	13,553,638		1,497,250	15,050,888	-	-	277,750	2,530,800	12,063,000	14,871,550	179,338	0.14
2018	122,830,286,173	3.5%	14,178,875		1,497,250	15,676,125	-	-	277,750	2,530,800	12,689,250	15,497,800	178,325	0.15
2019	127,128,142,218	3.5%	14,818,750		1,497,250	16,316,000	5,500,000		277,750	2,530,800	7,827,750	16,136,300	179,700	0.14
2020	131,576,423,223	3.5%	15,485,000		1,497,250	16,982,250	15,485,000		277,750	2,530,800		18,293,550	(1,311,300)	(1.07)
2021	136,180,394,064	3.5%	4,200,000		6,537,250	10,737,250	4,200,000		1,212,750	2,920,800		8,333,550	2,403,700	1.94
2022	140,945,503,885	3.5%			11,112,250	11,112,250			2,062,750	6,643,000		8,705,750	2,406,500	1.70
2023	145,877,392,549	3.5%			11,502,250	11,502,250			2,132,750	6,962,000		9,094,750	2,407,500	1.65
2024	150,981,897,317	3.5%			11,907,250	11,907,250			2,207,750	7,294,750		9,502,500	2,404,750	1.59
2025	156,265,059,751	3.5%			12,322,250	12,322,250			2,287,750	7,629,250		9,917,000	2,405,250	1.54
2026	161,733,132,870	3.5%			12,756,000	12,756,000			2,368,750	7,979,000		10,347,750	2,408,250	1.49
2027	167,392,588,549	3.5%			13,198,500	13,198,500			2,446,500	8,346,750		10,793,250	2,405,250	1.44
2028	173,250,125,176	3.5%			14,000,000	14,000,000			2,595,000	9,000,000		11,595,000	2,405,000	1.39
2029	179,312,675,586	3.5%			14,500,000	14,500,000			2,690,000	9,402,750		12,092,750	2,407,250	1.34
<b>Total</b>			\$66,607,856	\$28,872,688	\$117,567,875	\$213,048,419	\$25,185,000	\$8,241,000	\$21,809,375	\$82,262,940	\$55,724,028	\$193,222,343	\$19,826,076	

\* Refunding savings in FY 2013-14 are realized in FY 2014-15 as tax rates in FY 2013-14 were already set.

**Present Value Savings: \$13,034,391**  
**Refunded Principal: \$96,410,056**  
**Present Value Savings %: 13.52%**



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 13.b: Measure G-2010: Bond List Revision – Ann Kennedy**

There was one *Measure G-2010 Bond List Revision* during the reporting period ending March 31, 2014. This *Bond List Revision* was reported upon at the last meeting of the Committee.

- February 11, 2014

There was one *Measure G-2010 Bond List Revision* that occurred after the reporting period ending March 31, 2014, and prior to this meeting. This revision took place at the following Board of Trustees' Meeting and is reflected in the attached report:

- June 10, 2014

The *Bond List Revision* and the associated back-up from the Board of Trustee's meeting approving the revision is attached.



## Agenda Item Details

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Meeting	Jun 10, 2014 - Governing Board Meeting Agenda
Category	I. ACTION AGENDA
Subject	7. Measure G-2010 Bond Program: Bond List Revision #8
Type	Action
Preferred Date	Jun 10, 2014
Absolute Date	Jun 10, 2014
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure G-2010
Recommended Action	A recommendation that the Board of Trustees review and approve the revisions to the Measure G - 2010 bond list, as presented.

As part of the accountability measures for the Measure G-2010 Bond Program, the management team for the program has put into place a formal process for managing, tracking and presenting to the Board of Trustees all revisions to the Measure G-2010 individual project names, scopes and budgets. This process adheres to the accountability standards outlined by Proposition 39 and provides transparency in the evolution of the project list.

These revisions are the result of careful coordination and realignment with the current Facilities Master Plans and the planned implementation of the projects at each campus.

Measure G-2010 Bond List Revision #8 includes the following actions:

### **Project 31107: Media Arts Center and Career Technical Education**

- Project name changed from “Media Arts Center and Career Technical Education” to “Career Technical Education and Media Arts Center” to emphasize career technical education.
- Budget in the amount of \$1,135,129 is being transferred from Project 31115- Theater Demo and New Parking Lot to replace additional enhancements to the 100 & 200 Building renovations.

### **Project 31115: Theatre Demo and New Parking Lot**

Budget in the amount of \$1,135,129 is being reallocated to Project 31107- Career Technical Education and Media Arts Center to replace additional enhancements to the 100 & 200 Building renovations. This project is being deferred.

### **Project 31116: Campus Site Improvements**

Partial scope and budget in the amount of \$4,435,618 is to be consolidated into new project, *New Gym Sitework & Repurpose Racquetball Building (Project # TBD)*, for

adjacent site work.

### **Project 31122: Group II Equipment - \$200,000/year for 10 years**

A portion of the current budget, in the amount of \$400,000 is being reallocated to the new project: *New Gym Sitework & Repurpose Racquetball Building (Project # TBD)*. Budget to be back-filled at a later date with surplus campus contingency.

### **Project 31321: Parking Lot & Street Maintenance**

Remaining budget in the amount of \$1,135,219 being transferred to new project: *New Gym Sitework & Repurpose Racquetball Building project (Project # TBD)*. This project is being deferred.

### **Project #TBD: New Gym Sitework & Repurpose Racquetball Building**

- New project to fund selected components of the New Gym Project due to limited funding resources in the G-2004 Bond Program.
- Budgets transferred from Project 31116- *Campus Site Improvements* in the amount of \$4,435,618, Project 31321- Parking Lot and Street Maintenance in the amount of \$1,135,219 and Project C31199- *Campus Contingency- San Jose City* in the amount of \$173,378.
- The scope of this project is to repurpose the existing racquetball building and to complete the site work adjacent to the new gymnasium building.

### **Project C31199: Campus Contingency- San Jose City**

Budget transfer in the amount of \$173,378 to new project, *New Gym Sitework & Repurpose Racquetball Building (Project # TBD)*, to fund selected components of the New Gym Project.

### **Project 32113: Campus Site Improvements**

- Partial budget in the amount of \$300,000 is being transferred from Project 32311 - *Campus Water Service Replacement* to Project 32113 - *Campus Site Improvements* for efficiency and consolidation of scope of work within site improvement projects.
- Scope updated to: "Projects to identify and address deficiencies and make improvements throughout the Evergreen Valley campus. Projects include those related to safety, site conditions, site reconditioning, hardscape, campus vehicle and pedestrian circulation, walkways and plazas, accessibility, irrigation, way-finding, and lighting."

### **Project 32311: Campus Water Service Replacement**

- Partial budget in the amount of \$300,000 is being transferred from Project 32311 - *Campus Water Service Replacement* to Project 32113 - *Campus Site Improvements* for efficiency and consolidation of scope of work within site improvement projects.
- Scope updated to "Projects to address deficiencies and make improvements to the existing campus water system. These include repair and/or replacement of existing pipe mains and valves, upgrades to and additional water distribution piping systems, and repair/upgrade to system valves, meters and piping throughout campus."

**Project 39301: New District Office Building**

Budget in the amount of \$450,188 from Project 39308- *Telecommunications Consolidation Antennas* is being re-directed to Project 39301 to fund data infrastructure for the new data room at the new district office.

**Project 39308: Telecommunications Consolidation Antennas**

In the original Bond List, Campus Police wanted to build out a long-haul wireless infrastructure to relay their radio and data signal throughout the District. This was Project 39308 - *Telecommunications Consolidation Antennas*. The new district technology infrastructure will now incorporate this wireless infrastructure requirement, negating the need for a separate project. It is therefore requested that the budget in the amount of \$450,188 from Project 39308- *Telecommunications Consolidation Antennas* be transferred to Project 39301- *New District Office Building*, where the district server infrastructure will be located. As a result, Project 39308 is being cancelled.

**Project 39699: Program Contingency**

Fiscal Year 2013-14 Q2 Interest Earnings of \$30,007.28 are being allocated to this project.

These Bond List Revisions have been approved by the San Jose City College and Evergreen Valley College Vice Presidents of Administrative Services and the Vice Chancellor of Administrative Services.

[A - Bond List Revision 8 MG-2010 FINAL.pdf \(1,353 KB\)](#)

**For more information on this agenda item, please contact Joy Pace, Executive Administrative Assistant to the Chancellor, at (408) 270-6402.**

# Bond List Revisions Approval Request

## Measure G-2010 Bond List Revision #8

June 10, 2014

Category/Project		Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>San Jose City College Project List</b>					
31105	Renovate Building K	\$0	\$0		
31106	Renovate- General Education Building	\$0	\$0		
31107	Career Technical Education and Media Arts Center	\$31,875,238	\$33,010,367	\$1,135,129	Project renamed to emphasize Career Technical Education. Budget in the amount of \$1,135,129 transferred from Project 31115- Theater Demo and New Parking Lot to replace additional enhancements to the 100 & 200 Building renovations.
	<del>Media Arts Center and Career Technical Education</del>				
31108	100-200-Boiler Plant Demo and New Parking Lot	\$0	\$0		
31109	Repurpose Boiler Plant	\$525,000	\$525,000		
31110	Utility Extensions and Emergency Generator	\$5,649,584	\$5,649,584		
31111	Exterior Lighting Phase II	\$0	\$0		
31112	Vehicular Circulation Entrances	\$0	\$0		
31113	Vocational Technology Bldg	\$0	\$0		
31114	Renovate Jaguar Gym	\$3,869,357	\$3,869,357		
31115	Theater Demo and New Parking Lot	\$1,135,129	\$0	(\$1,135,129)	This project is being deferred. Budget in the amount of \$1,135,129 to be reallocated to Project 31107- Career Technical Education & Media Arts Center.
31116	Campus Site Improvements	\$5,833,648	\$1,398,030	(\$4,435,618)	Partial scope and budget in the amount of \$4,435,618 for adjacent sitework to be consolidated into new project: New Gym Sitework & Repurpose Racquetball Building (Project # TBD).
31117	Landscaping	\$0	\$0		

# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2010 Bond List Revision #8

June 10, 2014

Category/Project		Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>San Jose City College Project List</b>					
31118	Irrigation	\$0	\$0		
31119	Hardscape	\$0	\$0		
31120	Wayfinding	\$0	\$0		
31121	Photo Lab Relocation	\$695,074	\$695,074		
31122	Group II Equipment - \$200,000/year for 10 years	\$2,500,000	\$2,100,000	(\$400,000)	A portion of the current budget, in the amount of \$400,000 is being reallocated to the new project: New Gym Sitework & Repurpose Racquetball Building (Project # TBD). Budget to be back-filled at a later date with surplus campus contingency.
31304	Scheduled Maintenance	\$13,788,876	\$13,788,876		
31305	Energy Efficiency- Photovoltaic	\$0	\$0		
31307	Campus Generator Project	\$0	\$0		
31308	Campus Water System mapping and consolidation	\$403,094	\$403,094		
31311	Physical Security	\$846,333	\$846,333		
31321	Parking Lot & Street Maintenance	\$1,135,219	\$0	(\$1,135,219)	This project is being deferred. Remaining budget in the amount of \$1,135,219 being transferred to new project: New Gym Sitework & Repurpose Racquetball Building project (Project # TBD).
31702	IT and Tech Equipment	\$7,042,094	\$7,042,094		
TBD	New Gym Sitework & Repurpose Racquetball Building	\$0	\$6,144,215	\$6,144,215	New project to fund selected components of the New Gym Project due to limited funding resources in the G-2004 Bond Program. Budgets transferred from Project 31116 in the amount of \$4,435,618, Project 31321 in the amount of \$1,135,219 and Project C31199 in the amount of \$173,378.
C31199	Campus Contingency - San Jose City	\$3,515,039	\$3,341,661	(\$173,378)	Budget transfer in the amount of \$173,378 to new project, New Gym Sitework & Repurpose Racquetball Building (Project # TBD), to fund selected components of the New Gym Project.
<b>Total San Jose City College Campus Budget</b>		<b>\$78,813,685</b>	<b>\$78,813,685</b>	<b>\$0</b>	

# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2010 Bond List Revision #8

June 10, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>Evergreen Valley College Project List</b>				
32105	New Campus Police Building	\$0	\$0	
32106	Engineering and Applied Technology	\$9,700,000	\$9,700,000	
32107	South Campus Development	\$55,622,400	\$55,622,400	
32108	Admin and Student Services Remodel and Consolidation	\$175,000	\$175,000	
32109	Repurpose Gullo II	\$50,000	\$50,000	
32110	Demolition - Roble/Acacia	\$1,148,376	\$1,148,376	
32111	Automotive Technology	\$13,532,510	\$13,532,510	
32112	GED4	\$0	\$0	
32113	Campus Site Improvements	\$4,245,021	\$4,545,021	\$300,000 Partial budget in the amount of \$300,000 is being transferred from Project 32311 - Campus Water Service Replacement for efficiency and consolidation of scope of work within site improvement projects.
32118	Hardscape- Circulation and Plazas	\$0	\$0	
32119	Landscaping	\$0	\$0	
32120	Irrigation	\$0	\$0	

# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2010 Bond List Revision #8

June 10, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>Evergreen Valley College Project List</b>				
32121 Wayfinding	\$0	\$0		
32122 EVC Vehicles	\$100,000	\$100,000		
32306 Central Plant and Police Renovation	\$14,035,022	\$14,035,022		
32307 Scheduled Maintenance	\$16,066,351	\$16,066,351		
32308 Utilities Projects and Upgrades	\$1,325,753	\$1,325,753		
32309 Exterior Lighting Upgrade Phase II	\$0	\$0		
32310 Energy Efficiency - Photovoltaic	\$9,445,768	\$9,445,768		
32311 Campus Water Service Replacement Project	\$1,487,391	\$1,187,391	(\$300,000)	Partial budget in the amount of \$300,000 is being transferred to Project 32113 - Campus Site Improvements for efficiency and consolidation of scope of work within site improvement projects.
32312 Vehicular Circulation	\$0	\$0		
32313 Parking Lot and Street Maintenance	\$1,423,407	\$1,423,407		
32314 Physical Security	\$1,705,809	\$1,705,809		
32602 Group II Equipment - \$200,000/year for 10 years	\$2,000,000	\$2,000,000		
32702 IT and Tech Equipment	\$5,219,480	\$5,219,480		
C32299 Campus Contingency - Evergreen	\$6,329,637	\$6,329,637		
<b>Total Evergreen Valley College Campus Budget</b>	<b>\$143,611,925</b>	<b>\$143,611,925</b>	<b>\$0</b>	

# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2010 Bond List Revision #8

June 10, 2014

Category/Project		Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>District and District-wide Projects List</b>					
39301	New District Office Building	\$12,009,880	\$12,460,068	\$450,188	Budget in the amount of \$450,188 from Project 39308- Telecommunications Consolidation Antennas is being re-directed to Project 39301 to fund data infrastructure for the new data room at the new district office.
39307	Vehicle Replacement	\$1,248,863	\$1,248,863		
39308	Telecommunications Consolidation Antennas	\$450,188	\$0	(\$450,188)	Budget in the amount of \$450,188 is being transferred to Project 39301- New District Office Building. The new network upgrade across the district will negate the need for the scope of Project 39308. As a result, this project is being cancelled.
39310	MDF Relocation	\$2,379,879	\$2,379,879		
39311	Controls Extension Project (Energy Conservation)	\$446,397	\$446,397		
39620	Group II Equipment - Includes safety and security	\$0	\$0		
39704	Enterprise Resource Planning Conversion	\$5,000,000	\$5,000,000		
39705	Infrastructure Upgrade	\$5,000,000	\$5,000,000		
39905	Management and Related Costs (3% of const hard costs)	\$5,055,599	\$5,055,599		
39999	Election/Legal/EIR/DO Labor and Related (3% of const hard costs)	\$5,055,599	\$5,055,599		
C39399	District-Wide Contingency	\$655,894	\$655,894		
<b>Total District/District-wide (campus) Budget</b>		<b>\$37,302,299</b>	<b>\$37,302,299</b>	<b>\$0</b>	
<b>Program Contingency</b>					
39699	Program Contingency	\$8,752,335	\$8,782,342	\$30,007	Fiscal Year 2013-14 Q2 Interest Earnings of \$30,007.28
<b>Totals:</b>		<b>\$268,480,244</b>	<b>\$268,510,251</b>	<b>\$30,007</b>	





MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 13.c: Measure G-2010: Financial Reports – *Ann Kennedy***

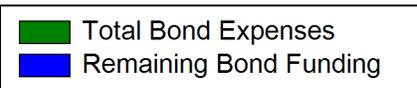
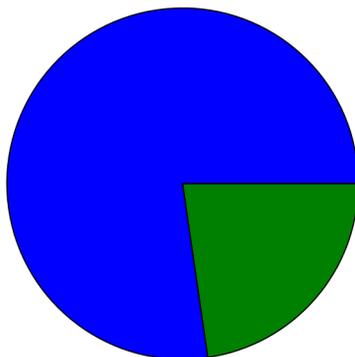
**Funding Sources (Budget):**

Bond Authorization:	\$268,000,000	99.56 %
Bond Interest Earned (Standard):	\$477,172	0.30 %
Bond Interest Earned (Endowment):	\$3,072	0.00 %
Unallocated Bond Interest Earned (Standard):	\$30,007	0.01 %
Unallocated Bond Interest Earned (Endowment):	\$347,103	0.13 %
<b>Total Bond:</b>	<b>\$268,857,354</b>	<b>100.00 %</b>
State:	\$0	0.00 %
Other:	\$0	0.00 %
<b>Total Bond + Other Funding:</b>	<b>\$268,857,354</b>	<b>100.00 %</b>

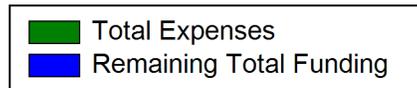
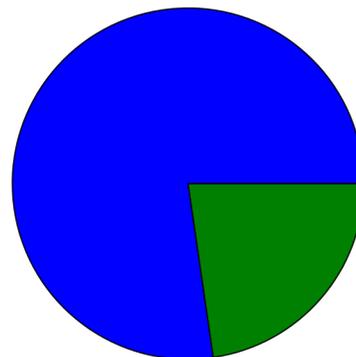
**Cost Status:**

Budget Group	Total Budget	Actual Expenses to Date			Remaining Balance
		Bond	State	Other	
A&E, Oversight, DSA & Other	\$56,181,289	\$22,832,787	-	-	\$33,348,502
Construction & Contingency	\$184,150,267	\$33,439,910	-	-	\$150,710,356
Furniture & Equipment	\$28,148,688	\$4,858,487	-	-	\$23,290,201
Unallocated Interest Earned	\$377,110	-	-	-	\$377,110
<b>Totals</b>	<b>\$268,857,354</b>	<b>\$61,131,185</b>	<b>\$0</b>	<b>\$0</b>	<b>\$207,726,169</b>

Budget vs Expenses - Bond ONLY



Budget vs Expenses - TOTAL Funding



**Legend:**

Bond and Bond Authorization = Measure G  
 Interest Earned = Measure G Interest Earnings Allocated to Projects  
 Total Interest Earnings (Investment Income) = Interest Earned + Unallocated Interest Earned  
 Unallocated Interest Earned = Interest Earnings not yet allocated to specific projects  
 State = State Capital Outlay and Scheduled Maintenance (only on Measure G projects)  
 Other = Contribution to Project from "other" source (non-State nor Bond)  
 Expenses represented in the "Actual Expenses to Date" columns represent accrued expenses paid through the reporting period end date.

## Measure G - 2010 Summary Report

Reporting Period: Inception to 3/31/2014

### San José City College

Project	Description	Measure G	Bond Exp	Budget	Start	End	Status	
		Budget	to Date	Remaining	Date**	Date***	Cost	Schedule
<b>Board Approved</b>								
31304	Scheduled Maintenance	\$13,788,876	\$3,404,920	\$10,383,956	04/02/12	06/30/23	ok	ok
31702	IT & Tech Equipment	\$7,042,094	\$1,048,518	\$5,993,576	04/03/12	12/13/18	ok	ok
31116	Campus Site Improvements	\$5,833,648	\$559,257	\$5,274,391	09/04/12	04/13/17	ok	ok
31122	Group II Equipment - \$200,000/year for 10 years	\$2,500,000	\$379,578	\$2,120,422	06/14/11	06/14/21	ok	ok
31321	Parking Lot & Street Maintenance	\$1,135,219	\$0	\$1,135,219	08/04/14	04/07/17	ok	ok
31115	Theater Demo & New Parking Lot	\$1,135,129	\$0	\$1,135,129	03/31/14	10/17/16	ok	ok
	<b>Phase Total:</b>	<b>\$31,434,966</b>	<b>\$5,392,273</b>	<b>\$26,042,693</b>				
<b>Design</b>								
31107	Media Arts Center and Career Technical Education	\$31,875,238	\$2,466,698	\$29,408,540	03/02/12	07/28/16	ok	ok
31110	Utility Extensions and Emergency Generator	\$5,649,584	\$2,636,541	\$3,013,043	08/30/12	09/22/17	ok	ok
31114	Renovate Jaguar Gym	\$3,869,357	\$13,341	\$3,856,016	11/27/12	10/04/16	ok	ok
31311	Physical Security	\$846,333	\$215,388	\$630,945	03/15/12	02/23/14	ok	ok
	<b>Phase Total:</b>	<b>\$42,240,512</b>	<b>\$5,331,969</b>	<b>\$36,908,543</b>				
<b>Close Out</b>								
31121	Photo Lab Relocation	\$695,074	\$597,248	\$97,826	12/31/12	03/31/14	ok	ok
31109	Repurpose Boiler Plant	\$525,000	\$471,270	\$53,730	06/17/13	03/31/14	ok	ok
31308	Campus Water System Mapping & Consolid.	\$403,094	\$322,538	\$80,556	10/11/12	10/08/13	ok	ok
	<b>Phase Total:</b>	<b>\$1,623,168</b>	<b>\$1,391,056</b>	<b>\$232,112</b>				
<b>Consolidated</b>								
31105	Renovate Bldg K	\$0	\$0	\$0				N/A
31108	100-200-Boiler Plant Demo & New Parking Lot	\$0	\$0	\$0				N/A
31111	Exterior Lighting- Phase II	\$0	\$0	\$0				N/A
31112	Vehicular Circulation Entrances	\$0	\$0	\$0				N/A
31117	Landscaping	\$0	\$0	\$0				N/A
31118	Irrigation	\$0	\$0	\$0				N/A
31119	Hardscape	\$0	\$0	\$0				N/A
31120	Wayfinding	\$0	\$0	\$0				N/A
31305	Energy Efficiency- Photovoltaic	\$0	\$0	\$0				N/A
31307	Campus Generator Project	\$0	\$0	\$0				N/A
31113	Vocational Technology Bldg	\$0	\$0	\$0				N/A
	<b>Phase Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>Cancelled</b>								
31602	Mgmt & Related Costs see 39905	\$0	\$0	\$0				N/A
	<b>Phase Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>Deferred</b>								
31106	Renovate General Education Bldg	\$0	\$0	\$0				N/A
	<b>Phase Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
	<b>San José City College Subtotal:</b>	<b>\$75,298,646</b>	<b>\$12,115,298</b>	<b>\$63,183,348</b>				
31199	Campus Contingency - San Jose City	\$3,515,039	\$0	\$3,515,039				
	<b>Campus Contingency / (Forecasted Total Cost - Expenses to Date):</b>						<b>4.67 %</b>	
	<b>San Jose City College Totals:</b>	<b>\$78,813,685</b>	<b>\$12,115,298</b>	<b>\$66,698,387</b>				

**Legend:**

\*\* "Start Date" = scheduled start date or first expenditure, whichever comes first  
 \*\*\* "End Date" = when project is available for intended use  
 XX3XX: Project lead is Facilities Department & budgets remain intact  
 3X9XX: Hold as district-wide overhead  
 \* Uncategorized Projects consist of District wide project administration and other operating expenses  
 Expenses represented in the "Bond Expenses to Date" column represent accrued expenses paid through the reporting period end date.

## Measure G - 2010 Summary Report

Reporting Period: Inception to 3/31/2014

### Evergreen Valley College

Project	Description	Measure G	Bond Exp	Budget	Start	End	Status	
		Budget	to Date	Remaining	Date**	Date***	Cost	Schedule
<b>Board Approved</b>								
32106	Engineering & Applied Technology	\$9,700,000	\$52,679	\$9,647,321	07/25/12	12/19/18	ok	ok
32602	Group II Equipment - \$200,000/year for 10 years	\$2,000,000	\$71,325	\$1,928,675	03/29/12	06/30/21	ok	ok
32122	EVC Vehicles	\$100,000	\$0	\$100,000	11/12/13	06/30/21	ok	ok
	<b>Phase Total:</b>	<b>\$11,800,000</b>	<b>\$124,004</b>	<b>\$11,675,996</b>				
<b>Design</b>								
32107	South Campus Development	\$55,622,400	\$4,391,300	\$51,231,100	06/05/12	02/02/17	ok	ok
32111	Automotive Technology	\$13,532,510	\$649,252	\$12,883,258	06/21/12	08/25/16	ok	ok
32702	IT & Tech Equipment	\$5,219,480	\$188,212	\$5,031,268	04/18/13	03/09/22	ok	ok
32113	Campus Site Improvements	\$4,245,021	\$872,895	\$3,372,126	06/12/12	06/15/15	ok	ok
32314	Physical Security	\$1,705,809	\$212,490	\$1,493,319	05/14/13	11/17/15	ok	ok
32110	Demolition - Roble/Acacia	\$1,148,376	\$54,290	\$1,094,086	10/18/12	02/15/17	ok	ok
32108	Admin & Student Services Remodel & Consolidation	\$175,000	\$65,400	\$109,600	01/16/12	05/31/17	ok	ok
32109	Repurpose Gullo II	\$50,000	\$0	\$50,000	03/31/14	02/26/18	ok	ok
	<b>Phase Total:</b>	<b>\$81,698,596</b>	<b>\$6,433,839</b>	<b>\$75,264,757</b>				
<b>Construction</b>								
32307	Scheduled Maintenance	\$16,066,351	\$6,658,209	\$9,408,142	04/02/12	01/02/23	ok	ok
32306	Central Plant & Police Renovation	\$14,035,022	\$10,013,835	\$4,021,187	11/15/11	01/12/15	ok	ok
32311	Campus Water Service Replacement Project	\$1,487,391	\$52,611	\$1,434,780	02/08/13	08/19/14	ok	ok
32313	Parking Lot & Street Maintenance	\$1,423,407	\$233,428	\$1,189,979	01/17/13	08/19/14	ok	ok
32308	Utilities Projects & Upgrades	\$1,325,753	\$669,008	\$656,745	05/15/12	06/12/15	ok	ok
	<b>Phase Total:</b>	<b>\$34,337,924</b>	<b>\$17,627,093</b>	<b>\$16,710,831</b>				
<b>Close Out</b>								
32310	Energy Efficiency- Photovoltaic	\$9,445,768	\$9,429,074	\$16,694	06/02/11	07/09/13	ok	ok
	<b>Phase Total:</b>	<b>\$9,445,768</b>	<b>\$9,429,074</b>	<b>\$16,694</b>				
<b>Consolidated</b>								
32118	Hardscape- Circulation & Plazas	\$0	\$0	\$0				N/A
32119	Landscaping	\$0	\$0	\$0				N/A
32120	Irrigation	\$0	\$0	\$0				N/A
32121	Wayfinding	\$0	\$0	\$0				N/A
32309	Exterior Lighting Upgrade - Phase II	\$0	\$0	\$0				N/A
32312	Vehicular Circulation	\$0	\$0	\$0				N/A
32112	GED 4	\$0	\$0	\$0				N/A
	<b>Phase Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>Cancelled</b>								
32105	New Campus Police Bldg	\$0	\$0	\$0				N/A
	<b>Phase Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>Evergreen Valley College Subtotal:</b>		<b>\$137,282,288</b>	<b>\$33,614,010</b>	<b>\$103,668,278</b>				
32299	Campus Contingency - Evergreen	\$6,329,637	\$0	\$6,329,637				
<b>Campus Contingency / (Forecasted Total Cost - Expenses to Date):</b>						<b>4.61 %</b>		
<b>Evergreen Valley College Totals:</b>		<b>\$143,611,925</b>	<b>\$33,614,010</b>	<b>\$109,997,915</b>				

**Legend:**

\*\* "Start Date" = scheduled start date or first expenditure, whichever comes first  
 \*\*\* "End Date" = when project is available for intended use  
 XX3XX: Project lead is Facilities Department & budgets remain intact  
 3X9XX: Hold as district-wide overhead  
 \* Uncategorized Projects consist of District wide project administration and other operating expenses  
 Expenses represented in the "Bond Expenses to Date" column represent accrued expenses paid through the reporting period end date.

## Measure G - 2010 Summary Report

Reporting Period: Inception to 3/31/2014

District									
Project	Description	Measure G	Bond Exp	Budget	Start	End	Status		
		Budget	to Date	Remaining	Date**	Date***	Cost	Schedule	
<b>Board Approved</b>									
39704	Enterprise Resource Planning Conversion	\$5,000,000	\$1,055,938	\$3,944,062	02/14/12	04/13/23	ok	ok	
39705	Infrastructure Upgrade	\$5,000,000	\$988,337	\$4,011,663	11/12/13	06/30/21	ok	ok	
39307	Vehicle Replacement	\$1,248,863	\$840,606	\$408,257	02/27/12	03/23/18	ok	ok	
39308	Telecommunications Consolidation Antennas	\$450,188	\$0	\$450,188	03/31/14	03/29/17	ok	ok	
	<b>Phase Total:</b>	<b>\$11,699,051</b>	<b>\$2,884,881</b>	<b>\$8,814,170</b>					
<b>Design</b>									
39301	New District Office Building (Property Acquisition/Relocation or Renovation of District Offices/WI)	\$12,009,880	\$3,225,527	\$8,784,353	09/09/11	01/12/15	ok	ok	
39310	MDF Relocation	\$2,379,879	\$79,644	\$2,300,235	01/21/12	12/06/16	ok	ok	
	<b>Phase Total:</b>	<b>\$14,389,759</b>	<b>\$3,305,171</b>	<b>\$11,084,588</b>					
<b>Close Out</b>									
39311	Controls Extension Project (Energy Conservation)	\$446,397	\$64,603	\$381,794	06/13/12	05/23/14	ok	ok	
	<b>Phase Total:</b>	<b>\$446,397</b>	<b>\$64,603</b>	<b>\$381,794</b>					
<b>Consolidated</b>									
39620	Group II Equipment - Includes safety & security	\$0	\$0	\$0					N/A
	<b>Phase Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>					
	<b>District Subtotal:</b>	<b>\$26,535,207</b>	<b>\$6,254,655</b>	<b>\$20,280,552</b>					
39399	District/District-Wide Contingency	\$655,895	\$0	\$655,895					
	<b>Campus Contingency / (Forecasted Total Cost - Expenses to Date)</b>								<b>2.47 %</b>
	<b>District Totals:</b>	<b>\$27,191,102</b>	<b>\$6,254,655</b>	<b>\$20,936,447</b>					
<b>Uncategorized Projects*</b>									
39905	Management and Related Costs (3% of const hard costs)	\$5,055,599	\$6,897,294	(\$1,841,695)	02/22/11	06/30/21	N/A	N/A	
39999	Election/Legal/EIR/DO Labor & Related (3% of const hard costs)	\$5,055,599	\$2,249,928	\$2,805,671	01/24/11	06/30/21	N/A	N/A	
	<b>Uncategorized Projects Totals:</b>	<b>\$10,111,198</b>	<b>\$9,147,222</b>	<b>\$963,976</b>					
	Unallocated Interest Earnings	\$377,110	\$0	\$377,110					
	<b>Measure G Project List Subtotal</b>	<b>\$26,535,207</b>	<b>\$6,254,655</b>	<b>\$20,280,552</b>					
39699	Program Contingency	\$8,752,335	\$0	\$8,752,335					
	<b>Catastrophic Contingency / (Forecasted Total Cost - Expenses to Date)</b>								<b>3.37 %</b>
	<b>Measure G Project List Total</b>	<b>\$26,535,207</b>	<b>\$6,254,655</b>	<b>\$20,280,552</b>					

**Legend:**

\*\* "Start Date" = scheduled start date or first expenditure, whichever comes first  
 \*\*\* "End Date" = when project is available for intended use  
 XX3XX: Project lead is Facilities Department & budgets remain intact  
 3X9XX: Hold as district-wide overhead  
 \* Uncategorized Projects consist of District wide project administration and other operating expenses  
 Expenses represented in the "Bond Expenses to Date" column represent accrued expenses paid through the reporting period end date.

# Measure G Program Level Report Guidelines for Status Codes

The guidelines described below were applied by the Project Teams to each project when determining the project's status in the areas of cost and schedule. Information has been included below for each project reporting a "problem" (red) status.

## Summary of Guidelines

<b>OK</b>	Project has a normal range of issues. Project baselines are not in jeopardy.
<b>Caution</b>	Project has significant issue(s). However, project team has a solution and/or options to mitigate or resolve it/them.
<b>Problem</b>	Project has significant issue(s) without a current or near term solution.

## Project Status Guidelines

	Cost (Contingency)	Schedule Large Capital Projects (Required Occupancy Date - Forecast Completion Date)	Schedule Other Projects (Required Occupancy Date - Forecast Completion Date)
<b>OK</b>	Contingency > 5% of <sup>1</sup> Budget Remaining	> 2 Months Schedule Contingency	> 1 Month Schedule Contingency
<b>Caution</b>	Contingency < 5% and > 3% of <sup>1</sup> Budget Remaining	> 1 and < 2 Months Schedule Contingency	~ 1 Month Schedule Contingency
<b>Problem</b>	Contingency < 2% of <sup>1</sup> Budget Remaining	< 1 Month Schedule Contingency	< 2 Weeks Schedule Contingency

<sup>1</sup> Budget Remaining = Total Budget – Cost to Date – Encumbered.

<sup>2</sup> Forecast Completion Date = Project is ready to be occupied for its intended purpose (Work is usably complete including equipment installation and outfitting. Some punch list items may remain and financial closeout may still be pending).

## Problem Project Information



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 14.b: Measure G-2004: Bond List Revision – *Ann Kennedy***

There was one *Measure G-2004 Bond List Revision* during the reporting period ending March 31, 2014. This *Bond List Revision* was reported upon at the last meeting of the Committee.

- February 11, 2014

There were two *Measure G-2004 Bond List Revisions* that occurred after the reporting period ending March 31, 2014, and prior to this meeting. These revisions took place at the following Board of Trustees' Meetings and are reflected in the attached reports:

- April 8, 2014
- June 10, 2014

The *Bond List Revisions* and the associated back-up from the Board of Trustee's meetings approving these revisions are attached.



## **Agenda Item Details**

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Meeting	Apr 08, 2014 - Governing Board Meeting Agenda
Category	I. ACTION AGENDA
Subject	11. Measure G-2004 Bond Program: Bond List Revision
Type	Action
Preferred Date	Apr 08, 2014
Absolute Date	Apr 08, 2014
Budget Source	Measure G-2004
Recommended Action	A recommendation that the Board of Trustees review and approve revisions to the Measure G - 2004 bond list, as presented.

The previous Measure G 2004 Bond List Revision was approved by the Board of Trustees on February 11, 2014. Revisions are presented to the Board on a quarterly basis and as needed.

This proposed Bond List Revision reflects the efforts to plan and prioritize Measure G-2004 Bond projects at Evergreen Valley College. The changes included in this Bond List Revision align project scope and budget with planned implementation efforts for the colleges' 2025 Facilities Master Plans to gain efficiency and economy of scale. There are no revisions to San Jose City College in this request.

The Measure G-2004 Bond List Revision dated April 8, 2014 includes the following actions:

### **Project 210: Modernization of Existing Facilities**

Budget in the amount of \$143,000 is being transferred from Project 223 – Central Green to Project 210 – Modernization of Existing Facilities to accommodate alignment of scope and cost.

### **Project 218: EVC Furniture & Equipment**

A portion of Evergreen Valley College's allotment of interest earnings in the amount of \$126,919.61 is being transferred from Project 399 – Program Contingency to Project 218- EVC Furniture & Equipment to accommodate project expenses that were identified after the November 11, 2013 Board approved Bond List Revision, which closed-out the project and transferred savings.

### **Project 223: Central Green**

Budget in the amount of \$143,000 is being transferred from Project 223 – Central Green to Project 210 – Modernization of Existing Facilities to accommodate alignment of scope and cost.

### **Project 399: Program Contingency**

A portion of Evergreen Valley College's allotment of interest earnings in the amount of

\$126,919.61 is being transferred from Project 399 – Program Contingency to Project 218- EVC Furniture & Equipment to accommodate project expenses that were identified after the November 11, 2013 Board approved Bond List Revision, which closed-out the project and transferred savings. Additionally, FY 2013-14 second quarter interest earnings in the amount of \$11,186.25 are being allocated to this project.

These Bond List Revisions have been approved by the Evergreen Valley College Vice President of Administrative Services and the Vice Chancellor of Administrative Services.

[A - Bond List Revision Measure G-2004 2014 0418.pdf \(190 KB\)](#)

**For more information on this agenda item, please contact Joy Pace, Executive Administrative Assistant to the Chancellor, at (408) 270-6402.**

# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2004

April 8, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>San Jose City College Project List</b>				
101	SJCC Campus Safety Upgrades	\$296,687	\$296,687	
105	Science & Math Educational Complex (Science Complex)	\$19,189,964	\$19,189,964	
107	Career Technology (Applied Sciences)	\$1,538,948	\$1,538,948	
110	SJCC Facility Master Plan	\$619,597	\$619,597	
111	Modernization of Existing Facilities	\$555,653	\$555,653	
114	Cosmetology/Reprographics Remodel	\$5,631,333	\$5,631,333	
116	Site & Parking Improvements	\$1,999,037	\$1,999,037	
120	Multi-Disciplinary Building (Humanities/Art/Math)	\$28,850,211	\$28,850,211	
121	Maintenance & Operations Renovations	\$219,618	\$219,618	
122	Physical Education Gymnasium	\$22,880,265	\$22,880,265	
123	Utilities Infrastructure	\$3,562,632	\$3,562,632	
124	Voice Data Upgrades	\$476,443	\$476,443	
125	Multi-use Athletic/Softball Field	\$5,643,805	\$5,643,805	
126	Minor Facilities Modifications	\$192,672	\$192,672	



# Bond List Revisions Approval Request

## Measure G-2004

April 8, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>San Jose City College Project List</b>				
127 SJCC Furniture & Equipment	\$199,326	\$199,326		
<b>San Jose City College Campus Budget</b>	<b>\$91,856,191</b>	<b>\$91,856,191</b>	<b>\$0</b>	
<b>Evergreen Valley College Project List</b>				
202 Classroom Complex for Visual and Performing Arts (Arts Complex)	\$20,717,707	\$20,717,707		
205 EVC Campus Safety Upgrades	\$376,168	\$376,168		
206 EVC Facility Master Plan	\$313,797	\$313,797		
210 EVC Modernization of Existing Buildings	\$19,681,724	\$19,824,724	\$143,000	Budget in the amount of \$143,000 is being transferred from Project 223 – Central Green to Project 210 – Modernization of Existing Facilities to accommodate alignment of scope and cost.
215 Site & Parking Improvements	\$5,223,397	\$5,223,397		
217 Student Service Renovation	\$919,275	\$919,275		
218 EVC Furniture & Equipment	\$1,438,862	\$1,565,782	\$126,920	A portion of Evergreen Valley College's allotment of interest earnings in the amount of \$126,919.61 is being transferred from Project 399 – Program Contingency to accommodate project expenses that were identified after the November 11, 2013 Board approved Bond List Revision, which closed-out the project and transferred savings.
219 Health/Physical Education Center	\$1,928,261	\$1,928,261		
220 EVC Central Plant & Utilities Infrastructure Upgrades	\$3,538,456	\$3,538,456		
221 Voice Data Upgrades	\$768,544	\$768,544		

# Bond List Revisions Approval Request

## Measure G-2004

April 8, 2014

Category/Project		Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>Evergreen Valley College Project List</b>					
223	Central Green	\$4,300,000	\$4,157,000	(\$143,000)	Budget in the amount of \$143,000 is being transferred from Project 223 – Central Green to Project 210 – Modernization of Existing Facilities to accommodate alignment of scope and cost.
224	East Plaza Reconfiguration	\$2,161,991	\$2,161,991		
<b>Evergreen Valley College Campus Budget</b>		<b>\$61,368,183</b>	<b>\$61,495,103</b>	<b>\$126,920</b>	

## District and District-wide Projects List

302	DW Legal Fees	\$628,066	\$628,066		
303	DW Project Admin & Other Operating Expenses	\$3,771,468	\$3,771,468		
304	District Office Renovation	\$3,045,712	\$3,045,712		
305	DW Master Plan- District Standards	\$121,814	\$121,814		
306	DW Scheduled Maintenance (Local Match)	\$462,544	\$462,544		
308	DW Technology Upgrades	\$7,956,351	\$7,956,351		
309	Joint Use 21st Century Post-Secondary Education Center	\$10,028,186	\$10,028,186		
310	DW Sustainability Plan	\$1,288,469	\$1,288,469		
311	General Safety Upgrades	\$2,153,269	\$2,153,269		
312	Restructure Lease Revenue	\$10,400,000	\$10,400,000		
<b>District/District-wide (campus) Budget</b>		<b>\$39,855,879</b>	<b>\$39,855,879</b>	<b>\$0</b>	

# Bond List Revisions Approval Request

## Measure G-2004

April 8, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>Program Contingency</b>				
399 Program Contingency	\$1,189,625	\$1,073,891	(\$115,734)	A portion of Evergreen Valley College's allotment of interest earnings in the amount of \$126,919.61 is being transferred to Project 218- EVC Furniture & Equipment to accommodate project expenses that were identified after the November 11, 2013 Board approved Bond List Revision, which closed-out the project and transferred savings. Allocation of FY 13-14 Q2 Interest Earnings in the amount \$11,186.25.
<b>Totals:</b>	<b>\$194,269,877</b>	<b>\$194,281,063</b>	<b>\$11,186</b>	



### Agenda Item Details

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Meeting	Jun 10, 2014 - Governing Board Meeting Agenda
Category	I. ACTION AGENDA
Subject	6. Measure G-2004 Bond Program: Bond List Revision
Type	Action
Preferred Date	Jun 10, 2014
Absolute Date	Jun 10, 2014
Budget Source	Measure G-2004
Recommended Action	A recommendation that the Board of Trustees review and approve the revisions to the Measure G - 2004 bond list, as presented.

The previous Measure G 2004 Bond List Revision was approved by the Board of Trustees on April 8, 2014. Revisions are presented to the Board on a quarterly basis and as needed.

This proposed Bond List Revision reflects the efforts to plan and prioritize Measure G-2004 Bond projects at Evergreen Valley College and San Jose City College. The changes included in this Bond List Revision align project scope and budget with planned implementation efforts to gain efficiency and economy of scale. There are no revisions to San Jose City College or District projects in this request.

The Measure G-2004 Bond List Revision dated June 10, 2014 includes the following actions:

#### **Project 223: Central Green**

- Budget in the amount of \$2,161,991 is being transferred from Project 224 – *East Plaza Reconfiguration* to Project 223 - *Central Green* to provide efficiency and to consolidate project scope and scale, project cost and project management.
- Partial budget in the amount of \$52,400 is being transferred from Project 223 - *Central Green* to Project 210- *Modernization to Existing Buildings* to accommodate project scope and expenses.
- Scope description is being updated to “Projects to improve and develop the campus core consistent with the 2025 Facilities Master Plan. Projects include those related to safety, site conditions, site reconditioning, hardscape, campus vehicle and pedestrian circulation, walkways and plazas, accessibility, irrigation, way-finding, and lighting.”
- Project name is being changed from “*Central Green*” to “*Central Green/Arts Complex*”.

#### **Project 224: East Plaza Reconfiguration**

Budget in the amount of \$2,161,991 is being transferred from Project 224 – *East Plaza Reconfiguration* to Project 223 - *Central Green* to provide efficiency and to consolidate project scope and scale, project cost and project management. Project 224 is being closed.

**Project 210: Modernization of Existing Buildings**

Partial budget in the amount of \$52,400 is being transferred from Project 223 - *Central Green* to Project 210 - *Modernization to Existing Buildings* to accommodate project scope and expenses.

These Bond List Revisions have been approved by the San Jose City College and Evergreen Valley College Vice Presidents of Administrative Services and the Vice Chancellor of Administrative Services.

[A - Bond List Revision MG-2004 FINAL.pdf \(191 KB\)](#)

**For more information on this agenda item, please contact Joy Pace, Executive Administrative Assistant to the Chancellor, at (408) 270-6402.**

# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2004

June 10, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>San Jose City College Project List</b>				
101	SJCC Campus Safety Upgrades	\$296,687	\$296,687	
105	Science & Math Educational Complex (Science Complex)	\$19,189,964	\$19,189,964	
107	Career Technology (Applied Sciences)	\$1,538,948	\$1,538,948	
110	SJCC Facility Master Plan	\$619,597	\$619,597	
111	Modernization of Existing Facilities	\$555,653	\$555,653	
114	Cosmetology/Reprographics Remodel	\$5,631,333	\$5,631,333	
116	Site & Parking Improvements	\$1,999,037	\$1,999,037	
120	Multi-Disciplinary Building (Humanities/Art/Math)	\$28,850,211	\$28,850,211	
121	Maintenance & Operations Renovations	\$219,618	\$219,618	
122	Physical Education Gymnasium	\$22,880,265	\$22,880,265	
123	Utilities Infrastructure	\$3,562,632	\$3,562,632	
124	Voice Data Upgrades	\$476,443	\$476,443	
125	Multi-use Athletic/Softball Field	\$5,643,805	\$5,643,805	
126	Minor Facilities Modifications	\$192,672	\$192,672	



# Bond List Revisions Approval Request

San Jose Evergreen

## Measure G-2004

June 10, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>San Jose City College Project List</b>				
127 SJCC Furniture & Equipment	\$199,326	\$199,326		
<b>San Jose City College Campus Budget</b>	<b>\$91,856,191</b>	<b>\$91,856,191</b>	<b>\$0</b>	

## Evergreen Valley College Project List

202 Classroom Complex for Visual and Performing Arts (Arts Complex)	\$20,717,707	\$20,717,707		
205 EVC Campus Safety Upgrades	\$376,168	\$376,168		
206 EVC Facility Master Plan	\$313,797	\$313,797		
210 EVC Modernization of Existing Buildings	\$19,824,724	\$19,877,124	\$52,400	Partial budget in the amount of \$52,400 is being transferred from Project 223- Central Green to accommodate project scope and expenses.
215 Site & Parking Improvements	\$5,223,397	\$5,223,397		
217 Student Service Renovation	\$919,275	\$919,275		
218 EVC Furniture & Equipment	\$1,565,782	\$1,565,782		
219 Health/Physical Education Center	\$1,928,261	\$1,928,261		
220 EVC Central Plant & Utilities Infrastructure Upgrades	\$3,538,456	\$3,538,456		
221 Voice Data Upgrades	\$768,544	\$768,544		

# Bond List Revisions Approval Request

## Measure G-2004

June 10, 2014

Category/Project	Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>Evergreen Valley College Project List</b>				
223 Central Green/Arts Plaza	\$4,157,000	\$6,266,591	\$2,109,591	Budget in the amount of \$2,161,991 is being transferred from Project 224– East Plaza Reconfiguration to provide efficiency and to consolidate project scope and scale, project cost and management. Budget in the amount of \$52,400 is being transferred to Project 210- Modernization of Existing Buildings to accommodate project scope and expenses. Name is being changed to "Central Green/Arts Plaza".
Central Green				
224 East Plaza Reconfiguration	\$2,161,991	\$0	(\$2,161,991)	Budget in the amount of \$2,161,991 is being transferred to Project 223 - Central Green to provide efficiency and to consolidate project scope and scale, project cost and management. Project 224 is closed.
<b>Evergreen Valley College Campus Budget</b>	<b>\$61,495,102</b>	<b>\$61,495,102</b>	<b>\$0</b>	

## District and District-wide Projects List

302 DW Legal Fees	\$628,066	\$628,066		
303 DW Project Admin & Other Operating Expenses	\$3,771,468	\$3,771,468		
304 District Office Renovation	\$3,045,712	\$3,045,712		
305 DW Master Plan- District Standards	\$121,814	\$121,814		
306 DW Scheduled Maintenance (Local Match)	\$462,544	\$462,544		
308 DW Technology Upgrades	\$7,956,351	\$7,956,351		
309 Joint Use 21st Century Post-Secondary Education Center	\$10,028,186	\$10,028,186		
310 DW Sustainability Plan	\$1,288,469	\$1,288,469		

# Bond List Revisions Approval Request

## Measure G-2004

June 10, 2014

Category/Project		Approved Budget	Proposed Budget	Proposed Revision	Reason
<b>District and District-wide Projects List</b>					
311	General Safety Upgrades	\$2,153,269	\$2,153,269		
312	Restructure Lease Revenue	\$10,400,000	\$10,400,000		
<b>District/District-wide (campus) Budget</b>		<b>\$39,855,879</b>	<b>\$39,855,879</b>	<b>\$0</b>	
<b>Program Contingency</b>					
399	Program Contingency	\$1,073,891	\$1,073,891		
<b>Totals:</b>		<b>\$194,281,063</b>	<b>\$194,281,063</b>	<b>\$0</b>	



MEASURE G-2004 / MEASURE G-2010  
CITIZENS' BOND OVERSIGHT COMMITTEE  
MEETING AGENDA

**June 17, 2014**

**Meeting 5:30 p.m. to 7:00 p.m.**

San José City College, 600 South Bascom Avenue (Room T-112)

The following attachment is reference material for:

**Agenda Item 14.c: Measure G-2004: Financial Reports – *Ann Kennedy***

# Whole Program Summary Report

San José · Evergreen CCD

## Measure G-2004 - Capital Projects Update

Reporting Period: Inception to March 31, 2014

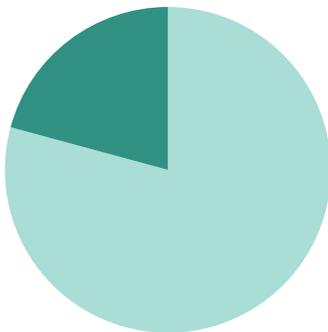
### Funding Sources (Budget)

Bond Authorization	\$185,000,000	65.55%
Bond Interest Earned	\$7,999,675	2.83%
Unallocated Interest Earned	\$11,186	0.00%
District Contribution	\$1,270,202	0.45%
<b>Total Bond:</b>	<b>\$194,281,063</b>	<b>68.84%</b>
State	\$28,011,499	9.93%
Other	\$59,926,302	21.23%
<b>Total Bond + Other Funding:</b>	<b>\$282,218,864</b>	<b>100.00%</b>

### Cost Status

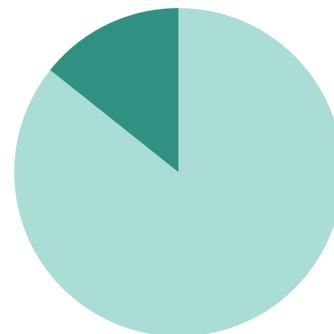
Budget Group	Total Budget	Actual Expenses to Date			Remaining Balance
		Bond	State	Other	
A&E, Oversight, DSA & Other	\$37,577,004	\$31,458,294	\$2,230,332	\$0	\$3,888,378
Construction & Contingency	\$162,901,771	\$109,143,081	\$22,968,987	\$0	\$30,789,703
Furniture & Equipment	\$21,802,601	\$13,291,493	\$2,812,180	\$0	\$5,698,929
Unallocated Interest	\$11,186				\$11,186
Historical	\$59,926,302			\$59,926,302	\$0
<b>Totals:</b>	<b>\$282,218,864</b>	<b>\$153,892,867</b>	<b>\$28,011,499</b>	<b>\$59,926,302</b>	<b>\$40,388,197</b>

Budget vs Expenses  
Bond Only



● Total Bond Expenses  
● Remaining Bond Funding

Budget vs Expenses  
Total Funding



● Total Expenses  
● Remaining Total Funding

### Definitions

Bond and Bond Authorization: Measure G

Interest Earned: Measure G Interest Earnings Allocated to Projects

Total Interest Earnings (Investment Income): Interest Earned + Unallocated Interest Earned

Unallocated Interest Earned: Interest Earnings not yet allocated to specific projects

State: State Capital Outlay and Scheduled Maintenance (only on Measure X projects)

Other: Contribution to Project from "other" source (non-State nor Bond)

Historical = All Budgets and Expenses for Measure G, State, Scheduled Maintenance and Measure I prior to Fiscal Year 2009-2010

Expenses in the "Actual Expenses to Date" columns: Expenses accrued and paid through the reporting period end date.

# Project Summary Report

San José · Evergreen CCD

## Measure G-2004

Reporting Period: Inception to March 31, 2014

### San José City College

Phase / Project Name	Project Number	Bond Budget	Bond Exp. to Date	Budget Remaining	Start Date	End Date
<b>Design</b>						
Physical Education Gymnasium	122	\$22,880,265	\$1,277,841	\$21,602,425	5/31/2013	6/6/2017
	<b>Phase Total:</b>	<b>\$22,880,265</b>	<b>\$1,277,841</b>	<b>\$21,602,425</b>		
<b>Construction</b>						
SJCC Modernization of Existing Facilities	111	\$555,653	\$459,505	\$96,149	1/1/2005	3/31/2015
	<b>Phase Total:</b>	<b>\$555,653</b>	<b>\$459,505</b>	<b>\$96,149</b>		
<b>Close Out</b>						
Multi-Disciplinary Building (Humanities/Art/ Math)	120	\$28,850,211	\$28,611,537	\$238,674	1/1/2013	12/30/2015
	<b>Phase Total:</b>	<b>\$28,850,211</b>	<b>\$28,611,537</b>	<b>\$238,674</b>		
<b>Complete</b>						
Science and Math Educational Complex (Science Center)	105	\$19,189,964	\$19,189,964	\$0		
Multi-Use Athletic/Softball Field	125	\$5,643,805	\$5,643,805	\$0		
Cosmetology/Reprographics Remodel	114	\$5,631,333	\$5,631,333	\$0		
SJCC Utilities Infrastructure	123	\$3,562,632	\$3,562,632	\$0		
SJCC Site & Parking Improvements	116	\$1,999,037	\$1,999,039	-\$2		
Career Technology (Applied Sciences)	107	\$1,538,948	\$1,538,948	\$0		
SJCC Facility Master Plan	110	\$619,597	\$619,597	\$0		
SJCC Voice Data Upgrades	124	\$476,443	\$476,443	\$0		
SJCC Campus Safety Upgrades	101	\$296,687	\$296,687	\$0		
Maintenance & Operations Renovations	121	\$219,618	\$219,618	\$0		
SJCC Furniture & Equipment	127	\$199,326	\$199,326	\$1		
Minor Facilities Modification	126	\$192,672	\$192,672	\$1		
	<b>Phase Total:</b>	<b>\$39,570,063</b>	<b>\$39,570,063</b>	<b>-\$1</b>		
<b>San José City College Totals:</b>		<b>\$91,856,191</b>	<b>\$69,918,945</b>	<b>\$21,937,246</b>		

### Definitions

**Start Date:** Scheduled start date or first expenditure, whichever comes first

**End Date:** When project is available for intended use

**Bond Expenses to Date:** Represents expenses accrued and paid through the reporting period end date.

# Project Summary Report

San José · Evergreen CCD

## Measure G-2004

Reporting Period: Inception to March 31, 2014

### Evergreen Valley College

Phase / Project Name	Project Number	Bond Budget	Bond Exp. to Date	Budget Remaining	Start Date	End Date
<b>Design</b>						
Central Green	223	\$4,300,000	\$65,613	\$4,234,388	9/1/2013	4/28/2015
East Plaza Reconfiguration	224	\$2,161,991	\$65,253	\$2,096,739	9/1/2013	4/28/2015
	<b>Phase Total:</b>	<b>\$6,461,991</b>	<b>\$130,865</b>	<b>\$6,331,126</b>		
<b>Construction</b>						
EVC Modernization of Existing Facilities	210	\$19,681,724	\$18,973,965	\$707,759	1/1/2013	12/31/2014
	<b>Phase Total:</b>	<b>\$19,681,724</b>	<b>\$18,973,965</b>	<b>\$707,759</b>		
<b>Close-out</b>						
EVC Furniture and Equipment	218	\$1,438,862	\$1,565,780	-\$126,918	1/1/2013	3/31/2014
	<b>Phase Total:</b>	<b>\$1,438,862</b>	<b>\$1,565,780</b>	<b>-\$126,918</b>		
<b>Complete</b>						
Classroom Complex for Visual and Performing Arts (Arts Complex)	202	\$20,717,707	\$20,717,707	\$0		
EVC Site and Parking Improvements	215	\$5,223,397	\$5,223,397	\$0		
EVC Central Plant & Utilities Infrastructure Upgrades	220	\$3,538,456	\$3,538,456	\$0		
Health/Physical Educational Facilities	219	\$1,928,261	\$1,928,261	\$0		
Student Services Renovation	217	\$919,275	\$919,275	\$0		
EVC Voice Data Upgrades	221	\$768,544	\$768,544	\$0		
EVC Campus Safety Upgrades	205	\$376,168	\$376,168	\$0		
EVC Facilities Master Plan	206	\$313,797	\$313,797	\$0		
	<b>Phase Total:</b>	<b>\$33,785,605</b>	<b>\$33,785,605</b>	<b>\$0</b>		
<b>Evergreen Valley College Totals:</b>		<b>\$61,368,182</b>	<b>\$54,456,215</b>	<b>\$6,911,968</b>		

### Definitions

**Start Date:** Scheduled start date or first expenditure, whichever comes first

**End Date:** When project is available for intended use

**Bond Expenses to Date:** Represents expenses accrued and paid through the reporting period end date.

# Project Summary Report

San José · Evergreen CCD

## Measure G-2004

Reporting Period: Inception to March 31, 2014

### District

Phase / Project Name	Project Number	Bond Budget	Bond Exp. to Date	Budget Remaining	Start Date	End Date
<b>Design</b>						
Joint Use 21st Century Post-Secondary Education Center	309	\$10,028,186	\$119,277	\$9,908,909	6/2/2013	10/30/2016
	<b>Phase Total:</b>	<b>\$10,028,186</b>	<b>\$119,277</b>	<b>\$9,908,909</b>		
<b>Close-out</b>						
DW Technology Upgrades	308	\$7,956,351	\$7,956,348	\$3	6/1/2007	4/30/2014
	<b>Phase Total:</b>	<b>\$7,956,351</b>	<b>\$7,956,348</b>	<b>\$3</b>		
<b>Complete</b>						
District Office Renovation	304	\$3,045,712	\$3,045,712	\$0		
General Safety Upgrades	311	\$2,153,269	\$2,153,269	\$0		
DW Sustainability Plan	310	\$1,288,469	\$1,288,469	\$0		
DW Scheduled Maintenance - Local Match	306	\$462,544	\$462,544	\$0		
DW Master Plan - District Standards	305	\$121,814	\$121,814	\$0		
	<b>Phase Total:</b>	<b>\$7,071,808</b>	<b>\$7,071,808</b>	<b>\$0</b>		
<b>N/A</b>						
Restructure Lease Revenue	312	\$10,400,000	\$10,400,000	\$0		
DW Project Admin & Other Operating Expenses	303	\$3,771,468	\$3,355,765	\$415,703	1/1/2005	6/30/2014
DW Legal Fees	302	\$628,066	\$614,508	\$13,558	1/1/2005	6/30/2014
	<b>Phase Total:</b>	<b>\$14,799,534</b>	<b>\$14,370,274</b>	<b>\$429,260</b>		
<b>District Totals:</b>		<b>\$39,855,879</b>	<b>\$29,517,707</b>	<b>\$10,338,172</b>		
Unallocated Interest Earnings		\$11,186	\$0	\$11,186		
<b>Measure G Project List Subtotal</b>		<b>\$193,091,439</b>	<b>\$153,892,866</b>	<b>\$39,198,572</b>		
Program Contingency	399	\$1,189,625	\$0	\$1,189,625		
					<b>Contingency / Measure G Project List Subtotal Balance Remaining:</b>	<b>3%</b>
<b>Measure G Project List Total</b>		<b>\$194,281,063</b>	<b>\$153,892,867</b>	<b>\$40,388,197</b>		

### Definitions

**Start Date:** Scheduled start date or first expenditure, whichever comes first

**End Date:** When project is available for intended use

**Bond Expenses to Date:** Represents expenses accrued and paid through the reporting period end date.