

Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: September 14, 2010

Place: Closed Session: 4:30-5:30 p.m. West Wing Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting: 5:30 p.m. Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA ~ Board Room

This meeting will be electronically recorded

1. **CALL TO ORDER** 4:30 p.m.
ROLL CALL
PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

This is the opportunity for the public to address the Board on any of these Closed Session items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 4:30-5:30 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION– Government Code Section 54954.5
Interim Superintendent/President

PUBLIC APPOINTMENT – Government Code Section 54954.5
Superintendent/President

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION
Government Code Section 54956.9(a)
Baumbusch v. Jacquez, SBSC Case no. CIVVS1005278

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION
Government Code Section 54956.9(a)
Baumbusch v. VVCCD, et. al., SBSC Case no. CIVVS1005762

2.1 RECESS TO CLOSED SESSION

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

REGULAR MEETING AGENDA

*Board Room Victor Valley Community College
This meeting will be electronically recorded*

3. OPEN SESSION REGULAR MEETING

5:30 p.m.

3.1 Closed Session Report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

This is the opportunity for the public to address the Board on any agenda items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

4. SUPERINTENDENT/PRESIDENT'S REPORT

- Academic Senate

5. CONSENT AGENDA

There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote.

Approval of consent items.

YES ___ NO ___

- 5.1 Approval of the minutes of the August 10, 2010 regular Board meeting and August 17, 2010 Special Board meeting.
- 5.2 Agreement – Datalink Networks (iSCSi Storage)
Ratification of the agreement between Victor Valley Community College District and Datalink Networks to purchase data storage to be used with multiple internal projects for prototyping, development, and testing. Fiscal Impact: \$4,065.00, budgeted.
- 5.3 Agreement – Datalink Networks (Bookstore Firewall)
Ratification of the agreement between Victor Valley Community College District and Datalink Networks to purchase firewall protection for the Victor Valley College Bookstore. Fiscal Impact: \$521.63, budgeted.
- 5.4 Agreement – Datalink Networks (Fortinet)
Ratification of the agreement between Victor Valley Community College District and Datalink Networks for firewall (Fortinet) protection from web based threats allowing students and faculty to use advanced web services and applications. The support period will be from September 2, 2010 through September 3, 2011. Fiscal Impact: \$12,023.11, budgeted item.
- 5.5 Agreement – Datalink Networks (Firewall for Hesperia)
Ratification of the agreement between Victor Valley Community College District and Datalink Networks to purchase a firewall for Hesperia High School to provide IT Resources to classrooms and staff at the Hesperia Campus. Fiscal Impact: \$1,448.00, locally bond funded.

- 5.6 Agreement – Vector Resources, Inc. (Cabling for LA Bld 30)
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. for installation of (15) Cat6 cables located in Building 30 to provide system control and internet access to smart classrooms in Liberal Arts. Fiscal Impact: \$4,566.36, locally bond funded.
- 5.7 Agreement – Vector Resources, Inc. (Controller & AP's)
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to install, configure, and provide (1) Cisco Wireless controller and (5) access points for Building 30 to provide wireless access to faculty, staff and students in Building 30 in support of instructional activities. Fiscal Impact: \$23,491.83, locally bond funded.
- 5.8 Agreement – Vector Resources, Inc. (PowerDsine Midspan)
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase a PowerDsine Midspan device to power Cisco pre standard devices. Fiscal Impact: \$843.64, locally bond funded.
- 5.9 Amended Agreement – Continuant, Inc.
Ratification of the amended agreement between Victor Valley Community College District and Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment, i.e., network switches, routers, bridges, servers, phones and software applications. Fiscal Impact: \$29,029.55, budgeted item.
- 5.10 Agreement – Cleartech Media (Videoconferencing)
Ratification of the agreement between Victor Valley Community College District and Cleartech Media for the installation of the instructional media cart and videoconferencing in the ITV classroom to broadcast classes to Lucerne Valley High School. Fiscal Impact: \$42,221.53, locally bond funded.
- 5.11 Agreement – Cleartech Media (Media Carts/Projectors at HHS)
Ratification of the agreement between Victor Valley Community College District and Cleartech Media for the installation of four (4) Ceiling Data Projectors for the Smart Classrooms at the Hesperia High School Campus. Fiscal Impact: \$36,246.43, locally bond funded.
- 5.12 Agreement – Impex Technologies (Consulting Services)
Ratification of the agreement between Victor Valley Community College District and Impex Technologies to purchase hardware and software support. Fiscal Impact: \$11,750.00, budgeted item.
- 5.13 Agreement – Vector Resources, Inc. (Add'l AP's for HHS)
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase three (3) additional access points needed for the Hesperia High School campus. Fiscal Impact: \$3,006.36, locally bond funded.
- 5.14 Agreement – Donald M. Hoover Co.
Ratification of the agreement between Victor Valley Community College District and Donald M. Hoover Co. to repair areas of the sheet rubber flooring located in the Adapted P.E. Center. Fiscal Impact: \$2,500.00, Fund 71 expenditure.
- 5.15 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None

- 5.16 Agreement – USA Shade & Fabric Structures, Inc.
Ratification of the agreement between Victor Valley Community College District and USA Shade & Fabric Structures, Inc. to install a shade structure for the Child Development Center. Fiscal Impact: Not to exceed \$14,998.00, budgeted item.
- 5.17 Foundation Donations
Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$29,238.89 and transferred \$9,231.52 in student scholarships for a total cash contribution of \$38,470.41. Fiscal Impact: \$38,470.41 to the District.
- 5.18 Agreement – Cubit Engineering, Inc.
Ratification of the agreement between Victor Valley Community College District and Cubit Engineering, Inc. to perform a perimeter survey and percolation testing at the lake site on the main campus. Fiscal Impact: \$2,900.00 plus reimbursable expenses for a total not to exceed \$3,500.00, Fund 71 expenditure.
- 5.19 Agreement – P2S
Ratification of the agreement between Victor Valley Community College District and P2S to survey, verify, document and record locations, size, and condition of all telecommunications, electrical and fire alarm systems on the main campus including condition of underground vaults and conduits. Fiscal Impact: \$49,150.00, locally bond funded.
- 5.20 Agreement – Solfocus, Inc.
Ratification of the agreement between Victor Valley Community College District and Solfocus, Inc. to monitor and record the 1 MegaWatt Solar Generating Facility on a monthly basis for a period of (5) years, as required by the California Solar Initiative (CSI) to receive rebate money. Fiscal Impact: \$5,897.00, locally bond funded.
- 5.21 Agreement – Cleartech Media
Ratification of the agreement between Victor Valley Community College District and Cleartech Media to provide audio visual systems design consulting services for the Eastside Public Safety Training Center. Fiscal Impact: \$5,200.00, locally bond funded.
- 5.22 Agreement – Pacific Parking Systems, Inc.
Ratification of the agreement between Victor Valley Community College District and Pacific Parking Systems, Inc. to supply and install four (4) new parking permit dispensers. The new dispensers will allow students to use their credit/debit cards to obtain a daily parking pass. Fiscal Impact: \$62,706.00, locally bond funded.
- 5.23 Independent Contractor Agreement – Stanley R. Conway
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Stanley R. Conway to provide administrative appeals for citations issued to students, staff, and faculty personnel. Fiscal Impact: \$100 every two months for administrative appeals through June 30, 2011, budgeted item.
- 5.24 Agreement – Chancellor's Office Tax Offset Program (COTOP)
Approval of the agreement between Victor Valley Community College District and the Chancellor's Office to participate in COTOP for the 2010-2011 fiscal year. Fiscal Impact: Variable amounts of revenue to the District.
- 5.25 Recalculation of Annual Gann Appropriation Limit
Approval of the annual Gann appropriation limit for the fiscal year 2010-2011. Fiscal Impact: None

- 5.26 Curriculum Changes
Approval of the curriculum changes that were approved by the committee on May 20, May 27, and June 8, 2010. Fiscal Impact: None
- 5.27 Agreement – American Medical Response (AMR)
Ratification of the agreement between Victor Valley Community College District and American Medical Response (AMR) to provide medical standby services at athletic events. The period of this agreement is from September 4, 2010 through November 6, 2010. Fiscal Impact: \$1,125.00 budgeted.
- 5.28 Renewal Agreement – Grad Images/Grad Trak
Approval of the renewal agreement between Victor Valley Community College District and Grad Images/Grad Trak for photography services in connection with commencement ceremonies. This agreement will be in effect through 2013. Fiscal Impact: None
- 5.29 Agreement – Mike Brown Grandstands, Inc.
Ratification of the agreement between Victor Valley Community College District and Mike Brown Grandstands, Inc. for the temporary rental of grandstand equipment for athletics. Fiscal Impact: \$12,638.00, budgeted.
- 5.30 Lease Agreement – Xerox Corporation
Approval of the lease agreement between Victor Valley Community College District and Xerox Corporation for a printer/color copier in the Community Education Department. Fiscal Impact: \$6,022.08, budgeted (\$167.28/mo for 36 mos.)
- 5.31 Agreement – Independent Contractor Agreement - Apple Valley Catering/EBR Events, LLC
Approval to amend the amount of the Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/EBR Events, LLC., originally approved July 13, 2010 providing catering services for the Upward Bound Math & Science year end banquet. Fiscal Impact: Not to exceed \$3,223.68, grant funded.
- 5.32 Agreement - Active Care Chiropractic
Approval of the renewal agreement between Victor Valley Community College District and Active Care Chiropractic to provide clinical facility use for Health Information Management Technology (HIMT) and other Health Sciences programs of the District. Fiscal Impact: None
- 5.33 Agreement – Vincent Ajanwachuku, M.D.
Approval of the renewal agreement between Victor Valley Community College District and Vincent Ajanwachuku, M.D., to provide clinical facility use for Medical Assistant, Registered Nursing and other Health Sciences programs of the District. Fiscal Impact: None
- 5.34 Agreement - Independent Contractor Agreement, Luis Pena
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Luis Pena to maintain and repair all of the weight room equipment as requested by the District. The period of this agreement is from August 11, 2010 through June 30, 2011. Fiscal Impact: \$7,744.00, budgeted item.
- 5.35 Agreement - Independent Contractor Agreement, John Tonyan
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and John Tonyan to provide piano tuning and servicing in the Music Department. The period of this agreement is from August 1, 2010 through June 30, 2011. Fiscal Impact: \$3,000.00, budgeted item.

- 5.36 Agreement - Independent Contractor Agreement, Genesis Film Productions
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Genesis Film Productions to develop and produce an informational video to be utilized by the Bridge program. The period of this agreement is from September 15, 2010 through September 30, 2010. Fiscal Impact: \$3,898.00, budgeted item, grant funded.
- 5.37 Agreement - Independent Contractor Agreement, Michele Herald
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Michele Herald to develop academic materials utilized by the Bridge program. The period of this agreement is from September 15, 2010 through September 30, 2010. Fiscal Impact: \$2,000.00, budgeted item, grant funded.
- 5.38 Agreement - Independent Contractor Agreement, Adele Turner-McClain
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Adele Turner-McClain to provide high school site services coordination for Bridge Program. The period of this agreement is from September 15, 2010 through September 30, 2010. Fiscal Impact: \$1,200.00, budgeted item, grant funded.
- 5.39 Agreement - Independent Contractor Agreement, Melissa Timko
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Melissa Timko to develop academic materials utilized by the Bridge Program. The period of this agreement is from September 15, 2010 through September 30, 2010. Fiscal Impact: \$9,000.00, budgeted item, grant funded.
- 5.40 Agreements – Contract Education Services
Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$1,200.00 income to the District.

Vendor:	Income to the District
Valley Market	\$ 300.00
El Pollo Loco	\$ 300.00
Red Robin Restaurant	\$ 300.00
Quigley's Restaurant	\$ 300.00
Total:	\$ 1,200.00

- 5.41 Agreement – Time Warner Cable
Ratification of the agreement between Victor Valley Community College District and Time Warner Cable to provide commercial advertisement of the Community Education/Contract Ed classes to the following networks, BET, Lifetime, MTV and Cartoon Network. The contract is from August 16, 2010 through June 30, 2011. Fiscal Impact: \$5,610.00, budgeted.

ACTION AGENDA

- 6. BOARD OF TRUSTEES**
- 6.1 Separate approval of items pulled from consent agenda YES ___ NO ___
- 7. SUPERINTENDENT/PRESIDENT**
- 7.1 Agreement – Vector Resources, Inc. (Switch/Labor) YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase equipment and (60) hours of labor for the replacement of network switching equipment used throughout the campus in support of all instructional and business operations. Fiscal Impact: \$139,567.08, locally bond funded.
- 7.2 Agreement – Impex Technologies, Inc. YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Impex Technologies, Inc. to purchase EMC Storage with 5 years premium support maintenance. The data storage solution will allow for increased data storage capacity. Fiscal Impact: \$300,000.00, locally bond funded.
- 8. INSTRUCTION**
- 8.1 Award Notification – Workforce Investment Act (WIA) YES ___ NO ___
Acceptance of the Governor's 15% Workforce Investment Act Funds for Nursing Programs, Medic, PM, or IDC to RNs Programs to transition Paramedics to becoming an RN. Fiscal Impact: \$125,000.00 income to the District.
- 8.2 Child Development Center Contract CSPP-0446 – Resolution #10-11 YES ___ NO ___
Approval of Child Development Center Contract CSPP-0446 for 2010-2011 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for fiscal year 2010-2011. Fiscal Impact: \$252,191.00 income to the District.
- 10. ADMINISTRATIVE SERVICES**
- 10.1 Award Contract – Main Gymnasium HVAC #71 Maintenance Upgrade YES ___ NO ___
Approval to award the contract to Air-Ex Air Conditioning, Inc. to replace the current swamp cooler system with an air conditioning systems. Fiscal Impact: \$569,998.00, locally bond funded.
- 10.2 Adoption of Resolution #10-12 – State Budget YES ___ NO ___
Adoption of the resolution that calls upon the Governor and state legislators to expeditiously adopt a state budget and to use the Conference Committee on the State Budget's spending plan as a framework for preserving state programs that have a significant effect on the operations of community colleges while minimizing the increased tax burden on Californians. Fiscal Impact: None
- 10.3 Memorandum of Ground Lease – Eastside Public Safety Center YES ___ NO ___
Approval to authorize the District to record the Memorandum of Ground Lease between Apple Valley Fire Protection District and Victor Valley Community College District. Fiscal Impact: None

- 10.4 Memorandum of Lease Agreement – New Cingular Wireless PCS, LLC YES ___ NO ___
Approval of the lease agreement between Victor Valley Community College District and New Cingular Wireless PCS, LLC for the purpose of constructing, operating, and maintaining a Monopine Cell Tower communication facility. Fiscal Impact: One time \$10,000.00 signing bonus and \$24,000.00 annually, increasing by 4% for a projected revenue to the District of \$1,009,487.53 over the next 25 years.

12. REPORTS (3 minute limit per report)

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

12.1 Foundation

12.2 Employee Groups

- a) CTA
- b) CSEA
- c) AFT Part-Time Faculty United

13. TRUSTEE COMMENTS

- ASB

14. ITEMS FOR FUTURE BOARD MEETINGS

Board members may request items to be placed on future Board meetings for a report or information.

15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS
At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

16. ADJOURNMENT

YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Fusako Yokotobi, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2455, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.



Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES Minutes

Date: August 10, 2010

Place: Closed Session: 4:30-6 p.m. West Wing Conference Room, Victor Valley
Community College 18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting: 6 p.m. Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA ~ Board Room

Board Room Victor Valley Community College

CALL TO ORDER

4:30 p.m.

The Board of trustees of Victor Valley Community College District met in Open Session on August 10, 2010 in the Board Room of the Administration Building. Ms. Valles, Board President called the meeting to order at 4:30 p.m.

TRUSTEE ROLL CALL: Angela Valles, Board President; Chris Mollenkamp, Vice President; Dennis Henderson, Clerk; Joe Range, Trustee; Don Nelson, Trustee

Absent: Judy Schmoll, Student Trustee

Judy Schmoll, Student Trustee arrived at 5:53 p.m.

PLEDGE OF ALLEGIANCE

Joe Range led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

Deleted: Item 8.1 "Award Notification-Upward Bound Math & Science Grant".

Corrected: Item 11.2 "Foundation Employment Agreements".

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION: None

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION

4:30-6 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION– Government Code Section 54954.5 Interim Superintendent/President

PUBLIC APPOINTMENT – Government Code Section 54954.5
Superintendent/President

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Government Code
Section 54956.9(a)

F. Freeman vs. VVCCD, San Bernardino Superior Court, Case No. VCVVS042951

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles,
ASB Member

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS: None

At 4:37 p.m. Board President Valles recessed to closed session

REGULAR MEETING AGENDA

Board Room Victor Valley Community College

This meeting will be electronically recorded

3. OPEN SESSION REGULAR MEETING

3.1 Closed Session Report:

At 6 p.m., Board President Valles reconvened to open session and announced that there were no actions taken in Closed Session.

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. O'Hearn was pleased to announce that the groundbreaking ceremony for the East Side Public Safety Center would be held on Thursday, August 12 at 10 a.m.

The city of Victorville has reported that the traffic signal at Fish Hatchery Rd. will be operational on Monday, August 23 in time for the beginning of the fall semester, which is Monday August 30.

Significant progress is being made on the self-study in preparation for our March 2011 accreditation site visit.

- **Academic Senate - Absent**

5. CONSENT AGENDA

It was MSC (Nelson/Henderson, 5-0) to approve the consent agenda items in one motion.

5.1 Approval of the minutes of the July 13 regular Board meeting.

5.2 Agreement – T3 Motion, Inc.

Approval of a two-year extended warranty for two T3 Motion motorized vehicles located in the Police Department. Fiscal Impact: Budgeted, \$4,220.00.

5.3 Agreement – Renewal – PeopleAdmin, Inc.

Approval of the renewal agreement between Victor Valley Community College District and PeopleAdmin, Inc. to provide an applicant tracking and position and performance management module. Fiscal Impact: Budgeted, \$34,600.00

5.4 Agreement/Renewal – Identix, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and Identix, Inc. to provide maintenance services for the Live Scan fingerprinting machines. The Human Resources Department uses the Live Scan fingerprinting to process background checks for applications and the Police Department use the Life Scan fingerprinting machine to process background checks for the public for a fee. Fiscal Impact: Human Resources: Budgeted, \$2,475.00; Police Department: No fiscal impact (fees charged compensate for expense)

- 5.5 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.6 Foundation Donations
Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$18,156.94 and transferred \$12,402.41 in student scholarships for a total cash contribution of \$30,559.35. Fiscal Impact: \$30,559.35 to the District.
- 5.7 Notice of Completion - SolFocus
Approval of the Notice of Completion for SolFocus for the construction of a 1-Megawatt Solar Generating Facility. Fiscal Impact: None
- 5.8 Emergency Repairs – Cooley Construction, Inc.
Ratification of the agreement between Victor Valley Community College and Cooley Construction, Inc. for emergency repairs during the parking lot repair project. The District will seek reimbursement from the county for the expense. Fiscal Impact: \$3,259.00, Fund 71 expenditure
- 5.9 Notice of Completion – Cooley Construction, Inc.
Approval of the Notice of Completion for the parking lot repair project. Fiscal Impact: None.
- 5.10 Agreement – JSC General Contractors, Inc.
Ratification of the agreement between Victor Valley Community College and JSC General Contractors, Inc. for the demolition of the existing unsafe wooden landing and railing located at the Administration Annex Building 10A. Fiscal Impact: \$7,996.00, Fund 71 expenditure.
- 5.11 Agreement – JSC General Contractors, Inc.
Ratification of the agreement between Victor Valley Community College and JSC General Contractors, Inc. for the replacement and removal of Agriculture mobile home building 60C. The mobile home building is beyond its useful life and has become unsafe for use. Fiscal Impact: \$9,870.00, Fund 71 expenditure.
- 5.12 Award Notification – The Child Development Careers WORKs! (CDC – Works!) Program
Acceptance of the Child Development Career WORKs! Program, Grant Agreement 1012-44 by and between the Victor Valley College District and the Foundation for California Community Colleges on behalf of CDC-WORKs! Program for the 2010-2011 fiscal year. Fiscal Impact: \$33,400.00 income the District for the 2010-2011 fiscal year.
- 5.13 Agreements – Contract Education Services
Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$600.00 income to the District.

Vendor:	Income to the District
Camp Whittle	\$ 300.00
Plantas Mexican Food	\$ 300.00
TOTAL:	\$ 600.00

- 5.14 Agreement – San Antonio Community Hospital
Approval of the renewal agreement between Victor Valley Community College District and San Antonio Community Hospital to provide clinical learning facilities for the health sciences programs. The agreement begins July 1, 2010 and will expire June 30, 2011. Fiscal Impact: None
- 5.15 Independent Contractor Agreement – B. Gale George
Approval of an Independent Contractor Agreement between Victor Valley Community College District and B. Gale George to develop academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$5,000.00, grant funded.
- 5.16 Independent Contractor Agreement – Karen Myers
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Karen Myers to develop academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$5,000.00, grant funded.
- 5.17 Independent Contractor Agreement – Kathryn Piercy
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Kathryn Piercy to develop on-line academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$3,500.00, grant funded.
- 5.18 Independent Contractor Agreement – Erica I. Miranda
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Erica I. Miranda to provide Spanish translation services for academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$5,900.00, grant funded.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

8. INSTRUCTION

- 8.1 **DELETED** Award Notification – Upward Bound Math & Science Grant
Acceptance of the grant award renewal for the 2010-2011 academic year. This 4-year TRIO Program grant is funded by the U.S. Department of Education and is issued to renew the funding for the 2010-2011 academic year, the 4th year of the grant. Fiscal Impact: \$250,000.00 grant funds to the District.

10. ADMINISTRATIVE SERVICES

- 10.1 2012-16 Five-Year Facilities Construction Plan
It was MSC (Range/Henderson, 5-0) to approve the submittal of the Five-Year Facilities Construction Plan to the Chancellor's Office. Fiscal Impact: None

10.2 Change Order #2 – CHJ, Inc. – Eastside Public Safety

It was MSC (Nelson/Henderson, 5-0) to approve the Change Order #2 with CHJ, Inc. required by The Division of the State Architect (DSA), for additional geotechnical investigation; approved by the former Superintendent/President. Fiscal Impact: \$1,437.50, Bond Funded.

11. HUMAN RESOURCES

11.1 Search Committee for Superintendent/President

It was MSC (Mollenkamp/Nelson, 5-0) to approve the formation of a search committee for the Superintendent/President. Fiscal Impact: None

11.2 **CORRECTED** Foundation Employment Agreements

It was MSC (Range/Nelson, 5-0) to approve the agreements with the Foundation for the employment of the Foundation's Executive, Executive/Financial Assistant, and Donor Relations Assistant. Fiscal Impact: None to the District; funds are reimbursed by the Foundation.

13. REPORTS (3 minute limit per report)

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

13.1 Foundation – Ginger Ontiveros

13.2 Employee Groups

- a) CTA – Michael Butros
- b) CSEA – Arlene Greene
- c) AFT Part-Time Faculty United – Absent

14. TRUSTEE COMMENTS

- ASB – Judy distributed to the board members and discussed the adopted Associated Student Body Goals for 2010 – 2011. In addition, Judy thanked the board for allowing her to attend the CCLC Student Trustee Workshop August 13-14 in Newport Beach.

Trustee Nelson requested an update regarding the price of the One-Stop, the solar panels in Phelan, the Cell Tower, and landscaping.

Vice President Mollenkamp encouraged the public and employees to participate in the Presidential Search by providing comments regarding the characteristics that they would like to see in the next Superintendent/President.

Trustee Henderson felt that if anyone should have any concerns to notify the board so that they can help address the issue. In response, Trustee Range encouraged the public to go through the processes in place at the college to address any concerns rather than addressing the board first.

President Valles is concerned about the board now hearing about closures of programs through AFT and is requesting that the board be briefed prior to the board meeting.

15. ITEMS FOR FUTURE BOARD MEETINGS: None

Board members may request items to be placed on future Board meetings for a report or information.

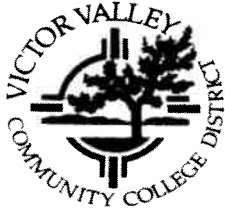
16. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: None

17. ADJOURNMENT

It was MSC (Range/Nelson, 5-0) to adjourn the meeting at 6:38 p.m.

Dennis Henderson, Clerk

Date Approved



Victor Valley Community College District SPECIAL MEETING OF THE BOARD OF TRUSTEES Minutes

Date: August 17, 2010

Place: Presidential Conference Room, Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395
Board Members will be available telephonically

AGENDA ~ Board Room

This meeting will be electronically recorded

1. CALL TO ORDER

1 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on August 17, 2010 in the President's Conference room. Ms Valles, Board President called the meeting to order at 1:10 p.m.

TRUSTEE ROLL CALL: Angela Valles, Board President; Chris Mollenkamp Vice President; and Judy Schmoll, Student Trustee

Absent: Joe Range, Trustee and Dennis Henderson, Clerk

MANAGEMENT PRESENT: Dr. Christopher O'Hearn, Mary Pringle, Steve Garcia, Deedee Orta, Dr. Mark Zocovic, Robert Sewell, Fusako Yokotobi, Bill Greulich, Chris Hylton, Annette McComas and Victoria Churgin.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: None

2. OPEN SESSION REGULAR MEETING

3. ACTION AGENDA

3.1 Resolution #10-10 Declaration of Emergency Condition

It was MSC (Nelson/Mollenkamp, 3-0, Range absent, Henderson absent) to approve the resolution to relieve the district from bidding requirements per Public Contract Code Section 20113. Fiscal Impact: None

4. ADJOURNMENT

It was MSC (Nelson/Mollenkamp, 3-0, Range absent, Henderson absent) to adjourn the meeting at 1:15 p.m.

Chris Mollenkamp, Vice President


Date Approved


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – DATALINK NETWORKS (iSCSi Storage)

SUBMITTED BY: Frank Smith – Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Datalink Networks to purchase data storage to be used with multiple internal projects for prototyping, development, and testing.

A copy of the original agreement is available for review in the Superintendent/President

Need:

This offline/non-production storage is to be used for testing programs and applications.

Fiscal Impact: \$ 4,065.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Network in the amount of \$4,065.00.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – DATALINK NETWORKS (Bookstore Firewall)

SUBMITTED BY: Frank Smith – Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Datalink Networks to purchase firewall protection for the Victor Valley College Bookstore.

A copy of the original agreement is available for review in the Superintendent/President office.

Need:

To allow authorized personal and software access to bookstore information and to protect against unauthorized personal, software, spam or malicious attacks.

Fiscal Impact: \$ 521.63 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Network in the amount of \$521.63.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: RENEWAL AGREEMENT – DATALINK NETWORKS (FORTINET)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew an agreement with Datalink Networks for firewall (Fortinet) protection from web based threats, allowing students and faculty to use advanced web services and applications.

Need:

This agreement is necessary to provide firewall protection from web based threats and attacks 24 hours a day. Also provides network security and information integrity for the campus network, students, faculty, and staff, while providing enhanced services.

Fiscal Impact: \$12,023.11 – Budgeted Item, support period: September 2, 2010–September 3, 2011.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Networks in the amount of \$12,023.11.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X

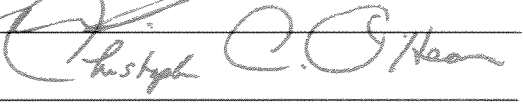
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – DATALINK NETWORKS (Firewall for Hesperia)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Datalink Networks to purchase a firewall for Hesperia High School. The Hesperia Firewall is necessary to provide IT Resources to classrooms and staff at the Hesperia Campus.

Need:

This product will enable a secure connection (VPN) to be established from Hesperia High School to our current firewall. This will allow us to run almost all software accessible on the VVC network in Hesperia.

Fiscal Impact: \$1,448.00 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Networks in the amount of \$1,448.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT - VECTOR RESOURCES, INC. (Cabling for LA Bld. 30)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. for installation of (15) Cat6 cables, (5) for wireless access points and (10) for the podium locations located in Building 30. Installation includes all materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the completion of the job.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Needed to provide system control and internet access to smart class rooms in Liberal Arts (Bld. #30)

Fiscal Impact: \$ 4,566.36 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources in the total amount of \$4,566.36.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - VECTOR RESOURCES, INC. (Controller & AP's)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. to install, configure and provide (1) Cisco Wireless controller and (5) access points for Building 30 rooms 9, 10, 15, 20. The access points will mount in approximately the middle of the rooms and be attached to the dropped ceiling grids. Vector Resources will also configure and install (1) 3750x48 port POE switch.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Provide additional wireless access to faculty, staff and student in building 30 (Liberal Arts) in support of instructional activities.

Fiscal Impact: \$ 23,491.83 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources in the total amount of \$23,491.83.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

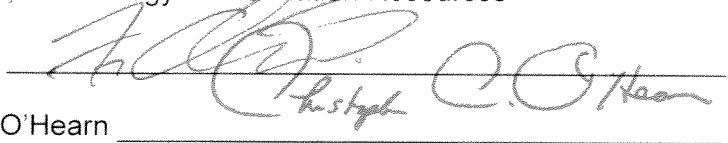
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT - VECTOR RESOURCES, INC. (PowerDsine Midspan)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. to purchase a PowerDsine Midspan device to power Cisco pre standard devices. No labor has been included in agreement. All installation will be completed by Victor Valley College.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

This device is needed to provide wireless access for faculty, staff and students in a classroom environment at the Hesperia campus.

Fiscal Impact: \$ 843.64 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources in the total amount of \$843.64.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

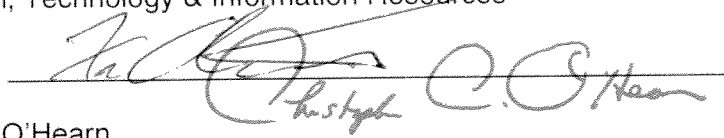
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: RENEWAL AGREEMENT – CONTINUANT, INC. (AMENDMENT)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn

Description/Background:

The district wishes to renew its agreement with Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment i.e., network switches, routers, bridges, servers, phones and software applications.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

This agreement is necessary to provide maintenance support on all campus Cisco Smartnet supported devices.

Fiscal Impact: \$29,029.55 – Budgeted Item; amendment to July 13, 2010 board item, totaling 11 months of maintenance support.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Continuant, Inc. in the amount of \$29,029.55.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

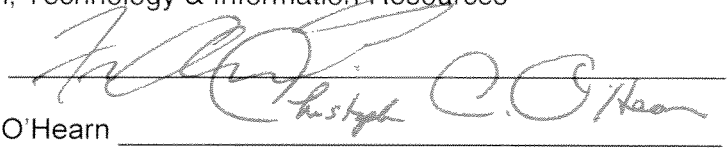
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT - CLEARTECH MEDIA (Videoconferencing)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with ClearTech Media for the installation of the instructional media cart and videoconferencing system in the ITV classroom to broadcast classes to Lucerne Valley High School.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Needed to continue offering the ITV classes to Lucerne Valley High School and possible public videoconferencing use.

Fiscal Impact: \$ 42,221.53 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with ClearTech Media in the amount of \$42,221.53.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

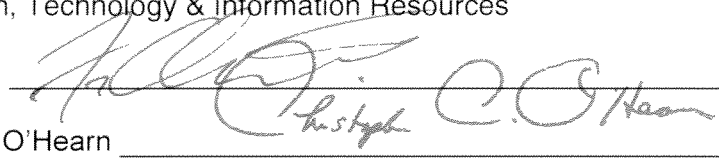
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – CLEARTECH MEDIA (Media Carts/Projectors at HHS)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with ClearTech Media for the installation of four (4) Instructional Media Smart Carts and four (4) Ceiling Data Projectors for the Smart Classrooms at the Hesperia High School campus.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Equipment is needed in the four classrooms for instructional use by faculty, staff, and students.

Fiscal Impact: \$ 36,246.43 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with ClearTech Media in the amount of \$36,246.43.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

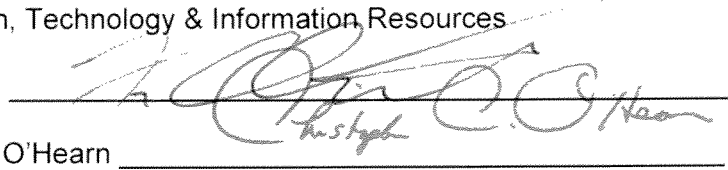
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X **BOARD ACTION** ___ **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – IMPEX TECHNOLOGIES (Consulting Services)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with IMPEX, Technologies to purchase hardware and software support.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Consulting Services for VMWare, EMC and Cisco hardware and software support as needed.

Fiscal Impact: \$ 11,750.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources in the total amount of \$11,750.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

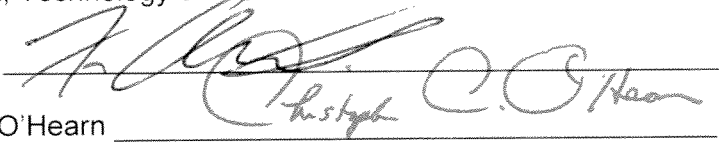
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – VECTOR RESOURCES, INC. (Add'l AP's for HHS)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. to purchase three (3) additional access points, needed for the Hesperia High School campus. Vector Resources will provide and install equipment.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

Will provide additional wireless access to faculty, staff and student on the Hesperia campus, in support of instructional activities

Fiscal Impact: \$ 3,006.36 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources in the total amount of \$3,006.36.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – DONALD M. HOOVER COMPANY

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Donald M. Hoover Company to repair areas of the sheet rubber flooring located in the Adapted P.E. Center. Portions of the rubberized flooring material had to be removed to evaluate moisture accumulating between the concrete slab and the flooring materials.

A copy of the agreement is available for review in the Superintendent/President's office.

Need:

The floor must be repaired to return it to a safe and functional condition.

Fiscal Impact: \$2,500.00 – Fund 71 expenditure.

Recommended Action:

This item has been approved by the Interim Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Donald M. Hoover Company in the amount of \$2,500.00 to repair the sheet rubber flooring at the Adapted P.E. Center.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

Each month the District expends funds to conduct its operations and makes this information available to the Board of Trustees. This report reflects grouped expenditures (batches) for each fund. The details for these expenditures are available for review by the Board members in the Fiscal Services Department.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the Board of Trustees Payments Report.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT. 14, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 001	\$ 3,413.60					
BATCH 002	\$ 812.00					
BATCH 003	\$ 9,896.59					
BATCH 004	\$ 773.00					
BATCH 005	\$ 1,676.92					
BATCH 006	\$ 31,692.34					
BATCH 006A	\$ 20,475.66					
BATCH 007	\$ 20,601.71					
BATCH 007A	\$ 13,715.18					
BATCH 008 VOIDED						
BATCH 008A	\$ 89,650.00					
BATCH 009	\$ 25,892.94					
BATCH 009A	\$ 54,014.66					
BATCH 010				\$ 423.30		
BATCH 011	\$ 20,386.23					
BATCH 011A	\$ 9,128.13					
BATCH 012 VOIDED						
BATCH 012A	\$ 80,697.41					
BATCH 013 VOIDED						
BATCH 013A	\$ 50,000.00					
BATCH 014	\$ 30,574.17					
BATCH 015	\$ 37,646.13					
BATCH 015A	\$ 17,079.85					
BATCH 016	\$ 876.62					
BATCH 017	\$ 209.07					
BATCH 018	\$ 521.57					
BATCH 019 VOID						
BATCH 019	\$ 6,938.90					
BATCH 020	\$ 8,528.71	\$189.35				
BATCH 021						
BATCH 022	\$ 8,133.57					
BATCH 022A	\$ 9,917.50					
BATCH 023	\$ 1,408.42					
BATCH 023A	\$ 31,875.59					
BATCH 024	\$ 1,593.75					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT. 14, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 025	\$ 269.12					
BATCH 025A	\$ 10,437.00				\$ 61,112.73	
BATCH 026	\$ 49,621.73				\$ 330,643.80	
BATCH 026A	\$ 1,711.75					
BATCH 027			\$ 17,594.29			
BATCH 028						
BATCH 028A						
BATCH 029 VOIDED						
BATCH 029A	\$ 7,898.02					
BATCH 030 VOIDED						
BATCH 030A						
BATCH 031		\$3,388.00			\$ 146,563.30	
BATCH 032 CONTAINS NO BATCH						
BATCH 033	\$ 5,561.62					
BATCH 033A	\$ 22,800.00					
BATCH 034 CONTAINS NO BATCH						
BATCH 034A	\$ 112,744.77					
BATCH 035	\$ 4,090.26				\$ 11,961.40	
BATCH 036	\$ 47,070.97					
BATCH 037	\$ 23,400.77					
BATCH 038	\$ 4,140.00					
BATCH 038A	\$ 1,064.00					
BATCH 039	\$ 31,051.08					
BATCH 040 VOIDED						
BATCH 040A	\$ 1,920.00		\$ 26,620.00			
BATCH 041	\$ 1,819.00					
BATCH 042	\$ 75.00					
BATCH 043						
BATCH 044		\$44.00				
BATCH 045						
BATCH 046 CONTAINS NO BATCH						
BATCH 047	\$ 66.19				\$ 6,741.13	
BATCH 048	\$ 1,144.88					
BATCH 049	\$ 2,657.74					
BATCH 050 CONTAINS NO BATCH						
BATCH 051	\$ 845.56					
BATCH 052						
BATCH 053 CONTAINS NO BATCH						

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT. 14, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 053A	\$ 29,000.00					
BATCH 054	\$ 597.50					
BATCH 055	\$ 250.00					
BATCH 056	\$ 140.00					
BATCH 057	\$ 350.00					
BATCH 058	\$ 4,087.48					
BATCH 059			\$ 2,025.00			
BATCH 060					\$ 3,225.20	
BATCH 061 VOIDED						
BATCH 061A					\$ 174,856.32	
BATCH 062	\$ 9,685.16					
BATCH 063	\$ 3,648.89					
BATCH 064	\$ 249.14					
BATCH 065	\$ 921.11					
BATCH 066	\$ 4,823.42					
BATCH 067	\$ 799.93					
BATCH 068 VOIDED						
BATCH 068A	\$ 991.55					
BATCH 069	\$ 2,811.93					
BATCH 070	\$ 1,047.00					
BATCH 071	\$ 237.00					
BATCH 072	\$ 3,302.17					
BATCH 073	\$ 2,680.21					
BATCH 074	\$ 6,115.81					
BATCH 074A	\$ 5,274.00					
BATCH 075	\$ 46,592.67					
BATCH 076	\$ 8,848.66					
BATCH 076A	\$ 493,771.49					
BATCH 077						
BATCH 078					\$ 23.89	
BATCH 079	\$ 47.40				1,245.97	
BATCH 080	\$ 226.92					
BATCH 081	\$ 15,344.85					
BATCH 082	\$ 13,609.00					
BATCH 083	\$ 24,235.05					
BATCH 084						
BATCH 085	\$ 1,014.34			\$ 24.07		

**BOARD REPORTS
BOARD OF TRUSTEES MEETING, SEPT. 14, 2010**


	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 086	\$ 86.41					
BATCH 087	\$ 3,391.30					
BATCH 088	\$ 750.00					
BATCH 089	\$ 2,386.16					
BATCH 090	\$ 1,238.32					
BATCH 091	\$ 4,116.90					
BATCH 092	\$ 2,402.82					
BATCH 093	\$ 2,152.44					
BATCH 093A	\$ 12,294.81					
BATCH 094	\$ 55,661.40					
BATCH 094A	\$ 25,750.99					
BATCH 095	\$ 35,717.37					
BATCH 096	\$ 16,213.70					
BATCH 096A	\$ 5,053.24					
BATCH 097	\$ 5,563.01					
BATCH 098	\$ 1,000.00					
BATCH 099	\$ 40,192.94					
BATCH 100	\$ 5,736.85					
BATCH 100A	\$ 59,802.56					
BATCH 101	\$ 6,557.50					
BATCH 101A						
				\$ 198.13		


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – USA SHADE & FABRIC STRUCTURES, INC.

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with USA Shade & Fabric Structures, Inc. to install a shade structure for the Child Development Center. The work will be completed during the summer, so that the structure is in place when children return during the fall semester. The structure is intended to provide shade while children are outside playing.

A copy of the original agreement is available in the Superintendent/President's office.

Need:

Community Care Licensing, Title 22, Division 12, Chapter 1, #101238.2(b) requires outdoor activity spaces shall be situated to provide a shaded rest area for the children.

Fiscal Impact:

Budgeted item – Not to exceed \$14,998.00

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with USA Shade & Fabric Structures, Inc. in the amount not to exceed \$14,998.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn _____

Description/Background:

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$29,238.89 and transferred \$9,231.52 in student scholarships for a total cash contribution of \$38,470.41. Total contributions from the Foundation for July 2010 are \$38,470.41 to the District.

Need: N/A

Fiscal Impact: \$38,470.41 to the District

Recommended Action:

It is recommended the Board of Trustees accept the donations as college property.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
July 2010

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	07/13/10	\$ 228.68	Hospitality	Reimbursement for Zzyzx Conference
Agriculture (Mojave Sustainability Project)	07/13/10	\$ 1,600.00	Travel	Transportation Services for Costa Rica Trip
Agriculture (Mojave Sustainability Project)	07/13/10	\$ 2,400.00	Education & Training	Transfer to Study Abroad for Costa Rica Trip
Agriculture (Mojave Sustainability Project)	07/13/10	\$ 4,000.00	Scholarships	Transfer to Study Abroad for Costa Rica Trip
Agriculture Total:		\$ 8,228.68		
Football Team	07/28/10	\$ 600.00	Equipment / Supplies	Credit Card Charges
Soccer	07/27/10	\$ 62.22	Meals	Reimbursement for Soccer Meeting
Softball Fund	07/27/10	\$ 394.76	Awards & Recognition	Softball Trophies
Softball Fund	07/27/10	\$ 734.13	Equipment / Supplies	T-Shirts for Softball
Women's Tennis	07/27/10	\$ 165.62	Equipment / Supplies	Reimbursement for Tennis Equipment
Athletics Total:		\$ 1,956.73		
Ruby, Peggy (Campus Grant)	07/07/10	\$ 500.00	Grants Awarded	Peggy Ruby Campus Grant
Campus Grants Total:		\$ 500.00		
Fire Technology Program	07/13/10	\$ 796.47	Equipment / Supplies	Brake Pads for Fire Engines
Fire Technology Total:		\$ 796.47		
Grants - General	07/28/10	\$ 36.45	Meals	Credit Card Charges
Grants - General	07/07/10	\$ 1,750.00	Grants Awarded	Grant Admin. 07/01/10-07/15/10
Grants - General	07/28/10	\$ 35.94	Office Expense	Credit Card Charges
Parachute Project	07/07/10	\$ 540.00	Grants Awarded	Parking Permits for Parachute Project Students
Parachute Project	07/28/10	\$ 532.21	Equipment / Supplies	Credit Card Charges
Parachute Project	07/27/10	\$ 277.38	Meals	Student Vouchers for Parachute Program
Parachute Project	07/27/10	\$ 262.03	Meals	Student Vouchers for Parachute Program
Parachute Project	07/27/10	\$ 305.27	Meals	Student Vouchers for Parachute Program
Grants Total:		\$ 3,739.28		
Management - General Donation Fund	07/28/10	\$ 10,135.00	Equipment / Supplies	Transfer Balance in Management General Donation
Management Total:		\$ 10,135.00		
Fall - Even Nursing Class	07/13/10	\$ 500.00	Professional Services	Staneline Turnaround Fundraiser
Spring - Even Nursing Class	07/27/10	\$ 3,068.19	Equipment / Supplies	Nursing Yearbooks
Spring - Even Nursing Class	07/27/10	\$ 80.00	Awards & Recognition	Nursing Graduation Videos

**VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
July 2010**

Project Description	Post date	Trans. Amount	Account Description	Reference
Spring - Even Nursing Class	07/28/10	\$ 199.00	Professional Services	Nursing Graduation Photos
Nursing Total:		\$ 3,847.19		
Paramedic Academy	07/28/10	\$ 35.54	Equipment / Supplies	Credit Card Charges
Paramedic Academy Total:		\$ 35.54		
General Scholarship Clearing Fund	07/28/10	\$ 5,771.10	Scholarships	Scholarships Received thru 7/28/10
General Scholarship Clearing Fund	07/13/10	\$ 3,402.00	Scholarships	Scholarships Received thru 7/13/10
General Scholarship Clearing Fund	07/28/10	\$ 58.42	Office Expense	Office Supplies
Scholarships Total:		\$ 9,231.52		
GRAND TOTAL:		\$ 38,470.41		

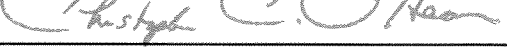
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – CUBIT ENGINEERING, INC.

SUBMITTED BY: Chris Hylton, Maintenance and Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Cubit Engineering, Inc. to perform a perimeter survey and percolation testing at the lake site on the main campus.

A copy of the original agreement is available in the Superintendent/President's office.

Need:

During the 2009 – 2010 water year, the District was required to purchase \$89,000.00 of free production well water. The District needs to determine the amount of loss through the bottom of the lake to better determine a future course of action to reduce the amount of water loss.

Fiscal Impact:

\$2,900.00 plus reimbursable expenses for a total not to exceed \$3,500.00. – Fund 71 Expenditure

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Cubit Engineering, Inc. in the amount of \$2,900.00 plus reimbursable expenses for a total not to exceed \$3,500.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** ___ **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – P2S

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with P2S to survey, verify, document and record locations, size, and condition of all telecommunications, electrical and fire alarm systems on the main campus including condition of underground vaults and conduits.

A copy of the original agreement is available in the Superintendent/President's office.

Need:

This critical documentation is needed for evaluation and planning purposes to support new construction and improvements to existing campus infrastructure. Accurate documentation of this nature eliminates guess work in the design process of a project which eliminates change orders giving the District an accurate overall cost to complete future projects.

Fiscal Impact:

\$49,150.00 – Local Bond Funded

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with P2S in the amount of \$49,150.00.

Legal Review: YES NOT APPLICABLE ___

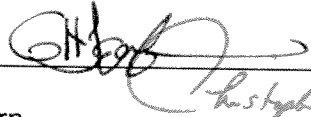
Reference for Agenda: YES ___ NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – SOLFOCUS, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Solfocus, Inc. to monitor and record the 1 MegaWatt Solar Generating Facility on a monthly basis for a period of (5) years, as required by the California Solar Initiative (CSI) to receive rebate money.

A copy of the agreement is available for review in the Superintendent/President's office.

Need:

Section 2.8 of the California Solar Initiative Handbook states that this program requires accurate energy production meters for all projects that receive CSI program incentives.

Fiscal Impact: \$5,897.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Solfocus, Inc. in the amount of \$5,897.00 as submitted.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – CLEARTECH MEDIA

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with ClearTech Media to provide audio visual systems design consulting services for the Eastside Public Safety Training Center.

A copy of the original agreement is available in the Superintendent/President's office.

Need:

These design services are needed to ensure that all audio visual, smart class room, classroom technology, and equipment chosen and purchased for the Eastside Public Safety Training Center meet the needs and expectations of the District, faculty, staff and students. Additionally, these services ensure that infrastructure is in place to support this technology.

Fiscal Impact:

\$5,200.00 – Local Bond Funded.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with ClearTech Media in the amount of \$5,200.00 to provide audio visual systems design consulting services for the Eastside Public Safety Training Center.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

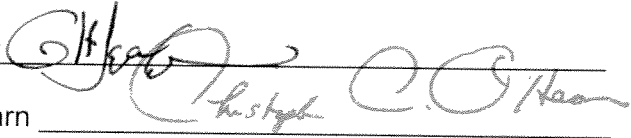
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – PACIFIC PARKING SYSTEMS, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with Pacific Parking Systems, Inc. to supply and install four (4) new parking permit dispensers. The current dispensers only allow for students to use quarters in order to get a daily parking pass. The new dispensers will allow students to use their credit/debit cards, making it much more trouble-free for the students to obtain a daily parking pass.

A copy of the agreement is available for review in the Superintendent/President's office.

Need:

The new parking permit dispensers provide students and visitors of the college with a convenient, reliable means to purchase daily parking passes. This new system will also reduce maintenance and down time and increase revenues from parking.

Fiscal Impact: \$62,706.00 – Local Bond Funded.

Recommended Action:

This item has been approved by the Interim Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Pacific Parking Systems, Inc. in the amount of \$62,706.00 to supply and install parking permit dispensers as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

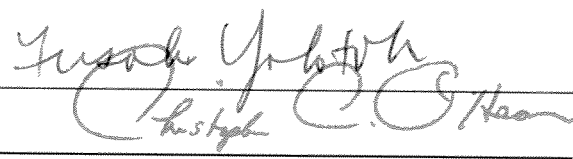
BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT—Stanley R. Conway

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

It is necessary for the district to use an independent contractor to provide administrative appeals for citations issued to students, staff, and faculty personnel. This is a renewal of services with a new contractor.

A copy of the original agreement is available for review in the office of the superintendent/president.

Need:

Administrative appeals are needed per the California Vehicle Code.

Fiscal Impact:

Expenditure: Budgeted, \$100 every two months for administrative appeals through June 30, 2011.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Stanley R. Conway for administrative appeals for citations issued to students, staff, and faculty personnel in accordance with California Vehicle Code, through June 30, 2011.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

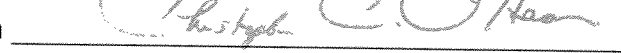
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – CHANCELLOR’S OFFICE TAX OFFSET PROGRAM

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O’Hearn 

Description/Background:

The District wishes to participate in the Chancellor’s Office Tax Offset Program (COTOP), per the attached agreement. This agreement will be effective for the 2010-2011 fiscal year.

Under the COTOP program, the Chancellor’s Office requests the Franchise Tax Board to offset (deduct) the amount owed to a District from a student/debtor’s personal state income tax refund, lottery winnings, or other state refund. The Franchise Tax Board remits any amounts offset to the Chancellor’s Office. Authorization is then given to the State Controller to disburse the offset amount, minus a 25 percent administrative fee, to the participating local districts. As a result of this program, the District is able to collect on debts that might otherwise be lost.

A copy of the agreement is available for review in the Superintendent/President’s office.

Need:

There is no cost for the District to participate in this program, and allows us to collect debts from former and existing students.

Fiscal Impact: Variable amount of revenue to the District.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with the Chancellor’s Office to participate in COTOP for the 2010-2011 fiscal year.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: RECALCULATION OF ANNUAL GANN APPROPRIATION LIMIT

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Pursuant to Government Code Section 7908, all Districts must recalculate their annual appropriations limit. The appropriation limit is adjusted annually through percentage changes in prices and adult population.

Explanation of Gann Spending Limit:

The Gann spending limit places a cap on the amount of local government spending that may be financed from proceeds of taxes. The limit is adjusted annually by a combined growth factor, which takes into account both inflation and population growth.

For Fiscal Year 2010-11, the District's annual Gann appropriation limit is 102,704,871.00.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the annual Gann appropriation limit for fiscal year 2010-2011 in the amount of \$102,704,871.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2010-11

DISTRICT NAME: Victor Valley Community College District DATE: 8/26/10

I. **2010-11 APPROPRIATIONS LIMIT:**

A.	2009-10 Appropriations Limit	<u>\$99,539,514</u>
B.	2010-11 Price Factor: .9746	
C.	Population factor:	
1.	2008-09 Second Period Actual FTES <u>10,064</u>	
2.	2009-10 Second Period Actual FTES <u>10,385</u>	
3.	2010-11 Population change factor <u>1.0318</u> (line C.2. divided by line C.1.)	
D.	2009-10 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)	<u>\$ 102,704,871</u>
E.	Adjustments to increase limit:	
1.	Transfers in of financial responsibility	\$0.....
2.	Temporary voter approved increases	_____
3.	Total adjustments - increase	_____
	Sub-Total	<u>\$0</u>
F.	Adjustments to decrease limit:	
1.	Transfers out of financial responsibility	\$0.....
2.	Lapses of voter approved increases	_____
3.	Total adjustments - decrease	< _____ 0>
G.	2010-11 Appropriations Limit	<u>\$ 102,704,871</u>

II. **2010-11 APPROPRIATIONS SUBJECT TO LIMIT:**


A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)	<u>\$ 36,455,376</u>
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.) 156,496
C.	Local Property taxes 8,674,131
D.	Estimated excess Debt Service taxes 0
E.	Estimated Parcel taxes, Square Foot taxes, etc. 0
F.	Interest on proceeds of taxes 50,000
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates	< _____ 0>
H.	2010-11 Appropriations Subject to Limit	<u>\$ 45,336,003</u>


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Starla Whitney, Curriculum and Scheduling Coordinator

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The College Curriculum committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on May 20, May 27, and June 8, 2010 are listed on the attached sheet.

A copy of the College Curriculum changes are available in the President's Office for your review.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes that have been recommended by the College Curriculum Committee.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

2010 / 2011 Curriculum Committee Recommendations
 May 20, 27 and June 8, 2010

COURSE	TITLE	CHANGE	DATE
ALDH 82	Medical Office Procedures	Course Update	20-May-10
ART 160	A Survey of Visual Communication Technologies	New Course	20-May-10
AUTO 91B	Auto Body Repair II	Course Update	20-May-10
BET 101	Beginning Keyboarding/Typing	Course Update	20-May-10
BET 141A	Windows a (as it appears in CurricUNET)	Course Update	20-May-10
BIOL 215	Human Gross Anatomy	Course Update	20-May-10
CIDG 70	Design for Graphic Artists	Course Update	20-May-10
CIDG 72	Computer Illustration	Course Update	20-May-10
CIDG 80	GIS for Emergency Management & Government Services I	Course Update	8-Jun-10
CIDG 81	GIS for Emergency Management & Government Services II	Course Update	27-May-10
ENGL 102	Composition and Literature	Course Update	27-May-10
ENGL 245	Survey of British Literature to the 18th Century	Course Update	20-May-10
ENGL 246	Survey of British Literature Romantic Period to 20th Century	Course Update	8-Jun-10
FIRE 100	Fire Protection Organization	Course Update	8-Jun-10
FIRE 102	Fire Prevention Technology	Course Update	20-May-10
FIRE 11	Low Angle Rope Rescue Operational	Course Update	27-May-10
FIRE 11B	Confined Space Rescue Awareness	Course Update	20-May-10
GEOG 101L	Geography I Laboratory	Course Update	20-May-10
GEOG 104	World Regional Geography	Course Update	20-May-10
GEOG 110	Introduction to Geographic Information Systems (GIS)	Course Update	8-Jun-10
HIST H118	Honors History of the United States From 1876	Course Update	8-Jun-10
MATH 226	Analytic Geometry and Calculus	Course Update	20-May-10
MATH CAHSEE	Mth CAHSEE Math Non-credit	New Course	20-May-10
MATH H228	Honors Analytic Geometry and Calculus	Course Update	20-May-10

2010 / 2011 Curriculum Committee Recommendations
 May 20, 27 and June 8, 2010

COURSE	TITLE	CHANGE	DATE
MUSC 101	Fundamentals of Music	Course Update	8-Jun-10
MUSC 104	Sight Singing Laboratory, Level I	Course Update	8-Jun-10
MUSC 117	History of Jazz	Course Update	8-Jun-10
MUSC 118	Survey of Rock and Roll	Course Update	8-Jun-10
MUSC 139	Studio Jazz Bands	Course Update	8-Jun-10
MUSC 140	Studio Singers	Course Update	8-Jun-10
MUSC 141	Jazz Rock Combo	Course Update	8-Jun-10
MUSIC 100	Introduction to Music	Course Update	8-Jun-10
PEDA 190	Salsa I	Course Update	20-May-10

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – AMERICAN MEDICAL RESPONSE (AMR)

SUBMITTED BY: Jaye Tashima, Director, Athletics

RECOMMENDED BY: Mark Zacovic *Mark J. Zacovic*

APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and American Medical Response (AMR). The period of this agreement is from September 4, 2010, through November 6, 2010.

Need:

To provide medical standby services at Athletic events.

Fiscal Impact:

Budgeted - \$1,125.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and American Medical Response (AMR) to provide medical standby services at Athletic events.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT - GRAD IMAGES/GRAD TRAK

SUBMITTED BY: Margie Sandello, Student Services

RECOMMENDED BY: Mark J. Zacovic *Mark J. Zacovic*

APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

Description/Background:

The District desires to renew an agreement with Grad Images/Grad Trak for photography services in connection with commencement ceremonies. This agreement will be in effect through 2013. There is no cost to the District for these services. Students are professionally photographed during the ceremony, but there is no obligation for students to purchase any photographs.

A copy of the original contract is available for review in the Superintendent/President's Office.

Need:

The above Request for Services agreement guarantees complete satisfaction to the District and its students.

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement renewal with Grad Images/Grad Trak for professional photography services in connection with commencement ceremonies through 2013.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – MIKE BROWN GRANDSTANDS, INCORPORATED

SUBMITTED BY: Jaye Tashima, Director, Athletics

RECOMMENDED BY: Mark Zacovic *Mark J. Zacovic*

APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

Description/Background:
The District desires to ratify an agreement between Victor Valley Community College District and Mike Brown Grandstands, Incorporated. The period of this agreement is from August 30, 2010, through November 8, 2010.

Need:
For the temporary rental of grandstand equipment for Athletics.

Fiscal Impact:
Budgeted - \$12,638.00

Recommended Action:
It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Mike Brown Grandstands, Incorporated for the temporary rental of grandstand equipment for Athletics.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: LEASE AGREEMENT – XEROX CORPORATION

SUBMITTED BY: Mark Zacovic, Executive Vice President, Instruction & Student Services

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

The District desires to lease a XEROX W 7120PT/WC 7120P for the Community Education Department's use.

Need:

A separate printer/color copier is needed within the Community Education Department for the receipt of credit card registration forms and other confidential material.

Fiscal Impact:

Budgeted - \$6,022.08 (167.28/mo for 36 mos.)

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the lease for a XEROX W 7120PT/WC 7120P for the Community Education Department's use for the receipt of credit card registration forms and other confidential material.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AMENDED AGREEMENT –APPLE VALLEY CATERING/ EBR EVENTS, LLC

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

APPROVED BY: Christopher C. O'Hearn _____

Description/Background:
The District desires to amend the amount of an Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/ EBR Events, LLC., originally approved July 13, 2010.

Need:
To provide catering services for the Upward Bound Math & Science year end banquet.

Fiscal Impact:
Budgeted. Not to exceed \$223.68 – Grant funded.

Recommended Action:
It is recommended by the Superintendent/President that the Board of Trustees amend the amount of an Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/EBR Events, LLC., originally approved July 13, 2010 providing catering services for the Upward Bound Math & Science year end banquet.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – ACTIVE CARE CHIROPRACTIC

SUBMITTED BY: Patricia Luther, Dean, Health Sciences, Public Safety and Industrial Technology

RECOMMENDED BY: Mark Zacovic 

APPROVED BY: Christopher O'Hearn 

Description/Background:The District desires to approve an agreement between Victor Valley Community College District and Active Care Chiropractic. The agreement begins September 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

Need:

Clinical facility use for Health Information Management Technology (HIMT) and other Health Sciences programs of the District.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement between Victor Valley Community College District and Active Care Chiropractic for clinical facility use for Health Information Management Technology (HIMT) and other Health Sciences programs of the District.

Legal Review: NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – VINCENT AJANWACHUKU, M.D.
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety and Industrial Technology
RECOMMENDED BY: Mark Zacovic Mark J. Zacovic
APPROVED BY: Christopher C. O'Hearn Christopher C. O'Hearn

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Vincent Ajanwachuku, M.D. The agreement begins September 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

Need:

Clinical facility use for Medical Assistant, Registered Nursing and other Health Sciences programs of the District.

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement between Victor Valley Community College District and Vincent Ajanwachuku, M.D., for clinical facility use for Medical Assistant, Registered Nursing and other Health Sciences programs of the District.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – LUIS PENA

SUBMITTED BY: Jaye Tashima, Athletic Director

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic Christopher C. O'Hearn

APPROVED BY: Christopher C. O'Hearn

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Luis Pena. The period of this agreement is from August 11, 2010 to June 30, 2011.

Need:

To maintain and repair all of the weight room equipment as required by the District.

Fiscal Impact:

Budgeted item - \$7,744.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Luis Pena to maintain and repair all of the weight room equipment as required by the District.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – JOHN TONYAN

SUBMITTED BY: E. Paul Williams, Dean, Arts & Letters

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic Christopher C. O'Hearn

APPROVED BY: Christopher C. O'Hearn

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and John Tonyan. The period of this agreement is from August 1, 2010 to June 30, 2011.

Need:

To provide piano tuning and servicing in the Music Department.

Fiscal Impact:

Budgeted item - \$3,000.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and John Tonyan to provide piano tuning and servicing in the Music Department.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – GENESIS FILM PRODUCTIONS

SUBMITTED BY: Patricia Bejarano-Vera, Director, GEAR UP Program

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

APPROVED BY: Christopher C. O'Hearn Christopher C. O'Hearn

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Genesis Film Productions. The period of this agreement is from September 15, 2010 to September 30, 2010.

Need:

To develop and produce an informational video to be utilized by the K16 Bridge Program.

Fiscal Impact:

Budgeted item - \$3,898.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Genesis Film Productions to develop and produce an informational video to be utilized by the K16 Bridge Program.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – MICHELE HERALD

SUBMITTED BY: Patricia Bejarano-Vera, Director, GEAR UP Program

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic [Signature] [Signature]

APPROVED BY: Christopher C. O'Hearn [Signature]

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Michele Herald. The period of this agreement is from September 15, 2010 to September 30, 2010.

Need:

To develop academic materials utilized by the K16 Bridge Program.

Fiscal Impact:

Budgeted item - \$2,000.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Michele Herald to develop academic materials utilized by the K16 Bridge Program.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – ADELE TURNER-MCCLAIN

SUBMITTED BY: Patricia Bejarano-Vera, Director, GEAR UP Program

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

APPROVED BY: Christopher C. O'Hearn Christopher C. O'Hearn

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Adele Turner-McClain. The period of this agreement is from September 15, 2010 to September 30, 2010.

Need:

To provide high school site services coordination for K16 Bridge Program..

Fiscal Impact:

Budgeted item - \$1,200.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Adele Turner-McClain to provide high school site services coordination for K16 Bridge Program.

Legal Review: YES ___ NOT APPLICABLE X

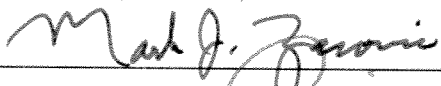
Reference for Agenda: YES _ NO X

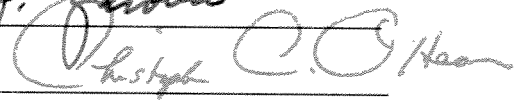
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MELISSA TIMKO

SUBMITTED BY: Patricia Bejarano-Vera, Director, GEAR UP Program

RECOMMENDED BY: Mark Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Melissa Timko. The period of this agreement is from September 15, 2010 to September 30, 2010.

Need:

To develop academic materials utilized by the K16 Bridge Program.

Fiscal Impact:

Budgeted item - \$9,000.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Melissa Timko to develop academic materials utilized by the K16 Bridge Program.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

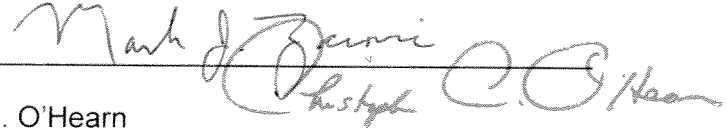
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Mark Zacovic



APPROVED BY: Christopher C. O'Hearn

Description/Background:

The District desires to approve the Contract Education Services' agreements listed below for the courses offered in the Contract Education department.

Copies of the agreements are available for review in the Superintendent/President's office.

Vendor:	Income to the District
Valley Market	\$ 300.00
El Pollo Loco	\$ 300.00
Red Robin Restaurant	\$ 300.00
Quigleys Restaurant	\$ 300.00
Total:	\$ 1,200.00

Need:

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class.

Fiscal Impact:

\$1,200.00 Income to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement(s) listed above that are being offered in the Contract Education Department.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT - TIME WARNER CABLE

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

The District desires to renew the Victor Valley Community College contractual agreement with Time Warner Cable. The contract is from August 16, 2010 through June 30, 2011.

Need:

To provide commercial advertisement of the Community Education/Contract Ed Classes to the following networks: BET, Lifetime, MTV and Cartoon Network.

Fiscal Impact:

Budgeted - \$5,610.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees renew the Victor Valley Community College contractual agreement with Time Warner Cable to provide commercial advertisement of the Community Education/Contract Ed classes.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

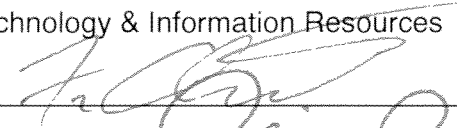
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – VECTOR RESOURCES, INC. (Switch/Labor)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wished to enter into an agreement with Vector Resources, Inc. to purchase equipment and (60) hours of labor, for the replacement of some network switching equipment used throughout the campus in support of all instructional and business operations.

Need:

Much of the current equipment has reached end of end-of-life and end-of-support. This equipment will provide the campus with some enhanced capability to manage the effectiveness of the current network until a larger scale replacement plan can be funded.

Fiscal Impact: \$139,567.08 – Budgeted Item, locally bond funded.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement between Victor Valley College and Vector Resources, Inc. in the total amount of \$139,567.08.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

DETAILED PRICING

ACTIVE COMPONENTS

	Quantity	Unit Cost	Material	Labor	Total
Catalyst 3750X 24 Port PoE IP Base	22	4,441.32	97,709.04	0.00	97,709.04
Catalyst 3K-X 1G Network Module option PID	22	304.20	6,692.40	0.00	6,692.40
GE SFP, LC connector SX transceiver	11	304.20	3,346.20	0.00	3,346.20
GE SFP,LC connector LX/LH transceiver	11	605.36	6,658.96	0.00	6,658.96
Sub-Total			114,406.60	0.00	114,406.60

SPARE

	Quantity	Unit Cost	Material	Labor	Total
60 hours Configuration/Support	1	0.00	0.00	9,000.00	9,000.00
Catalyst 3750X 24 Port PoE IP Base	1	4,441.32	4,441.32	0.00	4,441.32
Catalyst 3K-X 1G Network Module option PID	1	304.20	304.20	0.00	304.20
GE SFP, LC connector SX transceiver	1	304.20	304.20	0.00	304.20
GE SFP,LC connector LX/LH transceiver	1	605.36	605.36	0.00	605.36
Sub-Total			5,655.08	9,000.00	14,655.08

Project Sub-Total			120,061.68	9,000.00	129,061.68
Sales Tax					10,505.40
Project Total					139,567.08

Vector Resources, Inc.

8647 Ninth Street, Rancho Cucamonga, CA 91730
 (800) 929-4516

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

Purchase Order Number Due Upon Signing,
50% Due Upon Signing due Net 30,
Monthly Progress Invoices to be Billed due Net 30,
Balance Due Upon Completion due Net 30

This proposal is valid for 30 days only

Victor Valley Community College District

18422 Bear Valley Rd
Victorville, CA 92392

Job Total \$139,567.08

Victor Resources, Inc. Authorized Signature Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature Date

Print Name

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - IMPEX TECHNOLOGIES, INC. (WSCA #B27161)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into agreement with IMPEX Technologies, Inc. to purchase EMC Storage with 5 years Premium Support Maintenance. The storage solution proposed will enable VVC to continue with its 30 percent average data growth for the next estimated 4-5 years and will allow backups to occur live to an additional storage array.

Need:

The current tape based backup system is incapable of providing proper disaster recovery services with the growth of data and limited downtime in the modern learning environment. This proposal will increase the raw storage of the primary storage array from 24TB to 60TB and provide a 55 TB remote capacity for backups/disaster recovery and test and development. This solution will reduce down time in case of data loss to minutes instead of days and will greatly increase flexibility and reliability of data services at VVC.

Fiscal Impact: \$300,000.00 – Budgeted Item, locally bond funded. Pricing is based on WSCA NASPO Contract #B27161

Recommended Action:

It is recommended Board of Trustees approve the agreement between Victor Valley College and IMPEX Technology, Inc. in the total amount of \$300,000.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Quotation

Quote # ITIQ7699-14
Date 08/17/10
Sales Rep Ted Woolridge



Quote To:

Frank Smith
 Victor Valley Community College
 18422 Bear Valley Road
 Victorville, CA 92395
 (760)245-4271

Quote From:

IMPEx Technologies, Inc
 2311 W 205th Street
 Suite 104
 Torrance, CA 90501-1455

Ph: (310)320-0280
 Fax: (310)320-0290

Qty	Part Number	Description	Unit Price	Est Price
IMPEX EMC STORAGE PROPOSAL W/5YR PREMIUM SUPPORT MAINTENANCE				
1	NS122-A-FD	NS-120 INT-2DM-4GB-4 CU GIGE PORTS (FIELD)	\$7,949.00	\$7,949.00
1	NS-4PDAE-CR	4G DAE	\$3,540.00	\$3,540.00
2	NS4-4PDAE	4G DAE	\$3,540.00	\$7,080.00
1	NS120-AUXF-CR	NS-120 CAPTIVE ARRAY NO ISCSI. 8 FC PORTS.	\$5,650.00	\$5,650.00
1	NS120-CS-FD	NS-120 CONTROL STATION	\$2,738.00	\$2,738.00
37	NS-SA07-010	ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R	\$891.00	\$32,967.00
3	NS-SA07-010HS	ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R HS	\$891.00	\$2,673.00
1	V-NS4-1K72K	VAULT PACK W CX4 SERIES 1TB 7200 SATA DRIVES QTY 5	\$4,852.60	\$4,852.60
7	C13-PWR-12	2 C13 PWRCORDS W/ NEMA 5-15 PLUGS 125V 10A	\$0.00	\$0.00
1	AX4-5SFP	SPARE AX4-5 SFP FOR I/O MODULE	\$39.00	\$39.00
1	NS122-AUXCBL2	NS-122 CABLE KIT 2 SPS DUAL BLADE	\$541.00	\$541.00
1	MODEM-US	UNITED STATES MODEM	\$0.00	\$0.00
1	NS120-SPS	NS-120 OPTIONAL SECOND SPS.	\$838.00	\$838.00
1	AUX-M1GI-A	CELERRA 2 PORTS GB ISCSI SLIC PAIR FOR AUX FACT	\$3,300.00	\$3,300.00
4	NAVAGT-VMWKI T	NAVI AGENT VMWARE MEDIA (DOWNLOAD FROM POWERLINK FOR FREE)	\$0.00	\$0.00
1	MVA4-KIT	MIRRORVIEW/A KIT FOR CX4 FAMILY	\$0.00	\$0.00

FOB Point : Origin
 Ship Date :
 Quote Valid Until : 30 Days
 Payment Terms : Net 30 Days, OAC
 Installation : Billable Upon Request
 Warranty : Standard Mfg. Warranty

Rajiv Shah (310) 320-0280

IMPEx Technologies, Inc. is a leading provider of storage solutions for businesses of all sizes. Our products are designed to provide high performance, reliability, and scalability. We offer a wide range of storage options, including direct-attached storage (DAS), network-attached storage (NAS), and storage area networks (SAN). Our solutions are designed to meet the needs of businesses in a variety of industries, including healthcare, financial services, and government. We are committed to providing excellent customer service and support. For more information, please contact us at (310) 320-0280.

Qty	Part Number	Description	Unit Price	Est. Price
1	COMP-120	EMC COMPRESSION FOR THE NS-120	\$0.00	\$0.00
1	PSUPGD-CELR	ZERO DOLLAR CELERRA CAPACITY UPGRADE	\$0.00	\$0.00
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	\$1,620.00	\$1,620.00
2	CE-TU0050	50 TRAINING UNITS VALID 1YR (EMC) ***FREE FROM IMPEX	\$0.00	\$0.00
SubTotal Primary SAN				\$21,540.00
Running SubTotal				\$224,477.92
UPGRADE SOLUTION				
10	NS-4G15-600U	600GB 15K 4G FC NAS DISK DRIVE	\$2,376.00	\$23,760.00
1	NS4-4PDAE	4G DAE FACTORY OR FIELD INSTALL	\$3,540.00	\$3,540.00
15	NS-SA07-010	ASSY DISK 1000GB 7.2K 512BPS SATA 3GB 32MB -R	\$891.00	\$13,365.00
5	NS-SA07-020	2TB 7200RPM SATA II DISK W/ 4GB FC	\$1,638.00	\$8,190.00
16	457-100-182	POWERPATH/VE, STD. X86 T1 (2-7 CPUS)	\$1,071.00	\$17,136.00
8	456-101-296	POWERPATH VE SERVED LICENSES, VMWARE	\$0.00	\$0.00
1	FAST-120	EMC FAST FOR THE CX4-120 OR NS-120	\$3,000.00	\$3,000.00
1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	\$2,700.00	\$2,700.00
1	M-PRESW-014	PREMIUM SOFTWARE SUPPORT - OPEN/ELM	\$19,706.00	\$19,706.00
1	M-PREHW-001	PREMIUM HARDWARE SUPPORT	\$9,311.90	\$9,311.90
1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG	\$3,582.45	\$3,582.45
SubTotal				\$104,291.35
1	DISCOUNT	ADDITIONAL DISCOUNT IMPEX EMC	-\$45,489.16	-\$45,489.16

**PRICING BASED ON WSCA NASPO
CONTRACT # B27161**

Agreed By:

IMPEX Technologies, Inc

By: Rajiv Shah

Name: Rajiv Shah

Title: President

Date: 8-20-10

Victor Valley College

By: _____

Name: _____

Title: _____

Date: _____

SubTotal	\$283,280.11
Sales Tax	\$15,969.89
S/H	\$750.00
Total	\$300,000.00

FOB Point Origin
Ship Date
Quote Valid Until 30 Days

Payment Terms : Net 30 Days, OAC
Installation : Billable Upon Request
Warranty : Standard Mfg. Warranty

Rajiv Shah (310) 320-0280

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: AWARD NOTIFICATION – WORKFORCE INVESTMENT ACT (WIA)
SUBMITTED BY: Patricia Luther, Dean, Health Sciences, Public Safety and Industrial Technology
RECOMMENDED BY: Mark Zacovic *Mark J. Zacovic*
APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

Description/Background:

The District desires to approve the additional grant funding award for the Chancellor's Office, Governor's 15% Workforce Investment Act Funds for Nursing Programs, Medic, PM or IDC to RN Programs. The term of this grant shall be from June 25, 2010 to December 31, 2011.

Need:

For Registered Nursing Program to transition Paramedics to becoming an RN

Fiscal Impact:

\$125,000 additional funds to the District's Nursing Program

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Governor's 15% Workforce Investment Act Funds for Nursing Programs, Medic, PM or IDC to RN Programs.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges, Chancellor's Office Agency Code 6870	District: <u>Victor Valley CCD</u> College: <u>Victor Valley College</u> RFA Specification Number: <u>09-106</u>
Grant Agreement Nursing and Allied Unit Governor's 15% Workforce Investment Act Funds for Nursing Programs Medic, PM or IDC to RN Program	TO BE COMPLETED BY COCCC Grant Is Renewable: <u>no</u> First Year Funded: <u>June 2009</u> Maximum Period for which funding is available: <u>18 Months</u> Grant Agreement No: <u>09-106-04</u> Date: <u>6/21/10</u> Amount Encumbered: <u>\$125,000</u>

This grant is made and entered into by and between the BOG, California Community Colleges, Chancellor's Office, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/09 and II, Rev. 04/08), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered."

The term of this grant shall be from June 25, 2010 to December 31, 2011. The Final Report must be submitted within 60 days of the grant end date.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

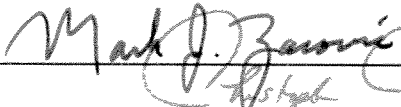

STATE OF CALIFORNIA				GRANTEE	
Item	Chapter	Statute	Fiscal Year		Total
6870-111-0001(5)	1	2009	2009-10	Grant Funds Requested:	\$125,000
				Total Leveraged Funds:	\$125,000
Object of Expenditure (<i>Code and Title</i>)				Project Director	
3235-751-23523 (\$125,000)				Patricia E. Luther, RN, Ed.D., Dean of Health Science & Public Safety	
Signature, Accounting Officer (<i>or authorized Designee</i>)				District (Grantee) Address:	
April Lován-Martinez				18422 Bear Valley Road Victorville, CA 92395-5850	
Project Monitor					
Vera Ellen Weise					
Agency		BOG, Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811			
Signature, Executive Vice Chancellor (<i>or authorized Designee</i>)			Date	Signature, Chief Executive Officer (<i>or authorized Designee</i>)	Date
Printed Name of Person Signing				Printed Name of Person Signing	
Steven Bruckman					
Title				Title	
Executive Vice Chancellor					

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHILD DEVELOPMENT CENTER CONTRACT CSPP-0446

SUBMITTED BY: Kelley Johnson, Director, Child Development Center Director

RECOMMENDED BY: Mark Zacovic  

APPROVED BY: Christopher O'Hearn

Description/Background:

The District desires to approve the Child Development Center Contract CSPP-0446 for 2010-2011 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for Fiscal Year 2010/11.

Need:

This contract award provides revenue for staffing of the Child Development Program lab classroom.

Fiscal Impact:

\$252,191 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the Child Development Center Contract CSPP-0446 for 2010-2011 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for Fiscal Year 2010/11. f

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



DATE: July 01, 2010

CONTRACT NUMBER: CSPP-0446

PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6792-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$252,191.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 7,335.0

Minimum Days of Operation (MDO) Requirement 180

Exhibit A, Standard Provisions for State Contracts attached.


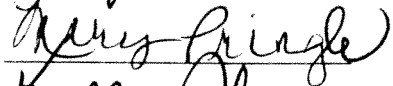
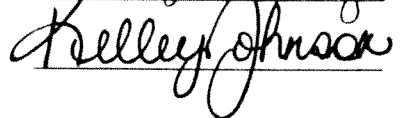
STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 252,191 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 252,191	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only	
	(OPTIONAL USE) 0656 23038-6792					
	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T B A NO	B R NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010/11.

RESOLUTION

BE IT RESOLVED that the Governing Board of **Victor Valley Community College District** authorizes entering into local agreement number/s **CSPP - 0446** and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Christopher O'Hearn	Interim Superintendent/President	
Mary Pringle	Director of Fiscal Services	
Kelley Johnson	Director of Child Development Center	

PASSED AND ADOPTED THIS **14th** day of **September**, 2010, by the Governing Board of **Victor Valley Community College District** of **San Bernardino** County, California.

I, **Dennis Henderson**, Clerk of the Governing Board of **Victor Valley Community College District**, of **San Bernardino**, County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a **regular** meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** **X** **BOARD INFORMATION (no action required)** ___

TOPIC: AWARD CONTRACT – MAIN GYMNASIUM HVAC #71 MAINTENANCE UPGRADE

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Bids for the Main Gymnasium #71 HVAC Maintenance Upgrade were opened on August 24, 2010. Four [4] bids were received as follows:

Control Air Conditioning Service Corporation	\$799,000.00
Air Flow Mechanical	\$754,000.00
Los Angeles Air Conditioning, Inc.	\$670,000.00
Air-Ex Air Conditioning, Inc.	\$569,998.00

The bid has been thoroughly reviewed by the Vice President of Administrative Services, the Director of Facilities Construction & Contracts and the project architect. Air-Ex Air Conditioning, Inc. is licensed in California and their bonding company is authorized to do business in California.

Copies of the original bids are available for review in the Superintendent/President's office.

Need:

The current heating and cooling system in the Main Gymnasium #71 is insufficient and the District has received numerous complaints regarding the combined extreme heat and humidity which has caused cancellation of classes.

Fiscal Impact: \$569,998.00 - Local Bond Funded

Recommended Action: It is recommended that the Board of Trustees award the contract to Air-Ex Air Conditioning, Inc. in the amount of \$569,998.00 for the Main Gymnasium #71 HVAC Maintenance Upgrade project.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

August 25, 2010

Mr. Steve Garcia,
Director, Facilities Construction & Contracts
Victor Valley Community College
18422 Bear Valley Road
Victorville, CA 92392-5849

RE: **Main Gymnasium Building #71 HVAC Maintenance Upgrade
Bid F-120 Recommendation**

Dear Mr. Garcia,

We recommend awarding a contract to Air-Ex Air Conditioning, Inc., for Bid Package F-120 HVAC Maintenance Upgrade in the amount of Five Hundred Sixty-Nine Thousand, Nine Hundred Ninety-Eight Dollars and 00/100 at the September 2010 Board Meeting.

This recommendation is based on verification of Bid Documents, Bid Bond, and Licensing information. Agreements and Contract Documents, including Bonds and Insurance are pending.

Sincerely,



Gary T. Hipolite
Sr. Project Manager

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: ADOPT RESOLUTION – STATE BUDGET

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to ask the Board of Trustees to adopt a resolution that calls upon the governor and state legislators to expeditiously adopt a state budget and to use the Conference Committee on the State Budget's spending plan as a framework for preserving state programs that have a significant effect on the operations of community colleges while minimizing the increased tax burden on Californians.

Need:

The delay in the enactment of the state budget has interrupted state cash payments to community colleges, delayed payment of Cal Grant financial aid awards to community college students, and a continued budget impasse will have grievous harm on community colleges and community college students if not resolved soon.

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees adopt the resolution as submitted.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

Victor Valley Community College Budget Resolution

WHEREAS, California's 2010-11 fiscal year commenced on July 1, 2010; and

WHEREAS, as of this date, a state budget for the fiscal year has not been enacted; and

WHEREAS, Governor Arnold Schwarzenegger proposed a budget for community colleges in January that increased funding for student enrollment and recognized the critical role of community colleges in California's economic recovery; and

WHEREAS, the Conference Committee on the State Budget adopted a spending plan that maintained funding for community college enrollment growth, increased funding to restore proposed categorical program reductions, increased funding to "buy out" the negative COLA, and increased funding for community college job training in high-demand occupations; and

WHEREAS, the Conference Committee on the State Budget proposed a framework for tax reform that attempts to mitigate against volatile swings in state revenues while reducing the state's reliance on the highest-income Californians and the disparate treatment of retail and Internet sales; and

WHEREAS, the Conference Committee on the State Budget adopted a spending plan that rejects the proposed elimination of the CalWORKs welfare-to-work and the state's subsidized child care programs, both which serve thousands of community college students; and

WHEREAS, the spending plan proposed by the Conference Committee on the State Budget rejects a proposed \$1.5 billion cut to K-12 schools; and

WHEREAS, the delay in the enactment of the state budget has interrupted state cash payments to community colleges; and

WHEREAS, local community college districts are projected to spend at least \$5 million on borrowing costs to accommodate the state's delays in cash payments, which could otherwise be used to offer 1,200 courses at a time of unprecedented unmet enrollment demand; and

WHEREAS, the delay in the enactment of the state budget further is delaying the payment of Cal Grant financial aid awards to community college students, impeding their ability to purchase text books and supplies needed at the beginning of the academic term or requiring community colleges to find alternative funding sources for the aid; and

WHEREAS, the continued budget impasse will have grievous harm on community colleges and community college students if not resolved soon;

THEREFORE BE IT RESOLVED, that the Victor Valley Community College District calls upon the governor and state legislators to expeditiously adopt a state budget; and

BE IT FURTHER RESOLVED that the District further calls upon the governor and legislators to use the Conference Committee on the State Budget's spending plan as a framework for preserving state programs that have a significant effect on the operations of community colleges while minimizing the increased tax burden on Californians.

PASSED AND ADOPTED by the Governing Board on September 14, 2010 by the following vote:

AYES:

NOES:

ABSENT:

I, _____, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 2010.


Clerk/Secretary of the Governing Board

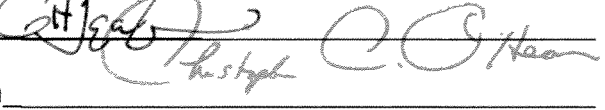
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: MEMORANDUM OF GROUND LEASE

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to record the finalized Memorandum of Ground Lease for the Eastside Public Safety Training Center with the County of San Bernardino, finalizing the execution of the ground lease between Victor Valley Community College District (VVCCD) and Apple Valley Fire Protection District (AVFPD).

A copy of the original Memorandum of Ground Lease is available for review in the Superintendent/President's office.

Need:

On August 11, 2009, the Board of Trustees approved the lease agreement for the property where the Eastside Public Safety Training Center will be built. Recording the finalized lease documents with the County of San Bernardino's Auditor-Controller/Recorder is the final step in executing the lease.

Fiscal Impact: No fiscal impact.

Recommended Action:

It is recommended that the Board of Trustees authorize the District to record the Memorandum of Ground Lease between Apple Valley Fire Protection District and Victor Valley Community College District as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

MEMORANDUM OF GROUND LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE ("Lease Memorandum") is effective as of _____, 2009 by and between the Victor Valley Community College District ("VVCCD") and the Apple Valley Fire Protection District ("AVFPD"). VVCCD and AVFPD are sometimes referred to herein, collectively, as the "Parties" pursuant to the following:

RECITALS

A. As part of its Capital Improvement Plan under Bond Measure JJ, on or about December 9, 2008 the VVCCD Board of Trustees authorized the issuance of a Request for Proposal on a public work of improvement for a Public Safety Training Center through the design-build delivery method under Education Code section 81700, et seq (the "Project").

B. On December 17, 2008, VVCCD published a Request for Proposal for the design-build delivery of a Public Safety Training Center. VVCCD is in the evaluation process to select and award a design-build contract based on "best value."

C. VVCCD has been working towards the delivery of a Public Safety Training Center to be potentially located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley (APN #0463-2315900) (the "Property"). AVFPD owns the Property in fee after a quit claim transfer from WalMart with a covenant for use for fire "training purposes."

D. The Parties agree it is in the best interests of their respective citizens and fire and safety personnel for VVCCD to develop and operate a Public Safety Training Center on a portion of the Property (the "Premises").

E. The Parties executed that certain Memorandum of Understanding for Acquisition, Development and Use of a Public Training Center on April 14, 2009 (the "MOU"). Among other terms, the MOU includes a requirement that the Parties enter into a written lease for the Premises.

F. The Parties desire to define the terms and conditions under which the AVFPD will lease the Premises to VVCCD and under which the Project is to be designed, constructed, financed, operated, and maintained by VVCCD.

G. VVCCD has an approved budget for the capital improvements and cost of construction for the Project, development, furnishings, and equipment through the passage of Measure JJ, contingent upon funds actually becoming available through means of public finance.

H. Education Code section 81003 authorizes community college districts such as the VVCCD to build campus facilities on public property not owned by VVCCD.

I. Education Code section 81522 authorizes the VVCCD to lease land for a term extending to the expected duration of use of the property.

J. Health and Safety Code section 13861 authorizes AVFPD to acquire any property within the jurisdiction of the AVFPD and to create a leasehold interest in property for the benefit of the AVFPD.

K. Wal-Mart Stores East, LP, has acknowledged and agreed the intended use of the property, including the possible use for general education coursework, is acceptable and consistent with the terms contained in the Agreement for Donation of Real Property between AVFPD and Wal-Mart Stores East, LP, dated November 14, 2007.

L. AVFPD desires to lease the Premises to VVCCD, and VVCCD desires to lease the Premises from AVFPD for the purpose of development in accordance with the agreement of the Parties as set forth in this Lease.

M. Capitalized terms not defined herein shall have the meaning given to them in the Ground Lease.

NOW, THEREFORE, the Parties agree as follows:

1. **Lease of Premises.** The Premises is a portion of that certain real property located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley, California (APN #0463-2315900) consisting of approximately 9.83 acres.
2. **Term Commencement Date.** The Effective Date as provided by the Ground Lease.
3. **Term Expiration Date.** Ninety-nine (99) years from Effective Date.
4. **Permitted Use.** The Premises is to be used for development of the Public Safety Training Center in accordance with the General Development Plan as provided in Section 9.3, and the terms of the Lease.
5. **Purpose of This Lease Memorandum.** This Lease Memorandum is executed for the purpose of being recorded in order to give notice of the Ground Lease. This Lease

Memorandum is not a complete summary of the terms and conditions of the Ground Lease and is subject to, and shall not be used to interpret or modify, the Ground Lease.

The parties hereto have entered into this Memorandum of Ground Lease effective as of the date first written above.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT:

Date: 08-24-09
By: Robert M. Silven
Its: CMC

APPROVED AS TO FORM this 21st day of August, 2009.

STUTZ ARTIANO SHINOFF & HOLTZ

By: Jeffrey A. M...

APPLE VALLEY FIRE PROTECTION DISTRICT:

Date: 9/15/09
By: Robert A. King II
Its: Pres.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** **X** **BOARD INFORMATION (no action required)** ___

TOPIC: MEMORANDUM OF LEASE AGREEMENT – NEW CINGULAR WIRELESS PCS, LLC

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into a lease agreement with New Cingular Wireless PCS, LLC for the purpose of constructing, operating and maintaining a Monopine Cell Tower communication facility. This Cell Tower will provide extended cell service to our neighbors at Spring Valley Lake and the surrounding areas.

A copy of the original lease agreement is available for review in the Superintendent/President's office.

Need:

The Cell Tower will generate needed revenues to the District in this time of financial challenge for State funding.

Fiscal Impact:

One time \$10,000.00 signing bonus and \$24,000.00 annually, increasing by four percent for a projected revenue to the District of \$1,009,487.53 over the next 25 years.

Recommended Action:

It is recommended that the Board of Trustees approve the lease agreement with the New Cingular Wireless PCS, LLC as submitted.

Legal Review: YES **X** NOT APPLICABLE ___

Reference for Agenda: YES **X** NO ___

Steve Garcia - AT&T site ES0100 - income revenue

From: "Thomas Mundl" <thomas.mundl@rlsusa.com>
To: "Steve Garcia" <Garcias@vvc.edu>
Date: 8/27/2010 2:49 PM
Subject: AT&T site ES0100 - income revenue

Steve,

Following up on our conversation, below is a breakdown of how much VVC would receive every 5 years including a total with the \$10,000 up front fee.

1st 5 years	\$129,991.74
2nd 5 years	\$158,155.10
3rd 5 years	\$192,420.28
4th 5 years	\$234,108.63
5th 5 years	\$284,811.91
<hr/>	
Total	\$999,487.53
Signing Bonus	\$10,000
Grand Total	\$1,009,487.53

Hope this helps and let me know if you have any questions.

Thank you,

Thomas Mundl



Reliant Land Services
 1594 N. Batavia Street
 Orange, CA 92867
 714.329.4945 (mobile)
 714.685.0123 (office)
 714.685.0125 (fax)
 thomas.mundl@rlsusa.com

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Market: Los Angeles
Cell Site Number: ES0100
Cell Site Name: Victor Valley Community College
Fixed Asset Number: 10107918
Revision Date: January 20, 2010

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (“**Effective Date**”), is entered into by Victor Valley Community College District, and Victor Valley Community College District Financing Corporation, a California corporation, having a mailing address of 18422 Bear Valley Road, Victorville, CA 92395 (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as “**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Victor Valley Community College District, 18422 Bear Valley Road, Victorville, CA 92395, in the County of San Bernardino, State of California (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately six hundred and twenty (620) square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1 and further defined on Exhibit 1.1**, together with unrestricted Tenant’s uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1 and Exhibit 1.1** (collectively, the “**Premises**”).
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, not to exceed Twelve (12) antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to the Tenant or Landlord, (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord’s contiguous, adjoining or surrounding property as described on **Exhibit 1 and further defined on Exhibit 1.1** hereto (the “**Surrounding Property**”), as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communications lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant’s use (“**Tenant Changes**”). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises, at Tenant’s expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, and increase the number of antennas not to exceed Twelve (12)

antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") not to exceed 500 square feet in the immediate vicinity of the Communication Facility for such modification or upgrade, Landlord agrees to negotiate in good faith and lease to Tenant the Additional Premises, for Tenants use only upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises, by dividing the square footage of the Premises by the rent then in effect to determine the cost per square foot and then multiplying this cost per square foot by the amount of the Additional Premises to determine a new Rent. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease for Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant or Landlord notifies the other party in writing of their intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Extension Term.

(c) If, at least sixty (60) days prior to the end of the further (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until termination by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord an annual rental payment of Twenty-four thousand and No/100 Dollars (\$24,000.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term and each year thereafter, including throughout any extension Terms exercised the yearly rent will increase by (4%) over the rent paid during the previous year.

(c) As additional consideration, within thirty (30) days after the Rent Commencement Date, Tenant shall pay to Landlord a one-time, non-refundable fee of Ten Thousand and 00/100 Dollars (\$10,000.00).

(d) All changes payable under this Agreement such as utilities and taxes shall be billed by the Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by the Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction

permits (collectively, the “**Government Approvals**”). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant’s Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and /or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for the leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant’s choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Governmental Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) By either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of the Paragraphs 5(b), 6(a), 6(b), 8, 11(d), 18, 19, 23(j) of this Agreement.

7. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) “All Risk” property insurance for its property’s replacement cost. Permission is granted to Tenant to self insure this coverage; (ii) commercial general liability insurance with AM Best rated A or better or equivalent coverage, with a minimum limit of liability of Two Million Dollars \$2,000,000 per occurrence with a Four Million Dollar \$4,000,000 aggregate limit for bodily injury or death/property damage; (iii) Workers’ Compensation Insurance as required by law. The coverage afforded by the Tenant’s commercial general liability insurance or equivalent shall add the Landlord as additional insured or additional covered party.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for the Landlord’s breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waive any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of

the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remains Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. Tenant shall not be required to remove from the Premises or the Property any structural steel or any underground utilities. Footings, foundations, and concrete will be removed to a depth of three-feet below grade.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to

exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE

(a) Tenant will have the right to assign, sell or transfer its interest under this Agreement without approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Tenant will have the right to assign this Agreement or sublease of the Premises and its rights herein, in whole or in part, without Landlord's consent which shall not be unreasonably withheld, denied or delayed. Any Sublessee must be credit worthy and agree to all the terms of this agreement, including maintenance of all required certifications and licenses. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

(b) Tenant shall have the right to sublet all or any portion of Tenant's support structure together with access thereto, provided such subtenant agrees to enter into a separate lease directly with Landlord on terms reasonably acceptable to Landlord, which terms shall not be unreasonably conditioned or delayed, for placement of subtenant's equipment cabinet. The parties agree that Tenant shall be entitled to retain all rents derived from subletting its support structure and the Landlord shall be entitled to retain all rents derived from the lease of such other space as is required by subtenant. Landlord and Tenant agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this Paragraph regarding the subletting or licensing of space to third parties. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. ATT maintains its right to collocate another carrier onto their facility (Monopinepole) but has no rights to sublet equipment space within their own compound to another entity. Any required additional ground space for any additional carrier must be leased directly with the Landlord.

(c) In the event of a sublet, any subtenant shall be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by subtenant on the Premises for subtenant's use.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ES0100; Cell Site Name: Victor Valley Community College (CA)
Fixed Asset No: 10107918
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of such notice sent to:

If sent via certified or registered mail:
New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #:ES0100 Cell Site Name: Victor Valley Community College) (CA)
Fixed Asset No: 10107918
PO Box 97061
Redmond, WA 98073-9761

OR

If sent via nationally recognized overnight courier:
New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #:ES0100 Cell Site Name: Victor Valley Community College) (CA)
Fixed Asset No: 10107918
16331 NE 72nd Way
Redmond, WA 98052-7827

If to Landlord: Victor Valley Community College and
Director of Facilities Construction Department
18422 Bear Valley Rd
Victorville, Ca 92395
760-245-4271

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) Old deed to Property
- (ii) New deed to Property
- (iii) Bill of Sale or Transfer
- (iv) Copy of current Tax Bill
- (v) New W-9
- (vi) New Payment Direction Form
- (vii) Full contact information for new Landlord including all phone numbers

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY**

(a) If Landlord, at any time during the term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications equipment as if it is determined that such use would interfere with Tenant's use as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from selling, leasing or use of any of the Property or Surrounding Property for non-wireless communication use. In the event the

Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business day's prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business day's prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

"LANDLORD"

Valley Community College District, and
Victor Valley Community College District Financing
Corporation, a California corporation

By: _____

Print Name: _____

Its: _____


Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited Liability Company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: MARK RIVERA

Its: REAL ESTATE & CONSTRUCTION

Date: 3-23-10

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 200__, by and between Victor Valley Community College District, and Victor Valley Community College District Financing Corporation a California Corporation as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows: APN 482-022-06

See Legal Description on following page.

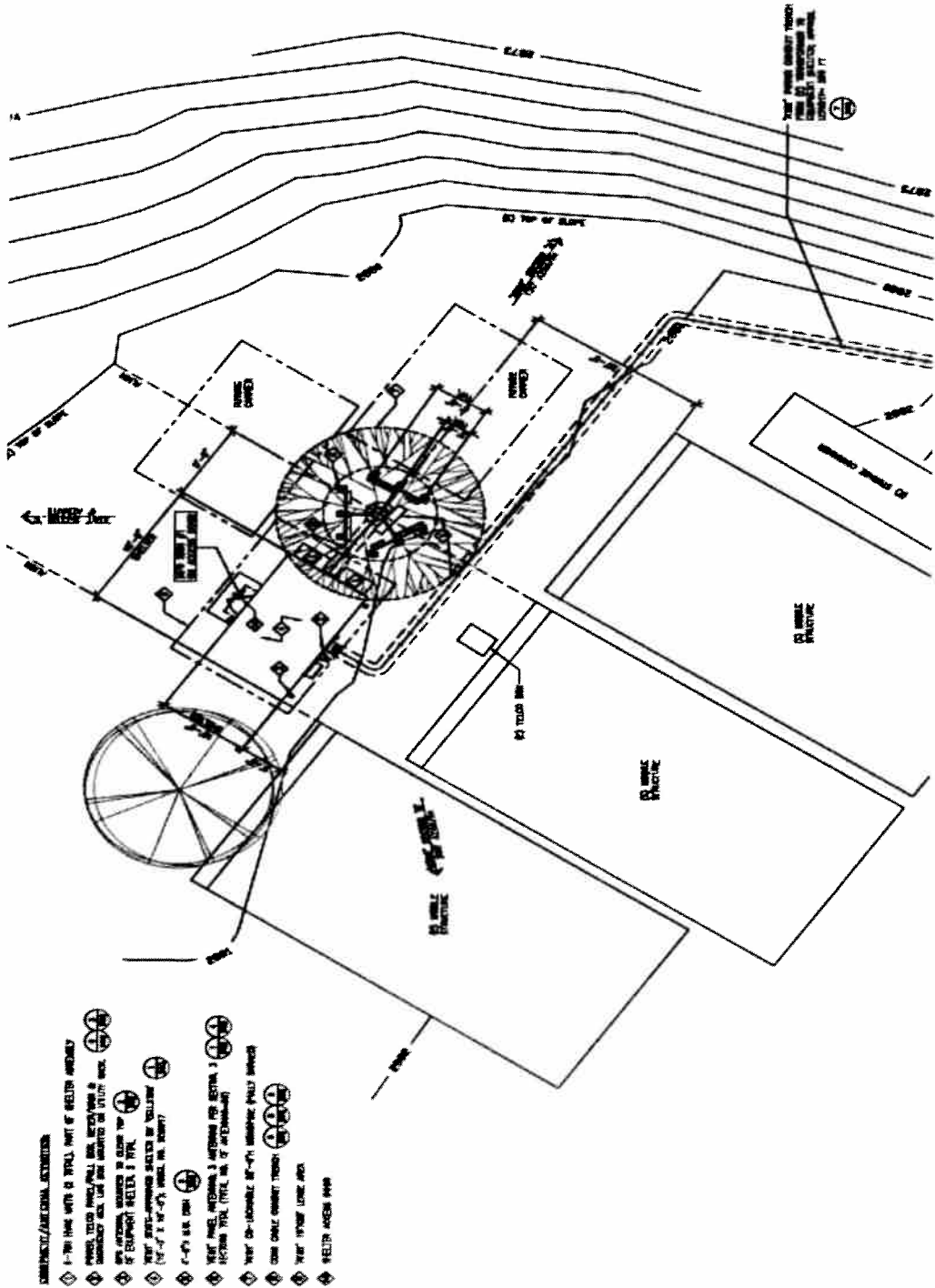
That portion of the East ½ of Section 35 and the West ½ of Section 36, Township 5 North, range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General March 19, 1856 described as follows: BEGINNING at the Southeast corner of said Section 35; thence West 1525.00 feet along the South line of said Section 35; thence North 240.04 feet to the beginning of a tangent curve concave to the West having a radius of 500.00 feet; thence Northwesterly 69.74 feet along the arc of said curve through a central angle of 8° 00' 00" thence North 08° 00' 00" West, 701.33 feet to the beginning of a tangent curve concave Easterly with a radius of 500.00 feet; thence Northeasterly 165.81 feet along the arc of said curve through a central angle of 19° 00' 00" thence North 11° 00' 00" East, 97.96 feet to the beginning of a tangent curve concave Northwesterly with a radius of 500.00 feet; thence Northeasterly 279.25 feet along the arc of a curve through a central angle of 32° 00' 00"; thence North 43° 00' 00" East, 100.00 feet to the beginning of a curve concave Westerly with a radius of 350.00 feet; thence Northwesterly 545.03 feet along the arc of said curve through a central angle of 89° 13' 20"; to the beginning of a reverse curve concave Easterly with a radius of 378.81 feet; thence Northeasterly 761.79 feet along the arc of said curve through a central angle of 115° 13' 20"; thence North 69° 00' 00" East, 804.20 feet; thence South 19° 05' 00" East 746.00 feet; thence North 70° 55' 00" East, 460.00 feet; thence North 19° 05' 00" West 385.00 feet; thence North 01° 06' 03" East, 605.89 feet; thence North 41° 00' 00" East 446.78 feet; thence South 83° 10' 00" East, 1414.55 feet; thence South 0° 05' 36" East, 3571.87 feet to the South line of said Section 36; thence South 89° 54' 24" West, 1720 feet along said South line to the point of beginning.

EXCEPT that portion thereof included within strip of land 40.00 feet in width, the center line of which is described as follows: BEGINNING at a point on the South line of said Section 36, distant 514.23 feet South 89° 59' 30" East, from the Southwest corner of said Section 36; thence North 19° 39' 00" West a distance of 1490.00 feet, more or less to an intersection with the common section line of said Sections 35 and 36, at a point approximately 1410.00 feet North from said Southwest corner of Section 36; thence continuing North 19° 39' 00" West, a distance of 1785.6 feet to a point which is 18.00 feet South 73° 17' 15" West, from a stake marking the Northwesterly corner of an existing leasehold occupied by the Mojave River Fish Hatchery of the Division of Fish and Game of the State of California.

ALSO EXCEPT that portion thereof included within the land described in parcels 1 and 2 of the Deed to the County of San Bernardino, recorded May 31, 1961 in Book 5444 of Official Records, page 71, records of said County.

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

Notes:



Prepared by:
Thomas Mundl
Reliant Land Services
1594 Batavia
Orange, Ca 92876

Return to:
New Cingular Wireless PCS, LLC
Christina Wager
12900 Park Plaza Drive
Cerritos, CA 90307

APN: 0482-022-06

(Space Above This Line For Recorder's Use Only)

Re: **Market: Los Angeles**
Cell Site Number: ES0100
Cell Site Name: Victor Valley Community College
FA Number: 10107918
Address: 18422 Bear Valley Rd.
Victorville, CA 92395
County: San Bernardino

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between Victor Valley Community College District, having a mailing address of 18422 Bear Valley Rd. Victorville, CA 92395 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 200__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the

Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LANDLORD"

Victor Valley Community College District

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited Liability Company

By: AT&T Mobility Corporation

Its: Manager

Print Name: _____

By:  _____

Print Name: _____

Print Name: MARK RIVERA

Its: REAL ESTATE & CONSTRUCTION

Date: 3-23-10

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Memorandum of Lease dated _____, 20___, by and between Victor Valley Community College District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows: APN: 482-022-06

That portion of the East ½ of Section 35 and the West ½ of Section 36, Township 5 North, range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General March 19, 1856 described as follows: BEGINNING at the Southeast corner of said Section 35; thence West 1525.00 feet along the South line of said Section 35; thence North 240.04 feet to the beginning of a tangent curve concave to the West having a radius of 500.00 feet; thence Northwesterly 69.74 feet along the arc of said curve through a central angle of 8° 00' 00" thence North 08° 00' 00" West, 701.33 feet to the beginning of a tangent curve concave Easterly with a radius of 500.00 feet; thence Northeasterly 165.81 feet along the arc of said curve through a central angle of 19° 00' 00" thence North 11° 00' 00" East, 97.96 feet to the beginning of a tangent curve concave Northwesterly with a radius of 500.00 feet; thence Northeasterly 279.25 feet along the arc of a curve through a central angle of 32° 00' 00"; thence North 43° 00' 00" East, 100.00 feet to the beginning of a curve concave Westerly with a radius of 350.00 feet; thence Northwesterly 545.03 feet along the arc of said curve through a central angle of 89° 13' 20"; to the beginning of a reverse curve concave Easterly with a radius of 378.81 feet; thence Northeasterly 761.79 feet along the arc of said curve through a central angle of 115° 13' 20"; thence North 69° 00' 00" East, 804.20 feet; thence South 19° 05' 00" East 746.00 feet; thence North 70° 55' 00" East, 460.00 feet; thence North 19° 05' 00" West 385.00 feet; thence North 01° 06' 03" East, 605.89 feet; thence North 41° 00' 00" East 446.78 feet; thence South 83° 10' 00" East, 1414.55 feet; thence South 0° 05' 36" East, 3571.87 feet to the South line of said Section 36; thence South 89° 54' 24" West, 1720 feet along said South line to the point of beginning.

EXCEPT that portion thereof included within strip of land 40.00 feet in width, the center line of which is described as follows: BEGINNING at a point on the South line of said Section 36, distant 514.23 feet South 89° 59' 30" East, from the Southwest corner of said Section 36; thence North 19° 39' 00" West a distance of 1490.00 feet, more or less to an intersection with the common section line of said Sections 35 and 36, at a point approximately 1410.00 feet North from said Southwest corner of Section 36; thence continuing North 19° 39' 00" West, a distance of 1785.6 feet to a point which is 18.00 feet South 73° 17' 15" West, from a stake marking the Northwesterly corner of an existing leasehold occupied by the Mojave River Fish Hatchery of the Division of Fish and Game of the State of California.

ALSO EXCEPT that portion thereof included within the land described in parcels 1 and 2 of the Deed to the County of San Bernardino, recorded May 31, 1961 in Book 5444 of Official Records, page 71, records of said County.



GROUP MEETINGS will be held as follows:

Tuesday, August 31, 2010

- 3-5 p.m., Board Room
- 6-8 p.m., Board Room

Wednesday, September 1, 2010

- 9 to 11 a.m., Board Room
- 1 to 3 p.m., Board Room

Thursday, September 2, 2010

- 9 to 11 a.m., Board Room
- 1 to 3 p.m., Board Room

Friday, September 3, 2010

- 9-11 a.m., Board Room

INDIVIDUAL MEETINGS

A sign-up sheet for scheduling individual counseling appointments will be available at the group meetings. It is recommended that those attending individual counseling meetings bring any person who might be instrumental in the decision-making process. The enrollment counselor will provide an individual estimate of the SERP benefits and will answer any additional questions about the plan or the enrollment process.

Individual meetings may be scheduled as follows:

- Wednesday, September 8: 9 a.m. to 6:30 p.m., Board Room
- Thursday, September 9: 9 a.m. to 6:30 p.m., Board Room
- Thursday, September 16: 9 a.m. to 6:30 p.m., Board Room
- Friday, September 17: 9 a.m. to 6:30 p.m., Board Room
- Monday, September 20: 9 a.m. to 6:30 p.m., Board Room
- Tuesday, September 21: 9 a.m. to 6:30 p.m., Board Room

Questions about the meetings? Contact Fusako Yokotobi in Human Resources at (760) 245-4271, ext. 2455, or Marquetta Bradford, Keenan Financial Services technical analyst, at (800) 444-9995, ext. 3672 or 3625.



Victor Valley College

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
is offering a
SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN (SERP)
FOR ELIGIBLE FULL-TIME EMPLOYEES OF THE DISTRICT

The Victor Valley Community College District is pleased to announce that the Board of Trustees has approved offering a **Supplemental Employee Retirement Plan (SERP)**. This program will provide eligible employees the opportunity to retire early with a monthly income that may supplement their regular STRS or PERS retirement benefits or other income. However, this plan does not require retirement from the CalSTRS or the CalPERS retirement programs.

ELIGIBILITY GUIDELINES FOR THIS VOLUNTARY SERP PLAN

1. Be a current full-time faculty, classified, administrative, management, or confidential employee of the Victor Valley Community College District
2. Be at least 50 years old by June 30, 2011
3. Have at least five (5) years of permanent employment with the Victor Valley Community College District or be eligible to retire with CalSTRS or CalPERS by June 30, 2011
4. Retire from the district on or before June 30, 2011
5. Submit a letter of resignation and SERP Enrollment Package no later than November 1, 2010

Please note:

- Employees who choose a SERP may not accept further permanent employment at Victor Valley Community College District for a position in the same bargaining unit.
- Employees who choose to take either the STRS or PERS service retirement are limited in their post-retirement employment—ask your retirement provider for details.

Keenan Financial Services is the contract administrator on behalf of the district and will provide group orientation meetings and individual counseling sessions. Attendance at these meetings is strongly encouraged—the meetings are designed to provide an overview of the plan and to answer questions. Because the SERP is a voluntary plan, *attending an informational group meeting or an individual counseling session does not obligate participation in the plan.* Employees who meet the eligibility guidelines noted above are encouraged to attend one of the group meetings to receive important information about this unique opportunity. Classified employees will be given released time to attend the group and/or individual meetings and should make prior arrangements with their supervisors.

~ See reverse side for meeting schedule ~



TEMPORARY PARKING PERMIT

PLACE ON DASHBOARD

EVENT President's Office	DATE(S) VALID 9/17/10	LOT ASSIGNED 6
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**AUTHORIZED BY: Dr. Christopher O'Hearn
Superintendent/President**

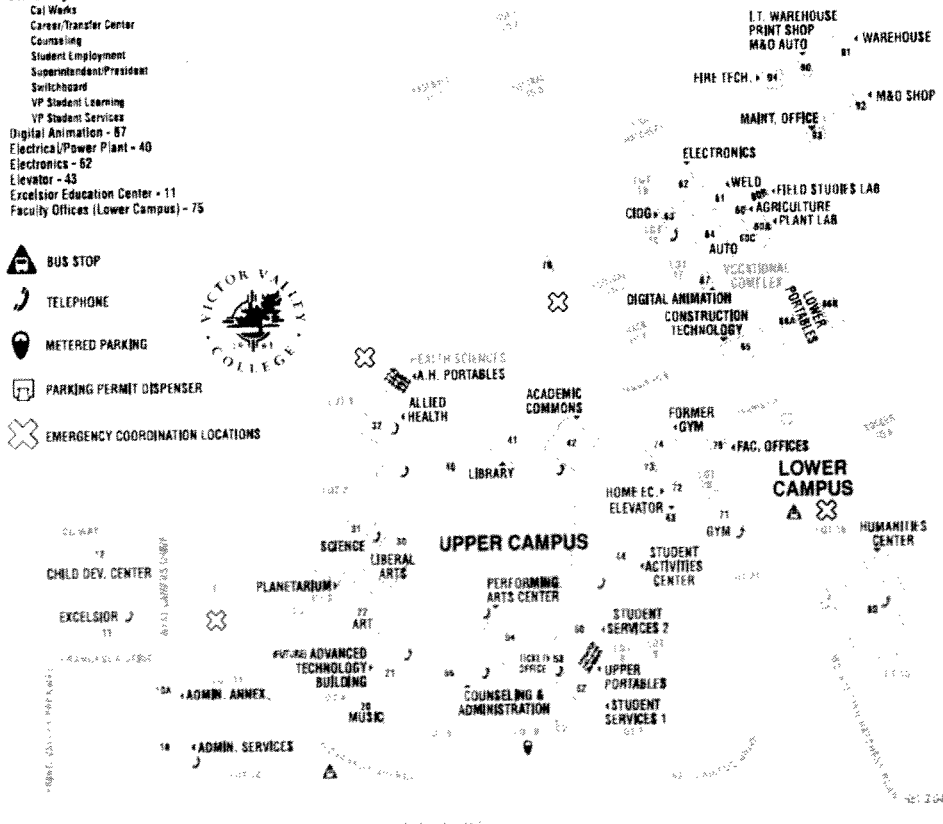
- Academic Commons - 42
- Administration of Justice - 66A
- Admin. Services - 10
- Boara Room
- Business Construction
- Food Handlers
- Guests & Compliance
- Human Resources
- Public Information Office
- VP Admin. Services
- Admin. Annex - 10A
- Contract Education Lab
- Fiscal Services
- MIS
- (Future) Advanced Technology Building - 21
- Agriculture & Natural Resources - 60
- Agriculture/Labs - 60A, B, C
- Allied Health - 32
- Allied Health Portables - 32A, B, C
- Art - 22
- Automotive - 64
- Azusa Pacific University - 66B
- Child Development Center - 12
- C.I.D.G. - 63
- Construction Technology - 65
- Counseling & Administration - 55
- Cal Works
- Career/Transfer Center
- Counseling
- Student Employment
- Superintendent/President
- Switchboard
- VP Student Learning
- VP Student Services
- Digital Animation - 67
- Electrical/Power Plant - 40
- Electronics - 62
- Elevator - 43
- Excelsior Education Center - 11
- Faculty Offices (Lower Campus) - 75

- Former Gym - 74
- Gymnasium - 71
- Home Economics - 72
- Humanities Center - 60
- Basic Skills - Rooms 73, 74
- CSUSB - Room 23
- Language Lab - Room 10
- Teacher Learning Center - Room 19
- Writing Center - Room 5
- Liberal Arts - 30
- Library - Learning Resource Center - 41
- Lower Portables - 66A, B
- Maintenance Office - 93
- M&O Shop - 92
- Music - 20
- Performing Arts Center - 54
- Planetarium - 31
- Print Shop - 90
- Science - 31
- Student Activities Center - 44

- A.S.B. Offices
- A.S.B. Computer Lab
- Auxiliary Services
- Bookstore
- Campus Police
- Community Conference Center
- Desert Rock Cafe
- Food Court
- Foundation
- P.T.K. Honor Society
- Rampage
- Student Services 1 - 52
- Admissions/Records
- Assessment
- Bursar
- Financial Aid
- I.T.
- Veterans Affairs
- Student Services 2 - 50

- CARE
- USPS
- GPS
- Student Support Services
- Storage - 73, 76
- Fire Technology - 94
- Upper Portables - 51A, B, C
- VVC Presents Ticket Information Office - 53
- Warehouse - 91
- Welding - 61

- BUS STOP
- TELEPHONE
- METERED PARKING
- PARKING PERMIT DISPENSER
- EMERGENCY COORDINATION LOCATIONS





Victor Valley COMMUNITY COLLEGE

TEMPORARY PARKING PERMIT PLACE ON DASHBOARD

EVENT	DATE(S) VALID	LOT ASSIGNED
President's Office	9/17/10	6

AUTHORIZED BY: Dr. Christopher O'Hearn
Superintendent/President

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