

GAVILAN COLLEGE

5055 Santa Teresa Blvd., Gilroy, CA 95020

www.gavilan.edu

(408) 848-4800

Steven M. Kinsella, DBA, CPA, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

Citizens' Oversight Committee Meeting

February 24, 2014 – 6:00 p.m.

Gavilan College

5055 Santa Teresa Boulevard, Gilroy, CA 95020

Student Center, North/South Lounges

AGENDA

I. CALL TO ORDER

1. Roll Call and Introductions

II. APPROVAL OF AGENDA

III. CONSENT AGENDA

1. Minutes – November 25, 2013

IV. COMMENTS FROM THE PUBLIC

This is a time for the public to address the Citizens' Oversight Committee (a maximum of five minutes will be allotted to each speaker)

V. INFORMATION ITEM(S)

1. Item(s) presented at board meetings for information or approval by the Board of Trustees:

December 10, 2013

- Lease-Purchase Agreement Between Gilroy Unified School District and Gavilan Joint Community College District

January 14, 2014

- Citizens' Oversight Committee Resignation
- Measure E Bond Program Budget Alignment

February 11, 2014

- Measure E Bond Quarterly Financial Status Report at December 31, 2013
- FY 2012 – 2013 Measure E General Obligation Bond Audit Reports
- Gilbane Building Company Project Assignment Amendments (PAAs)
- BFGC-IBI Group Architecture and Planning Project Assignment Amendments (PAA)

VI. DISCUSSION ITEM(S)

1. Update Measure E Activities

VII. ACTION ITEM(S)

1. Set Next Meeting Date(s)

VIII. CLOSING ITEMS

1. Adjournment



Board of Trustees: Tom Breen
Laura A. Perry, Esq.

Kent Child
Tony Ruiz

Mark Dover
Walt Glines

Jonathan Brusco

Anél Tovar, Student Trustee

GAVILAN COLLEGE MISSION

Gavilan College cultivates learning and personal growth in students of all backgrounds and abilities through innovative practices in both traditional and emerging learning environments; transfer pathways, career and technical education, developmental education, and support services prepare students for success in a dynamic and multicultural world.

PUBLIC COMMENTS – Individuals wishing to address the Citizens' Oversight Committee (COC) on a non-agenda item may do so during the Comments from the Public.

However, no action may be taken on an item, which is not on the agenda. The public is welcomed to address the COC on particular agenda items and may do so at the time it is presented. Guidelines for Comments from the Public will be as follows:

A maximum of 5 minutes will be allotted to each speaker with a maximum of 20 minutes to a subject area.

No disruptive conduct will be permitted at any Gavilan College Citizens' Oversight Committee meeting.

AGENDA ITEMS – Individuals wishing to have an item appear on the agenda must submit the request in writing to the Superintendent/President two weeks prior to the meeting. The COC Chair and Superintendent/President will determine what items will be included in the agendas.

Items listed under the Consent Agenda are considered to be routine and are acted on by the COC as one motion. There is no discussion of these items prior to COC vote unless a member of the COC, staff, or public requests those specific items are discussed and/or removed from the Consent Agenda. It is understood that the Administration recommends approval on all consent items. Each item on the Consent Agenda approved by the COC shall be deemed to have been considered in full and adopted as recommended.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Angie Oropeza at 408-848-4711. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the COC meeting.

Members of the public may inspect agenda documents distributed to the committee at the President's Office, SC130, during regular working hours, or at <http://www.gavilan.edu/board/agenda.php>

Please help keep Gavilan College a litter-free campus and preserve its park-like setting. Thank you.

**Gavilan Joint Community College District
Citizens' Oversight Committee Agenda**

February 24, 2014

Consent Agenda Item No. III.1.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Office of the President

SUBJECT: Minutes – November 25, 2013

Resolution:

Information Only

Action Item

Proposal:

That the Citizens' Oversight Committee approve minutes from the Citizens' Oversight Committee Meeting on November 25, 2013.

Background:

See attached.

Budgetary Implications:

None.

Follow Up/Outcome:

No further action required.

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Angie Oropeza, Recording Secretary

Agenda Approval: *Steven M. Kinsella*
Dr. Steven M. Kinsella, Superintendent/President

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
Citizens' Oversight Committee Meeting
November 25, 2013 – 6:00 p.m.
Gavilan College, 5055 Santa Teresa Boulevard, Gilroy, CA 95020
Student Center, North/South Lounges

MINUTES

I. CALL TO ORDER

1. Roll Call and Introductions

Committee Members Present: Jack Bachofer, Suzanne Bulle, Cindy Dalla, Tim Day,
Gene Sakahara, Ryan Shook

Committee Members Absent: Sandy Habr, Irma Rodriguez

Terry Newman, Interim Senior Director of Administrative Services
Angie Oropeza (recorder)

II. CONSENT AGENDA

1. Minutes – August 26, 2013

MSC (G.Sakahara/R.Shook) 6 ayes, 0 nays, to approve

III. APPROVAL OF AGENDA

MSC (S.Bulle/J.Bachofer) 6 ayes, 0 nays, to approve

IV. COMMENTS FROM THE PUBLIC

None

V. INFORMATION ITEM(S)

1. Item(s) presented at board meetings for information or approval by the Board of Trustees:

September, 2013

- Use of Portable Buildings at the Briggs Building Site in the City of Hollister
- Rodriguez Real Estate Services, LLC 2nd Amendment for Consulting Services Related to Campus and Off-Site Land Development Projects
- Measure E Bond Program Budget Alignment
- Citizens' Oversight Committee Renewal of Terms and Resignation

October, 2013

- Measure E Bond Quarterly Financial Status Report at June 30, 2013
- Approval for the Purchase of Wetland Mitigation Credits for the Parking Lot C Project

November, 2013

- Measure E Bond Quarterly Financial Status Report at September 30, 2013
- Citizens' Oversight Committee Renewal of Term
- Authorization of Allocation of Remaining Measure E. Funds
- BFGC-IBI Group Architecture and Planning Project Assignment Amendment (PAA)
- Development of Gavilan College Facilities

Terry Newman gave the following information in response to questions:

- The City of Hollister's plan does not allow the college to set up portable buildings in the general area of our present site. We continue to look for available sites for that will allow us to go up to 500 FTEs and qualify us as an educational center. We are currently at around 400 in FTEs with no room to grow.

- When the duck pond overflows and goes into drainage, it is considered a wetlands. The Board of Trustees approved the purchase of wetland mitigation credits in order to get the Parking Lot C expansion project done.
- The college has a process through program planning for budget items. The same shared governance process will be followed for instructional equipment and maintenance funds.

VI. DISCUSSION ITEM(S)

1. Update Measure E Activities

Terry Newman reviewed the list of projects coming up as follows:

- Lot C will be expanded to add another exit and help with traffic safety
- GECA will be expanding. Gilroy Unified will be covering all expansion and infrastructure costs. Portables 7 and 8 and possibly 10 will be closed for the summer. Discussions are currently underway to relocate the Student Success Center at a location for easy access.
- The old water tank will be removed and two new tanks will be installed and distribution lines replaced.
- We are now in permitting mode at Coyote Valley. The police academy will move there from Evergreen.
- We continue to work with environmental agencies in San Benito County.

VII. ACTION ITEM(s)

1. Set Next Meeting Date(s)

MSC (G.Sakahara/J.Bachofer) to meet February 24, 2014; 6 p.m.

VIII. CLOSING ITEMS

1. Adjournment

MSC (R.Shook/S.Bulle) to adjourn at 6:22 p.m.

**Gavilan Joint Community College District
Citizens' Oversight Committee Agenda**

February 24, 2014

Office of the President

Consent Agenda Item No.
Information/Staff Reports No. V.1.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Item(s) presented at Board meetings for information or approval by the Board of Trustees

- Resolution:
 Information Only
 Action Item

Proposal:
None

Background:
Information for items presented at Board meetings.

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

Agenda Approval: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

December

**Gavilan Joint Community College District
Governing Board Agenda**

December 10, 2013

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. 1. (f)

Administrative Services

SUBJECT: Lease-Purchase Agreement between Gilroy Unified School District and Gavilan Joint Community College District

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approve entering into a Lease-Purchase Agreement between Gilroy Unified School District and Gavilan Joint Community College District for the lease and sale of modular structures.

Background:

On February 14, 2006 the Board approved a document titled "Master Plan, February 14, 2006". The two-volume Facilities Master Plan and subsequent Status Update is the plan for the facilities portion of the Measure E Bond Program. Included in this Master Plan are a number of renovation projects. In 2006, the District purchased relocatable structures in order to provide adequate space during the construction period of the various renovation projects and for an early college high school to be developed in partnership with Gilroy Unified School District (GUSD).

The Gilroy Early College Academy (GECA) was established on the north end of Parking Lot C. An expansion to and reconfiguration of the current GECA facilities is being planned and GUSD wishes to purchase the relocatables that they have been using at that site since the inception of the program. The Lease-Purchase Agreement allows for repayment of the unamortized costs over 25 years. A copy of the agreement is included.

Budgetary Implications:

The college will receive payment of \$22,524.80 per year for a total of \$563,120 over 25 years. The payment will go back into Measure E projects.

Follow Up/Outcome:

If approved, the college will process the agreement.

Recommended By: Terry Newman, Interim Senior Director of Administrative Services

Prepared By: Terry Newman
Terry Newman, Interim Senior Director of Administrative Services

Agenda Approval: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

12/10/13
a. Ortega

LEASE-PURCHASE AGREEMENT

This Lease-Purchase Agreement ("Agreement") is entered into this 15th day of November, 2013 by and between Gavilan Joint Community College District, a California community college district ("Lessor"), and Gilroy Unified School District, a California public school district ("Lessee"). This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, Lessor is the fee owner of certain personal property generally described as ten (10) modular structures (hereinafter collectively referred to as "the Property" and individually as a "Modular") which are more particularly described and identified in Exhibit A (Property Schedule) attached hereto and incorporated herein by this reference.

WHEREAS, by a written Memorandum of Understanding dated December 14, 2006 ("MOU") the Lessor has afforded Lessee the right to use and the Property and certain real property ("GECA Site") situated on the Lessor's Gavilan College campus for purposes of conducting the Lessee's Gilroy Early College Academy at Gavilan College ("GECA"); the location of the GECA Site on the Gavilan College campus and the arrangement of the Property on the GECA Site are more particularly described in Exhibit B (GECA Site Map) attached hereto and incorporated herein by this reference.

WHEREAS, the Lessee desires to lease and purchase the Property from the Lessor and Lessor desires to lease and sell the Property to Lessee in accordance with the terms and condition of this Agreement.

WHEREAS, Lessor is authorized, pursuant to Education Code §81450.5, to sell the Property without providing the notice required by Education Code §81450, provided that the Property to be sold by the Lessor is no longer required for the Lessor's school purposes and the Property is sold to a California school district that has been afforded an opportunity to examine the Property to be sold.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Lessee and Lessor, the Lessee and Lessor agree as follows:

1. Lease and Purchase of Property. The Lessor leases and sells to Lessee, and the Lessee leases and purchases from the Lessor, the Property described in Exhibit A hereto upon the terms and conditions set forth in this Agreement.
 - 1.1. Title to Property. Provided that Lessee is not in default under this Agreement, during the Term of this Agreement, subject to Lessor's Security Interest, title to the Property and each Modular forming a part of the Property, along with all repairs, replacements or modifications thereto and proceeds thereof, shall be vest in Lessee.
 - 1.2. Security Interest.
 - 1.2.1. Lessee Grant of Security Interest. To secure performance of Lessee's obligations under this Agreement, Lessee grants to Lessor a Security Interest in and to the Property and each Modular forming a part of the Property, including repairs, replacements or modifications thereto and proceeds thereof. Prior to the Effective Date of this Agreement, Lessee shall execute and deliver to Lessor all necessary documents and instruments to evidence and perfect such Security Interest, including without limitation the UCC-1 Financing Statement in the form and content attached hereto as Exhibit D, amendments thereto and certificates of title evidencing Lessor's Security Interest thereon.
 - 1.2.2. Termination of Security Interest. The Security Interest of Lessor to any Modular shall terminate as of the date of Lessee's full payment of the Purchase Price allocated to a Modular, whether such full payment for a Modular occurs as a result of Lessee's payment of the Annual Rent or Lessee's accelerated payment for a Modular pursuant to Paragraph

3.7 of this Agreement.

1.2.3. Mutual Cooperation. Lessee and Lessor shall cooperate with the other to establish and perfect Lessor's Security Interest rights and termination of Lessor's Security Interest in a Modular upon Lessee's full payment of the Purchase Price for a Modular, including without limitation: (i) timely execution and delivery of instruments evidencing the Security Interest rights of Lessor or termination thereof; and (ii) taking such actions as reasonably necessary to perfect Lessor's Security Interests or termination of Lessor's Security Interests.

1.3. Property as Personal Property. All Property subject to this Agreement is and shall remain personal property and shall not be deemed to be affixed or attached to real property.

2. Lessee's Acceptance of Property.

2.1. Lessee Acknowledgments. Lessee acknowledges that: (i) Lessor has afforded Lessee the opportunity to examine the Property; (ii) Lessee and Lessee's consultants, contractors or others requested by Lessee to assist the Lessee in connection with the Lessee's lease and purchase of the Property have conducted such examinations of the Property as they deem prudent, necessary or appropriate; and (iii) Lessee accepts the Property in the "AS IS" condition with all faults and defects whether known, unknown, latent or patent as may exist as of the Effective Date; and (iv) Lessee accepts the Property in their "WHERE IS" location.

2.2. Lessor Representations. Lessor has not made and is not making, and Lessee, in executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements of the Lessor relating to the Property, except as expressly set forth in this Agreement. Lessor's representations relating to the Property are limited to the following: (i) fee title to the Property is held by Lessor free and clear of claims, liens or encumbrances; and (ii) subject to ratification of this Agreement by the Governing Board of Lessor, Lessor has the full right, power and authority to enter into this Agreement and to sell the Property to the Lessee upon the terms and conditions set forth herein. Except as expressly set forth above, there are not other warranties or representations of Lessor to Lessee relating to the Property or Lessee's purchase thereof.

3. Annual Rent and Lessee's Purchase of the Property.

3.1. Annual Rent. The Rent due from Lessee for each year of the Term of this Agreement is the sum of Twenty Two Thousand Five Hundred Twenty Four Dollars and Eighty Cents (\$22,524.80) ("Annual Rent") which is allocated and applied to the Annual Rent due from Lessee for each Modular as set forth below. The aggregate Annual Rent due from Lessee over the Term of this Agreement is Five Hundred Sixty Three Thousand, One Hundred Twenty Dollars (\$563,120). Lessor and Lessee agree that the Annual Rent payments and other amounts payable from Lessee under this Agreement are not in excess of the total fair rental value of the Property. In making such determination, consideration has been given to the cost of acquiring and financing the Property, the uses and purposes served by the Property and the benefits therefrom that will accrue to the Parties by reason of this Agreement and to the general public by reason of Lessee's lease, use and occupancy of the Property.

Modular ID Nos.	Manufacturer	Serial Number	DSA No.	Annual Rent
PB9	Enviro Plex, Inc.	8461-63	DSA-02-108644	\$6,171.79
PB10	Enviro Plex, Inc.	8464	DSA-02-108644	\$2,432.67
PB11	Enviro Plex, Inc.	8454, 8465-68	DSA-02-108644	\$6,329.47
PB12	American Modular Systems	01-555-007A, 01-555-007B	DSA-01-103799	\$675.75
PB13	American Modular Systems	01-555-18A, 01-	DSA-01-103799	\$675.75

		555-18B		
PB14	Modtech Inc.	15138-39	DSA-A61641	\$675.75
PB15	Enviro Plex, Inc.	8471-72	DSA-02-108644	\$2,117.33
PB16	ModTech Inc.	15136-37	DSA-A61641	\$675.74
PB17	Enviro Plex, Inc.	8469-70	DSA-02-108644	\$2,094.81
PB18	ModTech Inc.	15144-45	DSA-A61641	\$675.74
			Total Annual Rent	\$22,524.80

- 3.2. Interest and Late Charges. If Lessee fails to deliver to Lessor each Annual Rent Payment, when due, Lessee shall be subject to interest and late charges as set forth herein. Each late payment of an Annual Rent Payment shall be subject to a lump sum late charge in the amount of Two Thousand Five Hundred Dollars (\$2,500). In addition to the foregoing late charge, if an Annual Rent Payment is not delivered in full to the Lessor within thirty (30) days of the date such Annual Rent Payment is due, the unpaid amount of each Annual Rent Payment shall bear interest at the rate of ten percent (10%) per annum, from the date due until payment in full is made.
- 3.3. Payment of Annual Rent.
- 3.3.1. Due Date of Annual Rent Payment. Each Annual Rent payment shall be paid by Lessee to Lessor in advance on or before the anniversary of the Effective Date of this Agreement. The first (1st) Annual Rent Payment is due from Lessee to Lessor the first day of the calendar month after the Effective Date of this Agreement; each subsequent Annual Rent Payment shall be due on the anniversary of Effective Date of this Agreement. Each Annual Rent payment shall be in consideration for Lessee's use, occupancy and possession of the Property for the ensuing twelve (12) months (the "Lease Year").
- 3.3.2. Application of Annual Rent Payments. Each Annual Rent Payment will be credited first to any accrued late charges or interest on late Annual Rent Payments and then proportionately to the Annual Rent due for each Modular, as set forth above.
- 3.3.3. Lessee Delivery of Annual Rent Payments. Annual Rent and other payments due from Lessee under this Agreement shall be made when due without demand, offset or deduction in lawful money of the United States to the Lessor at: Gavilan College, 5055 Santa Teresa Boulevard, Gilroy, California 95020 or such other place as Lessor may designate from time-to-time.
- 3.4. Lessee Conditional Obligations. Lessee's obligation to make payments of the Annual Rent and any additional amount payable by Lessee under this Agreement constitutes a then current obligation of Lessee payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Nothing contained herein constitutes a pledge of the general tax revenues or general funds of Lessee or an obligation for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation.
- 3.5. Lessee Covenant to Budget and Appropriate For Annual Rent. Lessee covenants to take such action as may be necessary to include all Annual Rent due under this Agreement in each of its budgets during the Term of this Agreement and to make the necessary annual appropriations for all Annual Rent payments. During the Term of this Agreement, Lessee will furnish to the Lessor, if so requested by Lessor, copies of each proposed budget of Lessee within three (3) days after it is placed on an agenda for consideration and adoption by Lessee's Governing Board. During the Term of this Agreement, Lessee shall deliver to Lessor a copy of the final budget adopted by the Lessee's Governing Board within three (3) days of such action by Lessee's Governing Board.
- 3.6. Lessee Purchase of Property. Upon Lessee's payment of the Annual Rent due during the Term of this Agreement and performance of other obligations of Lessee under this Agreement,

Lessee shall have fully paid the Purchase Price for the Property. At such time, Lessor shall release its Security Interest in the Property and take such other actions reasonably requested by Lessee to effectuate and perfect Lessee's ownership rights to the Property.

- 3.7. Lessee Option to Accelerate Property Purchase. At the option of Lessee, upon no less than thirty (30) days advance written notice to Lessor ("Acceleration Notice"), and provided that no Event of Lessee Default has occurred as of the date of Lessee's Acceleration Notice, Lessee may purchase all the Property or specific Modulares, as described in the Acceleration Notice. Within thirty (30) days of the date of the Acceleration Notice, Lessee shall make payment in full to Lessor of the balance of the Purchase Price of the Property subject to an Acceleration Notice. The amount due for Lessee's purchase of any Modular shall be the difference between the Annual Rent previously made by Lessee and allocated to the Modular subject to an Acceleration Notice and the Purchase Price due for such Modular, as set forth below. If Lessee exercises the option to accelerate payment of the Purchase Price for any Modular, upon payment in full of the then remaining balance of the Purchase Price due for a Modular, this Agreement and the related Security Interest shall terminate as to such Modular(s), but shall remain in full force and effect, without modification as to the balance of the Property.

Modular ID Nos.	Manufacturer	Serial Number	DSA No.	Purchase Price
PB9	Enviro Plex, Inc.	8461-63	DSA-02-108644	\$154,286.40
PB10	Enviro Plex, Inc.	8464	DSA-02-108644	\$61,034.40
PB11	Enviro Plex, Inc.	8454, 8465-68	DSA-02-108644	\$158,234.40
PB12	American Modular Systems	01-555-007A, 01-555-007B	DSA-01-103799	\$16,968.00
PB13	American Modular Systems	01-555-18A, 01-555-18B	DSA-01-103799	\$16,968.00
PB14	Modtech Inc.	15138-39	DSA-A61641	\$16,968.00
PB15	Enviro Plex, Inc.	8471-72	DSA-02-108644	\$52,762.40
PB16	ModTech Inc.	15136-37	DSA-A61641	\$16,968.00
PB17	Enviro Plex, Inc.	8469-70	DSA-02-108644	\$51,962.40
PB18	ModTech Inc.	15144-45	DSA-A61641	\$16,968.00

4. Term. The Term of this Agreement is twenty five (25) years, commencing as of the Effective Date, unless earlier terminated pursuant to the terms hereof or Lessee's accelerated payment in full of the Purchase Price for the Property or a Modular forming a part of the Property. If Lessee exercises its right hereunder to accelerate payment in full for a Modular, this Agreement shall terminate as to such Modular as of the date of Lessee's full payment of the Purchase Price allocated to a Modular, but the Agreement and the rights and obligations of Lessee and Lessor hereunder shall survive and continue with respect to all other Property.
5. Lessee's Use and Occupancy of Property. During the Term of this Agreement, Lessee's use and occupancy of the Property shall be subject to all of the following:
- 5.1. GECA. The Property shall be used solely and exclusively for the Lessee's GECA program conducted on the GECA Site.
- 5.2. Prohibition on Removal of Property from GECA Site. Lessee shall not, and shall not permit, the Property or any Modular forming a part of the Property to be removed from the GECA Site

without the prior written consent of Lessor, which may be granted, conditioned or denied in the sole and exclusive discretion of the Lessor. Lessee's request for the Lessor's consent to remove the Property or a Modular shall be in writing and shall include at least the following: (i) verification that the Property or Modular proposed to be removed from the GECA Site is not necessary for operation and functioning of the GECA Program on the GECA Site; (ii) whether the Property or Modular proposed for removal from the GECA Site will be used by the Lessee or will be sold, leased, rented, used or occupied by a third party; and (iii) confirmation that Lessee will make payment in full of the remaining balance of the Purchase Price allocated to the Property or Modular to be removed from the GECA Site within ten (10) days of the Lessor's consent if after the removal from the GECA Site, the Property or Modular will be not be used by the Lessee. If removal of the Property or any Modular from the GECA Site is for the purpose of Lessee's sale, rental, lease or other agreement by the Lessee permitting a third party to use or occupy all or any portion of such Property or Modular, an express condition precedent to Lessor's consent to remove such Property or Modular from the GECA Site is the Lessee's written confirmation that payment in full of the remaining balance of the Purchase Price allocated to such Property or Modular will be made to the Lessor within ten (10) days of the Lessor's consent.

5.3. Relocation of Property Within GECA Site. Lessee shall not relocate or modify configuration of the Modulares within the GECA Site existing as of the Effective Date of this Agreement without the prior consent of Lessor. Consent of Lessor shall be in the sole discretion of Lessor and shall be subject to: (i) Lessee's compliance with requirements of this Agreement relating to Alterations to the Property; (ii) Lessee's compliance with all legal, administrative and regulatory requirements relating to Lessee's proposed relocation of Property within the GECA Site; and (iii) Lessee's establishment to the reasonable satisfaction of Lessor that relocation of Property within the GECA Site supports or enhances the GECA Program conducted by Lessee on the GECA Site.

5.4. Maintenance. As of the date of this Agreement and until the Purchase Price is paid in full, the Lessee shall be solely and exclusively responsible for maintaining, repairing and otherwise keeping in good order and operational the Property and each Modular forming a part of the Property. The foregoing shall include without limitation, scheduled maintenance in accordance with manufacturer recommendations and repairs of: (i) structural systems or components, including windows, roofs, walls and floors; and (ii) building systems, including electrical power, HVAC, water, and telecommunications/data.

5.5. Alterations.

5.5.1. Lessor Consent. Lessee shall make no alterations, additions or improvements (collectively "Alterations") to the Property or any Modular forming a part of the Property without prior consent and approval of Lessor, which may be granted, conditioned or denied in the sole discretion of Lessor. Prior to Lessee making any Alterations to any of the Property, Lessee shall submit a written request to Lessor setting forth a detailed description of the proposed Alterations ("Alteration Notice"). If required by the nature or scope of the proposed Alterations, the Alteration Notice shall include design documents prepared by a California licensed architect or a California registered engineer which sets forth the scope and requirements of the proposed alteration, addition or improvement. Any Alterations to any of the Property completed without prior notice to the Lessor and consent of the Lessor shall be subject to removal from the GECA Site upon direction of the Lessor to Lessee. All costs, fees and expenses relating to removal of any unauthorized Alterations shall be borne solely by the Lessee.

5.5.2. Permits and Approvals. Notwithstanding consent of the Lessor to any proposed Alterations, the Lessee shall obtain all permits, authorizations or other approvals issued by public authorities with jurisdiction over any portion of the proposed Alterations. All Alterations completed by Lessee shall be in compliance with all legal, administrative and

regulatory requirements relating thereto, including without limitation approvals, permits or authorizations of DSA to proposed Alterations.

5.5.3. Lessee Indemnity of Lessor. If Lessor consents to any Alterations, the Lessee shall defend, hold harmless and indemnify the Lessor and the Lessor's employees, officers, Board of Trustees, members of the Board of Trustees, agents and representatives ("Indemnified Parties") from and against any claim, demand, damage, liability, obligation, action, cause of action, proceeding, costs or fees arising out of or related in any manner to Alterations.

5.6. Compliance With Laws. Lessee's use and occupancy of the Property shall at all times be in compliance with all applicable laws, ordinances, rules or regulations. The foregoing includes without limitation, completion of Change of Registered Ownership of the Property with the California Department of Housing and Community Development.

6. Ratification and Effectiveness of Agreement.

6.1. Governing Boards Ratification or Approval. Lessor and Lessee shall each cause an agenda item to be placed on the first regularly scheduled public meeting of their respective Governing Boards after the date of this Agreement for their Governing Boards to consider and take action ratifying or approving this Agreement and authorizing their respective employees take actions necessary to implement this Agreement.

6.2. Effective Date. The Effective Date of this Agreement shall be the first day of the calendar month after both Governing Boards of Lessee and Lessor have ratified or approved this Agreement.

7. Lessee Insurance. Until Purchase Price is paid in full to Lessor, Lessee shall obtain and maintain property casualty insurance covering the risk of loss by fire, theft and physical damage to the Property which incorporate the following terms: (i) full replacement value coverage of the Property and each Modular forming a part of the Property; (ii) the policy will not be cancelled or materially modified without at least thirty (30) days advance written notice to Lessor; (iii) the policy will not be allowed to expire without at least thirty (30) days advance written notice to Lessor; and (iv) Lessor is a loss payee. Lessee shall deliver to Lessor Certificates of Insurance evidencing such insurance coverage. Lessee may obtain required insurance from commercial insurers or a through a self-insurance Joint Powers Authority to which Lessee is a member

8. Lessee Release of Lessor. Except for the Lessor's obligations arising under this Agreement, Lessee releases the Lessor and the Lessor's employees, officers, Board of Trustees, individual members of Lessor's Board of Trustees, agents and representatives from all liabilities, actions, causes of action, proceedings, demands, damages, costs and fees (including attorneys fees) which the Lessee had, now has or may have, arising out of or related in any manner to the Property or Lessee's lease and purchase of the Property. Lessee acknowledges that Civil Code §1542 provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

In connection with the foregoing release of Lessor, Lessee waives all rights under Civil Code §1542 and amendments thereto after the date of this Agreement.

9. Lessee Right To Terminate.

9.1. Termination for Non-Appropriation of Annual Rent. Notwithstanding any provision of this Agreement to the contrary, Lessee shall have the right to terminate this Agreement, Lessee's

right to use, occupy and possess the Property and Lessee's obligation to make payments of the Annual Rent by written notice to Lessor if the Governing Board of Lessee fails or refuses to appropriate funds in any annual budget of Lessee to make payment of the next installment of Annual Rent due from Lessee ("Lessee Termination Notice"). The Lessee Termination Notice shall be accompanied by written materials evidencing the failure or refusal of Lessee's Governing Board to appropriate funds in the annual budget of Lessee to pay the next installment of Annual Rent due from Lessee. Except as set forth herein, there is no other right of Lessee to terminate this Agreement or Lessee's obligation to make payments of the Annual Rent.

9.2. Termination of Agreement. If Lessee exercises the right to terminate this Agreement pursuant to the foregoing, this Agreement shall be deemed terminated as of the expiration of the remaining balance, if any, of the then current Lease Year. If there is no remaining balance of the then current Lease Year as of the date of Lessee's issuance of the Lessee Termination Notice, this Agreement shall be deemed terminated ten (10) days after the date of the Lessee Termination Notice.

9.3. Lessee Obligations Upon Issuance of Lessee Termination Notice. Upon issuance of a Lessee Termination Notice, Lessee shall be responsible, at its sole cost and expense to: (i) remove all furniture, fixtures, equipment and other items of personal property not owned by Lessor from the Property; (ii) return the Property to the condition existing as of the commencement of this Agreement, reasonable wear and tear excepted; (iii) dismantle and deliver the Property to a location within a one hundred (100) mile radius of the GECA Site, as directed by Lessor; and (iv) cooperate with Lessor and take such actions necessary to effectuate change of ownership in the Property from Lessee to Lessor.

10. Lessee Default; Lessor Remedies. The following are events of Lessee default: (i) failure to make Annual Payment when due; (ii) failure to make payment of the Annual Rent or other payments when due; (iii) failure to fully, faithfully and timely complete other obligations of the Lessee under this Agreement; or (iv) Lessee seeks relief under any bankruptcy or insolvency laws. Upon occurrence of a Lessee Default, in addition to all other rights and remedies of the Lessor arising by operation of law, the Lessor may: (i) take immediate possession of the Property and to enter the premises on which the Property is located for purpose of taking possession of the Property; (ii) give Lessee reasonable notice of the time and place of any public sale of the Property or the time after which any private disposition of the Property is to be made; (iii) dispose of the Property in accordance with the notice provided to Lessee; (iv) apply the proceeds of Property disposition first to the reasonable expenses of re-taking, holding and preparing the Property for disposition and attorneys fees, second to satisfaction of the obligations secured by the Security Interest, third to any subordinate security interest or lien in the Property and fourth any remaining surplus to the Lessee. Notwithstanding any other right or remedy of Lessor arising out of a Lessee Default established by operation of law, the foregoing are the sole and exclusive rights and remedies of Lessor in the event of Lessee Default.

11. Modification of MOU. The MOU is modified and amended by this Agreement by deleting all references and provisions in the MOU relating to Lessee's use and occupancy of the Property. Except as set forth above, no other term, condition or covenant of MOU is modified or amended by this Agreement.

12. Miscellaneous.

12.1. Governing Law; Interpretation. This Agreement shall be governed by and interpreted pursuant to California law. This Agreement shall be construed as a whole and not strictly for or against either Lessor or Lessee.

12.2. Enforcement of Agreement. This Agreement shall be binding and enforceable against

Lessee or Lessor only if ratified by the Governing Boards of both Lessee and Lessor.

- 12.3. Time of Essence. Time is of the essence to performance and completing performance of obligations hereunder.
- 12.4. Authority. Each individual executing this Agreement on behalf of Lessee or Lessor warrants and represents that she/he is duly authorized to execute this Agreement on behalf of Lessee or Lessor and to commit Lessee or Lessor to the terms hereof.
- 12.5. Notices. Notices of Lessee and Lessor to the other shall be delivered by: (i) personal delivery; (ii) overnight other courier service requiring a signature upon receipt; or (iii) registered or certified United States Mail, return receipt requested, with postage fully prepaid. Notices delivered by personal deliver or courier service shall be effective upon delivery and receipt. Notices delivered by United States mail shall be effective the third (3rd) working day after deposit in the United States mail, as evidenced by the postmark. Notices shall be addressed as follows:

If to Lessor
 President/Superintendent
 Gavilan Joint Community
 College District
 5055 Santa Teresa Boulevard
 Gilroy, California 95020

If to Lessee
 Superintendent
 Gilroy Unified School District
 7810 Arroyo Circle
 Gilroy, California 95020

- 12.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original, but all of which taken together constitute the same instrument.
- 12.7. Entire Agreement. This Agreement and the following constitute all of the documents forming a part of this Agreement and reflect the entire understanding of Lessee and Lessor relating to the subject matter hereof, superseding and replacing all prior agreements, the MOU or understandings relating to the subject matter hereof. This Agreement shall not be amended except by: (i) written instrument duly executed by authorized employees of Lessee and Lessor; and (ii) ratification of such written amendments by the Governing Boards of Lessee and Lessor. The following documents form a part of this Agreement:

- | | |
|-----------|---------------------------|
| Exhibit A | Property Description |
| Exhibit B | GECA Site Map |
| Exhibit C | Property Valuation |
| Exhibit D | UCC 1 Financing Statement |

IN WITNESS HEREOF, Lessee and Lessor have executed this Agreement as of the date set forth above.

Lessor
 Gavilan Joint Community College District

Lessee
 Gilroy Unified School District

By: _____

By: _____

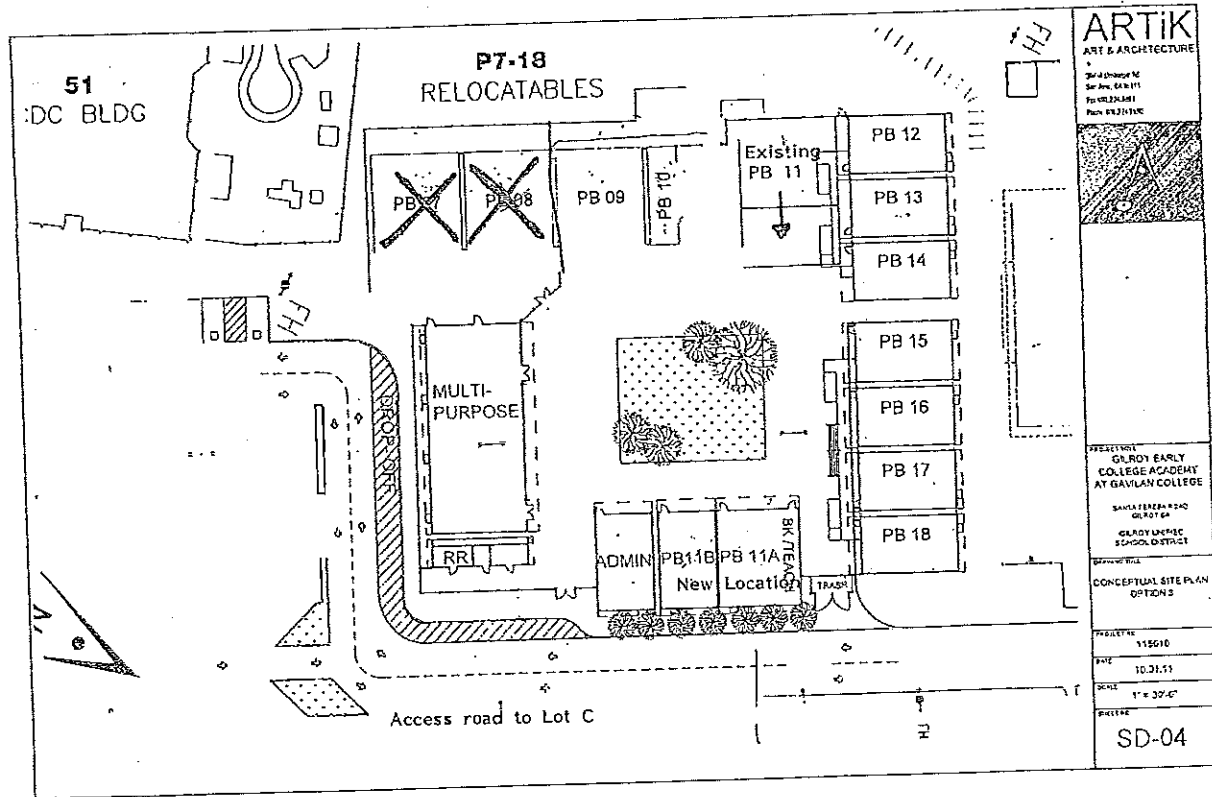
Title: _____

Title: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

Modular Id Nos.	DSA No.	Manufacturer	Manufacturer Serial Numbers
PB9	DSA-02-108644	Enviro Plex, Inc.	8461-63
PB10	DSA-02-108644	Enviro Plex, Inc.	8464
PB11	DSA-02-108644	Enviro Plex, Inc.	8454, 8465-68
PB12	DSA-01-103799	American Modular Systems	01-555-007A, 01-555-007B
PB13	DSA-01-103799	American Modular Systems	01-555-18A, 01-555-18B
PB14	DSA-A61641	Modtech Inc.	15138-39
PB15	DSA-02-108644	Enviro Plex, Inc.	8471-72
PB16	DSA-A61641	ModTech Inc.	15136-37
PB17	DSA-02-108644	Enviro Plex, Inc.	8469-70
PB18	DSA-A61641	ModTech Inc.	15144-45

**EXHIBIT B
GECA SITE MAP**



The GECA Site Map is only for the purpose of generally identifying the existing locations of the Modulares (and the relocation of Modular PB 11). The buildings identified as "Multi-Purpose" and "RR" adjacent to the "drop-off" zone are not part of the Modulares subject to the Agreement; these buildings are to be acquired by Lessee from sources other than Lessor. Improvements depicted in the GECA Site Map are not existing and not the responsibility of Lessor to complete or install.

**EXHIBIT C
PROPERTY VALUATION**

Modular ID Nos.	Manufacturer	Serial Number	DSA No.	Purchase Price	% of Total Purchase Price
PB9	Enviro Plex, Inc.	8461-63	DSA-02-108644	\$154,286.40	27.4%
PB10	Enviro Plex, Inc.	8464	DSA-02-108644	\$61,034.40	10.8%
PB11	Enviro Plex, Inc.	8454, 8465-68	DSA-02-108644	\$158,234.40	28.1%
PB12	American Modular Systems	01-555-007A, 01-555-007B	DSA-01-103799	\$16,968.00	3%
PB13	American Modular Systems	01-555-18A, 01-555-18B	DSA-01-103799	\$16,968.00	3%
PB14	Modtech Inc.	15138-39	DSA-A61641	\$16,968.00	3%
PB15	Enviro Plex, Inc.	8471-72	DSA-02-108644	\$52,762.40	9.4%
PB16	ModTech Inc.	15136-37	DSA-A61641	\$16,968.00	3%
PB17	Enviro Plex, Inc.	8469-70	DSA-02-108644	\$51,962.40	9.3
PB18	ModTech Inc.	15144-45	DSA-A61641	\$16,968.00	3%
				\$563,120.00	100%

EXHIBIT D UCC 1 FINANCING STATEMENT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Gavilan Joint Community College District

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Terry Newman
Gavilan Joint Community College District
5055 Santa Teresa Boulevard
Gilroy, California 95020

Print

Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME				
OR Gilroy Unified School District				
1b INDIVIDUAL'S LAST NAME				
FIRST NAME		MIDDLE NAME		SUFFIX
1c MAILING ADDRESS				
.7810 Arroyo Circle		CITY Gilroy	STATE CA	POSTAL CODE 95020
		COUNTRY USA		
ADDITIONAL INFO RE ORGANIZATION DEBTOR		1d TYPE OF ORGANIZATION	1e JURISDICTION OF ORGANIZATION	1g ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME				
OR				
2b INDIVIDUAL'S LAST NAME				
FIRST NAME		MIDDLE NAME		SUFFIX
2c MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
		COUNTRY		
ADDITIONAL INFO RE ORGANIZATION DEBTOR		2d TYPE OF ORGANIZATION	2e JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME				
OR Gavilan Joint Community College District				
3b INDIVIDUAL'S LAST NAME				
FIRST NAME		MIDDLE NAME		SUFFIX
3c MAILING ADDRESS				
5055 Santa Teresa Boulevard		CITY Gilroy	STATE CA	POSTAL CODE 95020
		COUNTRY USA		

4 THIS FINANCING STATEMENT covers the following collateral:

Gavilan Portable ID Nos.	Serial Numbers	DSA No.	Manufacturer
PB9	8461-63	DSA-02-108644	Enviro Plex, Inc.
PB10	8464	DSA-02-108644	Enviro Plex, Inc.
PB11	8454, 8465-68	DSA-02-108644	Enviro Plex, Inc.
PB12	01-555-007A, 01-555-007B	DSA-01-103799	American Modular Systems
PB13	01-555-18A, 01-555-18B	DSA-01-103799	American Modular Systems
PB14	15136-39	DSA-A61641	Modtech Inc.
PB15	8471-72	DSA-02-108644	Enviro Plex, Inc.
PB16	15136-37	DSA-A61641	ModTech Inc.
PB17	8469-70	DSA-02-108644	Enviro Plex, Inc.
PB18	15144-45	DSA-A61641	ModTech Inc.

5 ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BALANCE/ALOR SELLER/BUYER AS LIEN NON-UCC FILING

6 THIS FINANCING STATEMENT IS TO BE FILED (OR RECORDED) IN THE REAL ESTATE RECORDS. Attach Addendum (if applicable) 7 Check to REQUEST SEARCH REPORT(S) on Debtors) by Debtor Debtor 1 Debtor 2 (optional) [ADDITIONAL FEE]

8 OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) - CALIFORNIA (REV. 01/01/08)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION NAME
 Gilroy Unified School District

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID#, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a future filing

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

16. Additional collateral description:

17. Check only if applicable and check only one box
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction - effective 30 years
 Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) - CALIFORNIA (REV. 01/01/08)

January

**Gavilan Joint Community College District
Governing Board Agenda**

January 14, 2014

Consent Agenda Item No. 6.(d)
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Office of the President

SUBJECT: Citizens' Oversight Committee Resignation

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board approve the resignation of Citizens' Oversight Committee member, Irma Rodriguez, who served December 6, 2010 to December 4, 2013.

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Dr. Steven M. Kinsella, Superintendent/President

Agenda Approval: *Steven M. Kinsella*
Dr. Steven M. Kinsella, Superintendent/ President

APPROVED BY THE BOARD OF SUPERVISORS

DATE 1/14/14

A. Omosega

**Gavilan Joint Community College District
Governing Board Agenda**

January 14, 2014

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. 2.(g)

Administrative Services

SUBJECT: Measure E Bond Program Budget Alignment

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approve the attached Measure E Bond Budget Alignment.

Background:

Attached is a matrix titled "Measure E Bond Budget Alignment, December 2013" summarizing recommended changes within the Measure E program.

On November 12, 2013 the Board of Trustees approved allocating \$1.4 million of Measure E funds for state matched Instructional Equipment and Scheduled Maintenance expenditures. In addition, we are ready to implement Phase 2 of the technology and computer upgrade replacement projects. These items are reflected as proposed budget adjustments

Budgetary Implications:

Changes to the Measure E budget are needed to accommodate expenditure needs of various projects. The efficient use of Measure E funding.

Follow Up/Outcome:

Recommended By: Terry Newman, Interim Senior Director of Administrative Services

Prepared By: Terry Newman
Terry Newman, Interim Senior Director of Administrative Services

Agenda Approval: Dr. Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

1/14/14
a. Overea

Org Code	PROJECT	Approved Budget as of September 2013	Proposed Budget Adjustment	Proposed Budget	Balance as of January 1, 2014 (not final)
660360	Program				
660560	Planning - District	\$ 300,000	\$ -	\$ 300,000	\$ 202,490
660560	Planning - Main Campus	\$ 4,949,686	\$ -	\$ 4,949,686	\$ 358,604
662260	Coyote Valley Ed Center (Planning)	\$ 50,000	\$ -	\$ 50,000	\$ 36,415
663260	Hollister Ed Center (Planning)	\$ 50,000	\$ -	\$ 50,000	\$ 41,775
660060	Program Contingency	\$ 5,798,211	0	\$ 5,798,211	\$ 5,798,211
662060	Land Acquisition				
663060	Coyote Valley Prop (Property/Develop.)	\$ 21,324,060		\$ 21,324,060	\$ 301,157
664060	San Benito Prop (Property/Develop.)	\$ 9,838,755		\$ 9,838,755	\$ 644,063
664060	Land Residual	\$ 2,863,885		\$ 2,863,885	\$ 2,863,885
665060	Local funds-Offsite Development	\$ 5,216,514	\$ (1,786,000)	\$ 3,430,514	\$ 5,146,516
670560	Physical Education Bldg.	\$ 7,539,164		\$ 7,539,164	\$ 7,535,664
680560	Water Replacement Project	\$ 500,000		\$ 500,000	\$ 431,419
671660	GECA Relocation Parking Lot C	\$ 1,500,000		\$ 1,500,000	\$ 1,187,154
671260	Student Center Beam Replacement	\$ 186,000		\$ 186,000	\$ 519
671460	South County Airport Development	\$ 2,600,000		\$ 2,600,000	\$ 2,496,750
670360	Electrical Service Loop	\$ 150,000		\$ 150,000	\$ (5,181)
670260	HVAC Control Replacement	\$ 200,000		\$ 200,000	\$ (210,645)
671360	Demo CJ500, Old Acad. PB, Rebuild	\$ 300,000		\$ 300,000	\$ 300,000
680660	Technology, Phase 2		\$ 100,000	\$ 100,000	
680760	Computer Replacement, Phase 2		\$ 250,000	\$ 250,000	
672360	Scheduled Maint (match FY 13/14)		\$ 259,000	\$ 259,000	
672460	Instructional Equip (match FY13/14)		\$ 677,000	\$ 677,000	
672560	Scheduled Maint (match FY 14/15)		\$ 150,000	\$ 150,000	
672560	Instructional Equip (match FY14/15)		\$ 350,000	\$ 350,000	
670960	Library/Media			\$ -	
670760	Student Center/Administration	\$ -		\$ -	
670260	Interim Housing Swing Space	\$ 4,416,466		\$ 4,416,466	\$ -
670060	Infrastructure	\$ 8,036,484		\$ 8,036,484	\$ -
670360	Math, Physical, Life Science	\$ 6,081,010		\$ 6,081,010	\$ -
670660	Humanities, Art & Music	\$ 4,398,348		\$ 4,398,348	\$ -
670860	Cosmo/Business	\$ 3,903,843		\$ 3,903,843	\$ -
671160	Security / Maintenance	\$ 1,432,750		\$ 1,432,750	\$ -
671060	Social Science	\$ 3,917,858		\$ 3,917,858	\$ (118)
670460	Occupational Education	\$ 4,706,936		\$ 4,706,936	\$ (1)
671260	Cafeteria Renovation & HVAC	\$ 217,419		\$ 217,419	\$ -
671360	Parking Lot/ Campus Lighting	\$ 4,437,518		\$ 4,437,518	\$ (119)
680160	Technology/ERP	\$ 3,511,130		\$ 3,511,130	\$ -
680360	Computer/Phone System	\$ 1,111,676	\$ (300)	\$ 1,111,376	\$ 300
670160	Tennis Courts	\$ 111,859		\$ 111,859	\$ (923)
680460	Existing Well Replacement	\$ 70,947		\$ 70,947	\$ -
	Debt Payment	\$ 3,625,796		\$ 3,625,796	\$ -
	Totals	\$ 113,346,315	\$ (300)	\$ 113,346,015	\$ 27,127,935

INCOME:	
Bond Revenue	\$ 108,000,000
Interest Income (as of 06/30/13)	\$ 5,136,768
Reimbursement of Bond Expenses; cost of issuance	\$ (288,497)
Agricultural lease (as of 06/30/13)	\$ 4,613
Parking Fund Contribution FY 07-08	\$ 250,000
Scheduled Maintenance Contribution FY 08-09	\$ 217,138
Subtotal:	\$ 113,320,022
Forecasted Interest (FY 13-14)	\$ 100,000
Total:	\$ 113,420,022

Balance:	\$ 73,707
-----------------	------------------

February

Gavilan Joint Community College District Governing Board Agenda

February 11, 2014

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

6. (g)

Administrative Services

SUBJECT: Measure E Bond Quarterly Financial Status Report at December 31, 2013

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees review the Measure E Bond Quarterly Financial Status Report

Background:

Attached is the Measure E Bond Quarterly Preliminary Financial Status Report for the period October 1, 2013 to December 31, 2013. The column titled "Budget" is based on the Board approved Measure E Master Budget as of January 14, 2014. The expenditures are accounted for on a cash basis during the fiscal year; during year end some accrued expenses are included in the amounts.

Budgetary Implications:

The efficient use of Measure E Bond Program Funds.

Follow Up/Outcome:

Continue to monitor the Measure E Bond program finances.

Recommended By: Susan Cheu, Chief Financial Officer

Prepared By: *Susan Cheu*
Susan Cheu, Chief Financial Officer

Agenda Approval: *Steven M. Kinsella*
Dr. Steven M. Kinsella, Superintendent/President

APPROVED BY THE BOARD
DATE: *2/11/14*
a. Ortopa

Gavilan Joint Community College District
 Measure E Bond Quarterly Financial Status Interim Report
 Received and Expended to Date for Qtr 2 Fiscal Year 2013-2014 (10/01/2013 -12/31/2013)
 Based on Board Approved December 2013 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
Revenue					
<u>Proceeds from Bond Sales</u>			\$ 108,000,000		
Cost of Issuance			\$ (255,000)		
Total Proceeds from Bond Sales			\$ 107,745,000		
Bond Implementation Costs			\$ (188,623)		
<u>Reimbursement of Bond Expenses</u>			\$ 164,456		
Premium Adjustment			\$ (13,175)		
<u>Agricultural Lease</u>			\$ 6,920		
<u>Bond Interest</u>	Fiscal Year 2003-04		\$ 9,988		
	Fiscal Year 2004-05		\$ 562,662		
	Fiscal Year 2005-06		\$ 1,045,177		
	Fiscal Year 2006-07		\$ 976,676		
	Fiscal Year 2007-08		\$ 1,281,565		
	Fiscal Year 2008-09		\$ 735,130		
	Fiscal Year 2009-10		\$ 100,247		
	Fiscal Year 2010-11		\$ 62,460		
	Fiscal Year 2011-12		\$ 204,720		
	Fiscal Year 2012-13		\$ 158,143		
	Fiscal Year 2013-14		\$ 29,138.13		
	Subtotal Bond Interest		\$ 5,165,906		
<u>Parking Fund Contribution</u>	Fiscal Year 2007-08		\$ 250,000		Non Measure "E" Fund
<u>Scheduled Maintenance Contribution</u>	Fiscal Year 2008-2009		\$ 217,138		Non Measure "E" Fund
Total Revenue			\$ 113,347,623		

Expenditures

1 Program

660360 - Planning - District		\$ 300,000			
	Total Costs through 9/30/2013		\$ 85,552		
	5810 - Legal Services		\$ 702		
	5831 - Contracted Services		\$ 11,256		
	Total Costs through 12/31/2013		\$ 97,510	\$ 202,490	
660560 - Planning - Main Campus		\$ 4,949,686			
	Total Costs through 9/30/2013		\$ 4,591,082		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ 4,591,082	\$ 358,604	
662260 - Coyote Valley Ed Center		\$ 50,000			
	Total Costs through 9/30/2013		\$ 10,885		
	5810 - Legal Services		\$ 2,700		
	Total Costs through 12/31/2013		\$ 13,585	\$ 36,415	
663260 - Hollister Ed Center		\$ 50,000			
	Total Costs through 9/30/2013		\$ 8,225		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ 8,225	\$ 41,775	
Subtotal Program		\$ 5,349,686	\$ 4,710,402	\$ 639,284	
Program Contingency		\$ 5,798,211			
	Total Costs through 9/30/2013		\$ -		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ -	\$ 5,798,211	

APPROVED BY THE BOARD OF TRUSTEES

DATE 2/11/14

a. Ortega

Gavilan Joint Community College District
Measure E Bond Quarterly Financial Status Interim Report
Received and Expended to Date for Qtr 2 Fiscal Year 2013-2014 (10/01/2013 -12/31/2013)
Based on Board Approved December 2013 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
2 Land Acquisition					
662060/662160 - Land Acquisition - Coyote Valley		\$ 21,324,060			
	Total Costs through 9/30/2013		\$ 20,950,517		
	5810 - Legal Services		\$ 6,899		
	5831 - Contracted Services		\$ 36,107		
	6160 - Land		\$ 30,000		
	Total Costs through 12/31/2013		\$ 21,023,523	\$ 300,537	
663060/663160 - Land Acquisition - San Benito		\$ 9,838,755			
	Total Costs through 9/30/2013		\$ 9,177,087		
	5810 - Legal Services		\$ 4,758		
	5831 - Contracted Services		\$ 3,748		
	6160 - Land		\$ 8,480		
	Total Costs through 12/31/2013		\$ 9,194,072	\$ 644,683	
664060 - Land Acquisition - Residual		\$ 2,863,885			
	Total Costs through 9/30/2013		\$ -		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ -	\$ 2,863,885	
665060 - Local Funds Off-Site Development		\$ 3,430,514			
	Total Costs through 9/30/2013		\$ 69,998		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ 69,998	\$ 3,360,516	
Subtotal Land Acquisition		\$ 37,457,214	\$ 30,309,403	\$ 7,169,621	
3 HVAC Control Replacement					
670260-1 - HVAC Control Replacement		\$ 200,000			
	Total Costs through 9/30/2013		\$ 409,260		
	5831 - Contracted Services		\$ 1,385		
	Total Costs through 12/31/2013		\$ 410,645	\$ (210,645)	
4 Electrical Service Loop					
670360-1 - Electrical Service Loop		\$ 150,000			
	Total Costs through 9/30/2013		\$ 114,875		
	5630 - Repairs & Maintenance		\$ 38,456		
	5831 - Contracted Services		\$ 1,850		
	Total Costs through 12/31/2013		\$ 155,181	\$ (5,181)	
5 Physical Education/Swimming Pools					
670560 - Physical Education/Swimming Pools/CJ500		\$ 7,539,164			
	Total Costs through 9/30/2013		\$ 3,500		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ 3,500	\$ 7,535,664	
6 Student Center (E)					
671260 - Student Center (Existing)		\$ 186,000			
	Total Costs through 9/30/2013		\$ 185,481		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ 185,481	\$ 519	
7 Portable Demolition					
671360-1 Demo CJ500, Old Acad. PB Rebuild		\$ 300,000			
	Total Costs through 9/30/2013		\$ -		
	No Invoices this Period		\$ -		
	Total Costs through 12/31/2013		\$ -	\$ 300,000	

APPROVED BY THE BOARD OF TRUSTEES
DATE 3/11/14
a. [Signature]

Gavilan Joint Community College District
Measure E Bond Quarterly Financial Status Interim Report
Received and Expended to Date for Qtr 2 Fiscal Year 2013-2014 (10/01/2013 -12/31/2013)
Based on Board Approved December 2013 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
8 San Martin Airport Development					
671460 - San Martin Airport Development		\$ 2,600,000			
	Total Costs through 9/30/2013		\$ 103,157		
	5831 - Contracted Services		\$ 93		
	Total Costs through 12/31/2013		\$ 103,250	\$ 2,496,750	
9 GECA Relocation					
671560 - GECA Relocation		\$ 1,500,000			
	Total Costs through 9/30/2013		\$ 264,061		
	5425 - License/Permits/Fees		\$ 1,673		
	5810 - Legal Services		\$ 7,103		
	5831 - Contracted Services		\$ 17,509		
	6100 - Site & Site Improvements		\$ 22,500		
	Total Costs through 12/31/2013		\$ 312,846	\$ 1,187,154	
10 Furniture & Equipment Upgrade					
671660 - Furniture and Equipment Upgrade		\$ -			
	Total Costs through 9/30/2013		\$ 59		
	4510 - Office Supplies		\$ 119		
	5630 - Repairs & Maintenance		\$ 59		
	6400 - Fixed Assets to \$5,000		\$ 923		
	Total Costs through 12/31/2013		\$ 1,160	\$ (1,160)	
11 Scheduled Maintenance (Match for FY 13/14)					
672360 - Scheduled Maintenance (Match for FY 13/14)		\$ 259,000			
	Total Costs through 9/30/2013				
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ -	\$ 259,000	
12 Instructional Equipment (Match for FY 13/14)					
672460 - Instructional Equipment (Match for FY 13/14)		\$ 677,000			
	Total Costs through 9/30/2013				
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ -	\$ 677,000	
13 Scheduled Maintenance (Match for FY 14/15)					
672560 - Scheduled Maintenance (Match for FY 14/15)		\$ 150,000			
	Total Costs through 9/30/2013				
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ -	\$ 150,000	
14 Instructional Equipment (Match for FY 14/15)					
672660 - Instructional Equipment (Match for FY 14/15)		\$ 350,000			
	Total Costs through 9/30/2013				
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ -	\$ 350,000	
15 District Share Water System Replacement					
680560 - District Share Water System Replacement		\$ 500,000			
	Total Costs through 9/30/2013		\$ 47,858		
	5810 - Legal Services		\$ 12,418		
	5831 - Contracted Services		\$ 8,305		
	Total Costs through 12/31/2013		\$ 68,581	\$ 431,419	

Gavilan Joint Community College District
 Measure E Bond Quarterly Financial Status Interim Report
 Received and Expended to Date for Qtr 2 Fiscal Year 2013-2014 (10/01/2013 -12/31/2013)
 Based on Board Approved December 2013 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
16 Technology, Phase 2					
680660 - Technology, Phase 2		\$ 100,000			
	Total Costs through 9/30/2013				
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ -	\$ 100,000	
17 Computer Replacement, Phase 2					
680760 - Computer Replacement, Phase 2		\$ 250,000			
	Total Costs through 9/30/2013				
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ -	\$ 250,000	
CLOSED PROJECTS					
C1 Campus Infrastructure - Account Closed					
670060/671460 - Campus Infrastructure/Tech		\$ 8,036,484			
	Total Costs through 9/30/2013		\$ 8,036,484		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013		\$ 8,036,484	\$ -	
C2 670160 - Tennis Court Renovations - Account Closed					
	Total Costs through 9/30/2013	\$ 111,859			
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013	\$ 111,859		\$ -	
C3 Interim Housing/Swing Space - Account Closed					
670260 - Interim Housing/Swing Space		\$ 4,416,466			
	Total Costs through 9/30/2013		\$ 4,416,466		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013		\$ 4,416,466	\$ -	
C4 Physical Science/Chemistry/Life Science - Account Closed					
670360 - M/E Science Bldg		\$ 6,081,010			
	Total Costs through 9/30/2013		\$ 6,081,010		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013		\$ 6,081,010	\$ -	
C5 Occupational ED (OE) - Account Closed					
670460 - Occupational ED (OE)		\$ 4,706,936			1
	Total Costs through 9/30/2013		\$ 4,706,937		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013		\$ 4,708,937	\$ -	(1)
C6 Humanities/Art/Music Hall - Account Closed					
670660 - Humanities/Art/Music Hall		\$ 4,398,348			
	Total Costs through 9/30/2013		\$ 4,398,348		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013		\$ 4,398,348	\$ -	
C7 Cosmetology/Business - Account Closed					
670860 - Cosmetology/Business		\$ 3,903,843			
	Total Costs through 9/30/2013		\$ 3,903,843		
	<i>No Invoices this Period</i>		\$ -		
	Total Costs through 12/31/2013		\$ 3,903,843	\$ -	

APPROVED BY THE BOARD OF TRUSTEES

DATE 2/11/14
 a. [Signature]

Gavilan Joint Community College District
 Measure E Bond Quarterly Financial Status Interim Report
 Received and Expended to Date for Qtr 2 Fiscal Year 2013-2014 (10/01/2013 -12/31/2013)
 Based on Board Approved December 2013 Budget

Project/Vendor	Description of Services	Budget	Expended	Balance	Notes
C8 Social Sciences - Account Closed					
671060 - Social Sciences		\$ 3,917,858			
	Total Costs through 9/30/2013		\$ 3,917,858		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 3,917,858	\$ -	
C9 Security/Maintenance Building - Account Closed					
671160 - Security/Maintenance Building		\$ 1,432,750			
	Total Costs through 9/30/2013		\$ 1,432,750		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 1,432,750	\$ -	
C10 Cafeteria Renovations - Account Closed					
671260 - Cafeteria Renovations		\$ 217,419			
	Total Costs through 9/30/2013		\$ 217,419		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 217,419	\$ -	
C11 Parking Lot Improvements/Campus Lighting - Account Closed					
671360 - M/E Parking Lot/Campus Light		\$ 4,437,518			
	Total Costs through 9/30/2013		\$ 4,437,518		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 4,437,518	\$ 0	
C12 Technology / ERP - Account Closed					
680160 - ERP System		\$ 3,511,130			
	Total Costs through 9/30/2013		\$ 3,511,130		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 3,511,130	\$ -	
C13 Computer Replacement - Account Closed					
680360 - Computer Replacement		\$ 1,111,376			
	Total Costs through 9/30/2013		\$ 1,111,376		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 1,111,376	\$ -	
C14 Current Well Replacement - Account Closed					
680460 - Current Well Replacement		\$ 70,947			
	Total Costs through 9/30/2013		\$ 70,947		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 70,947	\$ 0	
C15 - Debt Payment - Account Closed					
		\$ 3,625,796			
	Total Costs through 9/30/2013		\$ 3,625,796		
	<i>No Invoices this Period</i>				
	Total Costs through 12/31/2013		\$ 3,625,796	\$ -	
Total Previous Expended (Through 9/30/2013)			\$ 86,001,339		
Total Invoices this Period (10/1/2013 through 12/31/2013)			\$ 217,042		
Total Expended to Date (Through 12/31/2013)			\$ 86,218,381	\$ 25,692,794	
Total Construction Budget		\$ 113,346,015			
Total Revenue to Date			\$ 113,347,623		
Cash Balance				\$ 27,129,242	

Notes:

1 Occ Ed project budget contains funding for Science and Gym roof repairs

APPROVED BY THE BOARD OF TRUSTEES

DATE 1/11/14
 a. Orup

Gavilan Joint Community College District Governing Board Agenda

February 14, 2014

Consent Agenda Item No. Administrative Services
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. 2. (e)

SUBJECT: FY 2012 - 2013 Measure E General Obligation Bond Audit Reports

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees accept the FY 2012 – 2013 Measure E General Obligation Bond Audit Reports.

Background:

The certified public accounting firm of Crowe Horwath LLP has completed the Measure E Audit Reports. The report is for board review and acceptance. The financial statements are the responsibility of the District's management. The auditor's responsibility is to express opinions on the financial statements based on their audit.

In the interest of reducing paper, hard copies of the Measure E Audit Reports are attached for board members only. The Measure E Audit Reports can be found at www.gavilan.edu under the tab "About Gavilan", "Budget Information". Hard copies are available upon request from the Office of the President.

Measure E Bond Performance and Financial Audit Reports

Gavilan's Measure E Bond is a Proposition 39 bond. Proposition 39 requires that an annual comprehensive performance audit and financial audit be conducted. The Measure E Bond Audit Reports will be presented to the Citizens' Bond Oversight Committee at their next meeting.

Performance Audit Report - The auditors' Performance Review Audit Report did not reveal any items that were paid from the Measure Bond Construction Fund that did not comply with the purpose of the Bonds that were approved on March 2, 2004. It is the opinion of our auditors that the district "expended Measure E General Obligation Bond funds for the year ended June 30, 2013 only for the specific projects developed by the District's Governing Board and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)C of Article XIII A of the California Constitution."

Financial Audit Report - It is the opinion of our auditors that the financial statements "present fairly, in all material respects, the financial position of the General Obligation Bonds of the District as of June 30, 2013, and the changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America".

APPROVED BY THE BOARD
DATE: 2/11/14
A. Ortega

For both Measure E Audit Reports, there were no management comments or findings representing reportable conditions, material weaknesses, or instances of noncompliance related to the audit.

Representatives from Crowe Horwath LLP will review both Measure E Audit Reports with the Board of Trustees.

Budgetary Implications:

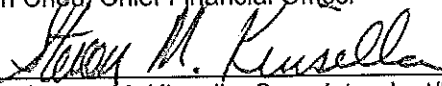
Assures that the prior year financial statements and performance audits were conducted.

Follow Up/Outcome:

Review with the Citizens' Bond Oversight Committee at their next meeting.

Recommended By: Susan Cheu, Chief Financial Officer

Prepared By: 
Susan Cheu, Chief Financial Officer

Agenda Approval: 
Dr. Steven M. Kinsella, Superintendent/President

**Gavilan Joint Community College District
Governing Board Agenda**

February 11, 2014

Consent Agenda Item No. _____
Information/Staff Reports No. _____
Discussion Item No. _____
Old Business Agenda Item No. _____
New Business Agenda Item No. _____

Administrative Services

2. (j)

SUBJECT: Gilbane Building Company Project Assignment Amendments (PAAs)

- Resolution: BE IT RESOLVED,
 Information Only
 Action Item

Proposal:

That the Board of Trustees approve a Gilbane Building Company Project Assignment Amendments (PAAs) for the two (2) projects listed below.

Background:

On July 12, 2011, the Board approved a Construction Management Services Agreement with Gilbane Building Company. The Agreement stipulates that for each individual District project, a separate Project Assignment Amendment (PAA) will be entered into. On April 9, 2013, the Board approved a PAA with Gilbane Building Company to provide services basic services including bidding, construction and post construction phases for the Parking Lot C Expansion Project. Due to a delay in receiving environmental permits for the Lot C expansion in 2013, the project will have to be re-bid.

Revision #01 Project Assignment Amendment for Parking Lot C Expansion Project:

- Basic services will include re—bidding, construction, and post-construction phases of the project.
- The additional fee for the re-bidding phase is \$6,340 for a total project fee of \$69,740.

Project Assignment Amendment for GECA Portables Project:

- Basic services will include coordinating construction activities with the GECA expansion project projects occurring on campus over the summer 2014.
- Basic service fee not to exceed \$5,000.

Budgetary Implications:

The efficient use of Measure E Bond program funds.

Follow Up/Outcome:

Process the s agreements.

Recommended By: Terry Newman, Senior Director of Administrative Services

Prepared By: Terry Newman
Terry Newman, Senior Director of Administrative Services

Agenda Approval: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

APPROVED BY THE BOARD
DATE 2/11/14
a. Drozda

**Gavilan Joint Community College District
Governing Board Agenda**

February 11, 2014

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No.

Administrative Services

2. (k)

SUBJECT: BFGC-IBI Group Architecture and Planning Project Assignment Amendments (PAA)

Resolution: BE IT RESOLVED,

Information Only

Action Item

Proposal:

That the Board of Trustees approve BFGC-IBI Group Architecture and Planning (BFGC) Project Assignment Amendment (PAA) for the four (4) projects listed below.

Background:

On July 12, 2011, the Board ratified an On-Going Architectural Services Agreement with BFGC-IBI Group Architecture and Planning. The Architectural Services Agreement stipulates that for each individual district project, a separate Project Assignment Amendment (PAA) will be entered into.

Project Assignment Amendment for a Facility Assessment and Conceptual Design for the Child Development Center (CDC) Building

- Basic services to provide pre-design facility assessment and conceptual design for possible conversion of some CDC spaces to administrative and support activities.
- Basic service fees not to exceed \$25,000.
- If required, design consultants such as structural, mechanical, plumbing, electrical and telecommunications will be charged as a reimbursable expense.

Project Assignment Amendment for the Addition of Restrooms (2) in the Multiple Purpose Building:

- Basic services to provide architectural services for pre-design, working drawings, bidding, construction and post-construction.
- Submittal to the Division of the State Architect and meetings with staff and administration.
- Basic service fees \$35,000.
- If required, design consultants such as structural, mechanical, plumbing, electrical and telecommunications will be charged as a reimbursable expense.

Project Assignment Amendment for Division of State Architect (DSA) Certification and Closeout:

- Basic services to provide DSA certification closeout assistance of seven (7) projects on the DSA's non-certified list. IBI Group is not the Architect of Records for any of the 7 projects.
- Basic service fees not to exceed \$15,000.

Revision #01 to Project Assignment Amendment for Well Consulting

- Basic services on the new off-campus well(s) project which may include preparation of drawings, narratives, and general consultation.
- Basic service fees not to exceed \$17,000.

APPROVED BY THE BOARD OF TRUSTEES
DATE: 2/11/14

A. Ortega

Project Assignment Amendment for STEM Project Architect of Record (AOR)

- AOR will work with project landscape consultant and coordinate DSA plan review submittal and approval.
- Basic services will include bidding, construction administration, and DSA certification closeout.
- Basic service fees \$35,000.

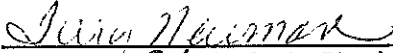
Budgetary Implications:

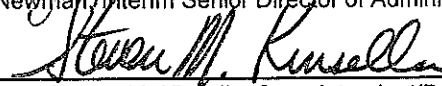
The efficient use of Measure E Bond Program Funds.

Follow Up/Outcome:

Process the agreements.

Recommended By: Terry Newman, Interim Senior Director of Administrative Services

Prepared By: 
Terry Newman, Interim Senior Director of Administrative Services

Agenda Approval: 
Dr. Steven M. Kinsella, Superintendent/President

**Gavilan Joint Community College District
Citizens' Oversight Committee Agenda**

February 24, 2014

Office of the President

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No. VI.1.
Old Business Agenda Item No.
New Business Agenda Item No.

SUBJECT: Update Measure E Activities

- Resolution:
- Information Only
- Action Item
- Discussion Item

Proposal:

That the Citizens' Oversight Committee receive an update of Measure E activities.

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

Agenda Approval: Steven M. Kinsella
Dr. Steven M. Kinsella, Superintendent/President

**Gavilan Joint Community College District
Citizens' Oversight Committee Agenda**

February 24, 2014

Consent Agenda Item No.
Information/Staff Reports No.
Discussion Item No.
Old Business Agenda Item No.
New Business Agenda Item No. VII.1.

Office of the President

SUBJECT: Set Next Meeting Date(s)

Resolution:

Information Only

Action Item

Proposal:

That the Citizens' Oversight Committee set the next meeting date.

Background:

Budgetary Implications:

Follow Up/Outcome:

Recommended By: Dr. Steven M. Kinsella, Superintendent/President

Prepared By: 
Dr. Steven M. Kinsella, Superintendent/President

Agenda Approval: 
Dr. Steven M. Kinsella, Superintendent/President