San Bernardino Community College District
Board Meeting
July 13, 2023
4:00 pm Pacific Time

Meeting Location: SBCCD Boardroom
550 E. Hospitality Ln., Suite 200, San Bernardino, CA

Trustee Viricel's physical location:
237 W. Beacon Hill
Longview Heights, WA 93286
Via Zoom: https://sbccd-edu.zoom.us/j/85253681277?from=addon

Livestream
https://www.youtube.com/@sanbernardinocommunitycoll42/streams

Any writings related to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public at SBCCD, Office of the Chancellor, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA, during regular business hours or on the District's website www.sbccd.edu

Pursuant to Board Policy 2350, persons may speak to the Board of Trustees either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board, prior to the Board taking action on the item. Comments must be limited to three (3) minutes per speaker and 20 minutes on the same, or a substantially similar subject, unless a majority of the Board votes to extend the time limit.

Anyone who requires a disability-related modification or accommodation in order to participate in the public meeting should contact the Chancellor's Office at (909) 388-6902 as far in advance of the Board meeting as possible.

I. **CALL TO ORDER – PLEDGE OF ALLEGIANCE**
II. **PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS**
III. **APPROVAL OF MINUTES**
    A. 2023-06-08
IV. **PRESENTATIONS/CELEBRATIONS**

A. Recognize Applause Cards Recipients For Extending Extra Effort to Provide Quality Service and Valued Assistance

B. Retirements

V. **ACTION AGENDA**

A. Consideration of Approval to Adopt the Amendment of SAWCX II JPA Agreement and By-laws

B. Consideration to Approve Resolution of Intention PERS Safety Members Actuarial Valuations

C. Public Hearing and Acknowledgement of Initial Proposals to Negotiate Successor Agreement Between SBCCD and SBCCDPOA

D. Public Hearing and Acknowledgement of Initial Proposals to Negotiate Successor Agreement Between CSEA and SBCCD

E. Public Hearing and Acknowledgement of Initial Proposals to Negotiate Successor Agreement Between SBCCD and CSEA

F. Consideration of Approval of Employment Contract for Chancellor

G. Salary Placement for Executive Managers

VI. **CONSENT AGENDA**

The Consent Agenda is expected to be routine and non-controversial. It will be acted upon by the Board at one time without discussion. Any member of the Board, staff member or citizen may request that an item be removed from this section for discussion.

A. **Instruction/Student Services**

1. No items

B. **Human Resources**

1. Adjunct and Substitute Academic Employees
2. Appointment of Temporary Academic Employees
3. Classification Advancement for Academic Employees
4. Non-Instructional Pay
5. Payment of Stipends
6. Management Job Description
7. Consideration of Approval of Revised Salary Schedule Increase for Management Employees
8. Appointment of Interim Managers
9. Appointment of District Employees
10. Classified Job Descriptions and Revision to Salary Schedule
11. Reorganization of Employees

12. Reclassification of Employees
13. Consideration of Approval of Revised Salary Schedule Increase Confidential-Supervisory Employees

C. **Business & Fiscal Services**

1. Adopt Resolution #2023-07-13-FS-01 Approving Transfers of Appropriations for the 2023-24 Fiscal Year.
2. Adopt Resolution #2023-07-13-FS-03 Approving Transfers to the Reserve for Contingencies from Various Expenditure Classifications
3. Interfund Borrowing Transactions
4. District & College Expenses
5. Individual Memberships
6. Conference Requests
7. Contracts at or Above $109,300
8. Surplus Property and Authorization for Private Sale or Disposal

D. **Facilities**

1. Adopt Resolution #2023-07-13-FP-01 ratifying an agreement for the acquisition of Real Property identified as approximately 15 acres at West Inland Center Drive, City and County of San Bernardino CA, San Bernardino County Assessor Parcel Numbers (APN) attached as Exhibit “A” (“Property”)
2. Adopt Resolution #2023-07-13-FP-02 ratifying Change Order CC01-3610 which exceeds 10% of the GA Technical Services contract for
services related to the SBVC Campus-Wide Infrastructure Project
3. Approve Amendment 01 to the Design-Build Agreement with W. E. O’Neil Construction Company of Rancho Cucamonga, CA in the amount of $418,359
4. Award Bid #03-2223-10 | Renovation at 560 E Hospitality Lane, Suite 150, and contract, to Caliber Construction Inc. of Brea, CA in the
amount of $ 454,548
5. Award Bid #03-2223-12 and Contract for Renovation at 560 E. Hospitality Lane Third Floor
6. Master Services Agreements and Task Orders for Bond Construction

VII. **REPORTS**

Time is limited to 3 minutes per group

A. Board Committee & Activity Reports
   1. Board Finance Committee (BFC)
   2. Board Legislative Committee (BLC)
   3. Board Policy & Procedures Committee (BPPAC)

B. Regional and State Reports
   1. Board of Governors (BOG)
   2. Women's Caucus
   3. Joint Powers Authority

C. Chancellor's Report

D. Represented Groups
   1. San Bernardino Valley College Academic Senate
   2. San Bernardino Valley College Classified Senate
   3. San Bernardino Valley College Associated Students
   4. Crafton Hills College Academic Senate
   5. Crafton Hills College Classified Senate
   6. Crafton Hills College Associated Students
   7. CSEA
   8. CTA
   9. Police Officers Association

E. Staff Reports
   1. San Bernardino Valley College President
   2. Crafton Hills College President
   3. Executive Vice Chancellor
   4. Vice Chancellor of Human Resources & Police Services
   5. Vice Chancellor of Educational & Student Support Services

VIII. **INFORMATION ITEMS**

A. Board Master Action Planning Calendar

B. Budget Report

C. Contracts Below $109,300

D. Summary of Measure CC Construction Change Orders and Amendments

E. General Fund Cash Flow Analysis

F. Purchase Orders

G. MOUs between SBCCD and the CSEA

H. Professional Expert Short-Term and Substitute Employees

I. Resignations

J. Volunteers

IX. **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

A. Conference with Labor Negotiators
Government Code 54957.6
Agency Representatives: Diana Rodriguez and Kristina Hannon
Non-Represented Groups: CSEA, CTA, POA,
Management/Supervisors, and Confidential Employees

B. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957
(1 case)

C. Conference with Legal Counsel – Anticipated Litigation
Government Code 54956.9(d)(2)
(2 cases)

D. Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3) or (d)(1)
(1 case)

E. Public Employee Performance Evaluation
Government Code Section 54957(b)(1)
Title: Chancellor

X. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

XI. **CONVENE CLOSED SESSION**

XII. **RECONVENE PUBLIC MEETING**

XIII. **REPORT OF ACTION IN CLOSED SESSION**

XIV. **ADJOURN**

The next meeting of the Board: Strategy Session
July 27, 2023 at 4:00 PM
SBCCD Boardroom, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA

Supplemental Handouts (not part of the agenda)

CHC Report to the Board

EDCT Report to the Board

KVCR Report to the Board

SBVC Report to the Board

BOARD OF TRUSTEES

Meeting Minutes – June 5, 2023 (Unofficial -submitted for Board Approval 7/13/23)

Location: SBCCD Boardroom, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA
Livestream: https://www.youtube.com/@sanbernardinocommunitycoll42/streams
Meeting materials: www.sbccd.edu/govenda

MEMBERS PRESENT	ADMINISTRATORS PRESENT
Stephanie Houston, Chair (arrived at 4:05 PM) Anne L. Viricel, Vice Chair Joseph R. Williams, Clerk Nathan Gonzales, Trustee John Longville, Trustee Gloria Macías Harrison, Trustee Frank Reyes, Trustee Michelle Ly, CHC Student Trustee (advisory) Dyami Ruiz-Martinez, SBVC Student Trustee (advisory)	Diana Z. Rodriguez, Chancellor Jose F. Torres, Executive Vice Chancellor Kevin Horan, CHC President Linda Fontanilla, SBVC Interim President Kristina Hannon, VC Human Resources & Police Services Nohemy Ornelas, VC Educational & Student Support Services
MEMBERS ABSENT	**ADMINISTRATORS ABSENT**
None	None

I. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Vice Chair Viricel called the meeting to order at 4:01 PM. Trustee Gonzales led the pledge of allegiance.

II. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

- Devin Bennett

III. OATH OF OFFICE

A. Administer Oath of Office to Student Trustees
Michelle Ly, Crafton Hills College
Dyami Ruiz-Martinez, San Bernardino Valley College

Chair Houston administered the Oath of Office to the incoming student trustees.

IV. APPROVAL OF MINUTES

A. 2023-05-11

Motion: to approve the 5/11/23 minutes.
Moved by Trustee Harrison. Seconded by Trustee Reyes.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams
NOES: None
ABSTAIN: Ly (advisory), Ruiz-Martinez (advisory)

Motion passed

V. PRESENTATIONS/CELEBRATIONS

A. Applause Cards

The Board recognized applause recipients for extending extra effort to provide quality service and valued assistance.

B. Diversity, Equity, Inclusion, and Anti-Racist (DEIA) Presentation

Vice Chancellor Hannon along with Dr. Aysia Brown, Dr. Christopher Crew, Dr. John Stanskas, and Officer James Quigley provided a update on DEIA. The BEC, on behalf of the Board, provided input on areas the members of the Board wanted to see. So we are not repeating the information at the retreat, the presentation will be made here.

Not Yet Approved

VI. ACTION AGENDA

A. Approve SBCCD Fiscal Year 2023-24 Tentative Budget as presented.

Motion: to adopt the Fiscal Year 2023-24 Tentative Budget as presented.
Moved by Trustee Gonzales. Seconded by Trustee Reyes.
Discussion: Trustee Williams asked for a detailed report in three areas: Landscape & Maintenance, Books Plus, and Enrollment Management Systems. The information will be provided to the full Board.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory)
NOES: None
ABSTAIN: Ruiz-Martinez (advisory)
Motion passed

B. Approve Board Policy & Procedure Ad Hoc Committee and its Members Through 12/31/23.

The floor was opened for members to volunteer or nominate up to three trustees to serve on this committee.

Motion: to approve a Board Policy and Procedure Ad-Hoc Committee (BPPAC) and appoint Trustee Gonzales to chair and Trustee Williams to serve on the committee through December 31, 2023.
Moved by Trustee Longville. Seconded by Trustee Viricel.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

C. Approve 2024-2025 Affordable Student Housing Construction Grant Application for Crafton Hills College

Motion: to approve the 2024-2025 Affordable Student Housing Construction Grant Application for Crafton Hills College.
Moved by Trustee Harrison. Seconded by Trustee Gonzales.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

D. Open Hearing for Public Comment Pursuant to Government Code 3547, and Acknowledge Initial Proposals to Negotiate the 2023-2026 Successor Contract Between SBCCD and the SBCCDPOA and for the Parties to Commence Negotiations

Chair Houston opened a hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between SBCCDPOA and the SBCCD as attached. Hearing none, the hearing was closed.

Motion: to acknowledge these proposals and the parties commence negotiations.
Moved by Trustee Harrison. Seconded by Trustee Williams.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

E. Final Approval of Board Policies: BP|AP 3300 Public Records, BP|AP 6535 Use of District Equipment, BP|AP, 6540 Insurance

Motion: to approve the Board Policies for second reading and final approval. Administrative Procedures are submitted for information and review for consistency with Board policies.
Moved by Trustee Viricel. Seconded by Trustee Harrison.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

Not Yet Approved

F. Adopt Resolution #2023-06-08-FS-01 Regarding the Expenditure of Prop 30 Education Protection Account Funds

Motion: to adopt Resolution #2023-06-08-FS01 regarding the expenditure of Prop 30 Education Protection Account Funds
Moved by Trustee Gonzales. Seconded by Trustee Viricel.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

G. Approve the 2023-2028 CHC Educational Master Plan (EMP)

Motion: to approve the 2023-2028 CHC Educational Master Plan (EMP)
Moved by Trustee Harrison. Seconded by Trustee Williams.
Discussion: Trustee Williams requested a future discussion and update on Guided Pathways, status and timeline for the implementation of the 4 Pillars, specifically the cross college for students (Common Application).

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez advisory)
NOES: None
Motion passed

H. Approve the 2023-2028 SBVC Educational Master Plan (EMP) – final copy as revised

Motion: to approve the 2023-2028 SBVC Educational Master Plan (EMP) – final copy as revised
Moved by Trustee Harrison. Seconded by Trustee Williams.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

I. Approve the 2023-2028 DSO Plan - final copy as revised and properly published

Motion: to approve the 2023-2028 DSO Plan - final copy as revised.
Moved by Trustee Harrison. Seconded by Trustee Viricel.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory), Ruiz-Martinez (advisory)
NOES: None
Motion passed

VII. CONSENT AGENDA

A. Instruction/Student Services
   1. Curriculum – CHC
   2. Curriculum – SBVC

B. Human Resources
   1. Approve Adjunct and Substitute Academic Employees
   2. Approve Advancement of Classification For Academic Employees
   3. Approve Tenure Track Contracts For Academic Employees
   4. Approve Non-Instructional Pay for Academic Employees
   5. Consideration of Pre-Retirement Reduced Workload for Academic Employee
   6. Payment of Stipends
   7. Employment Contracts for Academic & Classified Managers
   8. Management Job Descriptions and Salary Schedule Update
   9. Management Personnel Effects
   10. Appointment of Interim Managers
   11. Appointment of District Employees

Not Yet Approved

12. Classified Job Description and Revision to Classified Salary Schedule
13. Employee Promotions
14. Employee Transfer
15. Reclassification of Employees

C. Business & Fiscal Services
1. Adopt Resolution #2023-06-08-BOT01 with Exhibit A, to Increase Compensation of the SBCCD Board of Trustees and Compensate Board Members for Excused Absences
2. Adopt Resolution #2023-06-08-FS02 Approving the Gann Limit for Fiscal Year 2023-24
3. Adopt Resolution #2023-06-08-FS03 Approving Transfers to the Reserve for Contingencies from Various Expenditure Classifications
4. Adopt Resolutions #2023-06-08-BS01 through BS04 and Signature Authorizations for the State of California
5. Award RFP #2023-04 and Contracts to iColor Printing and Mailing, Inc. of Los Angeles, CA and Direct Connection Marketing Communications of LaVerne, CA
6. Award RFP #2023-05 and Contract to Cummins, Inc. of Columbus, IN
7. Approve Sole Source Suppliers for Fiscal Year 2023-24
8. Alcoholic Beverages at a Campus Event
9. Contracts at or Above $109,300
10. Conference Requests
11. District & College Expenses
12. Individual Memberships
13. District Bank Accounts
14. Approve the Revised Authorized Signature List for 2023-24

D. Facilities
1. 2025-2029 Five Year Construction Plan
2. Appoint Members to the Citizens Bond Oversight Committee
3. Award Bid #03-2223-09 and Contract to Summer Systems Inc. of Valencia, CA
4. Master Services Agreements and Task Orders for Bond Construction

Motion: to approve the consent agenda as presented.
Moved by Trustee Gonzales. Seconded by Trustee Longville.

Roll call vote: AYES: Gonzales, Harrison, Houston, Longville, Reyes, Viricel, Williams, Ly (advisory)
NOES: None
ABSTAIN: Ruiz-Martinez (advisory)
Motion passed

VIII. REPORTS

Brief reports were provided orally. All written reports are uploaded and can be referenced at www/sbccd.edu/Govenda

A. Board Committee & Activity Reports
1. Board Finance Committee (BFC)
2. Board Legislative Committee (BLC)

B. Regional and State Reports
1. Board of Governors (BOG)
2. Women's Caucus
3. Joint Powers Authority

C. Chancellor's Report

D. Represented Groups
1. San Bernardino Valley College Academic Senate - No report
2. San Bernardino Valley College Classified Senate – No report
3. San Bernardino Valley College Associated Students - Nelva Ruiz Martinez
4. Crafton Hills College Academic Senate – No report.t
5. Crafton Hills College Classified Senate - No report.
6. Crafton Hills College Associated Students - No report.
7. CSEA.- Cassandra Thomas gave a brief report.
8. CTA - Devin Bennett gave a brief report
9. Police Officers Association - no report

E. Staff Reports
1. San Bernardino Valley College President – Interim President Linda Fontanilla
2. Crafton Hills College President

Not Yet Approved

3. Executive Vice Chancellor
    a. KVCR Update
4. Vice Chancellor of Human Resources & Police Services
5. Vice Chancellor of Educational & Student Support Services

VIII. INFORMATION ITEMS

A. Board Master Action Planning Calendar
B. Budget Revenue & Expenditure Summary
C. Construction Contract Awards Subject to UCCAP
D. Contracts Below $109,300
E. General Fund Cash Flow Analysis
F. Summary of Measure CC Construction Change Orders and Amendments
G. Purchase Orders
H. Quarterly Financial Status Report
I. Advancement in Rank
J. Lexipol Policies and Procedures
K. MOUs between SBCCD and the POA
L. MOUs between SBCCD and the CSEA
M. Professional Expert Short-Term and Substitute Employees
N. Resignations
O. Retirements
P. Volunteers

IX. ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. Conference with Labor Negotiators Government Code 54957
Agency Representatives: Diana Rodriguez and Kristina Hannon
CSEA, CTA, POA, Mgmt/Superv, and Confidential Employees

B. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957
(1 case)

C. Conference with Legal Counsel – Anticipated Litigation
Government Code 54956.9(d)(2)
(1 case)

D. Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3) or (d)(1)
(1 case)

E. Public Employee Performance Evaluation
Government Code Section 54957(b)(1)
Title: Chancellor

X. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

There were no public comments.

XI. CONVENE CLOSED SESSION

The chair convened to closed session at

XII. RECONVENE PUBLIC MEETING

The chair reconvened the public meeting at 6:31 PM.

Not Yet Approved

XIII. REPORT OF ACTION IN CLOSED SESSION

On June 8, 2023, the Board of Trustees convened in closed session to consider the termination for convenience of Sundt Construction from the SBVC Career Pathways 2 Project. The Board approved the termination for convenience by unanimous vote, with all Board Members present and voting.

XIV. ADJOURNMENT

The next meeting of the Board: Board Retreat
June 26-27, 2023, at 8:00 PM, SBCCD Boardroom
The chair adjourned the meeting at 6:33 PM.

The Board of Trustees approved the June 8, 2023, minutes on July 13, 2023.

_____	_____
Joseph R. Williams, Clerk	Stacey Nikac, Administrative Officer/Recorder
SBCCD Board of Trustees	SBCCD Office of the Chancellor

Not Yet Approved

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Jose F. Torres, Executive Vice Chancellor
Kristina Hannon, Vice Chancellor, HR & Police Services
Dr. Nohemy Ornelas, Vice Chancellor, Educational & Student Support Services

DATE: July 13, 2023

SUBJECT: Applause Cards

RECOMMENDATION

This item is for information only.

OVERVIEW

The attached individuals have received special recognition for extending that extra effort in providing quality service and valued assistance.

ANALYSIS

The Caring Hands Applause Card was developed so that employees, students, visitors, and vendors have an opportunity to recognize someone at SBCCD who provides outstanding quality and service.

Recipients receive a certificate and are recognized by the Board of Trustees and included in the board agenda.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Zsa'Quita	Bender	Allied Health	"Quita" has acclimated well to the department and her responsibilities. She is always courteous and timely. Communication is always clear, and expectations are met. She is patient with our students and cares for their needs. We are lucky to have her in our department!	Daniel Rojas III
Crafton Hills College	Zsa'Quita	Bender	Respiratory	Quita is an invaluable part of this department. She goes above and beyond for us all and always wears a smile on her face. This department is grateful for all she does. Thank you Quita!!!	Michael Sheahan
Crafton Hills College	Joann	Jones	Early Childhood	She is the best instructor!	Vivian Rindone
Crafton Hills College	Belinda	Navarrete	Outreach & Relations	Belinda has a warm welcoming smile and makes all our students and visitors feel comfortable and safe. She is dedicated and is always eager to answer questions for our visitors and prospective students. She truly loves helping students and it shows. Crafton is so lucky to have her!	Maria Davila

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Shohreh	Rahbarnia	Chemistry	Thank you so much for being part of the Summer and Fall interviews of applicants for the Chemistry Dept. Really appreciate your help.	Sam Truong
Crafton Hills College	Michelle	Riggs	Institutional Advancement	Thank you so much for organizing an awesome luncheon during our Classified Professionals Week. It was so much fun, and we appreciate all the work that went into make it a great day.	CHC Classified Senate
Crafton Hills College	Floyd	Simpson	Admissions and Records	Floyd, you are amazing, we are so blessed to have your help. Our EMS Pathway & EWYL students appreciate you for helping with registration for Summer 2023.	Brittany Sysawang-Nair
Crafton Hills College	Laurie	Sullivan	Student Accessibility Services	Laurie is such an advocate for positivity. She continuously brings happiness and helpfulness into the department.	Karina West
Crafton Hills College	Chistina	Sweeting	Career Ed	Thank you so much for all your help and support Christina! You are amazing!	Brandi Bailes

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Reyna	Uribe	Admissions & Records	Reyna goes above and beyond to assist our students. Every encounter she has with students is always positive and informative. She makes the college experience memorable and pleasant. Reyna is an amazing asset to our campus.	Maria Davila
Crafton Hills College	Keith	Wurtz	Instruction	Thanks for being a superhero and an awesome co-worker. We all appreciate your work and your humor. You rock. BEST VPI EVER!	Everyone ever in the history of Crafton.
Crafton Hills College	Soutsakhone	Xayaphanthong	Counseling	Souts, Thank you for your help with Dual Enrollment questions.	Brittany Sysawang-Nair
DSO	Michael	Aquino	TESS	Michael has designed a way to auto-import CCCApply applications allowing students to receive confirmation emails much faster, and outside A&R office hours.	Larry K. Aycock
DSO	Michael	Aquino	TESS	Michael worked incredibly hard to bring us automated application imports. This process is such an incredible boon to Students & A&R departments at both CHC and SBVC.	Floyd Simpson

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
DSO	Virginia	Diggle	Business Services, Contracts & Liability	Virginia has always been a fantastic source of knowledge and is patient to explain when is needed. Especially when its contract time, simply a treasure.	Crafton Microbiology
DSO	Accounts Payable	Fiscal Services	Fiscal Services	AP went out of their way to assist with ensuring our staff was able to receive their cash advance checks before leaving for a conference. Thanks!	SBVC VPAS Office
DSO	Arlene	McGowan	TESS	Thank you for customizing SARS to better meet the needs of students. Your work is instrumental to how we deliver services to students.	Mariana Macamay
DSO	Juan	Nevares	Technology Services, TESS	Thank you for always being available to help me out with technical needs. You're the best!	Corrina Baber
DSO	Roger	Robles	Interim Director, Technology Services	Thank you for always being available. I appreciate your positivity and willingness to assist at the drop of hat!	Corrina Baber

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Veada	Benjamin	Admissions & Records	I am struck by the cheerfully efficient way this nice lady handles requests and student challenges. I've asked her to help expedite a student's late-add crisis; she's able to wisely evaluate the validity of the claim and then make it happen! Veada is a delight ally and a bright spot on our campus!	David B. Smith, Math Department
San Bernardino Valley College	Ana	Bojorquez	SAS HIGH TECH CENTER	Thank you for all your help. You are wonderful person!	Loni Dennett
San Bernardino Valley College	Davena	Burns-Peters	Modern Languages	Thank you for all your help with Commencement breakfast and day!	Marie Maghuyop, Student Life
San Bernardino Valley College	Michelle	Crocfer	Student Accessibility Services	Michelle has been such an inviting positive force. Her patience and kindness have made transitioning into SBVC a welcoming process.	Karina West
San Bernardino Valley College	April	Dale	Admissions & Records	Thank you for all your help with Commencement breakfast!	Marie Maghuyop, Student Life
San Bernardino Valley College	Naomi	Farkas	Student Life	Thank you for all your help with Commencement Day and everything you do for Student Life and V360!	Marie Maghuyop, Student Life

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Jonathan	Flaa	CTS	Thank you for all your help with Commencement!	Marie Maghuyop, Student Life
San Bernardino Valley College	Katherine	Fonseca	Student Services	Thank you, Kathy, for all your help with Commencement Day! Thank you for ushering our graduates in! You are a rockstar! :)	Marie Maghuyop, Student Life
San Bernardino Valley College	Aida	Gil	FYE	Thank you for all your help with Commencement breakfast and day! I truly appreciate being colleagues and friends! :)	Marie Maghuyop, Student Life
San Bernardino Valley College	Manuel	Gonzales	Counseling / Matriculations	Manuel was excellent and professional, great service. Pay him more!	Sergio Eduardo Rivera
San Bernardino Valley College	Jeff	Huynh	CTS	Thank you for the Training Session, "Microsoft TEAMS" at the SBVC Administrative Professional group zoom meeting on 6/15/23. It was very knowledgeable information, and our group appreciates all you do for our campus site.	Debby Gallagher
San Bernardino Valley College	Jeffrey	Huynh	CTS	Thank you for all your help with Commencement!	Marie Maghuyop, Student Life
San Bernardino Valley College	Kathryn	Jaramillo	Admissions & Records	Thank you for all your help with Commencement Day!	Marie Maghuyop, Student Life

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Mary	Lawler	Kinesiology	Thank you for all your help with Commencement breakfast!	Marie Maghuyop, Student Life
San Bernardino Valley College	Kenneth	Lawler	Athletics	Thank you for all your help with Commencement breakfast!	Marie Maghuyop, Student Life
San Bernardino Valley College	Amber	Martin	EOPS/CARE	Thank you, Amber, for all your help with Commencement breakfast and day! Thank you for ushering our graduates in! You are a rockstar! :)	Marie Maghuyop, Student Life
San Bernardino Valley College	Brandy	Nelson	Human Services	Thank you for all your help with Commencement breakfast!	Marie Maghuyop, Student Life
San Bernardino Valley College	Silvia	Romo	Admissions & Records	Thank you for all your help with Commencement breakfast and day!	Marie Maghuyop, Student Life
San Bernardino Valley College	David	Rosales	Art	Mr. Rosales was very inspiring, professional, dedicated, and instrumental in awakening my interests in Studio Art. Because of him I am considering furthering my education by pursuing a B.F.A.	Richard A. Pacheco

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Aldo	Sifuentes	CTS	Thank you for the Training Session, "Microsoft TEAMS" at the SBVC Administrative Professional group zoom meeting on 6/15/23. It was very knowledgeable information, and our group appreciates all you do for our campus site.	Debby Gallagher
San Bernardino Valley College	Uvaldo	Sifuentes	CTS	Thank you for all your help with Commencement!	Marie Maghuyop, Student Life
San Bernardino Valley College	Michelle	Tinoco	Counseling	Thank you for all your help with Commencement breakfast!	Marie Maghuyop, Student Life
San Bernardino Valley College	Catalina	Trasporte	Arts & Humanities	Thank you for all your help with Commencement Day!	Marie Maghuyop, Student Life
San Bernardino Valley College	Julie	Ulloa	Admissions & Records	Thank you for all your help with Commencement Day!	Marie Maghuyop, Student Life
San Bernardino Valley College	Jennifer	Valencia	DREAMERS Resource Center	Thank you for all your help with Commencement Day!	Marie Maghuyop, Student Life

APPLAUSE CARDS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Margaret	Worsley	Music	Maggie and her friends helped put together a successful tribute concert for Matie Scully. This event brought out the best in so many students and community friends, who showed a gracious love for their fellow man and rose up to laud this kind and talented woman. It was many hours of unpaid service.	David B. Smith, Math Department
San Bernardino Valley College	Cedrick	Wrenn	CTS	Thank you for the Training Session, "Microsoft TEAMS" at the SBVC Administrative Professional group zoom meeting on 6/15/23. It was very knowledgeable information, and our group appreciates all you do for our campus site.	Debby Gallagher
San Bernardino Valley College	Nathan	Yearyean	CTS	Thank you for the Training Session, "Microsoft TEAMS" at the SBVC Administrative Professional group zoom meeting on 6/15/23. It was very knowledgeable information, and our group appreciates all you do for our campus site.	Debby Gallagher
San Bernardino Valley College	Nhan	Zuick	Math	Thank you for all your help with Commencement Day!	Marie Maghuyop, Student Life

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Retirement Recognition

RECOMMENDATION

This item is for information only.

OVERVIEW

The Board would like to recognize and celebrate the following staff on their retirement from San Bernardino Community College District.

Michael Alder, Professor, Fire Technology, CHC
Michael Alder has submitted a letter of intent to retire effective August 2, 2023, after 11 years of service with the District. Michael started his career at CHC in March of 2012 as an adjunct. In 2018, Michael became a tenured academic employee, where he remained for the remainder of his career.

Janine Ledoux, Professor Physical Education, CHC
Janine Ledoux has submitted a letter of intent to retire effective August 4, 2023, after 34 years of service with the District. Janine started her career at CHC in August of 1989 as a tenure track professor. In 1995, Janine became a tenured academic employee, where she remained for the remainder of her career.

Deborah Trusheim, Professor, Nursing, SBVC
Deborah Trusheim has submitted a letter of intent to retire effective July 3, 2023 after 4.5 years of service with the District. Deborah started her career at SBVC as an adjunct in 2018 and in January of 2019 she was hired as tenure track Assistant Professor, Nursing. In 2021, Deborah became a tenured academic employee, where she remained for the remainder of her career.

The commitment and dedication these individuals have shown to student success is unwavering. The District is truly grateful for their years of service and congratulates them on their retirement.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor of Human Resources and Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Adopt the Amendment of SAWCX II JPA Agreement and By-laws

RECOMMENDATION

It is recommended that the Board of Trustees approve the adoption of the amended SAWCX II JPA Agreement and By-laws as presented.

OVERVIEW

Schools Alliance for Workers' Compensation Excess Self-Funded II JPA (SAWCXII) has served as a provider of excess workers' compensation coverage for California public education agencies since its inception in 1988. San Bernardino Community College District was a member from 1997-2021. The Authority ceased taking risk June 30, 2021 and continues to operate to run-off the remaining self-insured claim liabilities.

ANALYSIS

On April 24th, 2023, the SAWCX II JPA Board of Directors expanded its purpose statement to serve as a conduit to facilitate the transfer of district-retained self-insured claim liabilities to a third-party reinsurer via a Loss Portfolio Transfer (LPT). SAWCX serves only as a facilitator and is not otherwise a party to the agreement.

This program is whole and separate from the excess workers' compensation program. There is specific underwriting required. If the California public education agency is a candidate and would like to transfer those liabilities, that agency would pass a board resolution to join SAWCX II as a "Limited Participation Member".

The amended JPA Agreement and Bylaws are included for review and discussion.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

RESOLUTION NO. 2023-07-13-HR01

OF THE GOVERNING BOARD OF TRUSTEES
OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

RE-ADOPTING THE SCHOOLS ALLIANCE FOR WORKERS' COMPENSATION EXCESS SELF-FUNDED II JPA AGREEMENT ADDING A LOSS PORTFOLIO TRANSFER PROGRAM TO TRANSFER SELF-INSURED WORKERS' COMPENSATION LIABILITIES

WHEREAS, school districts/community colleges/joint powers authorities have determined there is a need for Workers' Compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for Workers' Compensation coverage; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, the Schools Alliance for Workers' Compensation Excess Self Funded II JPA has been asked to provide a program for public education agencies to transfer their retained self-funded workers' compensation liabilities to a third party while providing protection to the current and past members in the excess workers' compensation program.

THEREFORE, BE IT RESOLVED that the Governing Board of the San Bernardino Community College District declares its approval of the updated JPA Agreement of SAWCX II.

BE IT FURTHER RESOLVED the Governing Board of the San Bernardino Community College District instructs its duly authorized agent to execute the attached Amended Joint Powers Agreement for the SAWCX II JPA.

The foregoing Resolution was adopted by the Governing Board of the San Bernardino Community College District on the 13th day of July 2023 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

_____
President, Governing Board of the
San Bernardino Community College District

I, _____, Clerk of the Governing Board of the San Bernardino Community College District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its regular meeting held on July 13, 2023.

_____
Clerk, Governing Board of the
San Bernardino Community College District

JOINT EXERCISE OF POWERS AGREEMENT

SCHOOLS ALLIANCE FOR COMPENSATION EXCESS SELF FUNDED (SAWCX-II)

JOINT POWERS AUTHORITY

Revised 4/24/2023
Revised 7/13/05
Adopted 11/05

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JOINT EXERCISE OF POWERS AGREEMENT

TO ESTABLISH, OPERATE, AND MAINTAIN A

JOINT PROGRAM

FOR WORKERS' COMPENSATION EXCESS PROTECTION

THIS AGREEMENT is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I (Sections 6500, et seq.) of the California Government Code, relating to the joint exercise of powers, between the public educational agencies signatory hereto, and also those which may hereafter become signatory hereto, for the purpose of operating an agency to be known and designated as "Schools Alliance for Workers' Compensation Excess Self Funded, hereinafter designated as the "SAWCX II" to provide the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for workers' compensation excess protection for the public educational agencies who are Members hereof and the facilitation of the transfer of workers' compensation claims liabilities and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding programs of Workers' Compensation Excess insurance.

W I T N E S S E T H:

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the development, organization, and implementation of such an Authority is of such magnitude that it is desirable for aforesaid parties to join together in this Joint Powers Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is need, by public educational agencies as defined in this agreement all governmental entities possessing precisely the same statutory authority and power for purposes of Government Code Section 6509, for a joint program for workers' compensation excess protection

WHEREAS, SAWCXII offers two programs: (1) for Participating Members as later defined, participated in the excess workers' compensation program; and (2) an option for Limited Purpose Members as later defined to transfer loss portfolios for workers' compensation claim liabilities; and

WHEREAS, it has been determined by such signatories that a joint program for workers' compensation excess protection and the transfer of loss portfolios for worker' compensation claims are of value on an individual and mutual basis; and

WHEREAS, Title 1, Division 7. Chapter 5, Article 1 of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for a joint program for workers' compensation excess protection for their mutual advantage and concern; and

WHEREAS, it is the desire of the signatories hereto to study and from time to time to incorporate other forms of risk management into a joint program such as that described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the parties hereto does agree as follows:

1. CREATION OF THE JOINT POWERS ENTITY

A Joint Powers Entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created and shall hereafter be designated as the Schools Alliance for Workers' Compensation Excess Self Funded (hereinafter referred to as the "SAWCX II").

2. FUNCTIONS OF SAWCX II

A. SAWCX II is established for the purposes of administering this Agreement, pursuant to the Joint Powers provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a joint program for workers' compensation excess protection against the members of the public agencies who are Participating Members thereof, and providing a means for transferring loss portfolios of workers' compensation claims to carriers and/or other third party coverage providers, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding other joint programs.

B. The functions of SAWCX II are:

(1) To provide a joint program and system, as stated in the memorandum of coverage and given to each Participating Member, for workers' compensation excess claims against the Participating Members of SAWCX II and as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, safety engineering, and other development as necessary for the payment and handling of all workers' compensation excess claims against the Participating Members.

(2) To facilitate a Workers' Compensation Loss Portfolio Transfer of self-insured liabilities of the Limited Participation Members to a third party, as determined by the Board of Directors, and in compliance with the policies and procedures

as may be adopted by the Board of Directors regarding such transfers.

(3) To pursue any Participating Members' right of subrogation against a third party when in the discretion of the Board of Directors the same is appropriate. Any and all proceeds resulting from the assertion of such subrogation rights shall accrue to the benefit of the Participating Members against which the claim is charged.

(4) To enter into contracts.

(5) To obtain appropriate insurance coverage as determined by the Board of Directors.

(6) To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the membership with the necessary education, study, development, and implementation of a joint program, for workers' compensation excess including, but not limited to, the acquisition of facilities and equipment, the employment of personnel, and the operation and maintenance of a system for the handling of the joint program.

(7) To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.

(8) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity.

(9) To invest surplus reserve funds as deemed appropriate by the Board of Directors, and as subject to law.

(10) To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other joint programs.

(11) To sue and be sued in the name of SAWCX II.

(12) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

3. POWERS OF SAWCX II

SAWCX II shall have the power and authority to exercise any power common to the public agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of SAWCX II shall be

subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a Participating Member, or Joint Powers Authority except as otherwise provided in this Agreement.

In compliance with applicable provisions of Sections 6505 and 6505.5 of the California Government Code, SAWCX II shall be accountable for all of its funds. The statutory responsibilities of the treasurer and auditor shall be as specified in the Bylaws.

4. TERM OF THE AGREEMENT

This Agreement shall be effective and binding on any signatory thereto upon execution. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized public agency may be substituted as a party or as parties to this Agreement.

5. BYLAWS

A. SAWCX II shall be governed pursuant to certain Bylaws, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "A", as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that SAWCX II shall be operated pursuant to this Agreement and said Bylaws.

B. Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. All amendments must be approved by a majority vote of the Board of Directors Participating Members present before the amendment shall become effective. Unless expressly stated otherwise in the amendment, such amendments shall be binding upon the Participating Members and Limited Participation Members. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated in the amendment.

6. MEMBERSHIP IN SAWCX II

A. There are two categories of membership in SAWCX II; Participating Members and Limited Purpose Members. Eligible public entities to participate in SAWCX II are as defined in this Agreement.

B. Each party to this Agreement must be eligible and approved by the Board of Directors for its category of membership as provided in the Bylaws.

C. Participating Membership shall be effective on the date that this Agreement is executed by the prospective member provided that its membership has been authorized by the

SAWCXII Board. Each party that becomes a member of SAWCX II shall be entitled to the rights and privileges afforded to its category of membership by the Agreement and the SAWCXII Bylaws, attached hereto and made a part hereof. By signing this Agreement, each prospective member agrees that it shall be bound by the terms of this Agreement and the SAWCXII Bylaws, attached hereto and incorporated herein.

D. The Limited Purpose Membership shall be effective as of the transfer date set forth in the proposal. Each party that becomes a member of SAWCX II shall be entitled to the rights and privileges afforded to its category of membership by the Agreement and the SAWCXII Bylaws, attached hereto and made a part hereof. By signing this Agreement, each prospective member agrees that it shall be bound by the terms of this Agreement and the SAWCXII Bylaws, attached hereto and incorporated herein. Limited Participation Members shall be non-voting members and shall not be eligible to hold office.

E. The execution of a loss portfolio transfer by a Limited Participation Member shall not change its status as a Participating Member.

F. Each Participating Member shall be subject to a minimum self-insured retention per occurrence for workers' compensation excess as established by the Board of Directors.

7. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

A. A Participating Member who has completed the minimum term as described in the Bylaws may voluntarily terminate this Agreement as to itself and withdraw from Participating Membership in SAWCX II. The process for such termination shall be as described in the Bylaws.

B. A Participating Member may be involuntarily terminated upon a written or full membership meeting vote of two-thirds (2/3) of the remaining Participating Members, as provided by the Bylaws. The termination of one's status as a Participating Member shall operate to terminate the Agreement as to such party.

C. A Limited Purpose Member may not terminate its membership or withdraw from the program without the unanimous approval of the Board.

8. TERMINATION OF AGREEMENT

This Agreement may be terminated effective at the end of any fiscal year by three-fourths (3/4) vote of the Board of Directors of SAWCX II; provided, however, that SAWCX II and this Agreement shall continue to exist for the purpose of disposing of all claims distribution of assets, and all other functions necessary to conclude the affairs of SAWCX II.

9. DISPOSITION OF PROPERTY AND FUNDS

A. In the event of the dissolution of SAWCX II, the complete rescission, or other final

termination of this Agreement by the public agencies then a party hereto, any property interest remaining in SAWCX II following a discharge of all obligations shall be disposed of as provided for in the Bylaws.

B. In the event a Participating Member withdraws from this Agreement, any property interest of that Participating Member remaining in SAWCX II following discharge of all obligations shall be disposed of as provided for in the Bylaws.

C. "Obligations," as referred to herein, shall include, but not be limited to, all payments required by law together with all reserves which have been established for the purpose of paying incurred claims together with any other legal obligations incurred by SAWCX II pursuant to this Agreement.

10. AMENDMENTS

This Agreement may be amended at any time by a majority vote of the Board of Directors. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in the amendment.

11. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

12. LIABILITY

A. Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the Participating Members are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the Participating Members or upon SAWCX II for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement.

If a Participating Member of SAWCX II is held liable upon any judgment for damages caused by such an act or omission and makes payments in excess of its pro rate share on such judgment, such Participating Member or SAWCX II is entitled to contribution from each of the other Participating Members that are parties to the Agreement. A Participating Member's pro rata share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws.

B. The self-insured liabilities of the Limited Purpose Members will be transferred to a third party and will not be pooled. SAWCX II will transfer 100% of the liabilities under the Loss Portfolio Program and will not be retaining any of the transferred liability. Accordingly, Limited Purpose Members are not jointly or severally liable under Sections

895, et seq., of the California Government Code.

C. SAWCX II may insure itself, to the extent deemed necessary or appropriate by the Board of Directors, against loss, liability, and claims arising out of or connected with this Agreement.

D. Under no circumstance shall SAWCXII use its own funds for the payment of any liability that is part of the Workers' Compensation Loss Portfolio Transfer Program or for any premium due for such transfer.

13. ENFORCEMENT

SAWCX II is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by SAWCX II and judgement is recovered against a member, the member shall pay all costs incurred by SAWCX II, including reasonable attorney's fees as fixed by the court.

14. DEFINITIONS

The terms used herein and in the Bylaws shall have the following meanings:

A. "**SAWCX II**" shall mean the Schools Alliance for Workers' Compensation Excess Group Purchase created by this Agreement.

B. "**Board of Directors**" shall mean the governing board of SAWCX II established by the Bylaws to direct and control SAWCX II.

C. "**Claims Service**" shall mean a claim adjuster as may be engaged by the Board of Directors for the purpose of determining losses and payments with respect to the Claims Fund.

D. "**Contribution**" shall mean money paid by a Participating Member to SAWCX II.

E. "**Workers' Compensation Excess**" shall mean coverage for workers' compensation and employees liability claims in excess of Participating Members self-insured retention as further defined in the memorandum of coverage.

F. **"Workers' Compensation Loss Portfolio Transfer Program"** shall mean the program established by SAWCX II for and with consideration, of self-insured workers' compensation claim liabilities to a carrier or other coverage provider with prior authorization to the extent required by law.

G. "**Loss Reports**" shall mean a report showing a Participating Members' workers' compensation excess claims in detail including current status.

H. "**Memorandum of Coverage**" shall mean the document stating the type of program and the scope of liability for workers' compensation excess coverage for the Participating Members as adopted by the Board of Directors.

I. **"Participating Member**" shall mean an individual school district, community college district, regional occupational center or program, the county board of education or county superintendent of schools, or joint powers authority comprised solely of public educational agencies that is participating in the program of excess coverage afforded through SAWCX II.

J. **"Premium"** shall mean the amount charged to each Limited Purpose Member for the transfer of its liabilities.

K. **"Limited Purpose Member"** shall mean the public education agency that has joined SAWXC II for the sole purpose of effecting Loss Portfolio Transfer for Workers' Compensation Claim Liabilities to a third party.

L. "**Public Educational Agency**" shall mean a school district, community college district, regional occupational center or program, county board of education or superintendent of schools or joint powers authority comprising solely of public educational agencies.

M. "**Reserves**" shall mean those parts of Participating Member contributions held by SAWCX II to make future workers' compensation excess payments as respects to claims that have been incurred but are unpaid.

N. **"Joint Program**" shall mean the group purchasing of insurance, risk management and/or JPA administration services, the setting aside of funds and reserves to pay for losses not covered by insurance, or any other approved means of mitigating the cost of risk for the Member

O. "**Pro-Rata Share**" shall mean each Participating Member's financial contribution in proportion to the total of all Participating Member's contributions for each fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

Name of Entity: _____

Date: _____

By: _____

Title: _____

Name of Entity: _____

Date: _____

By: _____

Title: _____

SAWCX
Schools Alliance for Workers' Compensation Excess

EXHIBIT "A"

BYLAWS

SAWCX
Schools Alliance for Workers' Compensation Excess

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SAWCX II
Schools Alliance for Workers' Compensation Excess

BYLAWS

SCHOOLS ALLIANCE FOR WORKERS' COMPENSATION EXCESS SELF FUNDED JOINT POWERS AUTHORITY

PREAMBLE

Schools Alliance for Workers' Compensation Excess Self Funded ("SAWCX II") Joint Powers Authority is established for the purposes of providing the services and other items necessary and appropriate for the establishment, operation, and maintenance of a joint program for workers' compensation excess protection for the public educational agencies who are Members hereof, facilitating the transfer of Member workers' compensation claims liabilities and providing a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding programs of Workers' Compensation Excess insurance.

ARTICLE I

BOARD OF DIRECTORS

A. A Board of Directors is hereby established to direct and control the Authority.

B. The Board of Directors will consist of at least three (3) Participating Members, who will be the designated official representatives of current or former SAWCX II Participating Members (as defined later herein) as selected by majority vote of the Members of the Board of Directors in attendance.

C. Each Member of the Board of Directors shall have one (1) vote. Each Board Member may designate an alternate to serve and act on their behalf in their absence.

D. The Board of Directors may conduct meetings as permitted by the Ralph M. Brown Act; provided, however, that it will hold at least one regular meeting each fiscal year. The date, time, and place for each such regular meeting shall be fixed by resolution of the Board of Directors, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Board of Directors and filed with each Participating Member of the Authority. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, et seq., of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Board of Directors not inconsistent therewith. The Board of Directors shall cause minutes of its meetings to be kept, and shall promptly transmit to the Participating Members of the Authority true and correct copies of the minutes of such meetings. The Board of Directors shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its Members as an officer for the purpose of receiving service on behalf of the Board of Directors. The Board of Directors shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the County Clerk.

E. For Participating Members, the Board of Directors shall determine contributions and the method by which contributions will be paid to the Authority. Contributions shall be based upon estimated total payroll for the current fiscal year. Final contributions will be adjusted based on actual total payroll for the period. The Board of Directors reserves the right to audit the payroll of any or all Participating Members. The Board of Directors

shall also provide for additional assessments during the year, if necessary or appropriate, to allow for increased costs and expenses as may occur. The Board of Directors shall insure that a complete and accurate system of accounting of the Authority shall be maintained at all times consistent with established auditing standards and accounting procedures.

F. The Board of Directors may establish and dissolve working committees. The President shall appoint the Chairperson and Board Members from the Authority's past or present Participating Members. The Board of Directors may delegate certain authority to those committees other than those specifically reserved for the Board of Directors as described in these Bylaws.

G. The Board of Directors shall have the power, authority and duty to authorize the course and scope of investigation, defense, settlement and payment of workers' compensation excess claims against Participating Members of the Authority arising out of facts occurring during membership.

ARTICLE II

RULES OF THE BOARD OF DIRECTORS

A. The Board of Directors may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, these Bylaws, or the Joint Powers Agreement.

B. A quorum for the transaction of business by the Board of Directors shall consist of a majority of the Board of Directors. All action shall require the approval of a majority of the Board Members present unless specified otherwise in these Bylaws.

C. No one serving on the Board of Directors shall receive any salary or compensation from the Authority.

D. The Board of Directors may approve reimbursement for expenses incurred at its direction.

E. All expenditures of funds shall be authorized by the Board of Directors.

ARTICLE III

OFFICERS

A. The officers of the Authority shall be elected by a majority vote of the Participating Members present. The principal officers shall be a President, a Vice President, a Secretary, and a Treasurer and each shall serve a term of office as may be established by the Board of Directors in its rules. Any person elected or appointed as an officer may be removed at any time, by a majority vote of the Board of Directors. All vacancies arising may be filled at any time by the majority vote of the Board of Directors. Limited Purpose Members are not eligible to hold office.

B. The President shall be the chief executive officer and shall have general supervision and direction of the business of the Authority, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall be a Member of all committees appointed by the Board of Directors. The President shall have

other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.

C. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.

D. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors when notice is required by law or these Bylaws. The Secretary shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the President.

E. The Treasurer shall be the chief financial officer of the Authority and shall assume the duties described in Sections 6505, 6505.1, and 6505.5 of the California Government Code, as follows:

1. Receive and receipt for all money of the Authority and place it in the Treasury so designated by the Board of Directors to the credit of the Authority.

2. Be responsible for the safekeeping and disbursement of all money of the Authority held by the Treasurer.

3. Pay, when due, out of money of the Authority so held by the Treasurer, all sums payable by the Authority only upon warrants authorized by the Treasurer and drawn by the Auditor-Controller of the Treasurer's County, or from a commercial account in a financial institution approved by the Board of Directors.

4. Verify and report in writing on the first day of July, October, January, and April of each year or as soon as possible thereafter, to the Board of Directors, and the Authority the amount of money held for the Authority, the amount of receipts since the last Treasurer's report, and the amount paid out since the last Treasurer's report.

5. Custodian of the Authority's property.

6. The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by law or by the Board of Directors or the President.

ARTICLE IV

MEMBERSHIP IN THE AUTHORITY

A. Membership in the Authority shall be open to those public educational agencies as defined in the Agreement. There shall be two classes of Members:
1. Participating Members shall be those public educational agencies who join the Authority in order to participate in the joint program for workers' compensation self-insurance excess liability protection.
2. Limited Purpose Members shall be those public educational agencies who join the Authority in order to transfer a loss portfolio of their workers' compensation claim liabilities.

B. Each Participating Member shall have its workers' compensation excess coverages placed in the Authority's programs in order to remain eligible for membership, unless waived by a majority vote of the Participating

Members present.

C. Only authorized Participating Member employees are eligible to serve as the Participating Member's primary representative or alternate.

ARTICLE V

FINANCE

A. The Authority shall operate on a fiscal year from July 1st through June 30th.

B. The Board of Directors shall annually, on or before the first regularly scheduled meeting of the Program Year, adopt a budget showing each of the purposes for which the Authority will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy of the budget shall be transmitted to each Participating Member of the Authority.

C. Each Participating Member shall pay to the Authority each fiscal year the annual contribution as calculated and adopted by the Board of Directors pursuant to the following:

1. Participating Members' share shall be based upon each Participating Member's estimated program years Payroll, Loss History, Unusual Exposures, Total Insured Values and other information relative to providing coverage for the Participating Member. This shall be considered the Base Contribution Rate.

2. The Base Contribution Rate may be subject to modification based upon a Participating Member's claim experience and weighted against the relative size of the Participating Member. The methodology for modification will be calculated by the Authority's actuary and approved by the Board of Directors.

3. A share of all other costs as determined by the Authority.

4. Contributions are due and payable on receipt of invoice and shall be considered past due 60 days from receipt of invoice and a penalty assessed on the unpaid amount as determined by the Board of Directors.

D. Each Program Year of the Authority shall operate separately from every other Program Year in regard to its assets and obligations of the Authority and the Participating Members.

1. Should the total obligations for a Program Year of the Authority exceed the total assets of that year, the Participating Members may be assessed a Pro-Rata Share of the additional contribution required as approved by the Board of Directors. Late payment of additional Contributions are subject to late payment penalties as determined by the Board of Directors.

2. Any unanticipated non-claim expenditures, not incorporated into the current annual budget, will be assessed against the Participating Members, as determined by the Board of Directors. The assessment, if any, will be added to the Participating Member's subsequent Program Year's Contribution.

3. Should the total assets of a Program Year exceed the Obligations of that year, that year's Participating Members may receive a Pro Rata Share return of Contribution as determined by an actuary or consultant and approved by the Board of Directors.

4. The Authority's Capital Target, as adopted annually by the Board of Directors, must be met before any assets may be returned to the Participating Members, as in Paragraph D, 2 above.

5. All Contributions, Obligations, expenditures and disbursements of the Authority that can be separately and distinctly identified by Program Year shall be accounted for separately by each Program Year.

6. Joint Program revenues, Obligations and expenses (such as interest income, auditor fees, travel and meeting expenses, etc.) that cannot be separately and distinctly identified to a specific Program Year shall be allocated to each Program Year in a logical and consistent manner, as determined by the Board of Directors.

E. Any Subrogation recoveries received by the Authority, or its Participating Members, shall be credited to the amounts paid by the Authority for the Participating Member, with the remainder, if any, remitted to the Participating Member and accounted for separately by each Program Year.

F. A General Fund shall be established and maintained to receive monies, pay operating expenses hold reserves and pay claims of the Authority. The Authority shall accept and deposit in the General Fund all monies received.

G. An Operating Account shall be established and maintained out of monies received and deposited in the General Fund for:

1. Insurance premiums
2. Claims management expenses
3. Safety engineering
4. Data processing costs
5. Miscellaneous operating expenses
6. Loss Control

H. A Risk Management Fund shall be established, if necessary, and maintained out of monies received by and deposited in the General Fund for the purpose of funding Risk Management workshops/seminars, Loss Control/Loss Prevention programs and property appraisals for the benefit of the Participating Members.

I. Each Limited Purpose Member shall be solely responsible for the payment of any premiums and/or other fees as may be necessary for the transfer of its workers' compensation claims to a third party.. Under no circumstance shall the Authority or any member, whether a Participating Member or a Limited Purpose Member be liable for any financial liability (whether premium payments or loss payments and expenses) due from any other Limited Purpose Member.

ARTICLE VI

MEMORANDUM OF COVERAGE

A. In those years in which the Authority chooses to retain (self-insure) any risk of loss, a Memorandum of Coverage will apply to the risk retained. As soon as practicable following the effective date of each such program year, the Board of Directors shall distribute to Participating Members a Memorandum of Coverage.

B. The Memorandum of Coverage shall contain:

1. The basis of premium contributions;

2. The scope of protection provided for workers' compensation excess claims;

3. Other terms and conditions which the Board of Directors may consider necessary.

C. All risk of loss transferred to commercial carriers is written as excess insurance and is subject to the coverage forms of the carrier.

D. The coverage document for the Limited Purpose Members is included in the reinsurance agreement(s) and will govern the coverage being provided for the liabilities transferred under the Workers' Compensation Loss Portfolio Transfer Program.

ARTICLE VII

ACCOUNTS AND RECORDS

A. The Treasurer is the designated depository of the Authority in compliance with California Government Code 6505.5 and 6505.6.

B. The Authority is strictly accountable for all funds received and disbursed by it and, to that end, the Authority shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles or by any provision of law or any resolution of the Authority. Books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by representatives of the Participating Members. The Authority as soon as practical after the close of each fiscal year shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Participating Member of the Authority.

C. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special Districts under Section 26909 of the California Government Code and shall conform to Generally Accepted Auditing Standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record as required by law.

ARTICLE VIII

RISK MANAGEMENT

The Board of Directors of the Authority shall develop guidelines for risk management practices. Each of the Participating Members hereby agrees to implement in its agency the guidelines of risk management practices developed by the Board of Directors.

ARTICLE IX

PROCEDURES FOR PROSPECTIVE NEW PARTICIPATING MEMBERS

A. Board Review and Approval of Participating Membership

1. New Participating Members must be reviewed and approved for membership at a regular or special meeting of the Authority's Board prior to binding coverage.

2. After the new Participating Member prospect has been reviewed and approved for membership the Authority's Board will instruct the Authority's Manager to bind the required coverage, but coverage shall not commence until the date requested on the application.

3. New Participating Member's contribution will be pro-rated from date of binding of coverage to the end of the program year (July 1st).

ARTICLE X

LIMITED PURPOSE MEMBERSHIP

A. Public educational agencies wishing to transfer loss portfolios of workers' compensation claim liabilities may apply to join SAWCX II as a Limited Purpose Member.

B. The Board of Directors will establish the procedures by which Limited Purpose Members may transfer loss portfolios of workers' compensation claim liabilities, including, but not limited to:

1. A loss portfolio transfer is a onetime transaction.
2. Once a loss portfolio is transferred, the transfer cannot be reversed.
3. Limited Purpose Members may not withdraw from the program.
4. In the event that the third party coverage provider to which the claims are transferred should become insolvent, unwilling, or unable to pay the claims transferred, neither SAWCXII, the Participating Members, or any other Limited Purpose Member shall be liable for the claims of another Limited Purpose Member.

C. Participation in the Authority by a Limited Purpose Member requires that:

1. The Limited Purpose Member continues to be responsible for Office of Self-Insurance Plans (OSIP) Employer Assessments.

2. The Limited Purpose Member will continue to be responsible for workers' compensation Unallocated Loss Adjustment Expenses (eg: Third Party Administrator costs), using the Third Party Administrator designated by the entity accepting the transfer for the life of the transferred claims.

3. Limited Purpose Members shall be non-voting members of SAWCX II and ineligible to hold office.

4. Based on a quote from the third-party entity to which claims may be transferred, SAWCX II will prepare a proposal that will specify a premium amount, identify the claims to be transferred, and outline the terms and conditions of the transfer, including the ongoing responsibilities of the Limited Purpose Member. Prior to any claims being transferred, any public educational agency wishing to be a Limited

Purpose Member will be required to submit the premium amount specified in the proposal and execute and return the proposal and the SAWCX II JPA Agreement and Bylaws.

5. Each Limited Purpose Member shall waive any and all potential claims, and shall have no remedy, against SAWCX II, the Participating Members, or any other Limited Purpose Member.

6. Limited Purpose Members shall be responsible for conducting their own due diligence as to the efficacy and cost-effectiveness of any transfer of loss portfolios. SAWCX II provides no warranty or guarantee that a transfer of loss portfolios will accomplish any particular desired outcome for the Limited Purpose Member.

7. Limited Purpose Members shall be responsible for the pro rata share of expenses, if any, associated with Limited Purpose Membership.

8. Status as a Limited Purpose Member shall be effective once a prospective member has been approved by the Board, paid the premium specified in the proposal, and has executed all documents required for the effectuation of the transfer.

ARTICLE XI

WITHDRAWAL FROM OR TERMINATION OF PARTICIPATING MEMBERSHIP

A. Any Participating Member having completed three complete program years as a Participating Member of the Authority may withdraw from its status as a Participating Member and party to the Joint Powers Agreement at the end of the fiscal year by notifying the Board of Directors of the Authority in writing prior to December 31st of the fiscal year.

B. The Participating Member filing the notice of withdrawal shall notify the Authority in writing, together with a copy of the Participating Member's Board resolution or meeting minutes authorizing such action, no later than sixty (60) days prior to the end of the program year as to its final decision to leave the Authority. Failure to comply with the notification requirements and subsequent departure from the Authority shall result in a surcharge of the former Participating Member's final program year contribution of 20%.

C. The incurred claims, incurred but not reported claims, and all Contributions of the withdrawing Participating Member shall stay with the Authority. The withdrawing Participating Member shall continue to participate in each of the Program Years for which they were a Participating Member, per Article V, Paragraph D, of these Bylaws. The allocation of assets and Obligations as per Article V, Paragraph D, that were in effect for those years the withdrawing Participating Member was a Participating Member shall continue to stay in effect until those years are closed and clear of assets and/or Obligations.

D. A Participating Member may be involuntarily terminated from the Authority upon a written or membership meeting vote of two thirds (2/3) of all remaining Participating Members. Involuntary termination shall have the effect of eliminating the party as a signatory of the Joint Powers Agreement and as a Participating Member of the Authority, effective at the end of the fiscal year in which the action is taken or upon such other date as the Board of Directors may specify, but in no case less than sixty (60) days after notice of involuntary termination is given. The responsibility and participation of an involuntarily terminated Participating Member shall be the same as stated in Paragraph C of this article.

Grounds for involuntary termination include, but are not limited to, the following:

1. Failure or refusal to abide by the Agreement or Bylaws;

2. Failure or refusal of a Participating Member to abide by an amendment which has been adopted by the Board of Directors or by the Participating Members of the Authority as provided in the Agreement or these Bylaws;

3. Failure or refusal to pay contributions or assessments to the Authority as provided in Agreement or Bylaws;

4. Failure to comply with risk management or safety programs implemented by the Board of Directors;

5. Surrender of a Participating Member's Certificate of Self-Insurance.

E. Notwithstanding paragraph C above, the Board may allow current and former Participating Members of the Authority to liquidate their interests and obligations within the Authority and relieve SAWCX II of any further obligation to reimburse claims incurred during the requesting party's membership in the Authority. Such liquidation is subject to the notice requirements outlined in subsections A & B of Article XI above and must be compliant with any terms and conditions in effect established by the Board for such purposes.

ARTICLE XII

DISPOSITION OF PROPERTY AND FUNDS

A. In the event of the dissolution of the Authority, the complete rescission, or other final termination of the Joint Powers Agreement by all Participating Members or other public educational agencies then a party to the Agreement, any property interest remaining in the Authority following a discharge of all Obligations shall be disposed of pursuant to a plan adopted by the Board of Directors, with the objective of returning to each Participating Member or other agency which is then or was theretofore a party preceding the termination of the Agreement, a Pro Rata Share of each Program year's equity to which each Participating Member was a participant. The plan adopted by the Board of Directors shall include, but not be limited to, the following:

1. Claims outstanding and incurred but not reported to, the Authority shall be audited and calculated, by an independent auditor and actuary selected by the Board of Directors, for determination of future liabilities for expenses and costs to bring these claims to a conclusion.

2. The current fair value of Authority property shall be determined by the Board of Directors. If a Participating Member disagrees with the current fair value of Authority property as determined by the Board of Directors, the current fair value of said properties shall be determined by an independent appraiser selected by the Board of Directors.

B. If the Authority determines a dividend or return of Contributions is to be declared, such dividend or return of Contribution shall be computed pursuant to Article V, Paragraph D of these Bylaws.

C. Article XII applies only to Participating Members and does not apply to Limited Purpose Members.

ARTICLE XIII

INVESTMENT OF FUNDS

A. The Authority shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of the Authority as allowed by Section 53601 of the California Government Code.

B. The level of cash to be retained for the actual operation of the Authority shall be determined by the Board of Directors.

ARTICLE XIV

AMENDMENT

All amendments to these Bylaws must be approved by a majority vote of the Participating Members present before the amendment shall become effective. Such amendments shall be binding upon all Participating Members of the Authority. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

ARTICLE XV

SEVERABILITY

Should any portion, term, condition, or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE XVI

EFFECTIVE DATE

These Bylaws shall become effective immediately upon the effective date of the Joint Powers Agreement.

ARTICLE XVII

DEFINITIONS

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

A. "**Basis of Contribution**" shall mean the method by which the Board of Directors computes the Participating Members share of the cost of each Program Year of the Joint Program.

B. "**Capital Target**" shall mean the excess by which the assets exceed the liabilities for all the Program Years measured at a point in time as determined by the Board of Directors.

C. "**Joint Program**" shall mean the group purchasing of insurance, risk management and/or JPA administration services, the setting aside of funds and reserves to pay for losses not covered by insurance, or any other approved means of mitigating the cost of risk for the Participating Members.

D. **"Workers' Compensation Loss Portfolio Transfer Program"** shall mean the transfer, for and with consideration, of self-insured workers' compensation claim liabilities to a qualified carrier or other provider with the prior authorization of the Director of the California Department of Industrial Relations and in compliance with Title 8 California Code of Regulations Sections 15360, 15211.2, and 15201, and Labor Code Section 3702.8.

E. "**Net Contribution Available For Pool Operations**" shall mean the Contribution by each Participating Member for each Program Year less amounts paid for Participating Member's share of any excess insurance and individual risk management services.

F. "**Obligations**" shall mean to include, but not limited to, all payments required by law together with all Claim Liabilities and any other legal obligations incurred by the Authority pursuant to this Agreement and Bylaws.

G. "**Program Year**" shall mean one year of the Joint Program separate from each and every other Program Year and shall operate on fiscal year from July 1st through June 30th, or as otherwise determined by the Board of Directors.

H. "**Subrogation**" shall mean the recovery of payments which the Authority has made on behalf of a Participating Member. Subrogation monies received are the property of the Authority and for the Basis of Contribution are credited to the account of the Participating Member.

I. Eligible "**Members**" are all "public educational agencies" as defined in the Agreement.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Adopt Resolution of Intention to Approve Contract between SBCCD and CalPERS

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution of Intention to approve a contract between San Bernardino Community College District and CalPERS to participate in the prepared CalPERS Safety Member Actuarial Valuations effective September 1, 2023.

OVERVIEW

The San Bernardino Community College District participation in a CalPERS Safety Retirement System, effective September 1, 2023 for School Safety Members as defined in Government Code Section 20444.

ANALYSIS

The recommendation to participate in the CalPERS Safety plan for School Safety Members is based on an analysis of several factors, including the need to remain competitive in the job market. Future annual costs of the proposed contract is estimated to be $121,343.02, which would result in an estimated $89,814.97 savings to the District.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost for participation in this plan is included in the appropriate 2023-2024 budgets.

EXHIBIT

California
Public Employees' Retirement System

CONTRACT

Between the Board of Administration California Public Employees' Retirement System and the Board of Trustees San Bernardino Community College District

In consideration of the covenants and agreement hereafter contained and on the part of both parties to be kept and performed, the governing body of above public agency, hereafter referred to as "Public Agency", and the Board of Administration, Public Employees' Retirement System, hereafter referred to as "Board", hereby agree as follows:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 57 for local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after _____ making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

a. Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

b. Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

c. Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

a. School Safety Members (herein referred to as local safety members).

5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. **MISCELLANEOUS MEMBERS; AND**

b. **FIREFIGHTERS.**

6.. The percentage of final compensation to be provided for local safety members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).

7. Public Agency elected and elects to be subject to the following optional provisions:

a. Section 20444 ("School Safety Member" shall include any officer or employee of a school district or community college district as described in Government Code Section 20444).

b. Section 20042 (One-Year Final Compensation) for classic members only.

8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local safety members of said Retirement System.

9. Public Agency shall also contribute to said Retirement System as follows:

   a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

   b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

EXHIBIT—DO NOT SIGN.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF TRUSTEES
SAN BERNARDINO COMMUNITY
COLLEGE DISTRICT

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

RESOLUTION OF INTENTION

TO APPROVE A CONTRACT

BETWEEN THE

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

AND THE

BOARD OF TRUSTEES
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies in the Public Employees' Retirement System, making their employees members of said System, and sets forth the procedure by which participation may be accomplished; and

WHEREAS, one of the steps required in the procedure is the adoption by the governing body of the public agency of a resolution giving notice of intention to approve a contract for such participation of said agency in the Public Employees' Retirement System, which resolution shall contain a summary of the major provisions of the proposed retirement plan;

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the above agency gives, and it does hereby give notice of intention to approve a contract between said governing body and the Board of Administration of the Public Employees' Retirement System, providing for participation of said agency in said retirement system, a copy of said contract and a copy of the summary of the major provisions of the proposed plan being attached hereto, as an "Exhibit", and by this reference made a part hereof.

By:_____
Presiding Officer

_____
Title

_____
Date adopted and approved

California Public Employees' Retirement System
Financial Office | Pension Contracts & Prefunding Programs Division
P.O. Box 942715, Sacramento, CA 94229-2715

www.calpers.ca.gov
888 CalPERS (or **888**-225-7377)
TTY: (877) 249-7442



CalPERS ID: 7548565539

Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Trustees of the San Bernardino Community College District

on _____.
(date)

_____
Clerk/Secretary

_____
Title

California Public Employees' Retirement System
Financial Office | Pension Contracts & Prefunding Programs Division
P.O. Box 942715, Sacramento, CA 94229-2715

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TTY: (877) 249-7442



CalPERS ID: 7548565539

Certification of Compliance with Government Code Section 7507

I hereby certify that in accordance with Government Code section 7507, the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement benefit(s) have been made public at a public meeting of the Board of Trustees of the San Bernardino Community College District on _____ which is at least two weeks prior to the adoption of the Resolution. Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

_____
Clerk/Secretary

_____
Title

Date _____

California Public Employees' Retirement System
Financial Office | Pension Contracts & Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703

www.calpers.ca.gov
888 CalPERS (or **888**-225-7377)
TTY: (877) 249-7442



7548565539

May 31, 2023

Subject:
Summary of Benefits & Exclusions—School Police

Enclosed is a summary of the benefits and exclusions that are included in all CalPERS contracts and an exhibit of the benefits and benefit formulas that will be utilized in your agency's actuarial calculation.

Retirement law provides for the following benefits in each contract:

- Three highest years' final compensation average.*
- Pre-Retirement Death Benefit—Basic Death Benefit or 1959 Survivor Benefit.*
- Post-Retirement Death Benefit—$500 lump sum payment.*
- Industrial disability for local safety members.
- Minimum retirement age for safety is 50 years.

You are permitted to contract with PERS by category. This means that you are not required to include Police and Fire and Miscellaneous. However, all employees in a covered category must be members of the Retirement System unless they are specifically excluded by the Government Code as follows:

- Employees with appointment or employment contracts that do not fix a term of full-time, continuous employment in excess of six months.
- Employees serving on a part-time basis where his/her position requires service for less than an average of 20 hours a week.
- Seasonal, limited-term, on-call, emergency, intermittent, substitute, or other irregular-basis employees that work less than 125 days or 1,000 hours in a fiscal year.

Note: Comprehensive Employment and Training Act (CETA) employees hired into safety positions, e.g., police officers, firefighters, etc., are not excluded from CalPERS membership.

San Bernardino Community College District

Exhibit

Date: May 31, 2023 **San Bernardino Regional Office**

San Bernardino Community College District— 7522.25(d) (2.7% @ 57)

School Police

Social Security Coverage	Yes
Effective Date	January 1, 1956
Exclusions	

Retirement Coverage

Formula	Section 7522.25(d) (2.7% @ 57) W/SS Supplemental
Final Compensation	Section 20042 (One Year Final Compensation) classic local safety members
Final Compensation	Section 20037 (Three Years Final Compensation) new local safety members
Employee Contribution Rate	%
Prior Service %	0%

School Mandated Benefits

☒ Section 20963.5 (Unused Sick Leave—School Member)
☒ Section 21551 (Death Benefit After Remarriage)
☒ Section 21623 ($2,000 Retired Death Benefit)
☒ Section 21630 (Post-Retirement Survivor Allowance 25%)
☒ Section 21635 (PRSA to Continue After Remarriage)

Pooled Mandated Benefits

☒ Section 20965 (Unused Sick Leave—Local Member)
☒ Section 21548 (Pre-Retirement Option 2W Death Benefit)
☒ Section 21022 (Public Service Credit for Periods of Layoff)
☒ Section 21023.5 (Public Service Credit for Peace Corps or AmeriCorps VISTA, or AmeriCorps Service)
☒ Section 21024 (Military Service Credit as Public Service)
☒ Section 21027 (Military Service Credit for Retired Persons)

Optional Benefits

☒ Section 20444 (School Safety Member)
☒ Section 20042 (One-Year Final Compensation)

Exclusions from CalPERS Membership Yes
FIREFIGHTERS AND MISCELLANEOUS EMPLOYEES

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Conduct a Public Hearing and Acknowledge Initial Proposals to Negotiate 2023-2026 Successor Contract between SBCCD and the SBCCDPOA

RECOMMENDATION

1) It is recommended that the Chair of the Board of Trustees open a hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between SBCCD and the SBCCDPOA as attached, and following any comments from the public, the Chair of the Board of Trustees close the hearing.

2) It is further recommended that, having conducted a public hearing pursuant to Government Code 3547, the Board of Trustees acknowledge these proposals and the parties commence negotiations.

OVERVIEW

Government Code 3547 requires that all initial proposals for collective bargaining be presented at a public meeting. This is commonly known as *sunshining*.

ANALYSIS

This board item makes public the proposal to negotiate the successor agreement as proposed by the District.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

The San Bernardino Community College District's (SBCCD)
2023-2026 Successor Negotiations Sunshine Proposal

The San Bernardino Community College District's (SBCCD) present our initial proposal to negotiate 2023-2026 SBCCDPOA Successor Contract. The District desires to alter or amend the following articles as indicated and presents our proposal for public discussion in accordance with Government Code 3547 as follows:

ARTICLE 1: RECOGNITION

- The District will propose to add clarification language

ARTICLE 2: MANAGEMENT RIGHTS

- The District will propose to add clarification language

ARTICLE 3: NO DISCRIMINATION

- The District will propose to add clarification language

ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- The District will propose language to update/clarify language regarding release time

ARTICLE 6: HOURS OF WORK AND OVERTIME:

- The District will propose language to update/clarify language, including defining the seniority date

ARTICLE 7: PAY AND ALLOWANCES:

- The District will propose language to update/clarify language
- The District will propose language to update/clarify the timeline for the submission of special compensation under Article 7.3.3 and Article 7.3.4
- The District will propose language to update language in Article 7.6.1 Payroll Errors

ARTICLE 9: LAYOFF AND REEMPLOYMENT:

- The District will propose language to define hire date; seniority and clarify the reemployment list
- The District will propose language to capture legal changes and update/clarify language

ARTICLE 12: HOLIDAYS

- The District will propose language to update/clarify article language regarding holidays

ARTICLE 13: EVALUATION PROCEDURE:

- The District will propose language to update evaluation content in accordance with Title 5
- The District will propose language to update the evaluation process/procedure
- The District will propose language to update the probationary period evaluations to align with the FTO timeline

ARTICLE 14: LEAVES:

- The District will propose language to update/clarify language

ARTICLE 15: IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

- The District will propose language to update/clarify processes

ARTICLE 16: PERSONNEL:

- The District will propose language to update the reclassification process and language

ARTICLE 17: PROGRESSIVE DISCIPLINE:

- The District will propose language to clarify cause definitions, including propose language to update/clarify article language and process

ARTICLE 19: VACATIONS:

- The District will propose language to update the vacation accrual formula, establish a cap, clarify the payout process and vacation scheduling

The District reserves the right to amend or modify its proposal during negotiations.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Conduct a Public Hearing and Acknowledge Initial Proposals to Negotiate 2023-2026 Successor Contract between CSEA and the SBCCD

RECOMMENDATION

1) It is recommended that the Chair of the Board of Trustees open a hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between CSEA and the SBCCD as attached, and following any comments from the public, the Chair of the Board of Trustees close the hearing.

2) It is further recommended that, having conducted a public hearing pursuant to Government Code 3547, the Board of Trustees acknowledge these proposals and the parties commence negotiations.

OVERVIEW

Government Code 3547 requires that all initial proposals for collective bargaining be presented at a public meeting. This is commonly known as *sunshining*.

ANALYSIS

This board item makes public the proposal to negotiate the successor agreement as proposed by the CSEA.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

Initial Proposal for 2023-2026 Successor Agreement
California School Employees Association
San Bernardino Community College District #291

The California School Employees Association and its San Bernardino Community College District #291 does hereby request to add to ongoing successor agreement for the 2023-2026 successor agreement the following contract articles:

Article 7: Pay and Allowances

- Align the salary schedule to attract and retain quality employees and reward long term employees.
- Add language that shall include a clause for parity between CSEA and other employee groups but shall not be limited to said clause.
- Increase Appendix G, Salary Schedule, by the governors, proposed COLA amount.
- Increase eligibility pool for the Bilingual/Biliterate stipends.

Article 10: Health and Welfare Benefits

- Increase District contribution to health and welfare benefits.

Article 14: Leaves

- Update language to improve sick leave.
- Update and clarify personal necessity leave.

Article 16: Personnel

- Add clarifying language to the reclassification review process.

Article 17: Progressive Discipline

- Update and clarify cause for disciplinary action.

Article 19: Vacations

- Update to increase vacation accrual formula.

Please place this Initial Proposal on the May 2023 Board of Trustees agenda in compliance with the Education Employment Relations Act (EERA). In addition, please contact Noah Snyder, Labor Relations Representative, to coordinate dates with both negotiation teams.

Submitted by: Cassandra Thomas
Cassandra Thomas, Chapter President
CSEA, Chapter 291

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Conduct a Public Hearing and Acknowledge Initial Proposals to Negotiate 2023-2026 Successor Contract between SBCCD and the CSEA

RECOMMENDATION

1) It is recommended that the Chair of the Board of Trustees open a hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between SBCCD and the CSEA as attached, and following any comments from the public, the Chair of the Board of Trustees close the hearing.

2) It is further recommended that, having conducted a public hearing pursuant to Government Code 3547, the Board of Trustees acknowledge these proposals and the parties commence negotiations.

OVERVIEW

Government Code 3547 requires that all initial proposals for collective bargaining be presented at a public meeting. This is commonly known as *sunshining*.

ANALYSIS

This board item makes public the proposal to negotiate the successor agreement as proposed by the District.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

The San Bernardino Community College District's (SBCCD)
2023-2026 Successor Negotiations Sunshine Proposal

The San Bernardino Community College District's (SBCCD) present our initial proposal to negotiate 2023-2026 CSEA Successor Contract. The District desires to alter or amend the following articles as indicated and presents our proposal for public discussion in accordance with Government Code 3547 as follows:

ARTICLE 6: HOURS OF WORK AND OVERTIME:

- The District will propose language to update/clarify article language and processes

ARTICLE 7: PAY AND ALLOWANCES:

- The District will propose language to update/clarify article language
- The District will propose language to address Article Payroll Errors 7.8.1

ARTICLE 9: LAYOFF AND REEMPLOYMENT:

- The District will propose language to update/clarify article language
- The District will propose language to define preference

ARTICLE 12: HOLIDAYS

- The District will propose language to update/clarify article language regarding holidays

ARTICLE 13: EVALUATION PROCEDURE:

- The District will propose language to update evaluation content in accordance with Title 5
- The District will propose language to update the evaluation process/procedure

ARTICLE 14: LEAVES:

- The District will propose language to update/clarify article language
- The District will propose language to define Article Personal Necessity Leave 14.6
- The District will propose language to capture new legal requirements

ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

- The District will propose language to update/clarify article language and processes

ARTICLE 16: PERSONNEL:

- The District will propose language to update the reclassification process and language
- The District will propose language to update/clarify article language and processes

ARTICLE 17: PROGRESSIVE DISCIPLINE:

- The District will propose language to update/clarify article language and process

ARTICLE 19: VACATIONS:

- The District will propose language to update/clarify article language and process

The District reserves the right to amend or modify its proposal during negotiations.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

REVIEWED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Employment Contract for Chancellor

RECOMMENDATION

It is recommended that the Board of Trustees approve an employment contract for the Chancellor as indicated below.

	Contract Dates	Salary
Diana Rodriguez	07/01/23 – 06/30/27	$394,460.00

OVERVIEW

The issuance of contracts places SBCCD in accordance with proper employment practices as well as documents, for both employee and employer, the specific conditions of employment.

ANALYSIS

The recommendation of salary amount is based on an analysis of several factors including the Association of California Community College Administrators Salary Study. The SBCCD Chancellor salary will need to increase to remain in the median salary range of comparable districts.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost of employment for this employee is included in the appropriate 2023-2024 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Salary Placement for Executive Managers

RECOMMENDATION

It is recommended that the Board of Trustees approve the salary placement for executive managers as presented.

OVERVIEW

Acting on the recommendation of Diana Z. Rodriguez, Chancellor, the employees on the attached list are submitted for approval.

ANALYSIS

Advancement on the Executive Management Salary Schedule is at the discretion of the Chancellor. The presented list of executive managers will receive this salary placement effective July 1, 2023 through June 30, 2026.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate 2023-2025 budgets.

Position	Annual Salary
Associate Vice Chancellor, Government Relations & Strategic Communications	$201,000.00
Vice Chancellor, Human Resources and Police Services	$276,000.00
Vice Chancellor, Educational & Student Support Services	$276,000.00
College President - Crafton Hills College	$295,000.00
College President - San Bernardino Valley College (Interim)	$307,472.00
Executive Vice Chancellor	$310,000.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Executive Management Salary Schedule
Board Approved 09/08/2022

Effective 7/01/2022
[v.5/22/2023.p.1|1]
Reflects 5% Increase Eff. 7/1/2022

POSITION		STEP									
Column1	Column2	A	B	C	D	E	F	G	H	I	J
1	Associate Vice Chancellor, Government Relations & Strategic Communications	$ 189,074	$ 194,746	$ 200,588	$ 206,605	$ 212,804	$ 219,188	$ 225,764	$ 232,536	$ 244,163	$ 256,371
2	▪ Vice Chancellor, Human Resources and Police Services ▪ Vice Chancellor, Business & Fiscal ▪ Vice Chancellor of Educational and Student Support Services	$ 222,439	$ 229,112	$ 235,985	$ 243,065	$ 250,357	$ 257,867	$ 265,604	$ 273,572	$ 287,251	$ 301,614
3	▪ College President	$ 238,097	$ 245,240	$ 252,597	$ 260,175	$ 267,981	$ 276,021	$ 284,301	$ 292,830	$ 307,472	$ 322,845
4	▪ Executive Vice Chancellor	$ 250,003	$ 257,503	$ 265,228	$ 273,185	$ 281,380	$ 289,821	$ 298,516	$ 307,472	$ 322,845	$ 338,987

Reflects 5% increase effective 7/1/2022

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Linda Fontanilla, Interim President, SBVC
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Adjunct and Substitute Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of adjunct and substitute academic employees as indicated on the attached list.

OVERVIEW

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis.

ANALYSIS

All requirements for employment processing will be completed prior to the contract start date. No individual will be offered a contract until Human Resources has cleared the individuals for employment.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost for employment of adjunct and substitute academic employees is included in the appropriate 2022-2023 and 2023-2024 budgets.

Adjunct and Substitute Academic Employees

Presented for Information July 13, 2023

[v.7.5.2023.p.2|7]

2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Dunlap, Nicole Michelle	SBVC	Communication Studies	Communication Studies
Fang Liang, Hsiao	SBVC	Biology	Biological Science
Halcon, John	SBVC	Pharmacy Technology	Pharmacy Technology
Price, Cody	SBVC	Biology	Biological Science
Rogers, Timothy	SBVC	Art	Art
Rotell, Valecia	SBVC	Student Development	Counseling
Sanchez, David	SBVC	Spanish	Foreign Languages
Sheble, Shawn	SBVC	Nursing	Nursing
Street, Karah	SBVC	Biology	Biological Science
Wilson, Justin	SBVC	HVAC/R	HVAC/R
Abad, Jeremy	CHC	English	English
Aguilar, Edward	CHC	Emergency Medical Services	Emergency Medical Technologies
Andersson-Cortez, Steven	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Anderson, Debra	CHC	Radiologic Technology	Radiologic Technology
Bader, Kelley	CHC	English	English
Baltierra, Anthony	CHC	Theatre Arts	Theatre Arts
Begley, David	CHC	Mathematics	Mathematics
Berry, Emily	CHC	Respiratory Technologies	Respiratory Technologies
Blank, Robert	CHC	English	English
Bogens, Mary	CHC	Fire Technology	Fire Technology
Booth, Geoffrey	CHC	Respiratory Technologies	Respiratory Technologies
Bowden, Christopher	CHC	Fire Technology	Fire Technology
Bradford, Deborah	CHC	Theatre Arts	Theatre Arts
Brossia, Karen	CHC	Counseling	Counseling
Brown, Joshua	CHC	Music	Music
Buchanan, Jamie	CHC	Psychology	Psychology
Carreon-Bailey, Rebecca	CHC	Child Development	Child Development
Carver, Memory	CHC	Emergency Medical Services	Emergency Medical Technologies
Castillo, Andrew	CHC	English	English
Chappell, Dempsey	CHC	Fire Technology	Fire Technology
Cifelli, Jessica	CHC	Child Development	Child Development
Cisneros, Cory	CHC	Fire Technology	Fire Technology

Adjunct and Substitute Academic Employees

Presented for Information July 13, 2023

[v.7.5.2023.p.3|7]

2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Clarke, Sally	CHC	Health Information Technology	Health Information Technology
Clement, Brooke	CHC	Counseling	Counseling
Commander, John	CHC	Emergency Medical Services	Emergency Medical Technologies
Cowans, Nicole	CHC	Theatre Arts	Theatre Arts
Crews, Carly	CHC	Emergency Medical Services	Emergency Medical Technologies
Crosby, Charles	CHC	Fire Technology	Fire Technology
Culotta, Donald	CHC	Fire Technology	Fire Technology
Davila, Rosa	CHC	Mathematics	Mathematics
Davis, Mark	CHC	Fire Technology	Fire Technology
De Boer, Frank	CHC	Fire Technology	Fire Technology
Delmonico, Shana	CHC	Counseling	Counseling
Dobbs, Anne	CHC	English	English
Downey, Jennifer	CHC	Psychology	Psychology
Ellsberry, Richard	CHC	Fire Technology	Fire Technology
Estus, Steven	CHC	English	English
Farley, Diana	CHC	Counseling	Counseling
Fellenz, Kathryn	CHC	Public Safety	Public Safety
Files, Shannon	CHC	Fire Technology	Fire Technology
Flores, Allison	CHC	Respiratory Technologies	Respiratory Technologies
Flory-Sanchez, Pamela	CHC	English	English
Flowers, Tanisha	CHC	Psychology	Psychology
Flowers, Todd	CHC	Education	Education
Ford, Megan	CHC	Fire Technology	Fire Technology
Fuller, Brent	CHC	Emergency Medical Services	Emergency Medical Technologies
Gaddy, Duran	CHC	Fire Technology	Fire Technology
Gairson, Pillip	CHC	Fire Technology	Fire Technology
Garcia, Claudia	CHC	Counseling	Counseling
Garcia, Edward	CHC	Respiratory Technologies	Respiratory Technologies
Gillette, Jeffrey	CHC	Fire Technology	Fire Technology
Gonering, Kyle	CHC	Emergency Medical Services	Emergency Medical Technologies
Gonzales, Kimberly	CHC	Respiratory Technologies	Respiratory Technologies
Granado, Alycia	CHC	Child Development	Child Development
Grigsby, Michael	CHC	Mathematics	Mathematics

Adjunct and Substitute Academic Employees

Presented for Information July 13, 2023

[v.7.5.2023.p.4|7]

2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Groff, Nathan	CHC	Fire Technology	Fire Technology
Hall, Grady Stanton	CHC	Emergency Medical Services	Emergency Medical Technologies
Hammond-Williams, Heather	CHC	Child Development	Child Development
Harris, Matti	CHC	English	English
Harold, Ryan	CHC	Fire Technology	Fire Technology
Herrick, Theresa	CHC	Psychology	Psychology
Hicks, Ashley	CHC	Respiratory Technology	Respiratory Technology
Higgins, Meagan	CHC	Psychology	Psychology
Hoehn, Marisela	CHC	Counseling	Counseling
Hogan, Ryan	CHC	Counseling	Counseling
Hopper, Randi	CHC	Child Development	Child Development
Houlihan, Francis	CHC	Art	Art
Hoyle, Dani	CHC	Respiratory Technologies	Respiratory Technologies
Huber, Jacob	CHC	Fire Technology	Fire Technology
Hubbell, Grant	CHC	Fire Technology	Fire Technology
James, Edna	CHC	Art	Art
Janssen, Joshua	CHC	Fire Technology	Fire Technology
Jaravato-Hanson, Rodolfo	CHC	Health Information Technology	Health Information Technology
Jasso, Heather	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Jones, Lela	CHC	Radiologic Technology	Radiologic Technology
Jordan, Jessica	CHC	Psychology	Psychology
Ketcherside, David	CHC	Fire Technology	Fire Technology
Khalaj-Le Corre, Monica	CHC	English	English
Knowlton, Troy	CHC	Radiologic Technology	Radiologic Technology
Kreiser, Virginia	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Kusko, Vaughan	CHC	Counseling	Counseling
Lagace, Paul	CHC	Fire Technology	Fire Technology
Lamb, Wendy	CHC	English	English
LaPointe, Stacy	CHC	English	English
Leon, Ralph	CHC	Mathematics	Mathematics
Loera, Anthony	CHC	Emergency Medical Services	Emergency Medical Technologies
Malinowsky, Grant	CHC	Fire Technology	Fire Technology

Adjunct and Substitute Academic Employees

Presented for Information July 13, 2023

[v.7.5.2023.p.5|7]

2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Malloy, David	CHC	Emergency Medical Services	Emergency Medical Technologies
Manzano, David	CHC	Respiratory Technologies	Respiratory Technologies
Martgan, Ann	CHC	Emergency Medical Services	Emergency Medical Technologies
Mattson, Haly	CHC	Counseling	Counseling
McGarvey, Lisa	CHC	Respiratory Technologies	Respiratory Technologies
McNamara, Laurence	CHC	Art	Art
McNaughton, Ana	CHC	Theatre Arts	Theatre Arts
Micham, Wendy	CHC	Psychology	Psychology
Millan, Christopher	CHC	English	English
Miller, Cameron	CHC	Emergency MedicalServices	Emergency Medical Technologies
Miller, Matthew	CHC	Emergency Medical Services	Emergency Medical Technologies
Molloy, David	CHC	Emergency Medical Services	Emergency Medical Technologies
Moore, Steven	CHC	Emergency Medical Services	Emergency Medical Technologies
Moreira, Tifany	CHC	Psychology	Psychology
Moreno, Omar	CHC	Mathematics	Mathematics
Morning, Sara	CHC	Emergency Medical Services	Emergency Medical Technologies
Morris, Nicholas	CHC	Respiratory Technologies	Respiratory Technologies
Mulder, Katherine	CHC	Counseling	Counseling
Nelson, Kristina	CHC	Psychology	Psychology
Nguyen, Nicholas	CHC	Respiratory Technologies	Respiratory Technologies
Nguyen, Phong	CHC	Emergency Medical Services	Emergency Medical Technologies
Nguyen, Uyen	CHC	Mathematics	Mathematics
Olivas, David	CHC	Fire Technology	Fire Technology
Orosco, Jennifer	CHC	Emergency Medical Services	Emergency Medical Technologies
Ortiz, Francisco	CHC	Fire Technology	Fire Technology
Ouellete, Anamay	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Overstreet-Murphy, Penni	CHC	Fire Technology	Fire Technology
Page, Tony	CHC	Fire Technology	Fire Technology
Parker, Andrew	CHC	Fire Technology	Fire Technology
Parker, Jacob	CHC	Respiratory Technologies	Respiratory Technologies
Partain, Jeff	CHC	Art	Art
Patchen, Dustin	CHC	Emergency Medical Services	Emergency Medical Technologies
Perez, Daniella	CHC	Child Development	Child Development

Adjunct and Substitute Academic Employees

Presented for Information July 13, 2023

[v.7.5.2023.p.6|7]

2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Piamonte, Rennard	CHC	Mathematics	Mathematics
Plaxton-Hennings, Charity	CHC	Child Development	Child Development
Polson, Elizabeth	CHC	English	English
Powell, Joe	CHC	Emergency Medical Services	Emergency Medical Technologies
Purper, Cammy	CHC	Child Development	Child Development
Rafeedie, Nidal	CHC	Respiratory Technologies	Respiratory Technologies
Ramkissoon, Rhiannon	CHC	Child Development	Child Development
Ramirez, Alejandra	CHC	Respiratory Technologies	Respiratory Technologies
Ramos, Sefferino	CHC	English	English
Randolph, Christopher	CHC	Fire Technology	Fire Technology
Raney, Bret	CHC	Fire Technology	Fire Technology
Robinson, Jesse	CHC	Mathematics	Mathematics
Rives, Ryan	CHC	Respiratory Technologies	Respiratory Technologies
Rodriguez, Christina	CHC	Counseling	Counseling
Sadiq, Fahima	CHC	Mathematics	Mathematics
Saenz, Heather	CHC	Emergency Medical Services	Emergency Medical Technologies
Samson, Danae	CHC	English	English
Sanford, Conchi	CHC	Art	Art
Schulz, Kathleen	CHC	Emergency Medical Services	Emergency Medical Technologies
Schuster, Jordan	CHC	Emergency Medical Services	Emergency Medical Technologies
Scott, Shella	CHC	Counseling	Counseling
Seager, Elena	CHC	Mathematics	Mathematics
Seek, Gabriel	CHC	Emergency Medical Services	Emergency Medical Technologies
Seaton, Thomas	CHC	Respiratory Technologies	Respiratory Technologies
Sheble, Noelle	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Shinnerl, Eva	CHC	English	English
Shum, Chang	CHC	Counseling	Counseling
Simonson, Scott	CHC	Music	Music
Simpson, Andrew	CHC	Emergency Medical Services	Emergency Medical Technologies
Smith, Jeffrey	CHC	Mathematics	Mathematics
Smith, Kimberly	CHC	Respiratory Technologies	Respiratory Technologies
Sonico, Melissa	CHC	English	English
Sosa, Sara	CHC	Counseling	Counseling

Adjunct and Substitute Academic Employees

Presented for Information July 13, 2023

[v.7.5.2023.p.7|7]

2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Stephens, Heather	CHC	Child Development	Child Development
Stevens, Sara Robin	CHC	English	English
Stupin, Mary	CHC	Music	Music
Sveen, Kristopher	CHC	Music	Music
Sweeney, Michael	CHC	Fire Technology	Fire Technology
Thronson, Glen	CHC	Emergency Medical Services	Emergency Medical Technologies
Thronson, Glen	CHC	Public Safety	Public Safety
Tiwari, George	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Toering, Noelle	CHC	Emergency Medical Services	Emergency Medical Technologies
Tovar, Rafael	CHC	Fire Technology	Fire Technology
Tran, Courtney	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Valles, Yoana	CHC	Licensed Vocational Nursing	Licensed Vocational Nursing
Vasquez, Henry	CHC	Emergency Medical Services	Emergency Medical Technologies
Vega, David	CHC	Emergency Medical Services	Emergency Medical Technologies
Verschell, Jeff	CHC	Mathematics	Mathematics
Vonk, David	CHC	English	English
Walsh, Sherry	CHC	Counseling	Counseling
Warr, Chris	CHC	Art	Art
Westholder, Joshua	CHC	Respiratory Technologies	Respiratory Technologies
White-Elliott, Cassundra	CHC	English	English
Winokur, Robert	CHC	Music	Music
Williams, Lynn	CHC	Child Development	Child Development
Wilson, Debra	CHC	Counseling	Counseling
Wolfe, Mary	CHC	Education	Education
Zeeb, John	CHC	Psychology	Psychology

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Appoint Temporary Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of temporary academic employees per the attached list.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

It is essential that each position be filled on a temporary basis while the recruitment process for a permanent replacement is being conducted.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of these appointments is included in the appropriate 2022-2023 budgets.

Appointment of Temporary Academic Employees

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.1|1]

Employee Name Location Assignment & Department	From	To	Range & Step	Fund	Live Scan Clearance
Booth, Geoffrey Assistant Professor, Respiratory Care CHC Respiratory Care	08/08/23	12/22/23	D1	Strong Workforce Programs	08/28/19
Estrada, Joshua G. Professor, Kinesiology & Health CHC Kinesiology	08/07/23	06/30/24	D1	General	01/19/18
Gamache, Diane Assistant Professor American Sign Language (ASL) SBVC Arts & Humanities	08/08/23	12/22/23	D1	General	05/23/18
Harold, Ryan Assistant Professor, Fire Technology CHC Fire Technology	08/08/23	06/30/24	D1	Strong Workforce Programs	12/04/18

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez Chancellor

REVIEWED BY: Diana Z. Rodriguez Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Classification Advancement for Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the advancement of classification for academic employees as indicated on the attached list.

OVERVIEW

The advancement of classification for academic employees on the attached list is submitted for approval.

ANALYSIS

The academic employees listed on the attached have completed the number of units necessary for classification advancement per the agreement between SBCCD and SBCCDTA (San Bernardino Community College District Teachers Association).

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The financial implications resulting from these reclassifications will be an additional cost to the appropriate 2023-2024 budgets.

Classification Advancement for Academic Employees

Submitted for Board Approval on July 13, 2023

[v.7.5.2023.p.2|2]

Employee Name Location Assignment Department	From Column	To Column	Days of Service	Effective Date
Garcia, Jaime Assistant Professor, Communication Studies SBVC Communication Studies	D	E	175	07/01/23
Ghazaleh, Rema Counselor SBVC Counseling	E	F	198	07/01/23
Gonzalez, Pedro Counselor SBVC Counseling	F	G	198	07/01/23
Holder, Patricia Professor, Kinesiology SBVC Kinesiology	E	F	175	07/01/23
Lopez, Maria Counselor SBVC Counseling	E	F	198	07/01/23
Mattson, Susan Professor, Communication Studies SBVC Communication Studies	E	F	175	07/01/23
Torrez, Micheal Professor, Chemistry SBVC Chemistry	E	F	175	07/01/23

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Linda Fontanilla, Interim President, SBVC

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Non-Instructional Pay for Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve non-instructional pay for academic employees as indicated on the attached.

OVERVIEW

Academic employees will be compensated at the agreed upon non-instructional rate of pay. This compensation is requested due to the periodic need for academic employees to assist with various department research, projects, committee work, or campus/community events.

ANALYSIS

As of July 1, 2022, non-instructional rates of pay are based on the Tentative Agreement by and between SBCCD and the CTA regarding *Article 10 Wages*, which was Board approved May 12, 2022.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success

FINANCIAL IMPLICATIONS

The cost of the non-instructional pay is included in the appropriate 2022-2023 and 2023-2024 budgets.

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.1|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Addington, Samuel Inland Empire Cybersecurity Grant Fund	SBVC	01/01/23	06/30/23	$52.00	128	$6,656.00	Computer Science Club - Student recruitment, mentoring, and competition training *Amendment: This item was originally approved at December 9, 2022 board meeting for 82.5 hours. We realized the hours need to be adjusted to 128 hours.*
Algattas, Daniel HR General Fund	SBVC	05/31/23	05/31/23	$52.00	6.5	$338.00	1st level interviews- Assistant Professor, Kinesiology *Ratification: Participation in the meeting occurred after board item submission deadline for June.*
Alvarez, Jason Strong Workforce Program Fund	SBVC	07/01/23	12/31/23	$57.00	72	$4,104.00	Adjunct Counselor - MAP/CPL
Andersen, Leif STEM-MESA Grant Fund	SBVC	07/01/23	06/30/24	$52.00	100	$5,200.00	STEM-MESA Faculty Sponsor *Ratification: Due to an oversight, this submission was left out of the June Board.*
Arnold, Anita STEM-MESA Grant Fund	SBVC	07/01/23	06/30/24	$52.00	100	$5,200.00	STEM-MESA Faculty Sponsor *Ratification: Due to an oversight, this submission was left out of the June Board.*
Arnold, Anita HR General Fund	SBVC	06/20/23	06/20/23	$52.00	2	$104.00	1st level interviews- Assistant Professor, Nursing *Ratification: Participation in meeting occurred after board item submission deadline for June.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.2|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Berry, Thomas HR General Fund	SBVC	06/01/23	06/02/23	$52.00	2	$104.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Brewer, Quincy HR General Fund	SBVC	05/31/23	05/31/23	$52.00	6.5	$338.00	1st level interviews- Assistant Professor, Kinesiology *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Brown, Robert Basic Skills-Categorical Fund	SBVC	04/07/23	04/21/23	$52.00	6	$312.00	Community of Practice Presentation *Ratification-: Faculty member was a late addition to the Spring 2023 roster of speakers due to waiting on responses from other potential speakers.*
Burckel, Georgia Middle College Grant Fund	SBVC	08/01/23	12/31/23	$63.00	340	$21,420.00	Adjunct Counselor Middle College
Burns-Peter, Davena HR General Fund	SBVC	06/10/23	07/15/23	$52.00	25	$1,300.00	1st level interview committee work- Assistant Professor, History *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Burns-Peters, Davena HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.3|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Castro, Anthony HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Chiem, Vinh Off-Campus Program Fund	SBVC	08/14/23	12/31/23	$63.00	410	$25,830.00	Adjunct Counselor Valley Now
Chou, Jesse Inland Empire Cybersecurity Grant Fund	SBVC	01/01/23	06/30/23	$52.00	214	$11,128.00	Computer Science Club - Student recruitment, mentoring, and competition training *Amendment: This item was originally approved at December 9, 2022 board meeting for 173.5 hours. We realized the hours needed to be adjusted to 214 hours.*
Cuny, Lucas HR General Fund	SBVC	06/08/23	06/22/23	$52.00	15	$780.00	1st level interview committee work - Laboratory Assistant II- Multimedia *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Ellis, Pamela Basic Skills- Categorical Fund	SBVC	08/14/23	12/31/23	$52.00	201	$10,452.00	Writing Center Lead Instructor-Extended Coverage
Garcia, Karina Basic Skills- Categorical Fund	SBVC	08/14/23	12/31/23	$52.00	201	$10,452.00	Writing Center Lead Instructor-Extended Coverage
Garibay, Thalia Middle College Grant Fund	SBVC	08/01/23	12/31/23	$61.00	340	$20,740.00	Adjunct Counselor Middle College

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.4|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Giles, Keenan HR General Fund	SBVC	06/10/23	07/15/23	$52.00	25	$1,300.00	1st level interview committee work-Assistant Professor, History *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Gomez, Edward HR General Fund	SBVC	06/10/23	07/15/23	$52.00	25	$1,300.00	1st level interview committee work-Assistant Professor, History *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Gomez, Fernando STEM-MESA Grant Fund	SBVC	07/01/23	06/30/24	$52.00	100	$5,200.00	STEM-MESA Faculty Sponsor *Ratification: Due to an oversight, this submission was left out of the June Board.*
Graham, Danielle HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Gregory, Leslie HR General Fund	SBVC	06/10/23	07/15/23	$52.00	25	$1,300.00	1st level interview committee work-Assistant Professor, History *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Hamdy, Rania HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.5|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Hecht, Andrea HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Huston, Celia Office of Instruction General Fund	SBVC	07/01/23	07/31/23	$52.00	50	$2,600.00	Faculty Chair Projects
Huston, Celia HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Huston, Celia HR General Fund	SBVC	06/05/23	06/21/23	$52.00	12	$624.00	1st level interview committee work- Dir, Secondary Educational Partnerships *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Huston, Celia HR General Fund	SBVC	06/07/23	06/07/23	$52.00	3	$156.00	2nd Level interviews- Assistant Professor,Accounting & Assistant Professor, Kinesiology *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Jaramillo, Richard HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.6|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Johnson, Kimberly HR General Fund	SBVC	06/05/23	06/21/23	$52.00	12	$624.00	1st level interview committee work- Dir, Secondary Educational Partnerships *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Knight, Denise Office of Instruction General Fund	SBVC	06/01/23	06/30/23	$52.00	25	$1,300.00	Strategic Enrollment Management Academy *Ratification: Strategic Enrollment Management Team was chosen after the May Board deadline.*
Knight, Denise Office of Instruction General Fund	SBVC	07/01/23	06/30/24	$52.00	75	$3,900.00	Strategic Enrollment Management Academy *Ratification: Strategic Enrollment Management Team was chosen after the June Board deadline.*
Lawler, Kenneth HR General Fund	SBVC	06/10/23	07/15/23	$52.00	25	$1,300.00	1st level interview committee work- Assistant Professor, History *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Lechuga, Thomas HR General Fund	SBVC	06/20/23	06/20/23	$52.00	2	$104.00	1st level interviews- Assistant Professor, Nursing *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Lemieux, Jessy STEM-MESA Grant Fund	SBVC	07/01/23	06/30/24	$52.00	100	$5,200.00	STEM-MESA Faculty Sponsor *Ratification: Due to an oversight, this submission was left out of the June Board.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.7|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Maestre, Joanne Office of Instruction General Fund	SBVC	07/10/23	08/03/23	$52.00	92	$4,784.00	Tutoring Center Adjunct
Maldonado, Lourdes Office Of Instruction General Fund	SBVC	07/01/23	08/10/23	$57.00	70	$3,990.00	STEM-MESA Counseling *Ratification: Due to an oversight, this submission was left out of the June Board.*
Maldonado, Lourdes Office Of Instruction General Fund	SBVC	08/11/23	12/30/23	$59.00	352	$20,768.00	STEM-MESA Counseling
Maldonado, Lourdes Office Of Instruction General Fund	SBVC	01/01/24	06/30/24	$59.00	352	$20,768.00	STEM-MESA Counseling
Melancon, Berchman HR General Fund	SBVC	06/05/23	06/21/23	$52.00	12	$624.00	1st level interview committee work- Dir, Secondary Educational Partnerships *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Metu, Reginald Inland Empire Cybersecurity Grant Fund	SBVC	01/01/23	06/30/23	$52.00	136	$7,072.00	Computer Science Club - Student recruitment, mentoring, and competition training *Amendment: This item was originally approved at December 9, 2022 board meeting for 94 hours. We realized the hours needed to be adjusted to 136 hours.*
Mills, Amy Office of Instruction General Fund	SBVC	06/01/23	06/30/23	$52.00	25	$1,300.00	Strategic Enrollment Management Academy *Ratification: Strategic Enrollment Management Team was chosen after the May Board deadline.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.8|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Mills, Amy Office of Instruction General Fund	SBVC	07/01/23	06/30/24	$52.00	75	$3,900.00	Strategic Enrollment Management Academy *Ratification: Strategic Enrollment Management Team was chosen after the June Board deadline.*
Moneymaker, Melinda HR General Fund	SBVC	05/31/23	05/31/23	$52.00	6.5	$338.00	1st level interviews- Assistant Professor, Kinesiology *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Notarangelo, Maria Office of Instruction General Fund	SBVC	07/01/23	07/31/23	$52.00	50	$2,600.00	Faculty Chair Projects
Obra, Violeta HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Pires, Romana Basic Skills-Categorical Fund	SBVC	05/08/23	05/08/23	$52.00	3.5	$182.00	Community of Practice Presentation and Preparation *Ratification: Faculty member was a late addition to the Spring 2023 roster of speakers due to waiting on responses from other potential speakers.*
Smith, Tanya Office of Instruction General Fund	SBVC	08/14/23	12/15/23	$52.00	315	$16,380.00	SI Faculty Lead
Tasaka, Bethany STEM-MESA Grant Fund	SBVC	07/01/23	06/30/24	$52.00	100	$5,200.00	STEM-MESA Faculty Sponsor *Ratification: Due to an oversight, this submission was left out of the June Board.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.9|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Tasaka, Bethany HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Villanueva, Romana Off-Campus Program Fund	SBVC	08/14/23	12/31/23	$63.00	293	$18,459.00	Adjunct Counselor Valley Now
Vogel, Angela HR General Fund	SBVC	06/20/23	06/20/23	$52.00	2	$104.00	1st level interviews- Assistant Professor, Nursing *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Weber, Abena Math & Science - General Fund	SBVC	08/13/23	12/15/23	$52.00	119	$6,188.00	Maintaining operations of ALEKS Lab
Williams, Mark CTE TEACH Grant Fund	SBVC	01/01/23	06/30/23	$52.00	144	$7,488.00	CTE TEACH *Ratification: This submission was omitted. The faculty has been working since January 17, 2023 and should be compensated accordingly. Thank you for your understanding.*
Worsley, Margaret HR General Fund	SBVC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Abad, Jeremy Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.10|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Andrews, Breanna Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
Andrews, Breanna HR General Fund	CHC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Azenaro, Renee Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
Bailes, Brandi Office of Instruction General Fund	CHC	07/03/23	07/07/23	$52.00	20	$1,040.00	Debrief new Division of Social, Information and Natural Science Dean, Jeffrey Smith that is starting on 07/03/2023 *Ratification: The start date for the new dean was not determined until after the board deadline.*
Brossia, Karen Student Equity and Achievement Program (SEAP)	CHC	07/14/23	08/11/23	$57.00	30	$1,710.00	Dual Enrollment -Counseling
Brossia, Karen Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$57.00	200	$11,400.00	Dual Enrollment -Counseling
Callahan, Kenyon Honors Program General Fund	CHC	06/22/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Cervantes, Jeff Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	50	$2,600.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.11|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Clement, Brooke Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	422	$26,586.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Delmonico, Shana Office of Instruction-General Fund	CHC	07/14/23	08/11/23	$63.00	30	$1,890.00	Dual Enrollment -Counseling
Delmonico, Shana Office of Instruction-General Fund	CHC	08/14/23	12/22/23	$63.00	200	$12,600.00	Dual Enrollment -Counseling
DiBartolo, Cheryl Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	50	$2,600.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
Farley, Diana Office of Instruction-General Fund	CHC	07/14/23	08/11/23	$63.00	30	$1,890.00	Dual Enrollment -Counseling
Farley, Diana Office of Instruction-General Fund	CHC	08/14/23	12/22/23	$63.00	100	$6,300.00	Dual Enrollment -Counseling
Garcia, Claudia Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	78	$4,914.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Gend, Peter Guided Pathways	CHC	06/13/23	06/30/23	$52.00	20	$1,040.00	Multimedia Curriculum *Ratification: The need for curriculum revision/development was just requested.*
Gend, Peter Guided Pathways	CHC	07/01/23	07/31/23	$52.00	20	$1,040.00	Multimedia Curriculum *Ratification: The need for curriculum revision/development was just requested.*
George, Kenny Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.12|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Gerhartz, David Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Gilmore, Heather Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Hamlett, Cynthia Guided Pathways	CHC	08/14/23	06/22/23	$52.00	423	$21,996.00	DE Faculty Lead
Hiten, Vanessa Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Hoehn, Marisela Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	422	$26,586.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Hogan, Ryan Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	422	$26,586.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Jimenez, Sabrina Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Jimenez, Sabrina Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	50	$2,600.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.13|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Kern-Foster, Iris Guided Pathways	CHC	06/13/23	06/30/23	$52.00	20	$1,040.00	Multimedia Curriculum *Ratification: The need for curriculum revision/development was just requested.*
Kern-Foster, Iris Guided Pathways	CHC	07/01/23	07/31/23	$52.00	20	$1,040.00	Multimedia Curriculum *Ratification: The need for curriculum revision/development was just requested.*
Kusko, Vaughan Office of Instruction-General Fund	CHC	07/14/23	08/11/23	$63.00	30	$1,890.00	Dual Enrollment -Counseling
Kusko, Vaughan Office of Instruction-General Fund	CHC	08/14/23	12/22/23	$63.00	100	$6,300.00	Dual Enrollment -Counseling
Lopez, Natalie HR General Fund	CHC	07/03/23	07/03/23	$52.00	3	$156.00	2nd Level Interviews - EMS *Reason for late or amended items*
Maloney-Hinds, Colleen HR General Fund	CHC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Martinez, Lizette Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Mattson, Haly Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$57.00	359	$20,463.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
McConnell, Mark Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.14|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
McCoy, Danielle Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
McCoy, Danielle HR General Fund	CHC	06/07/23	06/12/23	$52.00	15	$780.00	1st level interview committee work - Director, Technology Services *Ratification: Participation in meeting occurred after board item submission deadline for June.*
McKee, Julie Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
McKee, Julie Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	50	$2,600.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
McLaren, Meridyth Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
Mclaren, Meridyth HR General Fund	CHC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Moreno, Omar STEM Center	CHC	07/03/23	08/04/23	$52.00	60	$3,120.00	Assist & Support to Tutors & SI Leaders in STEM Center *Amendment: Increase hours from 45 to 60 to ensure center coverage.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.15|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Moreno, Omar STEM Center	CHC	05/30/23	06/30/23	$52.00	80	$4,160.00	Assist & Support to Tutors & SI Leaders in STEM Center *Amendment: Contract began 5/30/2023 not 6/1/2023.*
Mulder, Katherine Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$57.00	288	$16,416.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Olivera, Christopher HR General Fund	CHC	06/01/23	06/02/23	$52.00	1	$52.00	Class Size Meeting *Ratification: Participation in meeting occurred after board item submission deadline for June.*
Pritchard, Bekki Jo Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Rodriguez, Christina Office of Instruction-General Fund	CHC	07/14/23	08/11/23	$59.00	30	$1,770.00	Dual Enrollment -Counseling
Rodriguez, Christina Office of Instruction-General Fund	CHC	08/14/23	12/22/23	$59.00	100	$5,900.00	Dual Enrollment -Counseling
Ruiz, Sandra Office of Instruction General Fund	CHC	07/01/23	06/30/24	$52.00	100	$5,200.00	Faculty Chair duties required to be performed on campus during the summer, spring, and winter breaks.
Sadiq, Fahima STEM Center	CHC	05/30/23	06/30/23	$52.00	70	$3,640.00	Assist & Support to Tutors & SI Leaders in STEM Center *Amendment: Increase hours from 20 to 70 to ensure center coverage.*

Non-Instructional Pay for Academic Employees

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.16|16]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
Sadiq, Fahima STEM Center	CHC	07/03/23	08/04/23	$52.00	58	$3,016.00	Assist & Support to Tutors & SI Leaders in STEM Center *Amendment: Increase hour from 20 to 58 to ensure center coverage.*
Salvi, Lisa Honors Program General Fund	CHC	06/11/23	07/10/23	$52.00	10	$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
Scott, Shella Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	351	$22,113.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Seager, Elena STEM Center	CHC	07/03/23	08/04/23	$52.00	60	$3,120.00	Assist & Support to Tutors & SI Leaders in STEM Center *Amendment: Increase hours from 40 to 60 to ensure center coverage.*
Shum, Chang Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	288	$18,144.00	Adjunct Counselor, provide counseling, Ed plan development and other counseling services in counseling
Sosa, Sara Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$61.00	422	$25,742.00	Adjunct Counselor, provide counseling, Ed plan development, and other counseling services in EOPS
Walsh, Sherry Office of Instruction-General Fund	CHC	07/14/23	08/11/23	$63.00	30	$1,890.00	Dual Enrollment -Counseling
Wilson, Debra Student Equity and Achievement Program (SEAP)	CHC	08/14/23	12/22/23	$63.00	183	$11,529.00	Adjunct Counselor, provide counseling, Ed plan development, and other counseling services in EOPS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Linda Fontanilla, Interim President, SBVC
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Pay Stipends

RECOMMENDATION

It is recommended that the Board of Trustees approve the payment of stipends per the attached list.

OVERVIEW

The stipends listed on the attachment are submitted for approval.

ANALYSIS

Stipends are based on negotiated agreement between SBCCD and the SBCCDTA and CSEA bargaining units, as applicable.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success

FINANCIAL IMPLICATIONS

The payment of stipends is included in the appropriate 2022-2023 and 2023-2024 budgets.

Payment of Stipends

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.2|4]

Faculty Chair – 2023-2024

Employee Name	Location Assignment	Department	Stipend
Andrews, Breanna	CHC	Communication and Language	$8,000.00
Azenaro. Renee	CHC	Visual And Media Arts	$6,000.00
Cervantes, Jeff	CHC	Social and Cultural Studies	$3,000.00
DiBartolo, Cheryl	CHC	Social Sciences	$3,500.00
George, Kenny	CHC	Business & Economics	$6,000.00
Jimenez, Sabrina	CHC	Social Sciences	$3,500.00
McLaren, Meridyth	CHC	Human Development	$5,000.00
McCoy, Danielle	CHC	Mathematics	$8,000.00
McConnell, Mark	CHC	Performing Arts	$6,000.00
McKee, Julie	CHC	Social and Cultural Studies	$3,000.00
Ruiz, Sandra	CHC	Computer and Information Science	$7,000.00

Faculty Coordinator – Fall 2023

Employee Name	Location Assignment	Department	Stipend
Jasso, Heather	CHC	CNA	$2,000.00

Faculty Coordinator – 07/01/23 – 06/30/24

Employee Name	Location Assignment	Department	Stipend
Akers, Elaine	SBVC	Student Health Services	$4,400.00
Buffong, Keynasia	SBVC	Transfer & Career	$4,800.00
Carter, Yancie	SBVC	Matriculation	$4,800.00
Rabon, Deanne	SBVC	STAR Program	$4,400.00
Barrie, Trinette	CHC	Counseling	$4,400.00 total for 11 months
Macamay, Mariana	CHC	Transfer Center	$4,800.00
Reichert, Nicholas	CHC	Tutoring Center	$4,800.00

Ratification: Details for stipends we not finalized prior to the previous board submission due date.

Payment of Stipends

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.3|4]

Faculty Coordinator – Spring 2024

Employee Name	Location Assignment	Department	Stipend
Jasso, Heather	CHC	CNA	$2,000.00

Head Coaches – 08/14/23 – 12/31/23

Employee Name	Location Assignment	Department	Stipend
Algattas, Daniel	SBVC	Football	$7,000.00
Brown, Joshua	SBVC	Men's Soccer	$7,000.00
Lefay, Jenna	SBVC	Women's Soccer	$7,000.00
Ratigan, James	SBVC	Men's Cross Country	$7,000.00
Sandoval, Jennifer	SBVC	Women's Cross Country	$7,000.00
Vansant, Robert	SBVC	Volleyball	$7,000.00

Head Coaches – 11/01/23 – 03/31/24

Employee Name	Location Assignment	Department	Stipend
Brewer, Quincy	SBVC	Men's Basketball	$7,000.00
Smith, Julia	SBVC	Women's Basketball	$7,000.00

Assistant Coaches – 08/14/23 – 12/31/23

Employee Name	Location Assignment	Department	Stipend
Doran, Stephanie	SBVC	Women's Soccer	$5,000.00
Dowler, Matthew	SBVC	Football	$5,000.00
Hosea Jr, Willie S	SBVC	Football	$5,000.00
Johnson, Eugene	SBVC	Football	$5,000.00
Littles, Demond	SBVC	Football	$5,000.00
Magana, Maria	SBVC	Women's Soccer	$2,500.00
Maile, Diana	SBVC	Volleyball	$5,000.00
Marquez, Jeremiah	SBVC	Women's Soccer	$5,000.00
Pelayo, Andres	SBVC	Men's Soccer	$5,000.00
Politron, Jose	SBVC	Men's Soccer	$5,000.00

Payment of Stipends

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.4|4]

Assistant Coaches – 08/14/23 – 12/31/23

Employee Name	Location Assignment	Department	Stipend
Sartori, Matthew	SBVC	Men's Cross Country	$1,000.00
Uiagalelei, Iona	SBVC	Football	$7,000.00

Other – 01/17/2023 – 05/23/23

Employee Name	Location Assignment	Department	Stipend
Batalo, Manuela	SBVC	ART	$1,600.00
Cuny, Lucas	SBVC	FTVM	$1,600.00

Ratification-Pathways to Success Grant recently approved.

Other – Fall 2023 and Spring 2024

Employee Name	Location Assignment	Department	Stipend
Harris, Kashaunda	CHC	CTE	$2,000.00

Other – 07/01/23 – 12/22/23

Employee Name	Location Assignment	Department	Stipend
Swanson, Justin	CHC	CTE	$1,099.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor of Human Resources and Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Management Job Description

RECOMMENDATION

It is recommended that the Board of Trustees approve the Management job description as presented and add the position to the management salary schedule at range 10.

- Community Engagement Manager, KVCR

OVERVIEW

The job description is necessary to better align the organizational structure, provide for succession planning from within SBCCD, and provide for continuity and consistency of services.

ANALYSIS

All job descriptions are reviewed to ensure they meet internal and external alignment of duties and provide clear expectation of duties. This job description reflects the representative duties and responsibilities, as well as the appropriate minimum qualifications for the position.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of employment is included in the appropriate 2023-2024 budgets.

Community Engagement Manager, KVCR

Management Range: 10

Pending Board Approval 07/13/2023 P. 1|3

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class*.

SUMMARY DESCRIPTION

The Community Engagement Manager will report to the Executive Director, KVCR and maintain responsibility for the development and implementation of a comprehensive plan to foster connections and build relations between KVCR and the community it serves.

REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Develops and implements a comprehensive plan that aligns with KVCR's goals and values to develop and maintain strategic relationships, as well as enhance, and manage public relations; identifies target audiences, sets objectives, and determines appropriate engagement methods.
2. Actively seeks, engages, and builds relationships with various stakeholders such as community leaders, local government officials, nonprofit organizations, and other key influencers.
3. Develops and maintains partnerships with local elementary and high schools to foster and encourage interest in various media professions.
4. Actively engages with community members through various channels such as public events, tradeshows, universities, clubs, civic groups, and online platforms.
5. Prepares and conducts presentations as needed.
6. Organizes various outreach events to promote KVCR, such as turkey drives, toy drives, giveaways, and other community events that will enhance KVCR's visibility in the community.
7. Develops and organizes activities to supplement and support staff efforts and needs, such as, but not limited to organizing tours at KVCR for diverse groups.
8. Provides leadership and serves as point of contact for faculty regarding Media Academy intern program and scheduling of classes.
9. Collaborates with other District sites and leads efforts to recruit interns for media programs district wide.
10. Manages and oversees interns for the duration of their internship; verifies availability, develops and maintains schedules; serves as a resource to interns, including providing and receiving feedback, resolving issues, and answering questions.
11. Gathers and analyzes data related to community engagement efforts, such as survey results, feedback, and community demographics; utilizes information gathered to evaluate effectiveness and for future decision-making.
12. Assists in budget development; monitors expenditures; prepares and submits fiscal reports as needed.
13. Anticipates, prevents, and resolves difficult and sensitive inquiries, conflicts and complaints.
14. Performs related duties as required.

Community Engagement Manager, KVCR

Management Range: 10

Pending Board Approval 07/13/2023 P. 2|3

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and practices of fundraising, outreach and community engagement.
- The use of institutional databases and research methods.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state and local laws, codes and regulations as it relates to the position.

Ability to:

- Plan, organize and coordinate multiple activities.
- Communicate effectively in person and in writing.
- Participate in the development and administration of goals, objectives and procedures for assigned area.
- Gather and analyze data and situations and make appropriate decisions.
- Prepare and present comprehensive, concise, clear oral and written reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Provide sound judgment and superior problem-solving skills.
- Interpret and apply California Education Code, Title 5, federal, state, and local policies, laws, and regulations as it relates to the position.

Education and Experience Guidelines – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education:

- A Bachelor's degree in communications, marketing, or a related field.

Experience:

- Two (2) years of experience in fundraising, marketing, community relations, or a related field.

Equivalency Provision:

- In the absence of a Bachelor's degree in communications, marketing, or a related field, an Associate's degree or sixty (60) semester units with relevant course work in communication, marketing, or a related field and four (4) years of experience in marketing, community relations, or a related field is qualifying.

License or Certificate:

- Possession of an appropriate, valid California driver's license.

Community Engagement Manager, KVCR

Management Range: 10

Pending Board Approval 07/13/2023 P. 3|3

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting; frequent travel from site to site.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Revised Salary Schedule Increase for Management Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the salary schedule increase for management employees as presented.

OVERVIEW

For 2023-2024, the District will increase the management salary schedule using the adopted formula for salary increases, retroactive to July 1, 2023.

ANALYSIS

The adjustment to the salary schedule is based on the formula being adopted by SBCCD and aligns with the goal to maintain salaries at median.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The financial impact of these changes has been included in the appropriate 2023-2024 budgets.

RANGE	POSITION	STEP A	B	C	D	E	F	G	H	I	J
1											
2											
3											
4											
5											
6	▪ Assistant Manager, Workforce Development ▪ Caltrans Work Crew Supervisor ▪ Tool Room Supervisor	$ 70,599	$ 72,717	$ 74,899	$ 77,146	$ 79,461	$ 81,844	$ 84,300	$ 86,829	$ 91,171	$ 95,729
7		$ 74,131	$ 76,355	$ 78,646	$ 81,005	$ 83,435	$ 85,938	$ 88,516	$ 91,171	$ 95,729	$ 100,515
8	▪ Circulation Supervisor ▪ Custodial Supervisor	$ 77,836	$ 80,171	$ 82,577	$ 85,055	$ 87,607	$ 90,235	$ 92,941	$ 95,729	$ 100,515	$ 105,541
9	▪ Printing & Graphic Services	$ 81,728	$ 84,180	$ 86,706	$ 89,307	$ 91,986	$ 94,746	$ 97,588	$ 100,516	$ 105,542	$ 110,819
10	▪ Aquatics Director ▪ Braille Program Manager ▪ College Corps Program Manager ▪ Food Services Supervisor ▪ Community Engagement Manager, KVCR ▪ Maintenance & Grounds Supervisor ▪ Manager, Workforce Development	$ 85,814	$ 88,389	$ 91,040	$ 93,772	$ 96,585	$ 99,483	$ 102,467	$ 105,542	$ 110,819	$ 116,360
11	▪ Project Administrator, Career Education	$ 90,106	$ 92,810	$ 95,593	$ 98,461	$ 101,415	$ 104,457	$ 107,591	$ 110,819	$ 116,360	$ 122,177
12	▪ Assistant Director of Resource Development	$ 94,610	$ 97,448	$ 100,372	$ 103,384	$ 106,486	$ 109,680	$ 112,971	$ 116,360	$ 122,177	$ 128,286
13	▪Manager, Regional Employer Engagement	$ 99,342	$ 102,322	$ 105,391	$ 108,554	$ 111,810	$ 115,164	$ 118,619	$ 122,177	$ 128,286	$ 134,701
14	▪ Business Services Administrator ▪ Director, Child Development Center ▪ Director, Marketing & Public Relations ▪ Director, Workforce Development ▪ Environmental Health & Safety Administrator ▪ Manager, CalWORKs & Workforce Development ▪ Manager, Production ▪ Payroll Manager	$ 104,309	$ 107,439	$ 110,661	$ 113,981	$ 117,401	$ 120,922	$ 124,549	$ 128,286	$ 134,701	$ 141,436
15	▪ Business Systems Administrator ▪ Director, Adult Education Block Grant (AEBG)	$ 109,523	$ 112,809	$ 116,194	$ 119,680	$ 123,270	$ 126,969	$ 130,778	$ 134,701	$ 141,436	$ 148,507
16	▪ Facilities Project Manager ▪ Police Sergeant	$ 115,001	$ 118,451	$ 122,004	$ 125,663	$ 129,434	$ 133,317	$ 137,316	$ 141,436	$ 148,507	$ 155,933

Reflects 4.5% increase effective 7/1/2023

RANGE	POSITION	STEP A	B	C	D	E	F	G	H	I	J
17	▪Associate Director of Bond Program Planning and Construction ▪Associate Director of Energy, Sustainability & Safety Administration ▪ Associate Director, Fiscal Services ▪ Associate Director, Human Resources ▪ Campus Director of Marketing, Creative Services & Public Affairs ▪ Campus Project Manager - Measure CC ▪ Director, Alternative Text Production Center ▪ Director, of Audits and Analysis ▪ Director, Economic Development Corporate Training ▪ Director, Library and Learning Support Services ▪Director, Police Academy ▪ Director, Television ▪ Director, Workforce Development DSN ICT ▪ Manager, Programming – KVCR TV/FM ▪ Local Business Outreach Administrator - Measure CC	$ 120,750	$ 124,372	$ 128,102	$ 131,946	$ 135,904	$ 139,982	$ 144,182	$ 148,507	$ 155,933	$ 163,730
18	▪ Development Director ▪ Director of Athletics ▪ Director of Operations ▪ Director, Admissions & Records ▪Director, Development & Strategic Relations - KVCR ▪ Director, EOPS & CARE, SBVC ▪ Director, Financial Aid and Scholarships ▪ Director, MESA ▪ Director, Outreach & Educational Partnerships ▪ Director, Secondary Educational Partnerships (SBVC) ▪ Director, STEM-MESA ▪ College Director, Technology Services	$ 126,788	$ 130,592	$ 134,509	$ 138,544	$ 142,700	$ 146,981	$ 151,391	$ 155,933	$ 163,730	$ 171,916
19	▪ Associate Dean, Health Services and Director of Nursing ▪ Director, Corporate & Strategic Relations - KVCR ▪ Director, Development & Community Relations ▪ Director, Facilities, Maintenance & Operations ▪ Director of Institutional Advancement ▪ Director, KVCR Broadcast Media Systems ▪ Director, Security and User Services ▪ Director, Student Accessibility Services (SAS) - SBVC ▪ Director, Student Accessibility Services and Health & Wellness Center - CHC ▪ Director, Student Life ▪ District, Director of Grants	$ 133,127	$ 137,121	$ 141,234	$ 145,471	$ 149,835	$ 154,330	$ 158,960	$ 163,729	$ 171,915	$ 180,511

Reflects 4.5% increase effective 7/1/2023

RANGE	POSITION	STEP A	B	C	D	E	F	G	H	I	J
20	▪ Director of Administrative Application Systems ▪ District Director, Technology Services	$ 139,782	$ 143,976	$ 148,295	$ 152,743	$ 157,326	$ 162,046	$ 166,907	$ 171,915	$ 180,511	$ 189,537
21	▪Associate Dean, Student Support Services ▪ Business Manager ▪ Chief of Police ▪ Director, Facilities, Planning, Emergency Management & Construction ▪ Director, Fiscal Services ▪ District Director of Research, Planning & Institutional Effectiveness ▪ Director of Diversity, Equity, and Inclusion ▪ Director, Human Resources, and Labor Relations ▪ Executive Director, KVCR	$ 146,772	$ 151,176	$ 155,711	$ 160,382	$ 165,194	$ 170,149	$ 175,254	$ 180,511	$ 189,537	$ 199,014
22		$ 154,110	$ 158,733	$ 163,495	$ 168,401	$ 173,452	$ 178,656	$ 184,016	$ 189,537	$ 199,014	$ 208,964
23	▪ Dean, Student Services ▪ Dean of Academic Success, Grants and Learning Services (SBVC) ▪ Dean of Research, Planning, & Institutional Effectiveness ▪Dean of Research, Planning, & Institutional Effectiveness with Grants Oversight ▪ Division Dean (Instructional) ▪ Division Dean (Non-Instructional)	$ 161,818	$ 166,672	$ 171,673	$ 176,822	$ 182,127	$ 187,591	$ 193,218	$ 199,015	$ 208,966	$ 219,413
24	▪ Senior District Director of Marketing, Public Relations & Legislative Affairs	$ 169,908	$ 175,005	$ 180,255	$ 185,663	$ 191,233	$ 196,970	$ 202,879	$ 208,966	$ 219,413	$ 230,384
25	▪ Chief Technology Officer ▪ Executive Director, Economic Development & Corporate Training ▪ Executive Director, Research Planning Institutional Effectiveness	$ 178,403	$ 183,756	$ 189,268	$ 194,947	$ 200,796	$ 206,819	$ 213,023	$ 219,413	$ 230,384	$ 241,903
26	▪ Vice President, Administrative Services ▪ Vice President, Instruction ▪ Vice President, Student Services	$ 187,324	$ 192,944	$ 198,732	$ 204,694	$ 210,834	$ 217,159	$ 223,674	$ 230,384	$ 241,903	$ 253,998

Reflects 4.5% increase effective 7/1/2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Appoint Interim Managers

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of, and employment contract for, the employees on the attached list.

OVERVIEW

The employee on the attached list is submitted for approval.

ANALYSIS

All requirements in the employment process have been or will be completed. Employees will not commence work until all requirements are met.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budgets.

Appointment of Interim Managers

Submitted for Board Approval July 13, 2023

[v.6.26.2023.p.1|1]

Employee Name Location Assignment	Effective Dates	Range & Step	New or Replacing	Fund	Live Scan Clearance
Ramirez, Carmen Interim Director, Student Accessibility Services (SAS) and Health & Wellness Center CHC, SAS	07/10/23 to 06/30/24	19A	Milligan, Marty	General Fund	08/08/22

Ratification: The department has requested a 07/10/23 start date as there is an immediate need in the department for the position to be filled.

†Live Scan clearance pending; employee will not start without clearance.

*Salary placement to be determined upon verification of education and experience.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Appoint District Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve appointment of the employees on the attached list and, as necessary, approve the corresponding employment contracts as well.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

All requirements in the employment process have been or will be completed. Employees will not commence work until all requirements are met.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate 2022-2023 and 2023-2024 budgets.

Appointment of District Employees

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.1|2]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
Clements, Cody Printing Operations Specialist DSO Publications	07/17/23	Classified 33A	Carmen Sanchez	Printing Services	TBD†
Gutierrez, Zoraida Administrative Clerk DSO Facilities Planning	07/17/23	Classified 29B	Krystal Trussell	General	06/20/23
Henein, Ilaria Distance Education Systems Administrator DSO TESS *Amendment: Correct previously submitted location asignment.*	06/12/23	Classified 46A	Marvin Martyn	General	05/01/23
Jaco, Herberth 'Alex' Counselor (CAEP) CHC Student Services	08/01/23	Academic TBD*	New	CAEP Block Grant	TBD†
Kuroda, Kay College Security Officer DSO Police *Amendment: Correct previously submitted start date.*	07/17/23	Classified 33B	Shari McCurry	General	01/24/23
Losee, Jennifer Lab Assistant II- Allied Health SBVC Allied Health *Amendment: Correct previously submitted job title.*	06/12/23	Classified 42C	New	Allied Health	TBD†

†Live Scan clearance pending; employee will not start without clearance.
*Salary placement to be determined upon verification of education and experience.

Appointment of District Employees

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.2|2]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
Michel, Fili Counselor, Adult Education SBVC Counseling	07/17/23	Academic TBD*	NEW	Adult Education Block Grant	TBD†
Navarro, Jesus Assistant Professor, Nursing SBVC Nursing	08/08/23	Academic TBD*	June Hill	General	TBD†
Sanchez, Irene Assistant Professor, Ethnic Studies SBVC Sociology	08/08/23	Academic TBD*	New	General	TBD†
Thronson, Glen Assistant Professor, EMS CHC EMS	08/08/23	Academic TBD*	Kathryn Crow	General	03/15/22

†Live Scan clearance pending; employee will not start without clearance.
*Salary placement to be determined upon verification of education and experience.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor of Human Resources and Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Classified Job Descriptions and Revision to the Classified Salary Schedule

RECOMMENDATION

It is recommended that the Board of Trustees approve the classified job descriptions and revision to the classified salary schedule as attached:

1. Job Descriptions
   - Student Services Technology Coordinator (New)
   - Athletic Trainer (Revised)

2. Revised Classified Salary Schedule

OVERVIEW

The attached job description changes are necessary to accurately reflect position duties, responsibilities, and minimum qualifications.

ANALYSIS

The attached job descriptions reflect the representative duties and responsibilities, and the appropriate minimum qualifications for the positions involved. CSEA has been notified of the changes.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The financial implications resulting from these revisions will be included in the appropriate 2022-23 budgets.

Student Services Technology Coordinator

Classified Range: 54

Pending Board Approval: 07/13/23

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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Provides high level technical support and training for faculty and staff on software used to support student success technology.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from appropriate supervisor; refers only unusual and complex decisions to supervisor. May provide technical and functional direction to assigned student workers.

REPRESENTATIVE DUTIES

1. Administers and manages the daily operations of the campus' student success technology platforms, such as, but not limited to, Cranium, Starfish, and other Customer Relationship Management (CRM) tools; including the routine support and troubleshooting for students, faculty, and staff; management of user roles and privileges; platform configuration and workflow customization; system status monitoring; and data reporting.

2. For area of assignment, supports initial platform implementation efforts, and subsequent system upgrades, by participating in appropriate planning and implementation teams or committees as needed.

3. Develops and conducts interactive in-person and/or online training for new students, faculty, and staff on the use of technology relevant to their position and needs.

4. Collaborates with appropriate departments regarding the implementation of software platforms that support the campus enrollment and retention. May conduct one-on-one consultation with faculty and staff as needed.

5. Serves as the local subject matter expert on student success technology capabilities and current best practices for their use by students, faculty, and staff.

6. Works closely with technology vendors to resolve technical issues, to monitor and test application functionality, and to plan for platform updates and the release of new features.

7. Assists with troubleshooting and resolving software problems as necessary. Recommends and designs software configurations appropriate for student success technology.

8. Stays current with advances in technology and maintains a knowledge base of new and emerging technologies that support student success and effective strategies to support their adoption.

9. Collaborates with administrators and departments such as Information Technology, Student Services, Instructional Services, Institutional Research, and others, to monitor platform use and to coordinate communications about system status, user needs, and data reporting.

10. Proactively plans the use of student success technologies through all-campus communications, web resources, training events and workshops, meetings, and individual interactions.

11. Performs other duties assigned related to the primary job duties.

MINIMUM QUALIFICATIONS

CORE COMPETENCIES:

Mathematical Facility

- Perform operations involving counting, adding, subtracting, multiplication and division.
- Follow multi-step computational procedures and apply formulas
- Apply basic algebraic or geometric reasoning and problem solving
- Recognize approaches and algorithms for finding real world computational solutions**
- Compute and interpret descriptive statistics**

Critical Thinking

- Analytically and logically evaluate information to resolve problems.
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions**

Attention to Detail

- Focus on the details of work content.
- Show care and thoroughness in adhering to process and procedures that assure quality.
- Apply knowledge and skill in recognizing and evaluating details of work**

Apply skilled final touches on products

Analyzing and Interpreting Data

- Apply sorting, coding and categorizing rules
- Analyze data
- Read reports
- Draw meaning and conclusions from quantitative and/or qualitative data

Professional Integrity and Ethics

- Follow a clear-cut set of rules.
- Understand practical necessity of rules and ethical guidelines.

- Show consistency in behavior and judgement over long term and varied situations.

Legal and Regulatory Navigation

- Understand, interpret, and ensure compliance with laws and regulations.
- Locate, understand, or provide factual regulatory information**
- Work within the bounds and limits of what is permissible.

Using Technology

- Work with electronic hardware and software applications
- Use basic features and functions of software and hardware.
- Experiment and find novel use for standard features and functions **
- Add, improve, modify, or develop features and functionality**

Adaptability

- Respond positively to change and modifying behavior as the situation requires**
- Accept and adjust to changes and the unfamiliar

Innovation

- Imagine and devise new and better ways of doing things**
- Fix what is broken; find solutions and fix with resources at hand
- Find new approaches to perform familiar tasks.
- Create and invent new ideas; envision the unexpected, unexplored, untried**

Listening

- Comprehend verbal instructions and orally presented information.
- Recall or retrieve key points in a conversation.
- Listen actively by rephrasing others' input cogently and accurately**

Professional and Technical Expertise

- Apply technical subject matter to the job **
- Know the rudimentary concepts of performing the essential technical operations.
- Possess recognized expertise outside of the organization**

Self-Management

- Follow through on instructions and assignments.
- Self-directed and self- monitored in commitments and accomplishments
- Redefine or reprioritize activities within scope of responsibility.

Valuing Diversity

- Show acceptance of individual differences
- Welcome input and inclusion of others who may be different from oneself.
- Show understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination.

***Lead, Advanced or Senior Level Positions*

Education and Experience Guidelines

Education/Training:

- A Bachelor's degree from an accredited college or university with major course work in education, computer science, or a related field.

Experience:

- Three (3) years of experience working with student services technology.

Equivalency Provision:

1. In the absence of a Bachelor's degree from an accredited college or university with major course work in education, computer science, or a related field, an Associate's degree or and five (5) years of experience working with student services technology is qualifying.
2. In the absence of an Associate's degree from an accredited college or university with major course work in education, computer science, or a related field, equivalent to the completion of high school and seven (7) years of experience working with student services technology is qualifying.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to occasionally lift, carry, push, and/or pull light to moderate amounts of weight up to 25 pounds; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

Athletic Trainer

Classified Range: ~~44~~ 50

Pending Board Approval: 07/13/23

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Organizes and participates in programs for the care, treatment, rehabilitation, and prevention of physical injuries to athletes in the athletic program.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments. May provide technical and functional direction to assigned student workers/trainees.

REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Evaluates athletic injuries, performs appropriate first aid, and provides referrals to physicians, health services, hospitals, and other health professionals as necessary.
2. ~~Provides follow-up treatment and rehabilitation under physician's direction.~~ Coordinate, develop, and demonstrate post-surgical, preventative, and maintenance rehabilitation programs for student athletes utilizing various rehabilitative techniques, skills, and modalities following standing orders prescribed by the medical physician.
3. ~~Schedules physical examination of all athletes.~~ Develop, Organize, Schedule, and implement preventative treatment methods, including but not limited to Physical Examinations, Emergency Action Plans (EAP's), and concussion management protocols in accordance with CCCAA requirements and guidelines.
4. Applies taping and wrapping of injured areas and for injury surveillance.
5. Attends games and renders first aid and immediate evaluation of injuries as necessary.
6. Ensures Athletic Training Room is open and training services are available whenever intercollegiate teams are practicing or competing on campus.
7. Maintains confidential records, including injury report forms, diagnoses, treatment, prescriptions, physical examination reports, accident reports, and insurance forms as related to the athletics program.
8. ~~Assists in the conditioning, rehabilitation, and maintenance of the student athletes' fitness to compete.~~ Coordinates and facilitates medical referrals to physicians, specialists, physical therapists, or other healthcare providers for further evaluation or treatment beyond your scope of practice.
9. Operates whirlpool, ultrasound, hydrocollator, muscle stimulator, and other exercise and therapeutic machines.
10. Communicates with coaches, athletes, team physicians, and others regarding injuries, treatments, and rehabilitation programs.
11. Orders, receives, and stocks training supplies, equipment, and materials as needed.

12. ~~Provides technical and functional direction to student trainees in the Athletic Training Education Program.~~
13. Maintains current knowledge of athletic training trends and practices; incorporates new developments as appropriate into program.
14. Performs other duties related to the primary job duties.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

CORE COMPETENCIES:

Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions**

Fact Finding

- Obtaining facts and data pertaining to an issue or question
- Uses defined investigation and information search techniques

Adaptability

- Responding positively to change and modifying behavior as the situation requires**
- Accept and adjust to changes and the unfamiliar

Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work**
- Applies skilled final touches on products

Listening

- Comprehend and verbal instructions and orally presented information
- Recalls or retrieves key points in a conversation
- Listen actively by rephrasing others' input cogently and accurately**

Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

- Experiments and finds novel uses for standard features and functions **
- Adds, improves, modifies, or develops features and functionality**

Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs **

Reading Comprehension

- Understanding and using written information
- Knows the meaning of printed words; comprehend the literal meaning of text
- Make interpretations, applications, deductions, inferences, extrapolations from written information **

Professional and Technical Expertise

- Applying technical subject matter to the job **
- Applies a mastery of knowledge and skill for performing across a wide range of technical or professional applications
- Possess recognized expertise outside of the organization**

Self-Management

- Follows through on instructions and assignments
- Self-directed and self- monitored in commitments and accomplishments
- Redefines or reprioritizes activities within scope of responsibility

Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself
- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

***Lead, Advanced or Senior Level Positions*

Education and Experience Guidelines

Education/Training:

~~A Bachelor's degree from an accredited college or university with major course work in health education, physical education, sports medicine, or a related field.~~ Possession of and ability to maintain a current certification as an Athletic Trainer by the National Athletic Trainers' Association.

Experience:

Two (2) years of experience working as a certified athletic trainer at the secondary level or higher.

License or Certificate:

~~Possession of current certification as an Athletic Trainer by the National Athletic Trainers' Association~~

Possession of current CPR Certificate and First Aid certifications.

Possession of a valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in both indoor and outdoor environments; travel from site to site; frequently works around athletic playing fields; exposure to all types of weather and temperature conditions, noise, blood borne pathogens and bodily fluids. Positions may be required to work evenings, nights, and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work with athletes on playing fields or in training facilities; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to occasionally lift, carry, push, and/or pull moderate to heavy amounts of weight up to 50 pounds; to occasionally lift, carry, push, and/or pull heavier amounts of weight with or without assistance; to operate athletic training equipment requiring repetitive hand movement and fine coordination; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; to identify and distinguish colors; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

Effective: 07/01/22
***Revision Effective 08/01/17
(See footer notes)
[v.6/27/2023.p.1|4]

Classified Salary Schedule
Pending Board Approval 07/13/23

RANGE	POSITION	STEP					
		A	B	C	D	E	F
18		$ 16.37	$ 17.19	$ 18.04	$ 18.96	$ 19.88	$ 20.48
19	▪ Bookstore Customer Service Assistant	$ 16.79	$ 17.63	$ 18.49	$ 19.44	$ 20.40	$ 21.01
20	▪ Food Service Worker I	$ 17.19	$ 18.05	$ 18.96	$ 19.89	$ 20.90	$ 21.53
21	▪ Child Development Assistant	$ 17.63	$ 18.49	$ 19.44	$ 20.40	$ 21.40	$ 22.04
22		$ 18.05	$ 18.96	$ 19.89	$ 20.90	$ 21.96	$ 22.62
23	▪ Courier	$ 18.50	$ 19.44	$ 20.41	$ 21.42	$ 22.50	$ 23.17
24		$ 18.98	$ 19.94	$ 20.94	$ 21.99	$ 23.09	$ 23.78
25	▪ Lead Food Service Worker *	$ 19.45	$ 20.43	$ 21.46	$ 22.52	$ 23.67	$ 24.38
26	▪ P.E. & Athletic Equipment Specialist ▪ Sport Information Specialist ▪ Tool Room Specialist	$ 19.94	$ 20.94	$ 21.99	$ 23.07	$ 24.22	$ 24.95
27	▪ Bookstore Assistant ▪ Library Media Clerk ▪ Mail Clerk	$ 20.44	$ 21.48	$ 22.52	$ 23.68	$ 24.84	$ 25.59
28	▪ Aquatic Center Pool Attendant	$ 20.95	$ 22.00	$ 23.10	$ 24.24	$ 25.45	$ 26.22
29	▪ Administrative Clerk ▪ CDC Food Service Specialist ▪ Custodian	$ 21.50	$ 22.56	$ 23.69	$ 24.86	$ 26.12	$ 26.91
30	▪ Grounds Caretaker ▪ Student Services Technician I	$ 22.01	$ 23.12	$ 24.27	$ 25.48	$ 26.76	$ 27.56
31	▪ Book Buyer ▪ Lead Custodian * ▪ Payroll Assistant ▪ Purchasing Technician	$ 22.56	$ 23.69	$ 24.86	$ 26.12	$ 27.43	$ 28.25
32		$ 23.13	$ 24.29	$ 25.52	$ 26.79	$ 28.12	$ 28.96
33	▪ Administrative Assistant I ▪ Admissions and Records Technician ▪ College Security Officer ▪ Printing Operations Specialist	$ 23.71	$ 24.86	$ 26.15	$ 27.44	$ 28.80	$ 29.66
34	▪ Account Technician ▪ Grant Technician ▪ Library Technical Assistant I ▪ Maintenance Worker ▪ Student Services Technician II ▪ Warehouse Technician	$ 24.29	$ 25.52	$ 26.79	$ 28.12	$ 29.54	$ 30.42
35	▪ Assistant Bookstore Manager ▪ Child Development Teacher ▪ Lead Grounds Caretaker *	$ 24.89	$ 26.16	$ 27.45	$ 28.81	$ 30.25	$ 31.15
36	▪ Development Assistant	$ 25.54	$ 26.80	$ 28.15	$ 29.56	$ 31.03	$ 31.96
37	▪ Administrative Assistant II ▪ Library Technical Assistant II *	$ 26.17	$ 27.47	$ 28.83	$ 30.27	$ 31.79	$ 32.75

* Lead, Advanced, or Senior Level Classification
** Under Review
*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

Effective: 07/01/22
***Revision Effective 08/01/17
(See footer notes)
[v.6/27/2023.p.2|4]

Classified Salary Schedule
Pending Board Approval 07/13/23

RANGE	POSITION	STEP A	B	C	D	E	F
38	▪ Admissions and Records Specialist ▪ Broadcast Operator** ▪ Technology Support Technician ▪ Evidence and Records Technician ▪ Financial Aid Technician ▪ Senior Student Service Technician *	$ 26.81	$ 28.16	$ 29.57	$ 31.04	$ 32.59	$ 33.57
39	▪ Lab Assistant I - Aeronautics ▪ Lab Assistant I - Electricity/Electronics ▪ Lab Assistant I - Emergency Medical Services (EMS) ▪ Lead Child Development Teacher * ▪ Payroll Technician ▪ Senior Printing Operations Specialist *	$ 27.50	$ 28.86	$ 30.32	$ 31.83	$ 33.44	$ 34.45
40	▪ Financial Aid Specialist ▪ Broadcast Technician	$ 28.18	$ 29.60	$ 31.06	$ 32.61	$ 34.25	$ 35.28
41	▪ Administrative Assistant III ▪ Contracts Technician ▪ Job Developer ▪ Purchasing Agent ▪ Student Activities Specialist	$ 28.88	$ 30.32	$ 31.84	$ 33.44	$ 35.09	$ 36.14
42	▪ Academic Support Specialist ▪ Accountant ▪ Admissions and Record Coordinator * ▪ Admissions and Record Evaluator ▪ Dreamers Resource Center Coordinator ▪ HVAC/R Technician ▪ Laboratory Assistant II - Allied Health ▪ Laboratory Assistant II - Art ▪ Laboratory Assistant II - Culinary Arts ▪ Laboratory Assistant II - Multimedia ▪ Laboratory Assistant II - Welding ▪ Maintenance Technician ▪ Producer, Radio ▪ Research Data Specialist ▪ Schedule/ Catalog Data Specialist ▪ Traffic Coordinator, TV ▪ Veterans Services Coordinator	$ 29.62	$ 31.10	$ 32.66	$ 34.28	$ 35.99	$ 37.08
43	▪ Curriculum Coordinator	$ 30.35	$ 31.86	$ 33.45	$ 35.12	$ 36.88	$ 37.98
44	~~▪ Athletic Trainer~~ ▪ Graphic Specialist ▪ Planetarium Production & Presentation Coordinator ▪ Project Analyst ▪ Senior Producer, Radio** ▪ Telecommunications Engineer** ▪ User Liaison	$ 31.11	$ 32.67	$ 34.28	$ 35.99	$ 37.81	$ 38.94

* Lead, Advanced, or Senior Level Classification
** Under Review
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Effective: 07/01/22
***Revision Effective 08/01/17
(See footer notes)
[v.6/27/2023.p.3|4]

Classified Salary Schedule
Pending Board Approval 07/13/23

RANGE	POSITION	STEP A	B	C	D	E	F
45	▪ Administrative Coordinator * ▪ Development Coordinator ▪ EOPS Coordinator ▪ Financial Aid Coordinator * ▪ Institutional Advancement Coordinator ▪ Interpreting Services Specialist	$ 31.89	$ 33.48	$ 35.16	$ 36.90	$ 38.78	$ 39.94
46	▪ Basic Needs Coordinator ▪ Coordinator, Outreach and Relations with Schools ▪ Distance Education Systems Administrator ▪ Environmental Health & Safety Specialist ▪ Senior Accountant * ▪ Senior Payroll Technician* ▪ Student Services Coordinator	$ 32.69	$ 34.32	$ 36.03	$ 37.84	$ 39.72	$ 40.91
47	▪ Admissions & Records Lead Evaluator * ▪ Lab Technician I - Biological Sciences ▪ Lab Technician I - Computer Information ▪ Lab Technician I - Geo-Science & Anthropology ▪ Lab Technician I - Physics/Astronomy ▪ Lead Maintenance Technician *	$ 33.50	$ 35.18	$ 36.94	$ 38.80	$ 40.73	$ 41.95
48	▪ Alternative Media and Assistive Technology Specialist ▪ Program/Content Coordinator, KVCR	$ 34.35	$ 36.05	$ 37.85	$ 39.77	$ 41.75	$ 43.00
49		$ 35.19	$ 36.94	$ 38.81	$ 40.75	$ 42.78	$ 44.06
50	▪ Athletic Trainer ▪ Laboratory Technician II - Anatomy & Physiology ▪ Laboratory Technician II - Microbiology ▪ Marketing & Communications Coordinator - KVCR/FNX ▪ Producer/Director, TV ▪ Program Coordinator ATTC** ▪ RF/ Microwave Engineer, Radio** ▪ Senior Theatre Arts Technical Support Specialist * ▪ Technology Support Specialist	$ 36.07	$ 37.86	$ 39.78	$ 41.76	$ 43.85	$ 45.16
51		$ 36.96	$ 38.82	$ 40.77	$ 42.81	$ 44.95	$ 46.29
52	▪ Laboratory Technician III - Chemistry ▪ Telecommunications Specialist	$ 37.88	$ 39.80	$ 41.80	$ 43.87	$ 46.06	$ 47.45
53	▪ Data Analyst	$ 38.84	$ 40.78	$ 42.82	$ 44.97	$ 47.22	$ 48.64
54	▪ Budget Analyst ▪ Instructional Technology Specialist ▪ Research Analyst ▪ Student Services Technology Coordinator ▪ Web Developer	$ 39.82	$ 41.81	$ 43.88	$ 46.08	$ 48.38	$ 49.83
55		$ 40.80	$ 42.84	$ 44.99	$ 47.25	$ 49.61	$ 51.10

* Lead, Advanced, or Senior Level Classification
** Under Review
*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

Effective: 07/01/22
***Revision Effective 08/01/17
(See footer notes)
[v.6/27/2023.p.4|4]

Classified Salary Schedule
Pending Board Approval 07/13/23

RANGE	POSITION	STEP					
		A	B	C	D	E	F
56		$ 41.83	$ 43.90	$ 46.11	$ 48.42	$ 50.83	$ 52.35
57	▪ Systems Analyst	$ 42.87	$ 45.01	$ 47.27	$ 49.63	$ 52.12	$ 53.69
58		$ 43.95	$ 46.15	$ 48.46	$ 50.86	$ 53.39	$ 55.00
59		$ 45.05	$ 47.29	$ 49.65	$ 52.14	$ 54.75	$ 56.39
60		$ 46.17	$ 48.47	$ 50.88	$ 53.45	$ 56.12	$ 57.80
61		$ 47.31	$ 49.70	$ 52.17	$ 54.78	$ 57.52	$ 59.24
62		$ 48.51	$ 50.94	$ 53.48	$ 56.14	$ 58.96	$ 60.72
63	▪ Senior Programmer/Analyst * ▪ Senior Research and Planning Analyst * ▪ Senior Technology Support Specialist * ▪ Senior Web Developer *	$ 50.02	$ 52.53	$ 55.16	$ 57.91	$ 60.82	$ 62.64
64		$ 51.27	$ 53.82	$ 56.53	$ 59.36	$ 62.32	$ 64.19
65		$ 52.55	$ 55.18	$ 57.95	$ 60.83	$ 63.87	$ 65.78
66		$ 53.85	$ 56.55	$ 59.38	$ 62.35	$ 65.47	$ 67.43

* Lead, Advanced, or Senior Level Classification
** Under Review
*** Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of the Reorganization of Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the reorganization of employees as indicated on the attached.

OVERVIEW

In accordance with Article 16: Personnel of the CSEA Collective Bargaining Agreement, SBCCD may propose a reorganization of classified position(s) at the colleges or District sites.

ANALYSIS

The reclassification due to reorganization on the attached list is mutually agreed upon by both parties.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The financial implications resulting from these reclassifications will be an additional cost to the appropriate 2022-23 budgets.

Employee Reorganization

Submitted for Board Approval July 13, 2023

[v.6.22.2023.p.1|1]

Employee Name Location Assignment & Department	From	To	Effective Date
Arce, Valerie DSO KVCR	Administrative Assistant III Classified Schedule Range 41, Step C	Administrative Coordinator Classified Schedule Range 45, Step B	07/01/23
Martin, Amber SBVC EOP&S	Administrative Assistant I Classified Schedule Range 33, Step E	Administrative Assistant II Classified Schedule Range 37, Step D	06/26/23

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Reclassification of Employee

RECOMMENDATION

It is recommended that the Board of Trustees approve the reclassification for the employee as indicated on the attached.

OVERVIEW

In accordance with Article 16: Personnel of the CSEA Collective Bargaining Agreement, either CSEA or SBCCD may propose a reclassification for any position at any time during the life of the Collective Bargaining Agreement, including a reclassification request may be initiated by the unit member or their immediate supervisor.

ANALYSIS

The reclassification on the attached list is mutually agreed upon by both parties.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The financial implications resulting from these reclassifications will be an additional cost to the appropriate 2022-23 budgets.

Employee Reclassifications

Submitted for Board Approval July 13, 2023

[v.6.22.2023.p.1|1]

Employee Name Location Assignment & Department	From	To	Effective Date
Gil, Aida SBVC Student Services	Administrative Assistant II Classified Schedule Range 37, Step D	Administrative Assistant III Classified Schedule Range 41, Step C	03/04/23

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Revised Salary Schedule Increase for Confidential/Supervisory Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the salary schedule increase for confidential/supervisory employees as presented.

OVERVIEW

For 2023-2024, the District will increase the confidential/supervisory salary schedule using the adopted formula for salary increases, retroactive to July 1, 2023.

ANALYSIS

The adjustment to the salary schedule is based on the formula being adopted by SBCCD and aligns with the goal to maintain salaries at median.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The financial impact of these changes has been included in the appropriate 2023-2024 budgets.

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
1		$ 27.71	$ 28.57	$ 29.46	$ 30.37	$ 31.31	$ 32.27	$ 33.27	$ 34.27	$ 35.30	$ 36.37
2		$ 28.40	$ 29.28	$ 30.20	$ 31.13	$ 32.08	$ 33.08	$ 34.10	$ 35.12	$ 36.18	$ 37.26
3		$ 29.12	$ 30.02	$ 30.94	$ 31.90	$ 32.90	$ 33.91	$ 34.96	$ 36.00	$ 37.09	$ 38.19
4	▪ Recruitment Specialist	$ 29.85	$ 30.76	$ 31.73	$ 32.70	$ 33.72	$ 34.76	$ 35.83	$ 36.90	$ 38.01	$ 39.15
5		$ 30.59	$ 31.54	$ 32.51	$ 33.52	$ 34.55	$ 35.62	$ 36.72	$ 37.83	$ 38.97	$ 40.14
6		$ 31.36	$ 32.32	$ 33.33	$ 34.36	$ 35.42	$ 36.51	$ 37.65	$ 38.78	$ 39.94	$ 41.13
7		$ 32.13	$ 33.14	$ 34.16	$ 35.23	$ 36.30	$ 37.43	$ 38.59	$ 39.74	$ 40.94	$ 42.17
8		$ 32.94	$ 33.96	$ 35.02	$ 36.10	$ 37.21	$ 38.36	$ 39.55	$ 40.74	$ 41.96	$ 43.22
9		$ 33.77	$ 34.82	$ 35.90	$ 37.00	$ 38.14	$ 39.32	$ 40.55	$ 41.75	$ 43.01	$ 44.30
10	▪ Human Resources Coordinator	$ 34.61	$ 35.69	$ 36.79	$ 37.92	$ 39.09	$ 40.31	$ 41.55	$ 42.80	$ 44.09	$ 45.41
11		$ 35.48	$ 36.58	$ 37.70	$ 38.87	$ 40.08	$ 41.31	$ 42.59	$ 43.87	$ 45.19	$ 46.54
12		$ 36.37	$ 37.49	$ 38.64	$ 39.85	$ 41.08	$ 42.34	$ 43.66	$ 44.97	$ 46.31	$ 47.70
13		$ 37.28	$ 38.42	$ 39.62	$ 40.84	$ 42.10	$ 43.41	$ 44.75	$ 46.09	$ 47.47	$ 48.90
14		$ 38.21	$ 39.40	$ 40.61	$ 41.86	$ 43.16	$ 44.50	$ 45.87	$ 47.24	$ 48.67	$ 50.12
15	▪ Human Resources Generalist	$ 39.16	$ 40.37	$ 41.62	$ 42.91	$ 44.23	$ 45.60	$ 47.01	$ 48.43	$ 49.88	$ 51.37
16		$ 40.14	$ 41.38	$ 42.66	$ 43.97	$ 45.34	$ 46.74	$ 48.20	$ 49.64	$ 51.12	$ 52.66
17		$ 41.15	$ 42.42	$ 43.72	$ 45.07	$ 46.48	$ 47.91	$ 49.40	$ 50.88	$ 52.41	$ 53.97
18		$ 42.17	$ 43.47	$ 44.82	$ 46.21	$ 47.63	$ 49.12	$ 50.63	$ 52.16	$ 53.71	$ 55.32
19	▪ Human Resources Analyst	$ 43.22	$ 44.56	$ 45.94	$ 47.36	$ 48.83	$ 50.34	$ 51.88	$ 53.45	$ 55.05	$ 56.70
20		$ 44.31	$ 45.68	$ 47.10	$ 48.54	$ 50.05	$ 51.59	$ 53.19	$ 54.79	$ 56.43	$ 58.12
21		$ 45.42	$ 46.82	$ 48.27	$ 49.76	$ 51.30	$ 52.89	$ 54.52	$ 56.16	$ 57.84	$ 59.59
22	▪Executive Administrative Assistant to the Chief Human Resource Officer * ▪Executive Administrative Assistant, President's Office * ▪ Senior Executive Administrative Assistant *	$ 46.54	$ 48.00	$ 49.47	$ 51.00	$ 52.58	$ 54.20	$ 55.89	$ 57.56	$ 59.28	$ 61.06
23	▪ Administrative Officer to the Chancellor *	$ 47.70	$ 49.19	$ 50.71	$ 52.28	$ 53.90	$ 55.56	$ 57.28	$ 59.00	$ 60.77	$ 62.59
24	▪ Human Resources Senior Analyst *	$ 48.91	$ 50.42	$ 51.98	$ 53.59	$ 55.25	$ 56.95	$ 58.72	$ 60.47	$ 62.29	$ 64.15

* Supervisory
Reflects 4.5% increase effective 7/1/2023

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
25		$ 50.13	$ 51.69	$ 53.28	$ 54.93	$ 56.63	$ 58.37	$ 60.18	$ 61.98	$ 63.85	$ 65.76
26		$ 51.38	$ 52.97	$ 54.61	$ 56.30	$ 58.05	$ 59.84	$ 61.69	$ 63.54	$ 65.44	$ 67.40
27		$ 52.67	$ 54.29	$ 55.97	$ 57.70	$ 59.49	$ 61.32	$ 63.22	$ 65.12	$ 67.08	$ 69.10
28		$ 53.98	$ 55.66	$ 57.37	$ 59.16	$ 60.98	$ 62.86	$ 64.80	$ 66.75	$ 68.75	$ 70.82
29		$ 55.33	$ 57.05	$ 58.81	$ 60.62	$ 62.50	$ 64.43	$ 66.43	$ 68.43	$ 70.47	$ 72.59

* Supervisory
Reflects 4.5% increase effective 7/1/2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Lawrence P. Strong, Director, Fiscal Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Adopt Resolution #2023-07-13-FS-01 Approving Transfers of Appropriations for the 2023-24 Fiscal Year

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2023-07-13-FS-01 Approving Transfers of Appropriations for the 2023-24 Fiscal Year.

OVERVIEW

According to Title 5, §58307 and §58308 and in accordance with Administrative Procedure 6250, all income in excess of budgeted amounts shall be added to the general reserve. However, the Board of Trustees may approve the appropriation of such funds, according to need, by the adoption of a resolution by a majority vote.

ANALYSIS

During the course of the fiscal year, revisions become necessary to bring budgeted revenues and expenditures in balance with actual receipts and expenses. Therefore, we are recommending that the Board of Trustees authorize staff to process necessary transfers during 2023-24 to allow for the appropriation of excess funds; transfers between designated and/or un-appropriated fund balances and any expenditure classifications; or balance any expenditure classification of the budget.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

Approval of this item will allow for timely posting of adjustments and a realistic picture of actual spending patterns of funds.

[v.2023-06-27.p.1/1]

RESOLUTION #2023-07-13-FS-01 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT APPROVING THE TRANSFERS OF APPROPRIATIONS FOR THE 2023-24 FISCAL YEAR

WHEREAS, the San Bernardino Community College District Board of Trustees has determined that during the fiscal year budget revisions become necessary to bring the budgeted revenues and expenditures in balance with actual receipts and expenses; and

WHEREAS, by making these appropriation adjustments to actuals, the District will reflect a more realistic picture of actual spending patterns of funds; and

WHEREAS, the San Bernardino Community College District Board of Trustees has determined that additional income is assured in excess of the amounts previously budgeted and the timely posting of adjustments will keep each account up-to-date with accurate uncommitted balances;

NOW, THEREFORE, BE IT RESOLVED that pursuant Title 5, §58307 and §58308, and in accordance with its Administrative Procedure 6250, the District may appropriate any such funds, and identify and make such transfers as needed throughout the 2023-24 fiscal year.

BE IT FURTHER RESOLVED that the San Bernardino Community College District Board of Trustees authorizes staff to process the necessary transfers to revise budget amounts during the course of the fiscal year to allow appropriation of excess funds, transfers between designated and/or un-appropriated fund balances and any expenditure classifications, or balance any expenditure classification of the budget.

PASSED AND ADOPTED by the Board of Trustees on July 13, 2023, by the following majority vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Diana Z. Rodriguez, Secretary of the Board of Trustees, 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 _____, 20_____.

_____ Secretary of the Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Lawrence P. Strong, Director, Fiscal Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Adopt Resolution #2023-07-13-FS-03 Approving Transfers to the Reserve for Contingencies from Various Expenditure Classifications

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2023-07-13-FS-03 approving the transfer of funds to the reserve for contingencies from various expenditure classifications as indicated in the attached resolution.

OVERVIEW

The 2022-23 Final Budget adopted by the Board of Trustees on September 8, 2022, represented SBCCD's best estimates for income and expenditures for the fiscal year. However, as the year progresses, additional income is sometimes received and must be distributed to appropriate accounts, expenditures change from projected levels, and increased costs may need to be covered. As provided in Title 5, §58307, and in accordance with SBCCD Administrative Procedure 6250, the Board of Trustees shall approve the transfer of funds, upon recommendation of the Chancellor, to or from the reserve for contingencies to or from any expenditure classification. Transfers of funds shall be done via the adoption of a resolution by a two-thirds majority vote.

ANALYSIS

The Board is being asked to adopt a resolution approving budget transfers to the reserve for contingencies from the expenditure classifications indicated on the attached resolution.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The approval of this board item will change the reserve for contingency accounts by the amounts indicated in the attached resolution.

RESOLUTION #2023-07-13-FS-03 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO VARIOUS EXPENDITURE CLASSIFICATIONS

[v.6.27.2023.p.1|2]

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, on the 8th day of September 2022, the San Bernardino Community College District (the District) adopted the 2022-23 Final Budget specifying the maximum amount which may be expended for each classification of expenditure; and

WHEREAS, Title 5, §58307 of the California Code of Regulations and District Administrative Procedure 6250 allows the Board of Trustees to approve transfers from the reserve for contingencies to any expenditure classification; and

WHEREAS, transfers of funds shall be done via the adoption of a resolution by a two-thirds majority vote; and

WHEREAS, the transfers listed on the attached Exhibit A were deemed necessary and prudent by the District;

NOW THEREFORE, BE IT RESOLVED that the governing body of the San Bernardino Community College District hereby adopts this resolution and authorizes, by a two-thirds majority vote, to approve said transfers.

PASSED AND ADOPTED by the Board of Trustees on July 13, 2023, by the following majority vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Diana Z. Rodriguez, Secretary of the Board of Trustees, 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 _____, 20_____.

_____ Secretary of the Board of Trustees

RESOLUTION #2023-07-13-FS-03 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO VARIOUS EXPENDITURE CLASSIFICATIONS

[v.6.27.2023.p.2|2]

EXHIBIT A

Fund 110/01 General Fund, Unrestricted			19,242,905 (823,150) 18,419,755	2022-23 Initial Fund Balance Net Change from Previously Approved Transfers Fund Balance Before Transfer(s)	
Board Approved	Date of Transfer	Ref #	Amount to/(from) Reserve	ExpenditureClassification	Justification
7/13/2023	6/20/2023	018330	(20,000)	5000 Other Expenses	To fund travel for DSO Marketing and Public Affairs*
7/13/2023	6/20/2023	018331	(63,000)	5000 Other Expenses	To fund travel for Board of Trustees*
7/13/2023	6/20/2023	018332	(21,500)	5000 Other Expenses	To fund travel for Chancellor's Office*
7/13/2023	6/20/2023	018343	(3,670)	6000 Capital Outlay	To pay SBVC prior year invoice
7/13/2023	6/20/2023	018346	(11,980)	5000 Other Expenses	To cover repair for vandalism at Del Rosa site
			(120,150)	Total Approved at this Board Meeting	
			18,299,605	Fund Balance After Transfer(s)	

**Increased travel reflects support of SBCCD Goals 3.2 Institutionalize our commitment to investing in cultivating leadership skills within our District as a vehicle for expanding SBCCD's ability to influence economic and educational initiatives around the region, state, and country, and 4.2: Continue to advocate for local state and federal funding to support SBCCD's mission*

Fund 410/41 Capital Outlay			9,567,320 - 9,567,320	2022-2023 Initial Fund Balance Net Change from Previously Approved Transfers Fund Balance Before Transfer(s)	
Board Approved	Date	Ref #	Amount to/(from) Reserve	ExpenditureClassification	Justification
7/13/2023	6/20/2023	018397	(27,120)	5000 Other Expenses	To fund maintenance and repair at Highland Avenue and Del Rosa properties
7/13/2023	6/20/2023	018399	(8,739)	6000 Capital Outlay	To establish budget for EV Charging Station at SBVC
			(35,859)	Total Approved at this Board Meeting	
			9,531,461	Fund Balance After Transfer(s)	

Fund 590/59 Investment Properties			54,597,907 (251,000) 54,346,907	2022-23 Initial fund Balance Net Change from Previously Approved Transfers Fund Balance Before Transfer(s)	
Board Approved	Date	Ref #	Amount to/(from) Reserve	ExpenditureClassification	Justification
7/13/2023	6/20/2023	018337	(16,500)	5000 Other Expenses	To cover legal costs experienced associated with filling surplus vacancies created by COVID-19 Pandemic
			(16,500)	Total Approved at this Board Meeting	
			54,330,407	Fund Balance After Transfer(s)	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Lawrence P. Strong, Director of Fiscal Services

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Ratify Interfund Borrowing Transactions

RECOMMENDATION

It is recommended that the Board of Trustees ratify the following interfund borrowing transaction(s) in accordance with the resolution it adopted on May 12, 2022:

Date	Amount	From Fund (Oracle #)	To Fund (Oracle #)	Notes
06/20/2023	$1,157,014	82 KVCR FNX (825)	01 General Fund (110)	To repay temporary loan.

OVERVIEW

According to California Education Code E.C. 42603, the Board of Trustees may direct that money be temporarily transferred from one fund to another for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds, and shall not be available for appropriation, or considered income. Amounts transferred shall be repaid in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of fiscal year.

On May 12, 2022, the Board of Trustees adopted a resolution authorizing the chancellor or his designee to approve interfund transfers during fiscal year 2022-23 which would later be ratified by the Board.

ANALYSIS

The use of temporary borrowing between funds has been employed to offset interim shortages of cash flow. This standard business practice is approved annually by a resolution of the Board of Trustees. As required by E.C. 42603, the funds were borrowed less than 120 calendar days before the end of the 2021-22 fiscal year and have been repaid before the end of the 2022-2023 fiscal year.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

This item ensures that SBCCD is aligns with California Ed Code regarding temporary borrowing between funds.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Business Manager

DATE: July 13, 2023

SUBJECT: Consideration of Approval of District & College Expenses

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached requests for district and college expenses.

OVERVIEW

As required by Ed Code and the County Superintendent of Schools, Board action is required for field trips whenever expenditures are to be made on behalf of students for admission, meals and lodging. In addition, SBCCD AP 6925 requires the Board authorize the expenditure of funds related to various functions planned for the colleges and district office as indicated below.

- Meetings or trainings attended only by employees and/or currently enrolled students for which the total cost will be more than $1,000.
- Meetings or trainings attended by employees, currently enrolled students, and by one or more non-employees or non-students, for which the total cost will be more than $500.
- Any refreshments or meals for an event. Events are defined as activities in which non-employees or non-students can attend or participate (e.g., job fair, holiday event, recruitment event); or is on a large enough scale to be considered neither a meeting nor training.

ANALYSIS

Details of the various events are included in the attached list being presented for approval.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost of these expenditures is included in the budgets shown on the attached.

District & College Expenses

Submitted for Board Approval July 13, 2023

[v.6.27.2023.p.1|4]

Site/Date/Cost	Event/Items Purchased/Funding Source
Site: CHC **Date of Event:** 5/24/2023 **Total Estimated Cost:** $1,200	**Event:** Commencement Student Breakfast **Items Being Purchased:** Student Senate to pay for breakfast for students during CHC commencement rehearsals on 05/24/2023 in the CHC Quad. **Funding Source:** Associated Students Trust Fund **Ratification:** Did not have an official count to determine event cost prior to Board due date.
Site: SBVC **Date of Event:** 06/25/2023 - 08/12/2023 **Total Estimated Cost:** $35,000	**Event:** Open Institute Intensive Workshops **Items Being Purchased:** Registration and travel expenses for 10 students Ten SBVC Theatre students were invited to attend Broadway Intensive Workshops through the Open Jar Institute in New York. **Funding Source:** Instruction Office General Fund **Ratification:** The funding for this student opportunity was finalized after the June board deadline.
Site: CHC **Date of Event:** 08/02/2023 **Total Estimated Cost:** $2,500	**Event:** Roadrunner Rally **Items Being Purchased:** Refreshments and supplies Over 300 attendees are expected at this annual new student welcome event. **Funding Source:** Student Equity Categorical Fund
Site: SBVC **Date of Event:** 08/04/2023 **Total Estimated Cost:** $650	**Event:** Community Action Partnership of San Bernardino County (CAPSBC) Partnership and Leadership Retreat Training **Items Being Purchased:** Refreshments/meals Sponsored by the President's Office, this event is for partnership and leadership training. Breakfast and luncheon will be hosted during the event. Anticipated attendance is approximately 20 CAPSBC guests, the Interim President, and her Executive Cabinet. **Funding Source:** President's Office General Fund

District & College Expenses

Submitted for Board Approval July 13, 2023

[v.6.27.2023.p.2|4]

Site/Date/Cost	Event/Items Purchased/Funding Source
Site: SBVC **Date of Event:** 08/08/2023 - 08/11/2023 **Total Estimated Cost:** $9,500	**Event:** Convocation Week **Items Being Purchased:** Refreshments/meals This event will kick off the fall semester. Breakfast and luncheon will be hosted during the event. Anticipated attendance is approximately 200 faculty, staff, administrators, and trustees. **Funding Source:** President's Office General Fund
Site: CHC **Date of Event:** 09/13/2023 **Total Estimated Cost:** $1,500	**Event:** Fall 2023 University Transfer Fair **Items Being Purchased:** Meals, refreshments, supplies Sponsored by the Transfer Center, the transfer fair is intended to provide an opportunity for students to meet with public, private, and out-of-state universities at CHC. Exposure to a variety of institutions will assist students with obtaining admissions information, getting their questions answered, and ultimately transferring to a 4-year institution. **Funding Source:** Transfer Center General Fund
Site: SBVC & CHC **Date of Event:** 09/13/2023 - 10/15/2023 **Total Estimated Cost:** $25,000	**Event:** Hispanic Heritage Month Celebrations **Items Being Purchased:** Refreshments, materials, books, and giveaways Sponsored by the Arts, Lectures and Diversity Committee, Latino Faculty and Staff Administrative Association, and Student Equity and Success for approximately 200 faculty, staff, and students. Carmen Rodriguez and Ernest Guillen will serve as chaperones. **Funding Source:** Student Equity & Success Categorical Fund; Latino Faculty and Staff Administrative Association; Arts & Lectures General Fund; Diversity General Fund

District & College Expenses

Submitted for Board Approval July 13, 2023

[v.6.27.2023.p.3|4]

Site/Date/Cost	Event/Items Purchased/Funding Source
Site: SBVC & CHC **Date of Event:** 10/27/2023 - 10/31/2023 **Total Estimated Cost:** $68,000	**Event:** Annual Hispanic Association of College & Universities (HACU) Conference **Items Being Purchased:** Registration, meals, transportation, and lodging Student Equity will be sponsoring the annual 2023 HACU Conference in Chicago, Illinois. HACU aims to educate students about Latinos in higher education and provide them with valuable insights and strategies from keynote speakers on how to effectively serve both students and the community. By attending, students will gain knowledge and techniques to navigate the community college system and utilize it for their own success. Anticipated attendance is 32 students, staff, and faculty. Chaperones will be Botra Moeung and Elizabeth Banuelos. **Funding Source:** Student Equity & Success Categorical Fund
Site: SBVC **Date of Event:** 11/08/2023 **Total Estimated Cost:** $6,000	**Event:** 3rd Annual First Gen Day **Items Being Purchased:** Refreshments, materials, and supplies Student Equity & Success and First Year Experience are sponsoring this event to help motivate students who are the first in their family to attend college and also to provide them with resources. Approximately 100 faculty, staff, and students are expected to attend. Carmen Rodriguez and Sharaf Williams will serve as chaperones. **Funding Source:** Student Equity & Success Categorical Fund
Site: SBVC **Date of Event:** 11/15/2023 **Total Estimated Cost:** $4,000	**Event:** Native American Heritage Celebration **Items Being Purchased:** Refreshments and supplies Student Equity & Success and Guardian Scholars will co-sponsor events throughout the month that inform and engage through on-campus presentations focused on Native American History. Anticipated attendance is 100 students, staff, and faculty members. Carmen Rodriguez will serve as a chaperone. **Funding Source:** Student Equity & Success Categorical Fund

District & College Expenses

Submitted for Board Approval July 13, 2023

[v.6.27.2023.p.4|4]

Site/Date/Cost	Event/Items Purchased/Funding Source
Site: SBVC **Date of Event:** 11/29/2023 **Total Estimated Cost:** $5,000	**Event:** Men's Empowerment Day **Items Being Purchased:** Refreshments and supplies Student Equity will sponsor a day to celebrate our SBVC male students and provide them with information regarding how to be successful in college and provide resources about SBVC. Carmen Rodriguez will serve as a chaperone. **Funding Source:** Student Equity & Success Categorical Fund

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Stacey Nikac, Administrative Officer

DATE: July 13, 2023

SUBJECT: Individual Memberships

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached list of individual memberships.

OVERVIEW

The County of San Bernardino District Financial Services Division requires certification of board minutes, that are in accordance with provisions of legal codes for the State of California, to pay invoices for memberships. Whenever possible, SBCCD purchases institutional memberships to be used districtwide. The individual requesting membership has reviewed, and confirms, the District does not currently subscribe to an institutional membership and the association to which they are requesting membership only offers Individual memberships. The memberships requested are related to job duties and functions to promote and advance our institutions and students.

ANALYSIS

Education Code Section 35172 (d) Subscribe for membership for any school under its jurisdiction in any society, association, or organization which has for its purpose the promotion and advancement of public or private education. (e) Subscribe for membership in, or otherwise become a member of, any national, state or local organization of governing boards of school districts or members thereof which has for its purposes the promotion and advancement of public education through research and investigation, and the cooperation with persons and associations whose interests and purposes are the betterment of the educational opportunities of the children of the state.

Education Code Section 35160.1 (a) The Legislature finds and declares that school districts, county boards of education, and county superintendents of schools have diverse needs unique to their individual communities and programs. Moreover, in addressing their needs, common as well as unique, school districts, county boards of education, and county superintendents of schools should have the flexibility to create their own unique solutions. (b) In enacting Section 35160, it is the intent of the Legislature to give school districts, county boards of education, and county superintendents of schools broad authority to carry on activities and programs, including the expenditure of funds for programs and activities which, in the determination of the governing board of the school district, the county board of education, or the county superintendent of schools

are necessary or desirable in meeting their needs and are not inconsistent with the purposes for which the funds were appropriated. It is the intent of the Legislature that Section 35160 be liberally construed to affect this objective. (c) The Legislature further declares that the adoption of this section is a clarification of existing law under Section 35160.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues

FINANCIAL IMPLICATIONS

Membership associated with this board item are included in the funding source as attached.

INDIVIDUAL MEMBERSHIPS

Submitted for Board Approval 7/13/23

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SITE AMOUNT PER PERSON NAME(S)	MEMBERSHIP FUNDING SOURCE
SBVC $466.56 per person Joanna Oxendine	Association of California Community College Administrators (ACCCA) Research & Planning General Fund

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Business Manager

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Conference Requests

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached conference requests.

OVERVIEW

Faculty and staff attend conferences for various purposes, including professional growth and development, networking with industry peers, discussing best practices, and learning about emerging issues. The SBCCD travel and conference process is covered by Administrative Procedure 7400. All requests must be approved by the appropriate administrator as listed:

- For employee travel, the traveler's immediate supervisor.
- For student travel, the College President.
- For the Chancellor's travel, the Board Chair, or other designated Board Member.
- For Board Member travel, the Board Chair or designee.

Additionally, conference expenses must be approved by the budget responsibility center managers and Business Services. If total estimated expenses exceed $5,000 per person, or travel is outside the contiguous United States, the request must also have prior Board approval.

ANALYSIS

The requests to attend conferences on the attached are either estimated to result in expenses exceeding $5,000 per person, and/or involve travel outside the contiguous United States.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost of these conferences is included in the appropriate budget funds indicated on the attached and are approved by supervising managers through the District's financial system.

Conference Requests

Submitted for Board Approval July 13, 2023

[v.6.27.2023.p.1|1]

Requestor	Conference
Site: SBVC **Name:** Raymond Carlos, Marco Cota, Joanne Hinojosa, Maria Del Carmen Rodriguez, Scott Thayer, and Sharaf Williams **Department:** Student Services **Estimated Cost Per Person:** $7,000	**Conference Name:** Association of Title IX Administrators Training and Certification Event **Dates of Travel:** ~~06/12-13/2023~~ 06/12-16/2023 **Location:** San Diego CA **Purpose:** Administrators will receive certified Title IX training which includes 18 courses and workshops. **Funding Source:** Student Development General Fund and Student Equity Categorical Fund **Amendment:** Originally Board approved June 8, 2023. This item is being amended to correct the dates of travel.
Site: CHC **Name:** Willie Blackmon and Veronica Lehman **Department:** Student Services **Estimated Cost Per Person:** $7,000	**Conference Name:** Association of Title IX Administrators Training and Certification Event **Dates of Travel:** 06/12-16/2023 **Location:** San Diego CA **Purpose:** Administrators will receive certified Title IX training which includes 18 courses and workshops. **Funding Source:** Campus Safety & Sexual Assault Categorical Fund **Ratification:** Attendance had not been confirmed in time for June Board.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Business Manager

DATE: July 13, 2023

SUBJECT: Consideration of Ratification for Contracts at or Above $109,300

RECOMMENDATION

It is recommended that the Board of Trustees ratify the contracts on the attached list which are routine in nature, support the ongoing operation of the District, and have a total contract cost at or above $109,300.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts. District staff is presenting the attached purchase and/or contract requests, which meet or exceed the formal bid limits, for Board approval in the form of ratification.

ANALYSIS

The California Board of Governors sets the formal bid limit for procurement of goods and or services on an annual basis. The formal bid limit for the current calendar year has been set at $109,300. Ratification of the contracts on the attached list will allow for the successful ongoing operation of the District. Construction services are not included in this board item.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The attached purchase and or contract requests have been budgeted for via purchase requisition.

Board Date 07/13/2023

Contracts and Agreements
Over $109,300

Control Number	Vendor Name	Dept/Location	Contract Type	Total New Contract Value	Amendment
24722	**Butte-Glenn CCD**	EDCT/SBCCD	Subgrantee	$796,218.00	
	Subgrantee agreement to serve participants through the expansion of the Utility Line Clearance Pre-Inspector and Arborist Program			04/17/2023 to 09/30/2025	
24721	**Chaffey CCD**	EDCT/SBCCD	Subgrantee	$486,930.00	
	Subgrantee agreement to develop new health industry sector programs, serve participants through a Physical Therapy Assistant Program and implement a concurrent enrollment program			04/17/2023 to 09/30/2025	
24732	**ChargePoint Inc.**	Facilities Planning	CMAS/Installation Services	$290,038.80	
	Furnish and install charging stations at Lot 3 SBVC. Parts are covered by CMAS Contract 3-2106-1065			06/12/2023 to 06/30/2024	
24746	**Colton Joint USD**	Math/SBVC	Subgrantee	$716,304.00	
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives			07/01/2023 to 06/30/2024	
24717	**Copper Mountain CCD**	EDCT/SBCCD	Subgrantee	$202,520.00	
	Subgrantee agreement to provide training in health industry sectors			04/17/2023 to 09/30/2025	

Board Date 07/13/2023

Contracts and Agreements
Over $109,300

Control Number	Vendor Name	Dept/Location	Contract Type	Total New Contract Value	Amendment
24723	**CourseDog, Inc**	TESS/SBCCD	Software	$668,337.00	
	Software - Supports the Course Catalogs, Event Scheduling, Academic Scheduling and Demand Planning			04/17/2023 to 09/30/2025	
24708	**Mt San Jacinto CCD**	EDCT/SBCCD	Subgrantee	$652,609.00	
	Subgrantee agreement to development of training program in health, logistics and water treatment industry sectors			4/17/2023 to 09/30/2025	
24747	**Redlands USD**	Math/SBVC	Subgrantee	$888,512.00	
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives			07/01/2023 to 06/30/2024	
24748	**Rialto USD**	Math/SBVC	Subgrantee	$1,415,152.00	
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives			07/01/2023 to 06/30/2024	
24749	**San Bernardino City USD**	Math/SBVC	Subgrantee	$6,479,927.00	
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives			07/01/2023 to 06/30/2024	

Board Date 07/13/2023

Contracts and Agreements
Over $109,300

Control Number	Vendor Name	Dept/Location	Contract Type	Total New Contract Value	Amendment
24750	**San Bernardino County Superintendent of Schools**	Math/SBVC	Subgrantee	$605,053.00	
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives			07/01/2023 to 06/30/2024	
24761	**Universal Personnel Services**	Human Resources/ SBCCD	Consultant	$120,000.00	
	Consultant for Human Resource matters			07/01/2023 to 06/30/2024	
24751	**Yucaipa-Calimesa Joint USD**	Math/SBVC	Subgrantee	$733,383.00	
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives			07/01/2023 to 06/30/2024	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Business Manager

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Surplus Property and Authorization for Private Sale or Disposal

RECOMMENDATION

It is recommended that the Board of Trustees declare the equipment and/or materials listed on the attached as surplus property, and direct the Business Manager to arrange for its sale or disposal.

OVERVIEW

California Education Code 81452 states that if a governing board, by a unanimous vote of those members present, finds that property, whether one or more items, does not exceed in value the sum of $5,000, the property may be sold at private sale without advertising or disposed of.

ANALYSIS

The items listed on the attached have been identified as obsolete and no longer usable. Upon approval by the board, they will be sold or disposed of through reputable auction houses and/or salvage companies.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

Funds for materials sold will be provided to the district after auction and positively impact the budget.

Fixed Assets Surplus Report
July 13, 2023

Asset #	Date Retired	Description	Initial Value	Current Value
20413	5/23/2023	PRINTER LASER	$1,149.00	$0.00
32976	5/23/2023	iMac 27-inch	$2,391.12	$0.00
37607	5/23/2023	OptiPlex 3240	$1,523.06	$0.00
37622	5/23/2023	OptiPlex 3240	$1,564.73	$0.00
37656	5/23/2023	iMac 21-inch	$1,510.92	$0.00
35038	4/11/2023	Rollem Numbering Machine	$6,438.96	$0.00
37705	5/23/2023	Dell Latitude E5550	$1,253.97	$0.00
37716	5/23/2023	Dell Latitude E5550	$1,253.97	$0.00
37718	5/23/2023	Dell Latitude E5550	$1,253.97	$0.00
37723	5/23/2023	Dell Latitude E5550	$1,253.97	$0.00
37727	5/23/2023	Dell Latitude E5550	$1,253.97	$0.00
37728	5/23/2023	Dell Latitude E5550	$1,253.97	$0.00
37847	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37850	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37851	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37853	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37855	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37856	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37858	5/23/2023	OptiPlex 7440 AIO	$1,562.14	$0.00
37879	5/23/2023	OptiPlex 3240 AIO	$947.33	$0.00
37885	5/23/2023	OptiPlex 3240 AIO	$947.33	$0.00
37886	5/23/2023	OptiPlex 3240 AIO	$947.33	$0.00
37894	5/23/2023	OptiPlex 3240 AIO	$947.33	$0.00
37907	5/23/2023	OptiPlex 3240 AIO	$947.33	$0.00
37909	5/23/2023	OptiPlex 3240 AIO	$947.33	$0.00
37938	5/23/2023	OptiPlex 7440 AIO	$1,068.17	$0.00

Non-Fixed Assets Surplus Report

Description	Quantity
iMac	2 ea
Apple Monitor	2 ea
Dell Latitude 5500	2 ea
Dell Optiplex 3050	4 ea
Panasonic Toughbook	1 ea
Dell Optiplex 3240	1 ea
Sovereign Welder	1 ea
Binding Machine	1 ea
Cannon ImageFormula Scanner	1 ea
Anchor Speakers	2 ea
Tripod	3 ea
IBM Typewriter	1 ea
Folder Machine	1 ea

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Adopt Resolution #2023-07-13-FP-01 Ratifying Agreement for the Acquisition of Real Property Identified as "Riverwalk"

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2023-07-13-FP-01 ratifying an agreement for the acquisition of Real Property identified as approximately 15 acres at West Inland Center Drive, City and County of San Bernardino CA, San Bernardino County Assessor Parcel Numbers (APN) attached as Exhibit "A" ("Property").

OVERVIEW

Pursuant to prior direction from the District Board of Trustees, District staff, in consultation with District legal counsel, negotiated an Assignment of Contract Rights which includes Purchase and Sale Agreements that detail the terms and conditions of the sale of the Property to the District, attached hereto as Exhibit "B" of Resolution #2023-07-13-FP-01.

ANALYSIS

Adoption of the attached resolution will establish the Board's directives concerning the acquisition of the Property and is in line with its previous direction to staff.

SBCCD GOALS

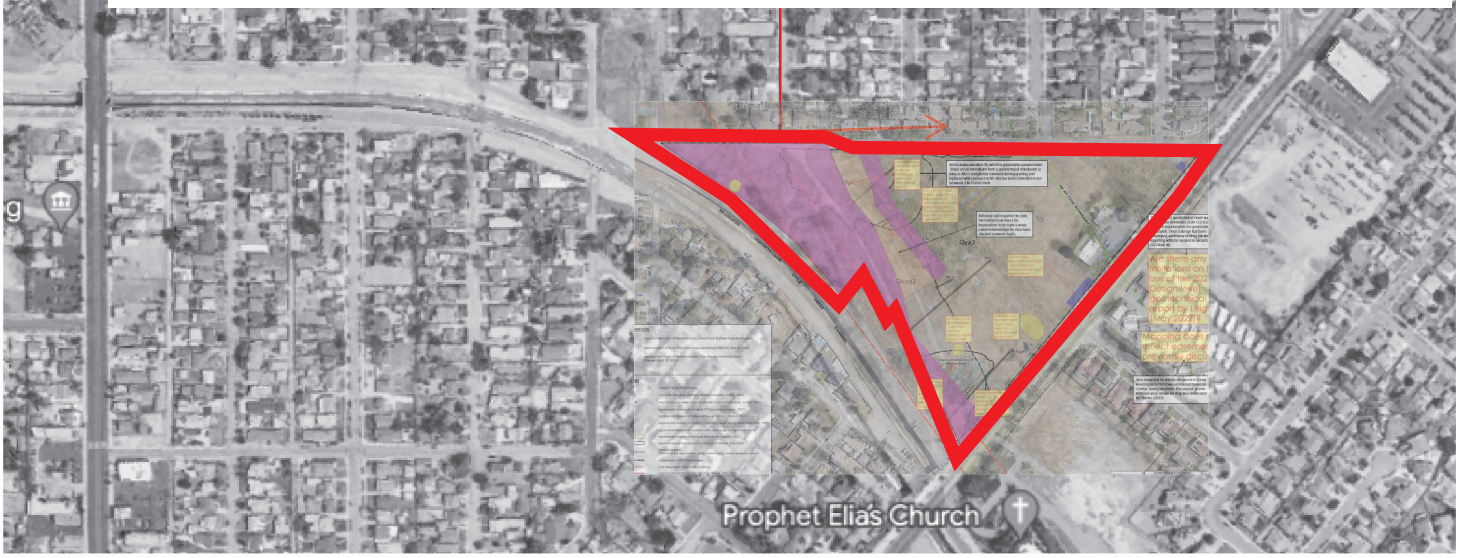
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

This purchase will be funded by Measure CC.



990 Inland Center Drive, San Bernardino, CA 92410, San Bernardino County Assessor Parcel Nos. 0164-331-10-0000 to 0164-331-13-0000, 0141-171-03-0000 to 0141-171-27-0000, 0141-171-29-0000, 0141-171-30-0000



RESOLUTION #2023-07-13-FP-01 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS "RIVERWALK"

WHEREAS, the San Bernardino Community College District ("District") desires to acquire real property located in San Bernardino, California ("Property") as is more particularly described in the Agreement as defined below and attached as Exhibit "B;"

WHEREAS, pursuant to prior direction from the District Board of Trustees ("Board"), District staff, in consultation with District legal counsel, negotiated the Purchase and Sale Agreement (the "Agreement") with the owners of the Property, Provident Land Associates I, L.P. (the "Owners"), which details the terms and conditions of the sale of the Property to the District, attached hereto as Exhibit "B;"

WHEREAS, the Agreement was approved in closed session and reported out in open session pursuant to the Brown Act;

WHEREAS, after negotiating the Agreement, District staff, in consultation with District legal counsel, continued negotiating the terms of the District's potential purchase of the Property from the Owners; and

WHEREAS, pursuant to Government Code section 27281, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes cannot be accepted for recordation without the consent of the political corporation or governmental agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant;

NOW, THEREFORE, BE IT RESOLVED DETERMINED, AND ORDERED AS FOLLOWS:

Section 1. Recitals. All the recitals herein contained are true and correct.

Section 2. Agreement. The Board hereby ratifies the Agreement in the form attached hereto as Exhibit "B."

Section 3. Consent. The Board hereby directs the Chancellor, or a designee, at the close of escrow for the Property, to accept and consent to the conveying of the Property to the District pursuant to Section 27281 of the Government Code and to execute any document necessary to formally accept the Property, which are hereby ratified.

Section 4. Intent. The Chancellor, or a designee, is hereby authorized and directed, for and in the name of and on behalf of the District, to take any further action necessary to effectuate this Resolution.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

RESOLUTION #2023-07-13-FP-01 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS "RIVERWALK"

[v.6.22.2023.p.2|4]

PASSED AND ADOPTED as of July 13, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

I, Dr. Stephanie Houston, Chair of the San Bernardino Community College District Board of Trustees does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

_____
Dr. Stephanie Houston, President of the Board of Trustees
San Bernardino Community College District

I, Joseph R. Williams, Clerk of the San Bernardino Community College District Board of Trustees, hereby certify that the foregoing Resolution was introduced and adopted by the Board of Trustees at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

_____
Joseph R. Williams
Clerk of the Board of Trustees
San Bernardino Community College District

RESOLUTION #2023-07-13-FP-01 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS "RIVERWALK"

[v.6.22.2023.p.3|4]

EXHIBIT A

APN	Property No.
0164-331-10-0000	1
0164-331-11-0000	1
0164-331-12-0000	1
0164-331-13-0000	1
0141-171-03-0000	1
0141-171-04-0000	1
0141-171-05-0000	1
0141-171-06-0000	1
0141-171-07-0000	1
0141-171-08-0000	1
0141-171-09-0000	1
0141-171-10-0000	1
0141-171-11-0000	1
0141-171-12-0000	1
0141-171-13-0000	1
0141-171-14-0000	1
0141-171-15-0000	1
0141-171-16-0000	1
0141-171-17-0000	1
0141-171-18-0000	1
0141-171-19-0000	1
0141-171-20-0000	1
0141-171-21-0000	1
0141-171-22-0000	1
0141-171-23-0000	1
0141-171-24-0000	1
0141-171-25-0000	1
0141-171-29-0000	1
0141-171-30-0000	1
0141-171-26-0000	2
0141-171-27-0000	3

RESOLUTION #2023-07-13-FP-01 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS "RIVERWALK"

[v.6.22.2023.p.4|4]

EXHIBIT B

As attached.

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

AGREEMENT FOR ASSIGNMENT OF CONTRACT RIGHTS AND ESCROW INSTRUCTIONS

BETWEEN

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

ASSIGNOR

AND

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

ASSIGNEE

"Riverwalk"
Approximately 15 acres at W. Inland Center Drive in the City of San Bernardino, County of San Bernardino, State of California

April 3, 2023

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

SUMMARY STATEMENT

This Summary Statement is attached to that certain Agreement for Assignment of Contract Rights and Escrow Instructions ("**Agreement**") by and between Assignor and Assignee referenced below and is for reference purposes only except for the addresses for notices set forth in items 9 through 11, which addresses are incorporated into the Agreement as if fully set forth therein. If there is any conflict between this Summary Statement and the Agreement, the terms of the Agreement shall control.

1.	Effective Date of Agreement:	April 3, 2023
2.	Assignor:	Provident Land Associates I, L.P., a California limited partnership
3.	Assignee:	San Bernardino Community College District
4.	Property Description:	Approximately 15 acres at W. Inland Center Drive in the City of San Bernardino, County of San Bernardino, State of California
5.	Decision Date:	The date which is ninety (90) days after the Effective Date
6.	Deposit:	$250,000.00 upon Effective Date
7.	Purchase Price	$9,500,000.00
8.	Closing Date:	The date which is thirty (30) days after the Decision Date
9.	Assignor's Address for Notices:	Provident Land Associates I, L.P. 3090 Pullman Costa Mesa, California 92626 Attention: Matt Tingler and Joe Oftelie Telephone: (714) 434-4343 Email: mtingler@warmingtongroup.com; joftelie@warmingtongroup.com
	With a copy to:	Ross, Wolcott, Teinert & Prout LLP 3151 Airway Avenue, Building S-1 Costa Mesa, California 92626 Attention: Cynthia M. Wolcott Telephone: (714) 444-3908 Email: cwolcott@rossllp.com

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

10.	Assignee's Address for Notices:	San Bernardino Community College District 550E Hospitality Lane, Suite 200 San Bernardino, California 92408 Attention: Farrah Farzaneh Telephone: (909) 388-6910 Email: ffarzaneh@sbccd.edu
	With copies to:	Atkinson, Andelson, Loya, Ruud & Romo 12800 Center Court Drive, Suite 300 Cerritos, California 90703 Attention: Constance Schwindt Telephone: (562) 653-3200 Email: cschwindt@aalrr.com
11.	Escrow Holder's and Title Company's Address for Notices:	First American Title Company 18500 Von Karman, Suite 600 Irvine, California 92612 Escrow Officer: Jeanne Gould Escrow No. _____ Telephone: (949) 885-2404 Email: jagould@firstam.com Title: First American Title Company 1250 Corona Pointe Court, Suite 201 Corona, California 92879 Title Officer: Ryan Achterberg Order No. NHSC _____ Telephone: (951) 256-5883 Email: rachterberg@firstam.com

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

AGREEMENT FOR ASSIGNMENT OF CONTRACT RIGHTS AND ESCROW INSTRUCTIONS

THIS AGREEMENT FOR ASSIGNMENT OF CONTRACT RIGHTS AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of April 3, 2023 ("**Effective Date**") by and between PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Assignor**"), and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT ("**Assignee**"), with reference to the following facts:

RECITALS

A. Assignor is the "*Buyer*" under that certain Purchase Agreement and Escrow Instructions, dated March 8, 2021, between BJ Ghuman and Tejpal Singh (collectively, "**Riverwalk 1 Owner**"), as "*Seller*", and Provident Land Associates I, L.P., as "*Buyer*", as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated May 1, 2021, that certain Second Amendment to Purchase Agreement and Escrow Instructions, dated August 23, 2021, and that certain Third Amendment to Purchase Agreement, dated August 30, 2022 (as amended, the "**Riverwalk 1 Contract**") for the purchase and sale of that certain real property in the City of San Bernardino, County of San Bernardino, California, as more particularly described on Exhibit "A-1" attached hereto (the "**Riverwalk 1 Property**"), together with all easements, rights, privileges, tenements, rights of way and intangible personal property related thereto as more particularly described and defined as the "*Property*" in the Riverwalk 1 Contract. A copy of the Riverwalk 1 Contract is attached hereto as Exhibit "B-1".

B. Assignor is also the "*Buyer*" under that certain Purchase Agreement and Escrow Instructions, dated May 19, 2021, between EGA Investments II, LLC, a Delaware limited liability company and Hainted Rock II, LLC, a Delaware limited liability company, collectively, as "*Seller*") ("**Riverwalk 2 Owner**"), and Provident Land Associates I, L.P., as "*Buyer*", as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated August 17, 2021, and that certain Second Amendment to Purchase Agreement and Escrow Instructions, dated September 27, 2022 (as amended, the "**Riverwalk 2 Contract**") for the purchase and sale of that certain real property in the City of San Bernardino, County of San Bernardino, California, as more particularly described on Exhibit "A-2" attached hereto (the "**Riverwalk 2 Property**"), together with all easements, rights, privileges, tenements, rights of way and intangible personal property related thereto as more particularly described and defined as the "*Property*" in the Riverwalk 2 Contract. A copy of the Riverwalk 2 Contract is attached hereto as Exhibit "B-2".

C. Assignor is also the "*Buyer*" under that certain Purchase Agreement and Escrow Instructions, dated July 15, 2021, between Stephen R. Herring as "*Seller*" ("**Riverwalk 3 Owner**"), and Provident Land Associates I, L.P., as "*Buyer*", as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated August 30, 2021, and that certain Second Amendment to Purchase Agreement and Escrow Instructions, dated January 20, 2023 (as amended, the "**Riverwalk 3 Contract**") for the purchase and sale of that certain real property in the City of San Bernardino, County of San Bernardino, California, as more particularly described on Exhibit "A-3" attached hereto (the "**Riverwalk 3 Property**"), together with all easements, rights, privileges, tenements, rights of way and intangible personal property related

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

thereto as more particularly described and defined as the "*Property*" in the Riverwalk 3 Contract. A copy of the Riverwalk 3 Contract is attached hereto as Exhibit "B-3".

D. For purposes of this Agreement, the Riverwalk 1 Owner, the Riverwalk 2 Owner and the Riverwalk 3 Owner are collectively referred to as the "**Owners**" and sometimes individually as an "**Owner**", the Riverwalk 1 Contract, the Riverwalk 2 Contract and the Riverwalk 3 Contract are collectively referred to as the "**Contracts**" and sometimes individually as the "**Contract**", and the Riverwalk 1 Property, the Riverwalk 2 Property and the Riverwalk 3 Property are collectively referred to as the "**Property**" and sometimes individually as a "**Property**."

E. Assignor desires to assign, sell and convey to Assignee, and Assignee desires to obtain from Assignor, all of Assignor's right, title and interest under the Contracts upon the terms and subject to the conditions set forth herein.

C. Italicized defined terms in this Agreement shall refer to the defined term in the Contracts unless stated otherwise.

NOW, THEREFORE, with reference to the foregoing Recitals, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree, as follows:

1. Assignment of Contracts Rights. Upon all of the terms and conditions contained in this Agreement, Assignor agrees to assign to Assignee, and Assignee agrees to accept from Assignor all of Assignor's right, title and interest under the Contracts, including Assignor's rights to purchase from the Owners the Property (the "**Contracts Rights**"). The Contracts Rights include, without limitation, all of Assignor's right, title and interest in and to the "*Deposits*" paid by Assignor under the Contracts either prior to or after the Effective Date. The above Recitals are hereby incorporated by reference into this Agreement.

2. Purchase Price.

2.1 Purchase Price. The gross purchase price ("**Gross Purchase Price**") for the Contracts Rights is Nine Million Five Hundred Thousand Dollars ($9,500,000.00) The net Purchase Price. (the "**Net Purchase Price**") payable to Assignor for the Contracts Rights shall be the Gross Purchase Price LESS all amounts due to Owners at the Property Closings (as defined in Section 4 below) (which for the avoidance of doubt is the purchase price payable to Owners under the Contracts less the deposits paid by Assignor thereunder that are applicable to the *Purchase Price* under the Contracts). As of the Effective Date, Assignor has delivered (i) to the escrow holder for the Riverwalk 1 Contract, *Deposits* in the amount of Seventy-Five Thousand Dollars ($75,000.00) that are applicable to the *Purchase Price* and have been released to the Riverwalk 1 Owner; (ii) to the escrow holder for the Riverwalk 2 Contract, *Deposits* in the amount of Seventy-Five Thousand Dollars ($75,000.00) that are applicable to the *Purchase Price* thereunder and have been released to the Riverwalk 2 Owner. (iii) to the escrow holder for the Riverwalk 3 Contract, *Deposits* in the amount of Fifty Thousand Dollars ($50,000.00) that are applicable to the *Purchase Price* thereunder and have been released to the Riverwalk 3 Owner. The Net Purchase Price (*less*

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Assignor's share of prorations and other transaction costs under this Agreement) shall be paid to Assignor at the Closing as set forth in this Agreement.

2.2 The Gross Purchase Price shall be payable as follows:

(a) Deposit. Assignee shall deposit into Escrow the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) in cash or other immediately available funds (the "**Deposit**") upon the Effective Date. One Hundred Dollars ($100.00) of the Deposit (the "**Independent Consideration**") has been bargained for and agreed to as consideration for the execution of this Agreement by Assignor and for Assignee's rights to conduct investigations during the Feasibility Period. The Independent Consideration shall be released to Assignor within one (1) business day after the Deposit is delivered to Escrow by Assignee and shall thereafter be nonrefundable to Assignee, except in the event this Agreement is terminated due to Assignor's default. The balance of the Deposit shall remain fully refundable to Assignee upon Assignee's unilateral instructions to Escrow and without the requirement of Assignor's consent until Assignee's delivery to Assignor and Escrow Holder of the Approval Notice (as defined in Section 5 below) at which time the Deposit shall be deemed earned by Assignor and nonrefundable to Assignee, except if this Agreement is terminated due to Assignor's default or a failure of a condition to Closing or as otherwise expressly provided herein. The Deposit shall remain in Escrow until the Closing or earlier termination of this Agreement and shall be applied to the payment of the Net Purchase Price at the Closing.

(b) Investment of Deposit. Escrow Holder shall place the Deposit and any other funds deposited by Assignee into Escrow in a federally insured interest bearing account having no penalty for early withdrawal at a financial institution acceptable to Assignee. Interest earned in such account shall be credited to the account of Assignee and if paid to Assignor shall be applied to the payment of the Net Purchase Price at the Closing.

(c) Closing Payment. On or before the Closing Date (as defined in Section 4 below), Assignee shall deposit into Escrow by wire transfer or other immediately available funds the balance of the Gross Purchase Price (the "**Closing Payment**").

3. Opening of Escrow. Within three (3) business days after the execution of this Agreement by the parties, Assignee and Assignor shall open an escrow ("**Escrow**") with Escrow Holder for the consummation of the transaction contemplated herein. As used in this Agreement, the term "**Opening of Escrow**" shall mean the date upon which this Agreement signed by both Assignee and Assignor are delivered to Escrow Holder. Upon receipt of such items, Escrow Holder is hereby instructed to sign the last page of each copy of this Agreement, and to deliver one (1) complete copy of this Agreement to Assignor and one (1) complete copy of this Agreement to Assignee. This Agreement shall also constitute joint escrow instructions to Escrow Holder. Assignor and Assignee shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. In the event of any conflict between the provisions of this Agreement and any additional or supplemental instructions, the terms of this Agreement shall prevail.

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4. Close of Escrow. The closing ("**Assignment Closing**") of the assignment of the Contracts Rights shall occur immediately prior to and on the same day as Assignee's acquisition of the Property and the close of escrow under the Contracts ("**Property Closing**"). The Assignment Closing and the Property Closing (collectively, "**Closing**") shall occur on the date ("**Closing Date**") that is thirty (30) days after the Decision Date. As used in this Agreement, the terms "**Closing**" or "**Close of Escrow**" shall refer to the date on which all of the following occur concurrently: (i) Assignor delivers to Assignee the Assignment and Assumption of Contracts in the form attached hereto as Exhibit "C", and (ii) the "*Grant Deed"* (as defined in the Riverwalk 1 Contract, the Riverwalk 2 Contract, and the Riverwalk 3 Contract, as the case may be) for each Property is recorded in the Official Records of San Bernardino County ("**County Official Records**"), California conveying the Property to Assignee.

5. Assignee's Investigation. Assignee shall have the right to conduct the following investigations of the Property commencing on the Effective Date and continuing until the earlier of the Close of Escrow or the termination of this Agreement, including the right upon at least 24 hours prior reasonable notice to Assignor to physically access and inspect the Property prior to the Closing Date. The period commencing upon the Opening of Escrow and expiring at 5:00 p.m. on the date which is ninety (90) days after the Effective Date (the "**Decision Date**") is referred to herein as the "**Feasibility Period**". Assignee shall have until the Decision Date to conduct all due diligence relating to the Property. On or before the Decision Date, Assignee may (in Assignee's sole and absolute discretion) indicate its unconditional approval of the Property by delivering written notice to Assignor and Escrow Holder approving without condition Assignee's investigations of the Property ("**Approval Notice**"). Delivery of the Approval Notice shall confirm that Assignee has approved the purchase of the Property subject only to the terms and conditions of this Agreement. Delivery of the Approval Notice shall also confirm that Assignee has reviewed and approved the condition of title to the Property, and the Title Company has issued a Title Commitment to Assignee in the form approved by Assignee. If Assignee does not deliver the Approval Notice by the Decision Date, Assignee shall be deemed to have elected to terminate this Agreement in which event the provisions of Section 5.4 shall apply.

5.1 Property Information. Prior to or concurrent with Assignee's execution of this Agreement, Assignor shall deliver to Assignee copies of the following documents and records regarding the Property (collectively, the **"Property Information"**) which are in Assignor's possession or control, or the possession or control of Assignor's consultants, or which were delivered to Assignor by Owners (or any of them):

(a) any existing survey of the Property,

(b) all existing licenses, permits and applications relating to the Property or the development thereof and all agreements entered into by Assignor with governmental agencies or third parties relating to the Property,

(c) all existing third-party reports, studies, analytical results or similar documents or information related to the physical, soil, geotechnical, environmental and other conditions of or affecting the Property which were prepared by consultants hired by Assignor, including, without limitation: Phase 1 Environmental Site Assessment, dated July 30, 2021, prepared by Stantec, Phase 2 Environmental Site Assessment, dated November 29, 2021, prepared

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by Stantec, Fault Hazard Evaluation, dated November 11, 2021 prepared by Leighton and Archeological Phase 1 Survey, dated July 13, 2022, prepared by CRM Tech.

(d) the most recent property tax bills,

(e) all title reports, surveys, title documents and title notices given or received by Assignor pursuant to the Contracts and

(f) copies of all documents regarding the Property provided by the Owners under the Contracts.

5.2 Feasibility Studies. Assignee shall have the right to approve in writing on or before the Decision Date the condition, use, sale, development or suitability of the Property for Assignee's intended purposes, including, but not limited to, financial and market feasibility and the physical condition of the Property. Assignee acknowledges the confidential nature of this transaction and agrees that Assignor shall have the opportunity to be present when Assignee conducts any tests or other inspections upon the Property. Assignor agrees to use its best efforts to facilitate Property access for Assignee upon 24 hours' advance notice for non-invasive inspections and 48 hours' advance notice for invasive inspections and if Assignor is not available during such period, Assignee may conduct any inspections without Assignor. Assignee shall bear the cost of any inspections, tests and studies ordered by Assignee. Assignee's delivery of the Approval Notice, if at all, shall be in Assignee's sole and absolute discretion for any reason or no reason and shall be subject to the pure judgment and personal satisfaction of Assignee and shall not be controlled by any standard of reasonableness. Assignee's failure to approve or disapprove such investigations by delivery of the Approval Notice to Assignor and Escrow Holder on or before the Decision Date shall be deemed Assignee's disapproval in which case this Agreement shall terminate pursuant to Section 5.4 below. In conducting any inspections, tests or studies, Assignee and its authorized agents and representatives shall (a) coordinate with Assignor any such inspections, tests or studies requiring entry upon the Property, (b) not interfere with the operation, use and maintenance of the Property, (c) not permit any liens to attach to the Property by reason of Assignee's exercise of the rights under this Section, (d) restore any material damage to the Property caused by Assignee's tests or studies, (e) not reveal or disclose any non-public information obtained as a result of such tests, inspections and studies concerning the Property except to its employees, accountants, attorneys, insurance agents, development consultants, and contractors, or as may otherwise be permitted in this Agreement or as may be required by law, and (f) not conduct any invasive testing without the prior consent of Assignor which may be withheld in Assignor's sole and absolute discretion. Prior to any such entry by Assignee on the Property, Assignee shall obtain and maintain the following insurance coverages with respect to any loss, damage or injury which may occur as a result of Assignee's entry upon the Property: (i) workers' compensation insurance as required by law; and (ii) commercial general liability insurance written on an occurrence basis, with aggregate limits and per occurrence limits of at least Two Million Dollars ($2,000,000.00) and that names Assignor and the applicable Owner as additional insureds. In addition, Assignee hereby agrees to indemnify, protect, defend and hold Assignor and each Owner free and harmless from and against any and all damages, claims, losses, liabilities, causes of action, proceedings, costs and expenses of any kind whatsoever (including, without limitation, attorneys' fees and fees of expert witnesses) to the extent caused by Assignee, its agents, employees, consultants and/or contractors upon or about the Property in connection with such

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activities; provided, however, the foregoing indemnity shall not extend to liability arising from (x) the gross negligence or intentional acts of Assignor, Owners (or any of them), their employees, contractors, consultants or agents, (y) any diminution in value of the Property arising from or relating to any matters discovered by Assignees, its employees, consultants, or agents or (z) Assignee's or its employees, contractors, consultants, or agents discovery of preexisting physical conditions on the Property.

5.3 Contact with City, Owners and Consultants. Notwithstanding that Assignee's due diligence investigations may begin upon the execution of this Agreement, under no circumstances shall Assignee contact any Owner or anyone at the City with respect to the Property, including without limitation, elected officials or City staff, except (i) at a meeting which is consented to and attended by Assignor or (ii) if Assignor consents in writing in advance to such contact. Notwithstanding the foregoing, Assignor acknowledges that Assignee will require a meeting with City staff prior to delivering an Approval Notice, and agrees to use diligent, good faith efforts to arrange the meeting. From and after the Effective Date, Assignee shall have the right to meet and communicate with those consultants, engineers, contractors, and subcontractors that are providing or have provided services to Assignor in connection with the Property, and Assignor shall instruct such parties to communicate freely with Assignee; provided, however, that Assignee shall be responsible for any fees charged by such parties to communicate or consult with Assignee.

5.4 Termination Prior to Decision Date. If, on or prior to the Decision Date, Assignee has not (in Assignee's sole and absolute discretion) delivered the Approval Notice to Assignor, then this Agreement shall terminate, in which event (i) Assignor and Assignee shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder in order to cancel this Escrow; (ii) Assignor and Assignee shall each pay one-half (1/2) of Escrow Holder's cancellation fees and expenses; (iii) Escrow Holder shall refund to Assignee the Deposit; (iv) Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; (v) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder except for Assignor's Surviving Obligations and Assignee's Surviving Obligations; and (v) Assignee shall return to Assignor any and all originals and copies of the Property Information.

6. Assignee's and Assignor's Surviving Obligations. Assignee's obligations and indemnities under Section 5.2 (Feasibility Studies), Section 5.4 regarding the return of Property Information, Section 13 (Broker's Commissions), and Section 16.17 (Copies of Work Product) are collectively referred to as "**Assignee's Surviving Obligations**" and shall survive any early termination of this Agreement. Assignor's obligations and indemnities under Section 13 (Broker's Commissions) are collectively referred to as "**Assignor's Surviving Obligations**" and shall survive any early termination of this Agreement.

7. Conditions to Close of Escrow.

7.1 Assignor's Conditions to Closing. Assignor's obligation to perform its undertakings provided in this Agreement is conditioned upon the satisfaction or written waiver by Assignor of the following ("**Assignor's Closing Conditions**"):

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(a) Performance by Assignee. The due performance by Assignee of each and every material undertaking, and agreement required to be performed by it under this Agreement (including without limitation delivery of the "**Assignee Deliveries**" as defined in Section 10.2) and the truth of each representation and warranty made by Assignee in this Agreement as of the Effective Date and as of the Closing Date as if remade on and as of the Closing Date.

7.2 Assignee's Conditions to Closing. Assignee's obligation to perform its undertakings provided in this Agreement (including its obligation to purchase the Contracts Rights) are conditioned upon the satisfaction or written waiver of Assignee of each of the following ("**Assignee's Closing Conditions**"):

(a) Assignee's Approval Notice. Assignee shall have delivered the Approval Notice to Assignor and Escrow Holder, and the Second Deposit to Escrow Holder, in accordance with Sections 2.2 and 5 above, if at all, in Assignee's sole and absolute discretion.

(b) Performance by Assignor. The due performance by Assignor of each and every undertaking and agreement to be performed by it under this Agreement (including without limitation delivery of the "**Assignor Deliveries**" as defined in Section 10.1) and the truth of each representation and warranty made by Assignor in this Agreement as of the Effective Date and as of the Closing Date as if remade on and as of the Closing Date.

(c) Performance by Owners. The satisfaction of all conditions to closing under each of the Contracts, the due performance by each Owner of each and every undertaking and agreement to be performed by it under the applicable Contract, the truth of each representation and warranty made by Assignor and each Owner in the applicable Contract at the time as of which the same is made and as of the Closing Date as if remade on and as of the Closing Date, and the "Close of Escrow" under each Contract has been authorized to proceed by all parties.

(d) Title Policy. First American Title Company ("**Title Company**") shall be unconditionally committed (including satisfaction and removal of all requirements and conditions set forth in the Title Commitment) on or prior to the Closing Date to issue a CLTA Standard Coverage Owner's Policy of Title Insurance showing fee title to the Property vested in Assignee with liability equal to the Gross Purchase Price subject only to the "Permitted Exceptions" (as defined below) and otherwise in the form and including the endorsements contemplated by the Title Commitment (the "**Title Policy**"). "**Permitted Exceptions**" shall mean the title exceptions appearing in Schedule B, Section Two of the Title Commitment except for the objectionable title exceptions contained in Assignee's title objection letter which the Title Company has agreed to remove from title. Assignee acknowledges and agrees that neither Assignor nor the Owners shall have any obligation to remove any disapproved title exceptions or to facilitate the issuance of any form of title policy or endorsements except as expressly set forth in this Agreement or the Contracts.

(e) Concurrent Closing under the Contracts. The Assignment Closing and the Property Closing shall occur concurrently such that Assignee acquires fee title to the Property concurrently upon acquiring the Contracts Rights, and the Owners deliver possession of

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the Property to Assignee at the Property Closing free and clear of all rights of third parties to possession or use of the Property except for the Permitted Exceptions.

7.3 Effect of Failure of a Condition.

(a) Failure of Assignee's Closing Condition(s). If any of the Assignee's Closing Conditions are not satisfied or waived by Assignee on or before the Closing Date, then Assignee shall notify Assignor in writing of those Assignee's Closing Conditions which have not been satisfied or otherwise waived by Assignee (the "**Assignee's Closing Conditions Failure Notice**"). If the Assignee's Closing Conditions Failure Notice applies to the conditions set forth in either Section 7.2(b) or Section 7.2(c), Assignor shall have five (5) business days after Assignee has delivered to Assignor the Assignee's Closing Conditions Failure Notice to notify Assignee in writing of Assignor's election either to: (a) take such actions as may be necessary to cure such failure of the Assignee's Closing Condition(s) prior to the Closing Date, or (b) advise Assignee that Assignor will not cure such matters (the "**Assignor's Conditions Notice**"). Such election shall be at Assignor's sole option and discretion; it being understood Assignor has no obligation to cure any Assignee's Closing Conditions which have not been satisfied or waived unless caused by the material default by Assignor under this Agreement. If Assignor elects not to cure the failure of the Assignee's Closing Condition(s) then within five (5) business days after Assignee's receipt of the Assignor's Conditions Notice or the expiration of the period during which Assignor may deliver Assignor's Conditions Notice, Assignee, at Assignee's sole option, may elect to either waive such Assignee's Closing Condition or terminate this Agreement by delivering written notice thereof to Assignor within said five (5) business day period, in which event the Deposit shall be returned to Assignee, and the parties shall have no further obligations under this Agreement except for Assignee's Surviving Obligations and Assignor's Surviving Obligations; provided, however, that if the Assignee's Closing Condition in question is not satisfied or fails due to a material default by Assignor under this Agreement or is due to a material default by either Owner under the applicable Contract, then Assignee also may pursue the remedies available to Assignee pursuant to Section 11.2 below if Assignee does not elect to waive such Assignee's Closing Condition and proceed with the purchase of the Property. If Assignor elects to cure such failure of the Assignee's Closing Condition(s) as set forth in the Assignee's Closing Conditions Failure Notice, Assignor shall promptly take any and all actions as may be reasonably necessary to cure same and the Outside Closing Date shall be extended for up to three (3) periods of thirty (30) days each. In addition, if Assignor fails to cure such failure of the Assignee's Closing Condition(s) by the Outside Closing Date, then Assignee shall be entitled to terminate this Agreement and the Deposit shall be returned to Assignee in accordance with this Section 7.3. Failure by Assignee to notify Assignor within the specified time periods set forth herein, shall be deemed disapproval by Assignee of each such matter, in which event all such conditions and contingencies shall be conclusively deemed to be disapproved.

(b) Failure of Assignor's Closing Condition(s). If any of the Assignor's Closing Conditions are not satisfied or otherwise expressly waived in writing by Assignor on or prior to the Closing Date, and is not satisfied within five (5) business days after Assignor delivers notice of such failure to Assignee, then Assignor may elect, in Assignor's sole and absolute discretion, to terminate this Agreement, in which event the Deposit (less Escrow Holder's cancellation fees and expenses) shall be returned to Assignee, and the parties shall have no further obligations under this Agreement except for Assignee's Surviving Obligations and

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Assignor's Surviving Obligations; provided, however, that if the Assignor's Closing Condition in question is not satisfied or fails due to a material default by Assignee under this Agreement then Assignor also may pursue the remedies available to Assignor pursuant to Section 11.3 below.

(c) Procedure in the Event of Termination. If either party elects to terminate this Agreement and the Escrow pursuant to this Section 7.3, such party shall deliver written notice to Escrow Holder and the other party in which case: (i) Assignee and Assignor shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder in order to cancel this Escrow and release any interest of Assignee in and to the Property; (ii) Assignee and Assignor shall each pay one-half (1/2) of Escrow Holder's cancellation fees and expenses; (iii) Escrow Holder or Assignor, as applicable, shall refund the Deposit and any other funds deposited by Assignee into Escrow, together with all interest earned thereon in Escrow, to Assignee, less Assignee's one-half (1/2) share of Escrow Holder's cancellation fees and expenses, (iv) Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; (v) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder. Notwithstanding the foregoing, if Escrow closes, Assignor and Assignee shall be deemed to have waived all conditions for such party's benefit and any right to assert at a later date the failure of any such conditions. Any such waiver shall have no effect on the parties' obligations that expressly survive the Close of Escrow.

8. Representations and Covenants of Assignor. As of the Effective Date, Assignor hereby represents and warrants to, and covenants with, Assignee as follows, which representations and warranties shall survive the Closing for a period of six (6) months (the "**Survival Period**").

8.1 Organization and Power. Assignor is a limited partnership, duly formed, validly existing and in good standing under the laws of the State of California, with the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

8.2 Requisite Action. All requisite action (corporate, partnership, trust, marital or otherwise) has been taken by Assignor in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transactions contemplated hereby. This Agreement and all documents in connection herewith that are to be executed and delivered by Assignor have been duly executed and delivered by Assignor.

8.3 Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Assignor has the legal power, right and actual authority to bind Assignor to the terms and conditions hereof and thereof.

8.4 Insolvency. Assignor is not a party to any bankruptcy, insolvency or receivership proceeding of any kind, whether voluntary or involuntary, nor is any such proceeding contemplated.

8.5 Contracts. The copies of the Contracts attached hereto as Exhibit "B-1", Exhibit "B-2" and Exhibit "B-3" are true and complete copies of such documents, and there are

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no other agreements of any kind between Assignor and Owners regarding the Property which would affect the rights and obligations of Assignee thereunder. Assignor is not in default or breach under the Contracts, and Assignor has not received any notice from the Owners that Assignor is in default under the Contracts or has otherwise failed to timely perform any obligation of Assignor under the Contracts. To the actual knowledge of Assignor, Owners are not in default or breach under the Contracts, and no condition or circumstance exists, which, with the giving of notice or the passing of time, would constitute a default by Owners under the Contracts. At all times during the pendency of Escrow, Assignor shall timely and fully perform all its obligations under the Contracts so as to avoid breaching or defaulting under the Contracts. Assignor shall promptly notify Assignee of any default by the Owners, or any allegation by Owners that Assignor is in breach or default, under the Contracts. To Assignor's current actual knowledge, each of the representations and warranties of Owners under the Contracts remain true and correct.

8.6 Conformance with Law. There are no uncured violations of any federal, state or local zoning, building, fire, environmental, health and safety laws and regulations affecting the Property of which Assignor has received written notice from Owners or any governmental authorities having the responsibility for monitoring compliance with such laws and regulations, and, to Assignor's current actual knowledge, Assignor knows of no past or present violations of any such laws and regulations.

8.7 Hazardous Materials. To Assignor's current actual knowledge which is based entirely upon the Property Documents delivered to Assignee as part of the Property Documents: (1) the Property is not currently in violation of any federal, state, or local law, ordinance, or regulation relating to environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**") and (2) Assignor has not used, generated, manufactured, stored, or disposed in, at, on, or under the Property any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws (collectively, "**Hazardous Materials**").

8.8 Contracts and Leases. With the exception of the Permitted Exceptions and the Entitlements, there are no contracts, leases, licenses, instruments, agreements or other rights affecting the Property that will survive or otherwise be enforceable against Assignee or the Property following the Closing Date. Prior to the Closing and except as expressly permitted in this Agreement, Assignor and its officers, partners, employees, affiliates or other representatives (collectively, "**Assignor Parties**") will not enter into, create, cause to be created or permit the creation of any lien, encumbrance, agreement (written or oral) or other matter which would constitute an encumbrance on the Property that would have a material adverse impact on the Property or that will be or purport to be binding on Assignee or the Property subsequent to the Closing, without the Assignee's prior written consent which consent may be granted or withheld in Assignee's reasonable discretion.

8.9 Mechanic's Liens. Assignor shall pay in full prior to the Property Closing all contractors, subcontractors, and consultants performing any work on behalf of Assignor with respect to the Property. Assignor shall provide Title Company with a reasonable affidavit and other documents as may be required by, and in favor of, the Title Company, for issuance of the Title Policy.

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8.10 OFAC. Neither Assignor nor, to Assignor's knowledge, any direct or indirect owners of Assignor is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade, embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

8.11 Limitation. Assignee acknowledges and agrees that Assignor shall have no liability for a breach of any representation set forth in this Section 8 if the breach in question was actually known to Assignee prior to the Closing or disclosed in third party reports commissioned by Assignee, and Assignee elects to proceed with the Closing, provided that Assignor shall be liable notwithstanding Assignee's knowledge of any such breach if the breach in question arose from the deliberate or intentional acts of Assignor. In no event shall Assignor have any liability for a breach of any representation unless written notice containing a description of the specific nature of the breach shall have been given to Assignor prior to the expiration of the Survival Period in which event the maximum liability of Assignor under this Agreement shall be Fifty Thousand Dollars ($50,000.00) (the "**Cap**"). For the purpose of clarity, the Cap does not apply to Assignor's obligation under the Contracts to make the *Deposits* required thereunder.

8.12 Assignor's Knowledge. For purposes of this Section 8, "Assignor's knowledge" or words of similar import shall mean the current actual knowledge of Joe Oftelie but such individual shall not have any personal liability, without taking into account any constructive or imputed knowledge and without any duty of investigation or inquiry of any other parties. Joe Oftelie is the person associated with Assignor who is most knowledgeable about the subject matter of the representations and warranties of Assignor in this Agreement which are made to Assignor's knowledge.

8.13 Deemed Re-Made At Closing. By closing the purchase and sale of the Property, Assignor shall be deemed to have re-made, as of the Closing Date, the representations and warranties made by it in Section 8 above.

9. Representations and Covenants of Assignee. As of the Effective Date, Assignee hereby represents and warrants to, and covenants with, Assignor as follows, which representations and warranties shall survive the Closing for the Survival Period:

9.1 Power. Assignee has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

9.2 Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Assignee in connection with the entering into of this Agreement, and

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all requisite action will be taken by Assignee in connection with the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

9.3 Authority. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Assignee have the legal power, right and actual authority to bind Assignee to the terms and conditions hereof and thereof.

9.4 Disclaimer of Representations and Warranties by Assignor. EXCEPT FOR THE REPRESENTATIONS OF ASSIGNOR SET FORTH IN THIS AGREEMENT OR ANY AGREEMENTS EXECUTED AND DELIVERED BY ASSIGNOR UPON THE CLOSING IN CONNECTION WITH THIS AGREEMENT, NEITHER ASSIGNOR NOR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE AND IS NOT NOW MAKING, AND ASSIGNEE HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO (I) MATTERS OF TITLE, (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, WATER PERCOLATION, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (IV) WHETHER, AND TO THE EXTENT TO WHICH, THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (V) DRAINAGE, (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (IX) USAGES OF ADJOINING PROPERTY, (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (XI) THE VALUE, COMPLIANCE WITH THE PLANS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTIONS, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (XII) ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, (XIII) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY, (XIV) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, DISABILITY LAWS, CODES OR OTHER SIMILAR LAWS, (XV) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY, (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE

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PROPERTY, (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY, OR (XIX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (COLLECTIVELY, THE "**PROPERTY CONDITIONS**").

9.5 No Reliance. ASSIGNEE SHALL RELY SOLELY UPON (I) ITS OWN EXPERTISE AND THAT OF ASSIGNEE'S CONSULTANTS IN PURCHASING THE CONTRACTS RIGHTS TO ACQUIRE THE PROPERTY, AND (II) ASSIGNEE'S OWN KNOWLEDGE OF THE PROPERTY BASED ON ITS INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY. ASSIGNEE HAS CONDUCTED, OR BY THE CLOSING WILL HAVE CONDUCTED, SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS ASSIGNEE DEEMED OR SHALL DEEM NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY AND SHALL RELY UPON SAME. ASSIGNEE SHALL BEAR THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY HAVE NOT BEEN REVEALED BY ASSIGNEE'S INSPECTIONS AND INVESTIGATIONS.

9.6 Assignor Released From Liability. Effective upon the Closing, but excluding all of Assignor representations, warranties, covenants, agreements, obligations, etc. set forth in this Agreement which by their terms expressly survive the Closing or any agreements executed by Assignor in connection with this Agreement which expressly survive the Closing, Assignee and anyone claiming by, through or under Assignee hereby waives its right to recover from and fully and irrevocably releases Assignor, and its employees, officers, directors, representatives, affiliates, parent, subsidiaries, successors and assigns (the "**Released Parties**") from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the Property Conditions This release includes claims of which Assignee is presently unaware or which Assignee does not presently suspect to exist which, if known by Assignee, would materially affect Assignee's release to Assignor. In this connection and to the extent permitted by law, Assignee hereby agrees, represents and warrants that Assignee realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Assignee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Assignee nevertheless hereby intends to release, discharge and acquit Assignor from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses.

Assignee specifically waives the provision of California Civil Code Section 1542, with respect to the matters released above, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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

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MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Assignee has initialed this Section 9.6 to indicate its awareness and acceptance of every provision hereof.

_____
Assignee's Initials

Notwithstanding the foregoing, neither this Section nor other provision of this Agreement shall operate to relieve the Released Parties from any loss, damage, injury or claim found by a court of competent jurisdiction to have been caused by: (a) the gross negligence, willful misconduct or fraud of a Released Party, (b) Assignor's default under any document executed and delivered in connection with the Close of Escrow, and (c) the material breach by Assignor of any representations, warranties or material obligations contained in this Agreement.

9.7 Assignee's Knowledge. For purposes of this Section 9, "**Assignee's knowledge**" or words of similar import shall mean the current actual knowledge of _____ but such individual shall not have any personal liability, without taking into account any constructive or imputed knowledge and without any duty or investigation or inquiry of any other parties.

9.8 Deemed Re-Made at Closing. By closing the purchase and sale of the Property, Assignee shall be deemed to have re-made, as of the Closing Date, the representations and warranties made by it in Section 9 above.

10. Escrow Closing Obligations.

10.1 Deliveries by Assignor to Escrow Holder. Assignor hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Assignee (collectively, "**Assignor Deliveries**"):

(a) Assignment and Assumption of Contracts. Two original counterparts of the Assignment and Assumption of Contracts, duly executed by Assignor in the form attached hereto as Exhibit "C",

(b) Property Closing Documents. All documents required to be delivered by Owners under the Contracts, all duly executed and, where applicable, notarized, by Owners, in a form sufficient for Title Company to issue the Title Policy,

(c) Proof of Authority. Such proof of Assignor's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Assignor to act for and bind Assignor as may be reasonably required by Title Company, and

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(d) Other Documents. Any other documentation reasonably required to consummate the transaction contemplated by this Agreement including, without limitation, any documents which have been approved by Assignor as may be required by, and in favor of, the Title Company, for issuance of the Title Policy.

10.2 Deliveries by Assignee to Escrow Holder. Assignee hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Assignor (collectively, "**Assignee Deliveries**"):

(a) Closing Payment. The Closing Payment shall be delivered to Escrow Holder by Assignee in cash or other immediately available funds on or before the Closing Date.

(b) Assignment and Assumption of Contracts. Two (2) original counterparts of the Assignment and Assumption of Contracts, duly executed by Assignee, in the form attached hereto as Exhibit "C".

(c) Proof of Authority. Such proof of Assignee's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Assignee to act for and bind Assignee, all as may be reasonably required by Title Company; and

(d) Other Documents. Any other documentation reasonably required to consummate the transaction contemplated by this Agreement.

10.3 Disbursements and Other Actions by Escrow Holder. Upon the satisfaction of the conditions to Close of Escrow in this Agreement and the Contracts, and when all required funds and documents have been deposited into the Escrow, Escrow Holder shall promptly undertake all of the following *in this order*:

(a) First, consummate the closings under the Contracts, including the recordation of the *Grant Deeds* conveying the Property to Assignee in the County Official Records and performing all other closing requirements under the Contracts,

(b) Second, deliver one (1) original of the Assignment and Assumption of Contracts to each Assignor and Assignee,

(c) Third, submit the *Grant Deeds* to the County Recorder's Office with instructions to record the *Grant Deed*s,

(d) Fourth, after confirmation that the *Grant Deeds* have been recorded and that Title Company is irrevocably and unconditionally committed to issue the Title Policy to Assignee, disburse to each Owner the amount due such Owner under the applicable Contract and disburse to Assignor the Net Purchase Price *less* Assignor's share of prorations and other transaction costs under this Agreement.

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11. Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand.

11.1 Charges. If the Close of Escrow fails to occur due to Assignor's default, Assignor shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Assignee's default, Assignee shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, Assignee and Assignor shall each pay one-half (1/2) of any Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

11.2 Default by Assignor. If the Close of Escrow fails to occur due to Assignor being in material default under any of the terms and provisions of this Agreement or the Contracts, Assignee, as its sole and exclusive remedy in any such instance, may either (i) enforce specific performance of Assignor's obligations under this Agreement by filing an action for specific performance within thirty (30) days after the date the Closing should have occurred under this Agreement; (ii) require Assignor to enforce Assignor's remedies under the Contracts (including, at Assignee's option, specific performance) by providing notice to Assignor of Assignee's election of such remedy within ten (10) business days after the date the Closing should have occurred under this Agreement; or (iii) terminate this Agreement by giving written notice thereof to Assignor, in which case Assignor shall reimburse Assignee for its costs incurred in connection with this Agreement and/or the investigation of the Property not to exceed Fifty Thousand Dollars ($50,000.00); Assignor or Escrow Holder, as applicable, shall return to Assignee the Deposit, together with all interest earned thereon in Escrow; Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; and thereafter neither party shall have any further rights or obligations under this Agreement except for Assignor's Surviving Obligations and Assignee's Surviving Obligations. Notwithstanding anything to the contrary set forth herein, in the event the Closing has not occurred under this Agreement due to a default by either Owner under the applicable Contract, and Assignee elects the remedy set forth in clause (ii) above, Assignor shall take all commercially reasonable steps necessary to enforce Assignor's remedies under the applicable Contract, including, without limitation, seeking specific performance of such Contract (the "**Enforcement Obligation**"). In no event shall Assignor be deemed in default of this Agreement for the breach or default of any Owner under the applicable Contract provided that Assignor uses commercially reasonable efforts to perform the Enforcement Obligation. Assignee shall cooperate with Assignor in connection with any legal proceeding or other actions taken by Assignor as part of the Enforcement Obligation (but such cooperation shall not include depositing the Closing Payment unless and until expressly required under this Agreement). Assignor shall be responsible for the legal costs and expenses of such proceedings; provided, however, Assignee shall be responsible for all legal costs and other costs incurred by Assignee, including, without limitation, if Assignee elects to hire separate counsel for the proceedings.

11.3 Assignor's Liquidated Damages if Assignee Defaults. ASSIGNEE AND ASSIGNOR AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY

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TO THE MATERIAL DEFAULT OF ASSIGNEE, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ASSIGNOR'S ACTUAL DAMAGES, AND ASSIGNEE AND ASSIGNOR AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF ASSIGNOR'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY TO ASSIGNEE'S DEFAULT. IN ADDITION, ASSIGNEE DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH ASSIGNEE MIGHT BE LIABLE IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY TO ASSIGNEE'S DEFAULT, AND ASSIGNOR DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF ASSIGNOR WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY TO ASSIGNEE'S DEFAULT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY TO THE MATERIAL DEFAULT OF ASSIGNEE, THEN UPON THE WRITTEN DEMAND OF ASSIGNOR THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT, (A) ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO ASSIGNEE AND (C) ASSIGNOR SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677. ASSIGNOR'S SOLE AND EXCLUSIVE REMEDY IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY TO ASSIGNEE'S DEFAULT SHALL BE LIMITED TO THE DEPOSIT AND ASSIGNOR HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT ASSIGNOR MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389, OR OTHERWISE).

_____ _____

Assignee's Initials Assignor's Initials

11.4 Cure Rights. Assignor shall not be in breach or default of any provision of this Agreement, and Assignee shall have no remedies or recourse as a result of any Assignor non-performance, unless Assignee first provides Assignor with written notice of such breach and Assignor fails to cure such breach within ten (10) business days following receipt of such written notice. Assignee shall not be in breach or default of any provision of this Agreement, and Assignor shall have no remedies or recourse as a result of any Assignee non-performance, unless Assignor first provides Assignee with written notice of such breach and Assignee fails to cure such breach within ten (10) business days following receipt of such written notice. Notwithstanding the foregoing, the foregoing notice and cure provisions shall be shortened to two (2) business days ("**Reduced Cure Period**") in the case of the parties' failure to perform their respective obligations under Sections 10.1 and 10.2 to deliver documents, the Closing Payment and other funds, as applicable, to facilitate the Close of Escrow but in no event later than the Closing Date.

12. Transaction Costs Under Contracts. Assignor shall be responsible for all closing costs under the Contracts, to the extent there are any (excluding title charges for standard coverage which will be paid by each Owner as provided under the applicable Contract). Assignee shall be responsible for all closing costs and prorations payable by *Buyer* under the Contracts.

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13. Broker's Commission. Each party represents to the other party that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement except CBRE, as Assignee's broker, who shall be paid a five percent (5%) commission by Assignor upon the Closing. Each party agrees to and does hereby indemnify and hold the other party harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

14. Waiver and Consent. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

15. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

16. Miscellaneous.

16.1 Successors and Assigns. Assignee may not assign its rights or delegate its obligations hereunder without Assignor's prior written consent, which consent may be withhold in Assignor's sole and absolute discretion. Any assignment by Assignee without Assignor's consent shall be void. If Assignor consents to an assignment, Assignee shall remain primarily liable for the obligations of Assignee under this Agreement. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Assignee and Assignor. As used in this Section, the term "**successors**" shall refer to the successors to all or substantially all of the assets of a party and to a party's successors by merger or consolidation.

16.2 Attorneys' Fees. In the event of any dispute, legal action or other proceeding between the parties regarding this Agreement, the Contracts Rights or the Property (an "**Action**"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "**prevailing party**" as used herein includes, without limitation, a party (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief it has sought, or (c) against whom an Action is dismissed (with or without prejudice).

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16.3 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), (iii) by email or other form of electronic transmission, or (iv) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth in the Summary Statement. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, (3) on the date of transmission with confirmed answer back if by email or other form of electronic transmission, or (4) on the date of delivery after deposit in the United States mail (postage prepaid) if by registered or certified mail.

16.4 Gender and Name. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

16.5 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

16.6 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

16.7 Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

16.8 Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the internal laws of the State of California without regard to conflicts of law.

16.9 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

16.10 Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Assignee and Assignor.

16.11 Exhibits. All exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

16.12 Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. In the event that the day on which Assignee or Assignor is required to take any action under the terms of this Agreement is not

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a business day, such action shall be taken on the next succeeding business day. As used herein, "**business day**" means any day other than a Saturday, Sunday or a federal or California state holiday. Whenever notice, approval or disapproval must be given to Escrow Holder and Escrow Holder is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Holder is open to take such action.

16.13 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

16.14 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their successors and assigns.

16.15 Copies of Work Product. If, after Assignee delivers the Approval Notice, this Agreement terminates for reasons unrelated to Assignor's default, upon Assignor's written request, but not before Assignee has been refunded the Deposits to the extent such refund is required under this Agreement, Assignee shall provide to Assignor copies of all third party reports Assignee obtained in connection with Assignee's due diligence investigation of the Property ("**Inspection Reports**"), provided that Assignee shall not be obligated to provide to Assignor any materials that are proprietary, confidential or legally privileged and provided, further that Assignor acknowledges that any such Inspection Reports will be delivered by Assignee without any representation or warranty, and Assignor agrees that Assignor's reliance on any such Inspection Reports shall be at Assignor's sole risk.

16.16 Agreement Binding Only Upon Execution. The delivery of this Agreement in unexecuted form by Assignee to Assignor does not constitute either the agreement of Assignee or an offer by Assignee to purchase the Contracts Rights upon the terms and conditions set forth herein. This Agreement shall not be binding until it is delivered by both Assignor and Assignee.

16.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16.18 Electronic Signatures. This Agreement may be executed by original, facsimile and electronic signatures, each of which when affixed shall be deemed to be an original that is enforceable against the executing party.

[Remainder of Page Intentionally Left Blank; Signatures to Follow]

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

PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership

By: SUSSEX INVESTMENT COMPANY, a California corporation, its General Partner

By:_____
Its: Mike Riddlesperger, CFO

By:_____
Its:_____

"**Assignor**"

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
a _____

By: Jose Torres
Its: Executive Vice Chancellor

"**Assignee**"

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ACCEPTANCE BY
ESCROW HOLDER

First American Title Insurance Company agrees to (a) accept the foregoing Agreement for Assignment of Contracts Rights and Escrow Instructions between PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership, as Assignor, and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT a _____, as Assignee (the "**Agreement**"), (b) be Escrow Holder under the Agreement, (c) be bound by the Agreement in the performance of its duties as Escrow Holder, and (d) certify that the date of Opening of Escrow pursuant to Section 2 of this Agreement is April____, 2023 , and the Escrow No. is _____.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:_____
Its:_____

"**Escrow Holder**"

Date: April ___, 2023

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EXHIBIT “A-1”

LEGAL DESCRIPTION OF THE RIVERWALK 1 PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

PARCEL NO. 1:

LOTS, A, B, C AND THE NORTHWESTERLY ONE-HALF OF LOT D; LOTS 1 TO 16, INCLUSIVE, LOT 51, ALL IN TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED MARCH 23, 1950 IN BOOK 2550, PAGE 145, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED JUNE 11, 1954 IN BOOK 3401, PAGE 2550, PAGE 202 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LOTS 10, 11, 12 AND C, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT “A”, SAID TRACT NO. 2290, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF HILLCREST AVENUE; 30.00 FEET WIDE, AND THE SOUTHWESTERLY LINE OF LOT 50, SAID TRACT 2290, AS SHOWN ON SAID MAP; THENCE SOUTH 19º 29' 00" EAST 182.63 FEET ALONG THE NORTHEASTERLY LINE OF LOTS “A” AND “C”, SAID TRACT NO. 2290; THENCE SOUTH 23º 54' 00" EAST, 65.37 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT “C” TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 66º 06' 00" WEST, 74.00 FEET AT RIGHT ANGLES WITH SAID NORTHEASTERLY LINE OF LOT “C”, THENCE SOUTH 37º 01' 56" EAST 61.62 FEET; THENCE NORTH 66º 06' 00" EAST 60.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT “C”; THENCE NORTH 23º 54' 00" WEST 60.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID LOT 51, LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWEST LINE OF LOT 34 OF SAID TRACT.

PARCEL NO. 2:

ALL THAT PORTION OF LOT 50, TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE NORTHEASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE SOUTHEASTERLY 10.00 FEET OF LOT “E”, SAID TRACT NO. 2290.

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PARCEL NO. 3:

A PORTION OF LOT 16 AND A PORTION OF LOT 51, (SCOTT AVENUE), TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , SAID PORTIONS BEING A PART OF THAT PROPERTY DEEDED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORDED MARCH 29, 1950, AS TRACT NO. 13, IN OFFICIAL RECORDS , BOOK 2550, PAGE 145, RECORDS OF SAID COUNTY, SAID PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 16, WHICH POINT IS NORTH 89º 17' 33" WEST 47.83 FEET FROM THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89º 17' 33" EAST, ALONG SAID NORTH LINE 47.83 FEET TO SAID NORTHEAST CORNER; THENCE SOUTH 39º 19' 19" EAST 61.95 FEET TO AN ANGLE POINT IN SAID LOT 51; THENCE SOUTH 49º 54' 09" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 51, 99.01 FEET; THE ABOVE DESCRIBED COURSES BEING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 55º 24' 36" WEST 197.77 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF LOT 51, (SCOTT AVENUE), TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTIONS BEING A PART OF THAT PROPERTY DEEDED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORDED MARCH 29, 1950 AS TRACT NO. 13 IN OFFICIAL RECORDS, BOOK 2250, PAGE 145 OF RECORDS OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 9 OF SAID TRACT NO. 2290; THENCE SOUTH 49º 57' EAST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOTS 9 TO 13, INCLUSIVE AND LOT “D” OF SAID TRACT NO. 2290, 240 FEET TO THE MOST SOUTHERLY CORNER OF THE NORTHWESTERLY ONE-HALF OF LOT “D” OF SAID TRACT NO. 2290; THENCE SOUTH 40º WEST, 40 FEET TO THE MOST EASTERLY CORNER OF LOT 30 OF SAID TRACT NO. 2290; THENCE NORTH 38º 11' 02" WEST 122.60 FEET; THENCE NORTH 42º 49' 33" WEST 120.95 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF LOTS 10, 11, 12 AND "C", TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT “A”, SAID TRACT 2290, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF HILLCREST AVENUE, 30.00 FEET WIDE AND THE SOUTHWESTERLY LINE OF SAID LOT 50, TRACT NO. 2290, AS SHOWN ON SAID MAP; THENCE SOUTH 19º 28' 00" EAST 182.63 FEET ALONG THE NORTHEASTERLY LINE OF LOTS “A” AND “C”, SAID TRACT 2290; THENCE SOUTH 23º 54' 00" EAST 65.37 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT “C” TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 66º 06' 00" WEST 74.00 FEET AT RIGHT ANGLES WITH SAID NORTHEASTERLY LINE OF LOT “C”; THENCE SOUTH 37º 01' 56" EAST 61.62 FEET; THENCE NORTH 66º 06' 00" EAST 60.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT “C”, THENCE NORTH 23º 54' 00" WEST 60.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT

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OF BEGINNING.

PARCEL NO. 6:

LOTS 96, 97, 98, 99, 100, 101 AND 102, AS SHOWN ON THE MAP OF PLAN OF LOTS ON COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN TRACT NO. 2397, DE SIENNA MISSION TRACT, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN MC DONALD HOT SPRINGS SUBDIVISION TRACT NO. 2290, AS PER PLAT RECORDED IN BOOK 33 OF MAPS, PAGES 26 AND 27, RECORDS OF SAID COUNTY.

PARCEL NO. 7:

LOTS 93 AND 94, AS SHOWN ON MAP OF PLAN OF LOTS IN COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

PARCEL NO. 8:

LOTS 1, 2, 3, 4 AND "E", BLOCK "A", TRACT NO. 2397, DE SIENNA MISSION TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 9:

LOT 1, BLOCK "C", AND LOTS 1 AND 2, BLOCK "B", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF DE SIENNA DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH

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WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 10:

LOT 92, FAIRVIEW SURVEY, ALSO KNOWN AS FAIRVIEW COBURN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY.

NOTE: SAID LAND IS ALSO RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT LYING IN TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

PARCEL NO. 11:

ALL THAT PORTION OF LOT 30, BLOCK 54, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF COLTON AVENUE, AS SHOWN ON MAP OF FAIRVIEW (SO-CALLED) 14.00 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 102 OF SAID MAP OF FAIRVIEW; THENCE NORTH 24 1/4 DEG. WEST TO THE NORTHWESTERLY LINE COBURN LOTS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 2, BLOCK "B", TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY; AND THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID SOUTH LINE TO SAID PROLONGATION; THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 12:

ALL THAT PORTION OF LOT 30, BLOCK 54, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF COLTON AVENUE AS SHOWN ON MAP OF FAIRVIEW (SO-CALLED), 14.00 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 102 OF SAID MAP OF FAIRVIEW; THENCE NORTH 24 1/4 DEG. WEST TO THE NORTHWESTERLY LINE OF COBURN LOTS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 24 1/4 DEG. WEST TO THE SOUTHEASTERLY LINE OF LOT "E", TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND ITS NORTHEASTERLY PROLONGATION TO THE SAID LAST MENTIONED NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE TRUE POINT OF BEGINNING.

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PARCEL NO. 13:

LOT 95 AS SHOWN ON MAP OF PLAN OF LOTS IN COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

PARCEL NO. 14:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND LANDSCAPING AND INCIDENTAL PURPOSES OVER AND ACROSS THE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 3 TO 11, INCLUSIVE, BLOCK "B" AND LOTS 2 TO 18, INCLUSIVE, BLOCK "C", TRACT NO. 2397, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO PLAT THEREOF RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE CLOSED ADJACENT TO SAID LOTS AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS.

TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO, AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OFFICIAL RECORDS OF SAID COUNTY.

APN: 0164-331-10-0000, 0164-331-11-0000, 0164-331-12-0000, 0164-331-13-0000, 0141-171-03-0000, 0141-171-04-0000, 0141-171-05-0000, 0141-171-06-0000, 0141-171-07-0000, 0141-171-08-0000, 0141-171-09-0000, 0141-171-10-0000, 0141-171-11-0000,0141-171-12-0000, 0141-171-13-0000, 0141-171-14-0000, 0141-171-15-0000, 0141-171-16-0000, 0141-171-17-0000, 0141-171-18-0000, 0141-171-19-0000, 0141-171-20-0000, 0141-171-21-0000, 0141-171-22-0000, 0141-171-23-0000, 0141-171-24-0000,0141-171-25-0000, 0141-171-29-0000, 0141-171-30-0000.

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EXHIBIT “A-2”

LEGAL DESCRIPTION OF THE RIVERWALK 2 PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOTS 3 TO 11. INCLUSIVE OF BLOCK "B", AND LOTS 2 TO 18, INCLUSIVE OF BLOCK "C" OF TRACT NO. 2377, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 PAGES 29 AND 30 OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE, CLOSED, ADJACENT TO SAID LOTS, AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946 IN BOOK 1894 PAGE 268, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OF OFFICIAL RECORDS, OF SAID PROPERTY.

APN: 0141-171-26-0000

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT “A-3”

LEGAL DESCRIPTION OF THE RIVERWALK 3 PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOTS 1, 2 AND 3, BLOCK "D", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTHEASTERLY 1/2 OF "J" STREET ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAY AND COMMON COUNCIL, CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

APN: 0141-171-27-0-000

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EXHIBIT “B-1”

RIVERWALK 1 CONTRACT

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[redacted]

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

BETWEEN

BJ GHUMAN and TEJPAL SINGH

SELLER

AND

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

BUYER

FOR THE PURCHASE AND SALE OF

West Inland Center Drive
City and County of San Bernardino, California

MARCH 8, 2021

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TABLE OF EXHIBITS

A - LEGAL DESCRIPTION

B - GRANT DEED

C - BLANKET ASSIGNMENT AND BILL OF SALE

D - MEMORANDUM OF AGREEMENT

E - QUITCLAIM DEED

F - SPECIAL AUTHORIZATION TO PROCESS ENTITLEMENTS

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SUMMARY STATEMENT

This Summary Statement is attached to that certain Purchase Agreement and Escrow Instructions by and between Seller and Buyer referenced below and is for reference purposes only except for the addresses for notices set forth in items 9 through 11, which addresses are incorporated into the Purchase Agreement as if fully set forth therein. If there is any conflict between this Summary Statement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

1.	Effective Date of Purchase Agreement (which shall also be the Opening of Escrow):	March 24 2021 [Escrow Holder to complete date pursuant to Section 3.1]
2.	Seller:	BJ Ghuman and Tejpal Singh
3.	Buyer:	Provident Land Associates I, L.P., a California limited partnership
4.	Property Description:	W. Inland Center Dr., City and County of San Bernardino, California
5.	Decision Date:	Sixty (60) days after the Effective Date
6.	Deposits:	First Deposit: [redacted] within five (5) business days following the Opening of Escrow Second Deposit: [redacted] within five (5) business days after the Decision Date The deposits are applicable to the Purchase Price.
7.	Purchase Price:	[redacted]
8.	Close of Escrow:	Not later than twelve (12) months after the Decision Date Extension: three (3) thirty (30)-day extensions for [redacted] (applicable to Purchase Price)

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	Buyer's Address for Notices:	Warmington Residential California, Inc. 3090 Pullman Street Costa Mesa, California 92626 Attention: Matt Tingler and Jay Deckard Telephone: (714) 434-4324 Email: mtingler@warmingtongroup.com and jay@warmingtongroup.com
	With a copy to:	Ross, Wersching & Wolcott LLP 3151 Airway Avenue, Building S-1 Costa Mesa, California 92626 Attention: Cynthia M. Wolcott and Elizabeth T. Hall Telephone: (714) 444-3900 email: cwolcott@rossllp.com and ehall@rossllp.com
10.	Seller's Address for Notices:	2316 glendora dr Grand Terrace Ca 92313 Attention: BJ Ghuman Telephone: 6269753065 email: bjghuman@hotmail.com
	With a copy to:	2367 Calle Alucema Thousand Oaks CA 91360 Attention: Tejpal Singh Telephone: 8189836204 email: param94@gmail.com
11.	Escrow Holder's and Title Company's Address for Notices:	First American Title Company 18500 Von Karman, Suite 600 Irvine, California 92612 Escrow Officer: Jeanne Gould Escrow No. 6502729 Telephone: (949) 885-2404 Email: jagould@firstam.com Title: First American Title Company 1250 Corona Pointe Court, Suite 201 Corona, California 92879 Title Officer: Hugo Tello Order No. NHSC 6502729 Telephone: (951) 256-5883 Email: htello@firstam.com

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of March 8, 2021 and constitutes an agreement by which **BJ GHUMAN** and **TEJPAL SINGH** (together, "**Seller**") agree to sell, and **PROVIDENT LAND ASSOCIATES I, L.P.**, a California limited partnership ("**Buyer**"), agrees to purchase certain real property ("**Property**") in the City of San Bernardino ("**City**"), County of San Bernardino ("**County**"), State of California, more particularly described in Exhibit "A" attached hereto. As used herein, the term "**Property**" includes:

(a) A fee simple interest in the land described on Exhibit "A" (the "**Land**") and all easements, rights, privileges, tenements and rights of way appurtenant thereto;

(b) All buildings, structures, and improvements located on the Land (the "**Improvements**");

(c) Seller's right, title and interest in all assets, rights, materials and other personal property used, owned or held in connection with the use, operation, entitlement, development or enjoyment of the Property, including, without limitation, Seller's right, title and interest in: (i) all governmental licenses, permits, entitlements, building permit allocations, subdivision maps, prepaid permits and fees and deposits and any other development rights relating to the development of Property (collectively, "**Licenses and Permits**"); (ii) all architectural plans, improvement plans and other plans, specifications, surveys, maps, drawings and other renderings relating to the Property and all engineering, soils, seismic and geological reports, studies and certificates and other documents relating to the Property ("**Plans and Reports**"); (iii) all warranties, indemnities, guaranties, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby, including, without limitation, those warranties and guaranties provided by consultants and/or contractors for work previously performed on the Property (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property now existing or obtained by Buyer or Seller prior to the Close of Escrow (collectively, the "**Personal Property**"). Seller's interest in the Personal Property shall be conveyed by Seller to Buyer upon the Close of Escrow pursuant to the Blanket Assignment and Bill of Sale attached hereto as Exhibit "C".

This Agreement also constitutes escrow instructions of Buyer and Seller to First American Title Company ("**Escrow Holder**").

NOW, THEREFORE, Buyer and Seller agree, and Escrow Holder is instructed, as follows:

1. Purchase and Sale. Upon all of the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property.

2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be [redacted]. The Purchase Price shall be payable as follows:

2.1 First Deposit. Within five (5) business days after the Opening of Escrow, Buyer shall deposit into Escrow the sum of [redacted] in cash or other immediately available funds (the "**First Deposit**"). [redacted] of the First Deposit (the "**Independent Consideration**") has been bargained for and agreed to as consideration for the execution of this Agreement by Seller and for Buyer's rights to conduct investigations during the Feasibility Period. The Independent Consideration shall be released to Seller within one (1) business day after the Deposit is delivered to Escrow by Buyer and shall thereafter be nonrefundable to Buyer except in the event this Agreement is terminated due to Seller's default. The balance of the First Deposit shall remain fully refundable to Buyer upon Buyer's unilateral instructions to Escrow and without Seller's consent required until Buyer's delivery to Seller of the Approval Notice (defined in Section 4 below). Upon Buyer's delivery of the Approval Notice, the First Deposit (i) shall be deemed earned by Seller and nonrefundable, except if this Agreement is terminated due to Seller's default or a failure of a condition to Closing or as otherwise expressly provided herein and (ii) subject to Section 2.3 below, released to Seller.

2.2 Second Deposit. Within five (5) business days after the Decision Date and provided that Buyer has delivered the Approval Notice to Seller and Escrow Holder pursuant to Section 4 below, Buyer shall deposit into Escrow the additional sum of [redacted] in cash or other immediately available funds (the "**Second Deposit**"), and thereafter, the Second Deposit shall be deemed earned by Seller and nonrefundable, except if this Agreement is terminated due to Seller's default or a failure of a condition to Closing or as otherwise expressly provided herein. The First Deposit, the Second Deposit and the Extension Payment (if made) are herein referred to as the "**Deposits.**"

2.3 Memorandum of Agreement. Concurrently with the execution of this Agreement, Seller and Buyer shall execute, acknowledge and deliver to Escrow Holder a recordable Memorandum of Agreement (the "**Memorandum**") in the form attached hereto as Exhibit "D". Upon receipt of the Approval Notice showing a copy as being delivered concurrently to Seller, Escrow Holder is irrevocably instructed to (i) insert the date of delivery of the Notice of Approval in the preamble of the Memorandum and (ii) record the Memorandum in the Official Records of the County. Escrow Holder shall not release any portion of the Deposit to Seller until the Memorandum has been recorded. In addition, Seller and Buyer shall execute, acknowledge and cause to be delivered to Escrow Holder a Quitclaim in the form of Exhibit "E" attached hereto and incorporated herein by this reference. Escrow Holder is hereby instructed to record the Quitclaim upon the termination of this Agreement for any reason; provided, however, if Buyer is entitled pursuant to this Agreement to the return of the Deposit upon such termination, Escrow shall not record the Quitclaim until the Deposit (less the Independent Consideration) is returned to Buyer.

2.4 Investment of Deposits. Escrow Holder shall place the Deposits and any other funds deposited by Buyer into Escrow in a federally-insured interest bearing account having no penalty for early withdrawal at a financial institution acceptable to Buyer. Interest earned in

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such account shall be credited to the account of Buyer and if paid to Seller shall be credited against the Purchase Price at the Closing.

2.5 Payment of Balance of Purchase Price. On or prior to the Close of Escrow, Buyer shall deliver to Escrow a cash payment (the "**Closing Payment**") equal to the amount of the Purchase Price less the amount of the Deposits and any Extension Payments. The Purchase Price, less the Deposits and Extension Payments, if any, released to Seller during the Escrow, shall be paid to Seller at the Closing.

3. Escrow.

3.1 Opening of Escrow. Upon execution of this Agreement by both Buyer and Seller, the parties shall deliver executed electronic counterparts of this Agreement to Escrow Holder. For purposes of this Agreement the escrow ("**Escrow**") shall be deemed opened upon the date Escrow Holder shall have received executed electronic counterparts of this Agreement from both Buyer and Seller (the "**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller in writing of the date of the Opening of Escrow which date shall also be the "**Effective Date**" of this Agreement. In addition, Escrow Holder is hereby instructed to insert the date of the Opening of Escrow in Item 1 of the Summary Statement and to complete and sign the Acceptance by Escrow Holder page of this Agreement. Escrow Holder shall deliver one (1) complete copy of this Agreement to Seller and one (1) complete copy of this Agreement to Buyer. This Agreement shall also constitute instructions to Escrow Holder. Seller and Buyer shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby, provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. Such supplementary instructions, together with the escrow instructions set forth in this Agreement, as they may be amended from time to time in a writing signed by the parties hereto, shall collectively be referred to as the "**Escrow Instructions**". The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Escrow Holder may request the parties hereto to execute; provided, however, that the parties hereto and Escrow Holder acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by the Escrow Holder and the Escrow Instructions, the Escrow Instructions shall prevail. The Escrow Instructions are incorporated herein and made a part hereof by this reference.

3.2 Close of Escrow. The closing ("**Closing**") of the purchase and sale of the Property shall take place through the Escrow on or prior to twelve (12) months after the Decision Date, provided that all of the Closing Conditions (defined in Section 5.2 below) have been satisfied or waived. As used in this Agreement, the terms "**Closing**" or "**Close of Escrow**" shall refer to the date ("**Closing Date**") on which Seller's Grant Deed conveying the Property to Buyer in the form attached hereto as Exhibit "B" is recorded through Escrow in the Official Records of the County. Seller shall deliver good and marketable title to the Property to Buyer at the Closing.

3.3 Close of Escrow Extension. Buyer shall have the right to extend the Closing Date for three (3) thirty (30) day extensions (the "**Extension**") by delivering written notice to Seller and Escrow Holder and depositing into Escrow on or prior to the Closing Date an

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additional deposit in the amount of [redacted] (each, an "**Extension Payment**") for each such Extension, which shall thereafter be nonrefundable to Buyer except if this Agreement is terminated due to Seller's default or a failure of a condition to Closing or as otherwise expressly provided herein. The Extension Payment shall be applicable to the Purchase Price.

4. Buyer's Investigation. On or prior to 5:00 p.m., on the date that is sixty (60) days following the Effective Date ("**Decision Date**"), Buyer shall have the right to conduct the following investigations of the Property. The time period commencing upon the Effective Date and expiring on the Decision Date is referred to herein as the "**Feasibility Period**". Buyer's approval in writing ("**Approval Notice**") of such investigations shall constitute conditions to the Close of Escrow; provided, however, if Buyer does not deliver an Approval Notice by the Decision Date pursuant to which Buyer approves all such due diligence matters, Buyer shall be deemed to have elected to terminate this Agreement.

4.1 Approval of Preliminary Title Report. Within three (3) business days after the Opening of Escrow, First American Title Company shall provide Buyer with a current preliminary title report ("**PTR**"), covering the Property together with copies of all documents referred to therein and a map of the Property plotting the location of all easements (the PTR, documents and map to be referred to collectively as the "**Title Documents**"). Buyer shall have thirty (30) days after the Effective Date (the "**Title Approval Date**"), by written notice to Seller and Escrow Holder, to object to any exception(s) to title set forth in the Title Documents ("**Buyer's Title Notice**"). Seller shall have five (5) days after receipt of Buyer's Title Notice to deliver written notice to Buyer ("**Seller's Title Notice**") of its decision whether to remove prior to the Close of Escrow the title exceptions disapproved by Buyer in Buyer's Title Notice. Seller's failure to deliver Seller's Title Notice to Buyer and Escrow Holder within said five (5) day period shall be deemed Seller's election not to remove the disapproved exceptions. If Seller elects not to remove any disapproved title exception, Buyer shall have five (5) days after the earlier of (i) Buyer's receipt of Seller's Title Notice or (ii) the expiration of the five (5) day period for delivery of Seller's Title Notice without Buyer having received Seller's Title Notice, to waive its objection or terminate this Agreement pursuant to Section 4.4 below. Buyer hereby objects to all liens evidencing monetary encumbrances including, without limitation, deeds of trust, financing statements, tax liens, bonds and assessments, but excluding non-delinquent real property taxes and assessments which shall be prorated as of the Close of Escrow (collectively "**Monetary Encumbrances**"), and Seller agrees to cause all such Monetary Encumbrances to be removed at Seller's sole cost on or before the Close of Escrow.

4.2 New Exceptions. If after expiration of the Feasibility Period but prior to the Close of Escrow Buyer discovers any exception to title of the Real Property which: (i) does not constitute an exception to title approved as provided above and (ii) will in Buyer's reasonable judgment have an adverse effect on Buyer's ability to develop, finance or market the Property in the manner reasonably anticipated by Buyer ("**New Exception**"), then Buyer shall have five (5) days after receipt of the New Exception to deliver to Seller and Escrow Holder written notice of Buyer's approval, conditional approval or disapproval of such New Exception (the "**Supplemental Title Disapproval**"). If Buyer fails to deliver a Supplemental Title Disapproval within such five (5) day period, Buyer shall be deemed to have disapproved such New Exception. Seller shall have three (3) business days following receipt of the Supplemental Title Disapproval or Buyer's deemed

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disapproval of such New Exception to deliver written notice ("**Seller's Title Notice**") of Seller's election to either remove or not remove such disapproved New Exception. If Seller fails to deliver a Seller's Title Notice within such three (3) business day period, Seller shall be deemed to have elected not to remove such disapproved New Exception. Buyer shall have three (3) business days following receipt of Seller's Title Notice or Seller's deemed election not to remove such disapproved New Exception to waive its objection or terminate this Agreement and receive a return of the Deposits (and, if necessary, the originally scheduled Closing Date shall be extended by the number of days necessary to give Buyer and Seller such additional time). Notwithstanding the foregoing, if the New Exception was created by Seller, constitutes a Monetary Encumbrance or arose as a result of the action or consent of Seller, Seller shall remove the New Exception, at its cost, on or before the Close of Escrow.

4.3 Entry Upon Property. During the Feasibility Period and continuing to the Close of Escrow, Buyer shall have the right and Seller shall be deemed to have given Buyer, its employees, agent, engineers, consultants, contractors and subcontractors (the "**Buyer Representatives**") a non-exclusive license to enter upon and pass over the Property for the purpose of performing investigations, engineering studies, surveys, taking measurements, conducting customary geotechnical studies and environmental testing, including customary Phase I environmental testing, and if recommended by the Phase I testing, additional Phase II testing, and other related activities on the Property. Buyer shall give Seller at least 24 hours prior written notice of Buyer's entry upon the Property. The cost of all such inspections, test and studies shall be borne by Buyer. Prior to any entry upon the Property by Buyer, Buyer shall deliver to Seller an original endorsement to Buyer's commercial general liability insurance policy covering the activities of Buyer and Buyer's agents, contractors, subcontractors and employee on or upon the Property with an aggregate limit of at least Two Million Dollars ($2,000,000.00) and which shall name Seller as an additional insured. Buyer agrees to indemnify, protect, defend and hold Seller and the Property free and harmless from and against any and all damages, claims, losses (including losses from mechanic's liens), liabilities, causes of action, proceedings, costs and expenses of any kind whatsoever (including, without limitation, attorneys' fees and fees of expert witnesses) arising from such activities of Buyer, its agents, contractors and employees, and from all mechanic's, materialmen's and other liens resulting from any such entry upon the Property, investigations and related activities conduct. Promptly following completion of any inspections, inquiries and(or) testing by Buyer under this Section 4.3, Buyer shall, at its sole cost and expense, restore the Property to its condition as it existed immediately prior to Buyer's entry to the Property excluding latent defects or Hazardous Materials (defined below) discovered by Buyer or Buyer's Representative during their investigation of the Property. The indemnity provisions and any obligation to restore the Property imposed upon Buyer pursuant to this Section 4.3 shall survive Closing or earlier termination of this Agreement.

4.4 Property Documents. Concurrently with the Opening of Escrow, Seller shall provide Buyer true and complete copies of all documents of a material nature relating to the Property in the possession of Seller or its agents, consultants or contractors (the "**Property Documents**"). In addition, concurrently with the Opening of Escrow, Seller shall deliver to Buyer true and complete copies of all leases of tenants currently occupying the Property (the "**Leases**"). Seller does not represent, warrant or guaranty that the Property Documents represent all of the necessary or relevant information required for the Property. Buyer acknowledges its obligation to

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seek out and obtain such additional information and documentation as Buyer may deem necessary in order to conduct its investigations of the Property. If this Agreement is terminated for any reason, then Buyer shall promptly return to Seller the Property Documents and all copies thereof. Buyer shall treat the Property Documents as confidential, and shall not disclose any information gained by the review of the Property Documents to any third parties, except as necessary to Buyer's members, affiliates, investors, shareholders, consultants, professionals and lenders.

4.5 Natural Hazard Disclosure. Buyer and Seller acknowledge that Seller may be required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (b) an area of potential flooding (California Government Code Section 8589.4); (c) a very high fire hazard severity zone (California Government Code Section 51183.5); (d) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Escrow Holder shall engage the services of Title Company (which, in such capacity, is referred to herein as the "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill Seller's disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of the Natural Hazard Expert's examination to Buyer and Seller in writing, prior to the expiration of the Feasibility Period.

4.6 Termination Prior to Decision Date. If on or prior to the Decision Date, Buyer does not wish to proceed with the purchase of the Property for any reason, then this Agreement shall terminate, in which event: (i) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (ii) Buyer and Seller shall share equally all of Escrow Holder's cancellation fees and expenses; (iii) upon Buyer's unilateral escrow instructions and without the consent of Seller, Escrow Holder shall refund the First Deposit and any other funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow, to Buyer, less Escrow Holder's cancellation fees and expenses, and Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; and (iv) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder, except that Buyer's indemnity and restoration obligations under Section 4.3 and the parties' respective obligations under Section 13 (brokers) and Section 18.3 (attorney's fees) which shall expressly survive any such termination of this Agreement.

5. Conditions to Close of Escrow.

5.1 Seller's Conditions to Closing. In addition to the conditions provided in other provisions of this Agreement, Seller's obligation to perform its undertakings provided in this

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Agreement (including its obligation to sell the Property) are conditioned upon the satisfaction or written waiver by Seller of the following ("**Seller's Closing Conditions**"):

(a) Performance by Buyer. The due performance by Buyer of each and every material undertaking and agreement to be performed by it hereunder and the truth of each representation and warranty made by Buyer in this Agreement at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.2 Buyer's Conditions to Closing. In addition to the conditions provided in other provisions of this Agreement, Buyer's obligation to perform its undertakings provided in this Agreement (including its obligation to purchase the Property) are conditioned upon the satisfaction or written waiver of Buyer of each of the following (collectively, the "**Buyer's Closing Conditions**" and Seller's Closing Conditions and Buyer's Closing Conditions shall hereinafter be referred to herein collectively as the "**Closing Conditions**"):

(a) Buyer's Approval Notice. Buyer shall have delivered the Approval Notice to Seller and Escrow Holder in accordance with Section 4 above.

(b) Owner's Title Policy. The Title Company shall issue or be committed to issue to Buyer an ALTA Extended Owner's Policy of Title Insurance (6/17/06 Form) ("**Title Policy**") in the total amount of the Purchase Price, dated as of the Close of Escrow, insuring Buyer as the fee owner of the Property, and showing title to the Property vested in Buyer subject only to the following title conditions (collectively, the "**Approved Title Conditions**"):

(i) The printed exceptions and exclusions contained in the Title Policy.

(ii) All non-delinquent general and special real property taxes, bonds and assessments and the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code resulting from the transfer of the Property to Buyer.

(iii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

(iv) All exceptions described in the PTR which were approved by Buyer in accordance with Section 4.1 above.

Seller shall pay the cost of a standard coverage CLTA owner's policy of title insurance; and Buyer shall pay the additional cost of obtaining extended coverage and any other endorsements, including the cost of a survey if required to obtain extended coverage. Seller shall, at no cost to Seller, execute and deliver to the Title Company an Owner's Affidavit in the form requested by the Title Company ("**Owner's Affidavit**") as a condition to issuing an endorsement to the Title Policy insuring Buyer against damages resulting from any rights of parties in possession, pre-Closing liens, encumbrances, and other possessory interests related to the Land, and if required by the Title Company to issue mechanic's lien protection, Seller shall also execute and deliver to the Title

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Company a Mechanic's Lien Indemnity Agreement ("**Mechanic's Lien Indemnity**") relating to any work performed on the Property by Seller prior to the Closing.

(c) Termination of Leases. All Leases and other agreements affecting the use or occupancy of the Property shall have been terminated, all tenants shall have vacated the Property and all personal property belonging to the tenants shall have been removed from the Property.

(d) Tentative Map. The Tentative Map shall have been Approved (as defincd in Section 6.3).

(e) Improvement Plans and Grading Permit. The Improvement Plans shall have been Approved (as defined in Section 6.4) and the Grading Permit shall be Ready to be Issued (as defined Section 6.4).

(f) No Moratorium. At the Closing there shall be no moratorium or similar action pending or threatened by any of the Authorities which would adversely impact or delay the construction of the Project or the sales of the residences therein.

(g) No Material Adverse Change. At the Closing there shall have been no material adverse changes to the Property which would prevent Buyer's intended use of the Property for the Project.

(h) Performance by Seller. The due performance by Seller of each and every undertaking and agreement to he performed by it hereunder.

5.3 Effect of Failure of a Condition. The conditions described in Section 5.1 are for the exclusive benefit of Seller and may be waived in whole or in part by Seller only, at its sole option, by Seller's delivery of written notice of such waiver to Buyer and Escrow Holder. The conditions described in Section 5.2 are for the exclusive benefit of Buyer and may be waived in whole or in part by Buyer only, at its sole option, by Buyer's delivery of written notice of such waiver to Seller and Escrow Holder. In the event the Close of Escrow does not occur because any of the conditions to the Close of Escrow set forth in Section 5 are not satisfied or waived by the party benefited thereby, and if the failure of such condition is not caused by the default of either party, then the Close of Escrow shall automatically be extended for up to thirty (30) days to permit the conditions to be satisfied. If upon the expiration of the thirty (30) day period, the conditions to the Close of Escrow set forth in Section 5 continue to not be satisfied or are not waived by the party benefited thereby, then either party shall have the right to terminate this Agreement upon written notice to the other party and Escrow Holder, in which case: (i) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (ii) Buyer shall pay all Escrow Holder's cancellation fees and expenses; (iii) Escrow Holder shall refund, or if released to Seller, Seller shall refund the Deposits, the Extension Payment (to the extend paid) and any other funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow, to Buyer, less Buyer's share of Escrow Holder's cancellation fees and expenses, and Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; and (iv) this Agreement shall

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terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party. Notwithstanding anything to the contrary set forth herein, in the event the condition set forth in Section 5.2(c) regarding the termination of the Leases is not satisfied by Seller or waived by Buyer by the Closing Date, then the provisions of Section 11.2 of this Agreement shall control. Notwithstanding anything to the contrary set forth herein, in the event the failure of such condition is caused by the default of either party, then the non-defaulting party shall have the remedies set forth in Section 11.2 or Section 11.3, as applicable, of this Agreement.

5.4 Notwithstanding anything to the contrary set forth in this Agreement, if during the processing of the Entitlement Applications, Buyer determines that the Authorities are not likely to approve the Project or that the Authorities will impose conditions of approval, dedications, exactions, mitigation measures or other development requirements that will have a material adverse impact upon the Project and/or were not contemplated in the Project's development costs, then Buyer shall have the right to stop pursuing the Entitlements and terminate this Agreement in which event the termination provisions of Section 5.3 shall apply. Buyer shall not be entitled to reimbursement for the costs relating to the Entitlement Applications except in the event of Seller's default.

6. Entitlement and Development.

6.1 Entitlements. During the Escrow, Buyer intends to seek approval for the development of the Land with residential uses (the "**Project**"). The density, product mix, site plan, mapping and other elements of the Project shall be determined by Buyer in its sole and absolute discretion. On or after the Decision Date and provided that Buyer has elected not to terminate this Agreement pursuant to Section 4.6, Buyer may commence processing of the land use approvals required by the Authorities for the Project, including, without limitation, a tentative tract map (the "**Tentative Map**"), design review approval and CEQA compliance (the "**Entitlements**"). Buyer shall be responsible for processing all applications ("**Entitlement Applications**") to obtain approval of the Entitlements, including, without limitation, any fees for engineering and consultants' work to provide necessary data, reports, maps and other documents required by the Authorities as part of the Entitlement Applications. Seller hereby acknowledges and agrees that during the term of this Agreement Buyer intends to hire consultants to apply for and process the Entitlements. All architectural plans, improvement plans and other plans, specifications, surveys, maps, drawings and other renderings relating to the Property and all engineering, soils, seismic and geological reports, studies and certificates and other documents relating to the Property generated by Buyer or Buyer's consultants as part of the processing of the Entitlements, together with all of Buyer's rights in and to all applications and approvals relating to the Entitlements and/or the Project (collectively, the "**Project Documents and Rights**") shall belong to and constitute the work product of Buyer. Seller agrees to cooperate with Buyer, at no cost to Seller, in Buyer's efforts to obtain such Entitlements. Such cooperation of Seller shall include, without limitation, the execution by Seller concurrently with the execution of this Agreement of the Special Authorization to Process Entitlements in the form of Exhibit "F" attached hereto. To the extent it is necessary for Seller to execute or deliver documents to Buyer, such delivery shall be made, where reasonably possible, within seventy-two (72) hours after the request therefor. Seller agrees that it will not take any action adverse to, or in opposition of, the Project and/or Buyer's efforts to

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obtain the Entitlements. Any breach by Seller of its obligations set forth in this Section 6.1 shall be a Seller default.

6.2 Buyer's Termination Right. Notwithstanding anything to the contrary set forth in this Agreement, if during the processing of the Entitlement Applications, Buyer determines that the Authorities are not likely to approve the Project or that the Authorities will impose conditions of approval, dedications, exactions, mitigation measures or other development requirements that will have a material adverse impact upon the Project and/or were not contemplated in the Project's development costs, then Buyer shall have the right to stop pursuing the Entitlements and terminate this Agreement; provided, however, that Seller shall be entitled to retain the Deposits and any Extension Payments that have been released to Seller and Buyer shall not be entitled to reimbursement for the costs relating to the Entitlement Applications except in the event of Seller's default in which event the termination provisions of Section 5.3 shall apply.

6.3 Approval by the Authorities of the Entitlements Defined. As used in this Agreement, the Tentative Map shall be deemed to be "**Approved**" when: (i)(a) the Tentative Map has been prepared in compliance with the California Subdivision Map Act (commencing at Section 66410 of the Government Code), (b) the Tentative Map provides for the development of the Property into for-sale market rate residential dwelling units, (c) the City, County, and any other applicable government or quasi-governmental agency, body or authority, including the Planning Commission and City Council (individually an "**Authority**," and collectively, the "**Authorities**") having jurisdiction over the Property voted at a public hearing to approve the Entitlements, (d) the applicable Authority has established all of the conditions of approval for the final map conforming to the Tentative Map and such conditions of approval have been approved by Buyer in its sole and absolute discretion, (e) the Property is zoned to permit the development of residential condominiums with a density that is not less than the density contemplated by the Tentative Map, and (f) all time periods for initiating a initiating a legal challenge (by administrative or legal appeal, writ, referendum or otherwise) (a "**Challenge**") of the Authorities' approval of the Tentative Map (including the period to challenge under CEQA) have passed without a Challenge having been initiated, or, if a Challenge has been initiated, it has been resolved on terms and conditions satisfactory to Buyer in its sole and absolute discretion. For avoidance of douht, the parties agree that the above-referenced statute of limitation will be 30 days after the City files a Notice of Determination, 35 days after the City files a Notice of Exemption, or 180 days after the City Council's approval of the Entitlements if the City does not file a Notice of Determination or Notice of Exemption within the statutorily mandated periods for the filing of such notices.

6.4 Improvement Plans and Grading Permits. After the Approval of the Tentative Map, Buyer shall use commercially reasonable efforts to prepare and process for approval all subdivision improvement plans required for the Project (the "**Improvement Plans**") and take all commercially reasonable actions required to obtain a grading permit for the Land (the "**Grading Permit**"). The Improvement Plans shall be considered "**Approved**" when the Improvement Plans have been approved through final plan check and executed by appropriate City staff. In addition, once the precise grading plan has been approved by the City and all other conditions of approval necessary for the issuance of a grading permit to grade the Property in accordance with the Entitlements (other than the payment of grading permit fees and/or deposits) have been satisfied, the grading permit shall be "**Ready to be Issued**."

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7. Representations and Covenants of Seller. In addition to any express agreements of Seller contained elsewhere in this Agreement, Seller hereby represents and warrants to, and covenants with, Buyer as follows:

7.1 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2 Requisite Action. All requisite action has been taken by Seller in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

7.3 Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. No consent from any third party is required before any of the Property may be conveyed to Buyer.

7.4 Insolvency. Seller is not a party to any bankruptcy, insolvency or receivership proceeding of any kind, whether voluntary or involuntary, nor is such proceeding contemplated.

7.5 Income Tax Information. Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation.

7.6 No Further Encumbrances. Seller will not enter into, create or permit the creation of any lien, encumbrance, agreement or other matter which would constitute an encumbrance on the Property that would have a material adverse impact on the property or that will be binding on the Property subsequent to the Closing without Buyer's prior written consent.

7.7 Proceedings. Seller has not received any notice from any governmental authority imposing any special assessments on the Property or of any pending or threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, including without limitation eminent domain, condemnation, assessment district or zoning change, proposed legislation or any judgment or moratorium which directly applies to the Property and materially and adversely affects the Property or Buyer's anticipated development of the Property in accordance with the Entitlements, and to Seller's knowledge, no such matter is pending or threatened. Seller has not received any notification from any Authority that the Property is in violation of any laws, regulations or administrative orders.

7.8 Conformance with Laws. To Seller's knowledge, there are no uncured violations of any federal, state or local zoning, building, fire, environmental, health and safety laws and regulations affecting the Property of which Seller has received written notice from any City, County or any other Authority having the responsibility for monitoring compliance with such laws and regulations, and Seller knows of no violations of any such laws and regulations. To Seller's

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knowledge, the Property is in compliance with all applicable laws and regulations and all covenants, conditions, restrictions, easements and similar matters affecting the Property.

7.9 OFAC. Neither Seller nor, to Seller's knowledge, any direct or indirect owner of Seller is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade, embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

7.10 Archeology. To the best of Seller's knowledge, the Property does not contain any archeological or paleontological resources which would adversely affect Buyer's proposed development of the Property.

7.11 Endangered or Threatened Species. To the best of Seller's knowledge, Buyer's proposed development of the Property will not involve the taking of any endangered or threatened species of animals, plants or insects. To the best of Seller's knowledge, there are no environmental or biological characteristics of the Property which, under existing law, will adversely affect Buyer's proposed development of the Property.

7.12 No Ingress and Egress Restrictions. To the best of Seller's knowledge, there are no restrictions on entrance to or exit from the Property from the adjacent public streets.

7.13 Previous Users of Property. During the period of Seller's ownership of the Property, all lessees, licensees, occupants or users of the Property at all times operated and maintained the Property in compliance with any and all public health, safety and environmental laws and regulations.

7.14 No Other Agreements. Except for matters set forth in the PTR and as otherwise disclosed to Buyer in the Property Documents, (a) there are no written commitments to, or written agreements between or among Seller and any private party and/or any governmental or quasi-governmental authority or agency or utility that would be binding upon Buyer or the Property after the Closing and (b) Seller shall not enter into any written commitment or agreement which would affect the Property or any portion thereof prior to the Close of Escrow without Buyer's prior written consent. Seller has not entered into any other contracts for the sale of the Property which are currently in effect, nor do there exist any rights of first refusal or options to purchase the Property.

7.15 Leases. Except for the Leases which shall be terminated by Seller prior to the Closing, there are no leases (including unrecorded leases), licenses, rental agreements or other such contracts of any kind or nature affecting possession or occupancy of the Property. During the term of this Agreement, Seller shall not amend or extend the term of any of the Leases or enter

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into any new leases, rental agreements or other such contracts during the term of this Agreement without Buyer's prior written approval (each, a "**Prohibited Lease Transaction**"). No tenant under the Leases has any rights of first refusal, options to extend or renew, options to purchase or any similar rights. No tenant under the Leases has or will have any claim for unpaid tenant concessions, reimbursements, refund of security deposits or any other consideration which will not be fully paid or satisfied by Seller prior to the Closing.

7.16 No Undisclosed Defects. To Seller's Knowledge, no defect or condition of the Property or soil exists that may adversely affect Buyer's proposed development of the Property in accordance with the Entitlements.

7.17 Hazardous Substances. Except as have been disclosed by Seller to Buyer in the Property Documents, to Seller's knowledge, (a) the Property is not in violation of, and the Property has never been under investigation or threat of investigation for, violation of Environmental Laws, (b) no Hazardous Substances have been released in, at, on, under or about the Property, (c) neither Seller nor any tenant or other third party has used, generated, manufactured, stored or disposed in, at, on, or under the Property any Hazardous Materials, and (d) Seller has not received any notice from any Authority concerning the removal of any Hazardous Substance from the Property, or concerning any restrictions on the use or development of the Property on account of the presence of any Hazardous Substance on the Property or on any other real property adjacent to the Property.

"**Hazardous Substance**" means (i) any chemical, compound, material, mixture or substance that is now defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

"**Environmental Laws**" means any and all present federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), permits, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance (including, without limitation, (i) the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq., (ii) the Clean Water Act, 33 U.S.C., Section 1251 et seq., (iii) the Resource and Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq., (iv) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601 et seq., (v) the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq., (vi) the California Hazardous Waste Control Act, Health and Safety Code, Section 25100 et seq., (vii) the California Hazardous Substance Account Act, Health and Safety Code, Section 25249.5 et seq., (viii) the California Waste Management Act, Health and Safety Code, Section 25170.1 et seq., (ix) Health and Safety Code, Section 2550, Hazardous Materials Release Response Plans and Inventory, or

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(x) the California Porter-Cologne Water Quality Control Act, Water Code, Section 13000 et seq., all as amended).

7.18 Property Documents. The Property Documents delivered to or inspected by Buyer pursuant to the terms hereof are all of the material documents in Seller's possession relating to the Property.

7.19 Survival of Representations. The representations and warranties of Seller are true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of the Closing, and shall survive the Closing for a period of twelve (12) months after the Close of Escrow, without the necessity of a separate written certificate regarding the same. If after the date of this Agreement, but prior to the Close of Escrow, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any material respect (collectively, the "**Representation Matter**"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party. Any Representation Matter which can be cured by the payment of money if less than $25,000.00 shall be cured by Seller. Any Representation Matter caused by deliberate acts or omissions of Seller or fraudulently made by Seller is a default by Seller. Regarding any other Representation Matter, Buyer shall have the right, in its sole discretion, to either (i) waive in writing and proceed to acquire the Property or the terms set forth in this Agreement hereunder, or (ii) terminate this Agreement, and the Deposits and the Extension Payment (to the extent paid) and any other amounts paid by Buyer to Seller or deposited into Escrow by Buyer shall be immediately returned to Buyer. Upon such termination, neither party hereunder shall have any further obligations or liabilities under this Agreement except as specifically set forth herein.

8. Representations and Covenants of Buyer. In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer hereby represents and warrants to, and covenants with, Seller as follows:

8.1 Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

8.2 Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transactions contemplated hereby.

8.3 Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

8.4 Insolvency. Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or

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creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy creditor protection statute.

8.5 Survival of Representations. The representations and warranties of Buyer and any other representations and warranties of Buyer contained elsewhere in this Agreement are true and correct on and as of the date of this Agreement, and shall be true and correct on and as of the date of the Closing, and shall survive the Closing for a period of twelve (12) months after the Close of Escrow, without the necessity of a separate written certificate regarding the same.

9. Continued Operation of Property and Termination of Leases.

9.1 Continued Operation; No Further Encumbrances. Seller shall maintain the Property in the condition in which it existed as of the date of this Agreement, normal wear and tear excepted, not commit waste of or on the Property, and operate the Property in a manner consistent with current practices. Prior to the Closing, Seller shall not enter into, create or permit the creation of any lien, encumbrance, agreement or other matter that would constitute an encumbrance on the Property, that would have a material adverse impact on the Property or that will be or purport to be binding on the Property subsequent to the Closing without Buyer's prior written consent.

9.2 Termination of Leases. The Closing is conditioned upon all tenants and all personal property being removed from the Property. Seller shall be responsible for the payment of any termination payment negotiated with any tenant for the early termination of such tenant's Lease. In addition, Seller shall, if necessary, take all legal action necessary to cause all tenants to vacate the Property prior to the Closing Date, including, without limitation, pursuing an unlawful detainer action. Seller's failure to comply with this Section 9.2 shall be a Seller default entitling Buyer to the remedies set forth in Section 11.2.

10. Escrow Closing Obligations.

10.1 Deliveries by Seller to Escrow Holder. Seller hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Buyer:

(a) Grant Deed. The Grant Deed, duly executed and acknowledged by Seller, conveying the Property to Buyer, in the form attached hereto as Exhibit "B";

(b) Blanket Assignment and Bill of Sale. Two (2) counterparts of the Blanket Assignment and Bill of Sale, duly executed by Seller, in the form attached hereto as Exhibit "C";

(c) FIRPTA Affidavit. An Affidavit of Nonforeign Status under the Foreign Investment in Real Property Tax Act of 1980 duly executed by Seller ("**Nonforeign Status Affidavit**");

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(d) California Affidavit. A California Tax Certificate ("**California Tax Certificate**") (the Non-foreign Status Affidavit and the California Tax Certificate referenced in Section 11.1(c) and (d), respectively, are collectively referred to as the "**Seller Affidavits**");

(e) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Company;

(f) Owner's Affidavit/Mechanic's Lien Indemnity. Any Title Company affidavits as may be requested by the Title Company in order to issue the Title Policy, including, without limitation, the Owner's Affidavit and Mechanic's Lien Indemnity; and;

(g) Closing Statement. A Closing Statement acceptable to Seller, executed by Seller.

10.2 Deliveries by Buyer to Escrow Holder. Buyer hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Seller:

(a) Closing Payment. The Closing Payment, together with Buyer's share of any Escrow closing costs and prorations in the amount determined by Escrow Holder, shall be delivered to Escrow Holder by Buyer in cash or other immediately available funds.

(b) Blanket Assignment and Bill of Sale. Two (2) counterparts of the Blanket Assignment and Bill of Sale, duly executed by Buyer, in the form attached hereto as Exhibit "C."

(c) Preliminary Change of Ownership. A preliminary change of ownership report in the current form required by the County (the "**Preliminary Change of Ownership Report**").

(d) Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Company.

(e) Closing Statement. A Closing Statement acceptable to Buyer, executed by Buyer.

10.3 Disbursements and Other Actions by Escrow Holder. Upon the satisfaction of the conditions to Close of Escrow in this Agreement, and when all required funds

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and documents have been deposited into the Escrow, Escrow Holder shall promptly undertake all of the following:

(a) Date, as of the Close of Escrow, all instruments calling for a date;

(b) Cause the Grant Deed for the Property to be recorded in the Official Records of the County;

(c) Submit to the Recorder's Office the Preliminary Change of Ownership Report, concurrently with the submission of the Grant Deed for recordation;

(d) Deduct from the Closing Payment all items chargeable to the account of Seller, if any, pursuant to the Closing Statement approved by Buyer and Seller including, without limitation, the amount of any Monetary Encumbrances to be paid by Seller and Seller's share of any Escrow closing costs and prorations (which amount is referred to as the "**Net Amount**") and upon confirmation of recording of the Grant Deed disburse the Net Amount of the Closing Payment to Seller promptly upon the Close of Escrow;

(e) Cause the Title Policy described in Section 5.2 above to be delivered to Buyer; and

(f) Prepare and file IRS Form 1099-S within the time specified by the Internal Revenue Service.

10.4 Post-Closing Instructions. The instruments described below that are required to be recorded under this Agreement shall provide that the Recorder's Office shall return them to Escrow Holder after recordation, and upon receipt thereof, the Escrow Holder shall deliver the following:

(a) To Seller:

(i) A copy of the Grant Deed as recorded;

(ii) An original of the Blanket Assignment and Bill of Sale; and

(iii) Plain copies of the Seller Affidavits, the Preliminary Change of Ownership Report and the 1099-S Form;

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(b) To Buyer:

(i) The recorded original of the Grant Deed and originals of the Blanket Assignment and Bill of Sale and the Nonforeign Transferor Declaration;

(ii) Plain copies of the Seller Affidavits, the Preliminary Change of Ownership Report and the 1099-S Form.

(c) To Counsel to Seller: Copies of all documents delivered to Seller pursuant to Section 11.4(a) above.

(d) To Counsel to Buyer: Copies of all documents delivered to Buyer pursuant to Sections 11.4(b) above.

11. Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand.

11.1 Charges. If the Close of Escrow fails to occur due to Seller's default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, Buyer shall pay any Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

11.2 Default by Seller. In the event Seller shall default under any of the terms and provisions of this Agreement, Buyer shall have the right, but not the obligation, in addition to any other rights or remedies which it may have at law or in equity, to terminate Buyer's obligations under this Agreement and the Escrow created hereby. In the event of such termination by Buyer: (a) Buyer shall be entitled to the immediate refund of the Deposits and the Extension Payment (if paid) and any other funds deposited by Buyer into Escrow or released to Seller, including all interest earned thereon; and (b) compensation for damages recoverable by Buyer under California law, including, without limitation, due diligence costs and costs of processing the Entitlements. In the alternative, Buyer may pursue any rights or remedies at law or in equity to acquire the Property, including the right to seek specific performance of Seller's obligation to convey the Property to Buyer and any other covenant of Seller in this Agreement. The termination of this Agreement by Buyer pursuant to its rights under this Section shall not relieve Seller of its liability for breach of its obligations hereunder but shall relieve Buyer of all of its obligations under this Agreement from the date of such termination.

11.3 Seller's Liquidated Damages if Buyer Defaults. BUYER AND SELLER AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE SOLELY TO THE DEFAULT OF BUYER, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND SELLER AGREE THAT A

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REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO BUYER'S DEFAULT WOULD BE THE DEPOSITS AND EXTENSION PAYMENT MADE BY BUYER PLUS ANY INTEREST THEREON. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND SELLER DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT, (A) ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER AND (C) SELLER SHALL RETAIN THE DEPOSITS AND EXTENTION PAYMENTS RELEASED TO SELLER, AND ESCROW HOLDER SHALL IMMEDIATELY RELEASE TO SELLER THE PAYMENT DEPOSITED INTO ESCROW BY BUYER AND NOT RELEASED TO SELLER, PLUS ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO THE DEPOSITS AND THE EXTENSION PAYMENT (IF PAID), AND SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389, OR OTHERWISE).

[redacted]

Buyer's Initials Seller's Initials

12. Costs and Prorations.

12.1 Escrow and Other Costs. Buyer and Seller shall each pay one-half (1/2) of Escrow Holder's escrow fees for the Escrow. Seller shall bear the cost of all documentary transfer taxes. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. Title costs shall be allocated in accordance with Section 5.2 of this Agreement. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be shared equally by Buyer and Seller.

12.2 Real Property Taxes and Assessments. All non-delinquent general and special real property taxes, bonds and assessments with respect to the Property shall be prorated through Escrow between Buyer and Seller as of the Closing based upon the latest available tax bills or tax information using customary escrow procedures. To the extent that the applicable tax assessor parcels, or any assessment district or other tax parcels, which have been established as of the Closing include both the Property hereunder and other adjacent real property, then the

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applicable non-delinquent general and special real property taxes, bonds and assessments shall be allocated between the Property hereunder and such other adjacent real property based on acreage.

12.3 Supplemental Real Property Taxes. With respect to any supplemental taxes assessed against the Property pursuant to California Revenue and Taxation Code Section 75, et seq., Buyer shall be responsible for all such supplemental taxes assessed against the Property for any period on, or after the Closing, including, without limitation, any supplemental taxes due to changes in ownership or new construction occurring after the Closing, and Seller shall be responsible for all such supplemental taxes assessed against the Property for any period prior to the Closing.

13. Broker's Commission. Seller and Buyer each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person. Each party agrees to and does hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

14. Risk of Loss; Condemnation.

14.1 Possession; Risk of Loss. Possession shall be given to Buyer at the Close of Escrow, free and clear of any possessory interest whatsoever. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at Close of Escrow.

14.2 Condemnation. If all or any material portion of the Property is taken prior to the Close of Escrow as a result of condemnation (including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain), Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such condemnation action, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, the entire award from the condemning authority shall be the sole property of Buyer as of the Closing, and Seller hereby assigns to Buyer all of Seller's right, title and interest in and to such award. If this Agreement and the Escrow are terminated pursuant to this Section, then Buyer and Seller shall each pay fifty percent (50%) of all Escrow cancellation charges, and the Deposits, the Extension Payment and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, shall be returned to Buyer.

14.3 Earthquake or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed or materially damaged by earthquake, flood, landslide, or other casualty prior to the Closing Date and such damage will adversely impact the development of the Project, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in

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full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder. If this Agreement and the Escrow are terminated by Buyer by written notice delivered to Seller and Escrow Holder during such ten (10) business day period as provided above, then the Deposit and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, less cancellation charges, shall be returned to Buyer.

15. Waiver and Consent. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement, except as otherwise specified in this Agreement.

16. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns.

17. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

18. Miscellaneous.

18.1 Successors and Assigns. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Buyer and Seller.

18.2 Assignment. Buyer may assign its rights under this Agreement without Seller's consent; provided, however, that any assignment of this Agreement by Buyer shall not release Buyer from liability hereunder.

18.3 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement or the Property (an "**Action**"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "**prevailing party**" as used herein includes, without limitation, a party (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief it has sought, or (c) against whom an Action is dismissed (with or without prejudice).

18.4 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the

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person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), (iii) by email or facsimile, or (iv) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth in the Summary Statement. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if hy overnight delivery, (3) on the date of transmission if by email or facsimile if transmitted before 5 p.m. Pacific Time on regular business days (and if transmitted after 5:00 p.m. Pacific Time or on a non-business day, then deemed received on the next succeeding business day), or (4) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. Any counsel designated in the Summary Statement is hereby authorized to give notices hereunder on behalf of its respective client. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the State of California.

18.5 Gender and Name. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

18.6 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

18.7 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

18.8 Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

18.9 Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law.

18.10 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision

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under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

18.11 Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

18.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18.13 Exhibits. All exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

18.14 Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. In the event that the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. As used herein, "**business day**" means any day other than a Saturday, Sunday or a federal or California state holiday. Whenever notice, approval or disapproval must be given to Escrow Holder and Escrow Holder is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Holder is open to take such action.

18.15 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

18.16 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their successors and assigns.

18.17 Agreement Binding Only Upon Execution. The delivery of this Agreement in unexecuted form by Buyer to Seller does not constitute either the agreement of Buyer or an offer by Buyer to purchase the Property upon the terms and conditions set forth herein. This Agreement shall not be binding until it is executed and delivered by both Seller and Buyer.

18.18 1031 Exchange. In the event either party so desires, the parties agree to cooperate with each other in completing the purchase and sale of the Property as part of a tax deferred exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Seller and Buyer agree to execute any and all additional documents as may be reasonably required in connection with such exchange; provided, however, that (a) the successful completion of any such exchange shall not delay the date of the Close of Escrow as provided for herein, (b) neither party shall be required to expend additional consideration or incur additional liabilities to the other party or to third parties as a result of any such exchange, (c) any documents to be executed in connection with any such exchange shall be delivered at least five (5) business days prior to the Close of Escrow, (d) the cooperating party shall not be required to take legal title to any other real property in connection with any such exchange, and (e) the exchanging party shall protect, defend, indemnify and hold the cooperating party free and harmless from and against any

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and all claims, damages, costs and liabilities (including, without limitation, attorneys' fees and costs) arising out of or relating to such exchange.

18.19 Confidentiality. The parties agree that the information set forth herein is intended to be considered entirely private and confidential between the parties executing this Agreement, shall be subject to the attorney-client and work product privileges and shall not be disclosed to third parties, including, without prejudice to the generality any existing tenants without the consent to each party to this transaction; provided, however, that the terms of this Agreement may be disclosed to legal counsel, lenders, partners and other consultants to, and contractors for, said parties for the purposes incidental to this transaction or to the conduct of business by said parties.

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

[redacted]

BJ GHUMAN

[redacted]

TEJPAL SINGH

"Seller"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation, its General Partner

By: [redacted]
Its: Mike Riddlesperger, CFO

By: _____
Its: _____

"Buyer"

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SPOUSAL CONSENT

The undersigned is the spouse of BJ Ghuman, and acknowledges that she/he has read that certain Purchase Agreement and Escrow Instructions, dated as of March 8, 2021 (the "Agreement"), by and between BJ GHUMAN and TEJPAL SINGH, as Seller, and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership, as Buyer, and understands its provisions. The undersigned is aware that by the provisions of the Agreement, she/he and her/his spouse have agreed to sell or transfer all of their rights and interest in and to the Property (as defined in the Agreement) and all easements, rights, privileges and rights of way appurtenant thereto, including any community property interest or quasi-community property interest therein, in accordance with the terms and provisions of the Agreement. The undersigned hereby expressly approves of and agrees to be bound by the provisions of the Agreement in its entirety and agrees not to take any action at any time that might interfere with the transactions contemplated by the Agreement.

Dated: March 8, 2021

By: [redacted]
Print Name: Neera K Ghuman

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ACCEPTANCE BY ESCROW HOLDER

First American Title Company, agrees to (a) accept the foregoing Purchase Agreement and Escrow Instructions between **BJ GHUMAN** and **TEJPAL SINGH**, together, as Seller, and **PROVIDENT LAND ASSOCIATES I, L.P.,** a California limited partnership, as Buyer (the "**Agreement**"), (b) be Escrow Holder under the Agreement, (c) be bound by the Agreement in the performance of its duties as Escrow Holder, and (d) certify that the date of Opening of Escrow pursuant to Section 3.1 of this Agreement is March 26, 2021, and the Escrow No. is 6502729.

FIRST AMERICAN TITLE COMPANY

By: [redacted]
Jeanne Hovic

"Escrow Holder"

Date: March 26, 2021

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Exhibit "A"

Legal Description

A.P.N.:

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

PARCEL NO. 1:

LOTS, A, B, C AND THE NORTHWESTERLY ONE-HALF OF LOT D; LOTS 1 TO 16, INCLUSIVE, LOT 51, ALL IN TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED MARCH 23, 1950 IN BOOK 2550, PAGE 145, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED JUNE 11, 1954 IN BOOK 3401, PAGE 2550, PAGE 202 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LOTS 10, 11, 12 AND C, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", SAID TRACT NO. 2290, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF HILLCREST AVENUE; 30.00 FEET WIDE, AND THE SOUTHWESTERLY LINE OF LOT 50, SAID TRACT 2290, AS SHOWN ON SAID MAP; THENCE SOUTH 19° 29' 00" EAST 182.63 FEET ALONG THE NORTHEASTERLY LINE OF LOTS "A" AND "C", SAID TRACT NO. 2290; THENCE SOUTH 23° 54' 00" EAST, 65.37 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT "C" TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 66° 06' 00" WEST, 74.00 FEET AT RIGHT ANGLES WITH SAID NORTHEASTERLY LINE OF LOT "C", THENCE SOUTH 37° 01' 56" EAST 61.62 FEET; THENCE NORTH 66° 06' 00" EAST 60.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT "C"; THENCE NORTH 23° 54' 00" WEST 60.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID LOT 51, LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWEST LINE OF LOT 34 OF SAID TRACT.

PARCEL NO. 2:

ALL THAT PORTION OF LOT 50, TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE NORTHEASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE SOUTHEASTERLY 10.00 FEET OF LOT "E", SAID TRACT NO. 2290.

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PARCEL NO. 3:

A PORTION OF LOT 16 AND A PORTION OF LOT 51, (SCOTT AVENUE), TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , SAID PORTIONS BEING A PART OF THAT PROPERTY DEEDED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORDED MARCH 29, 1950, AS TRACT NO. 13, IN OFFICIAL RECORDS , BOOK 2550, PAGE 145, RECORDS OF SAID COUNTY, SAID PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 16, WHICH POINT IS NORTH 89° 17' 33" WEST 47.83 FEET FROM THE NORTHEAST CORNER OF SAID LOT 16; THENCE SDUTH 89° 17' 33" EAST, ALONG SAID NORTH LINE 47.83 FEET TO SAID NORTHEAST CORNER; THENCE SOUTH 39° 19' 19" EAST 61.95 FEET TO AN ANGLE POINT IN SAID LOT 51; THENCE SOUTH 49° 54' 09" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 51, 99.01 FEET; THE ABOVE DESCRIBED COURSES BEING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 55° 24' 36" WEST 197.77 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF LOT 51, (SCOTT AVENUE), TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTIONS BEING A PART OF THAT PROPERTY DEEDED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORDED MARCH 29, 1950 AS TRACT NO. 13 IN OFFICIAL RECORDS, BOOK 2250, PAGE 145 OF RECORDS OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 9 OF SAID TRACT NO. 2290; THENCE SOUTH 49° 57' EAST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOTS 9 TO 13, INCLUSIVE AND LOT "D" OF SAID TRACT NO. 2290, 240 FEET TO THE MOST SOUTHERLY CORNER OF THE NORTHWESTERLY ONE-HALF OF LOT "D" OF SAID TRACT NO. 2290; THENCE SOUTH 40° WEST, 40 FEET TO THE MOST EASTERLY CORNER OF LOT 30 OF SAID TRACT NO. 2290; THENCE NORTH 38° 11' 02" WEST 122.60 FEET; THENCE NORTH 42° 49' 33" WEST 120.95 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF LOTS 10, 11, 12 AND "C", TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", SAID TRACT 2290, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF HILLCREST AVENUE, 30.00 FEET WIDE AND THE SOUTHWESTERLY LINE OF SAID LOT 50, TRACT NO. 2290, AS SHOWN ON SAID MAP; THENCE SOUTH 19° 28' 00" EAST 182.63 FEET ALONG THE NORTHEASTERLY LINE OF LOTS "A" AND "C", SAID TRACT 2290; THENCE SOUTH 23° 54' 00" EAST 65.37 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT "C" TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 66° 06' 00" WEST 74.00 FEET AT RIGHT ANGLES WITH SAID NORTHEASTERLY LINE OF LOT "C"; THENCE SOUTH 37° 01' 56" EAST 61.62 FEET; THENCE NORTH 66° 06' 00" EAST 60.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT "C", THENCE NORTH 23° 54' 00" WEST 60.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 6:

LOTS 96, 97, 98, 99, 100, 101 AND 102, AS SHOWN ON THE MAP OF PLAN OF LOTS ON COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN

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BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN TRACT NO. 2397, DE SIENNA MISSION TRACT, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY. ALSO EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN MC DONALD HOT SPRINGS SUBDIVISION TRACT NO. 2290, AS PER PLAT RECORDED IN BOOK 33 OF MAPS, PAGES 26 AND 27, RECORDS OF SAID COUNTY.

PARCEL NO. 7:

LOTS 93 AND 94, AS SHOWN ON MAP OF PLAN OF LOTS IN COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

PARCEL NO. 8:

LOTS 1, 2, 3, 4 AND "E", BLOCK "A", TRACT NO. 2397, DE SIENNA MISSION TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 9:

LOT 1, BLOCK "C", AND LOTS 1 AND 2, BLOCK "B", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF DE SIENNA DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 10:

LOT 92, FAIRVIEW SURVEY, ALSO KNOWN AS FAIRVIEW COBURN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY.

NOTE: SAID LAND IS ALSO RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT LYING IN TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

PARCEL NO. 11:

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ALL THAT PORTION OF LOT 30, BLOCK 54, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF COLTON AVENUE, AS SHOWN ON MAP OF FAIRVIEW (SO-CALLED) 14.00 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 102 OF SAID MAP OF FAIRVIEW; THENCE NORTH 24 1/4 DEG. WEST TO THE NORTHWESTERLY LINE COBURN LOTS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 2, BLOCK "B", TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY; AND THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID SOUTH LINE TO SAID PROLONGATION; THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 12:

ALL THAT PORTION OF LOT 30, BLOCK 54, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF COLTON AVENUE AS SHOWN ON MAP OF FAIRVIEW (SO-CALLED), 14.00 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 102 OF SAID MAP OF FAIRVIEW; THENCE NORTH 24 1/4 DEG. WEST TO THE NORTHWESTERLY LINE OF COBURN LOTS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 24 1/4 DEG. WEST TO THE SOUTHEASTERLY LINE OF LOT "E", TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND ITS NORTHEASTERLY PROLONGATION TO THE SAID LAST MENTIONED NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 13:

LOT 9S AS SHOWN ON MAP OF PLAN OF LOTS IN COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

PARCEL NO. 14:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND LANDSCAPING AND INCIDENTAL PURPOSES OVER AND ACROSS THE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 3 TO 11, INCLUSIVE, BLOCK "B" AND LOTS 2 TO 18, INCLUSIVE, BLOCK "C", TRACT NO. 2397, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO PLAT THEREOF RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE CLOSED ADJACENT TO

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SAID LOTS AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS.

TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO, AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OFFICIAL RECORDS OF SAID COUNTY.

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EXHIBIT "B"

GRANT DEED

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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

Provident Land Associates I, L.P.
3090 Pullman Street
Costa Mesa, California 92626
Attention: Joel P. Kew

I HEREBY DECLARE THAT THE DOCUMENTARY TRANSFER TAX IS $_____.

THE TAX IS COMPUTED ON:

_____ FULL VALUE OF PROPERTY CONVEYED

_____ FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **BJ GHUMAN** and **TEJPAL SINGH** ("**Grantor**"), grants **WARMINGTON RESIDENTIAL CALIFORNIA, INC.**, a California corporation ("**Grantee**") the following described real property ("**Property**") in the City of San Bernardino, County of San Bernardino, State of California described in Exhibit "A" attached hereto and by this reference made a part hereof and all fixtures and improvements affixed to or located on the Property and all easements, rights, privileges, tenements and rights of way appurtenant thereto.

SUBJECT TO:

1. All real property taxes, bonds and assessments.

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, easements and other matters of record.

Dated: _____, 2021

"Grantor"

_____
BJ GHUMAN

_____
TEJPAL SINGH

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

(Seal)

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EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

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EXHIBIT "C"

BLANKET ASSIGNMENT AND BILL OF SALE

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BLANKET ASSIGNMENT AND BILL OF SALE

THIS BLANKET ASSIGNMENT AND BILL OF SALE ("**Assignment and Bill of Sale**") is made and entered into as of the ____ day of _____, 2021, by and between **BJ GHUMAN** and **TEJPAL SINGH** ("**Seller**"), and **PROVIDENT LAND ASSOCIATES I, L.P.**, a California limited partnership ("**Buyer**") and effective as of the closing date of the sale of the Property described in Exhibit 1 attached hereto pursuant to that certain Purchase Agreement and Escrow Instructions, dated March ___, 2021.

Seller does hereby give, grant, bargain, sell, transfer, assign, convey and deliver to Buyer all of Seller's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, operation, entitlement, development or enjoyment of the Property, including, without limitation: (i) all governmental licenses, permits, entitlements, building permit allocations, subdivision maps, prepaid permits and fees and deposits and any other development rights relating to the development of Property (collectively, "**Licenses and Permits**"); (ii) all architectural plans, improvement plans and other plans, specifications, surveys, maps, drawings and other renderings relating to the Property and all engineering, soils, seismic and geological reports, studies and certificates and other documents relating to the Property ("**Plans and Reports**"); (iii) all warranties, indemnities, guaranties, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby, including, without limitation, those warranties and guaranties provided by consultants and/or contractors for work previously performed on the Property (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property now existing or obtained by Buyer or Seller prior to the Close of Escrow (collectively, the "**Personal Property**").

Seller represents it has not transferred, conveyed or hypothecated any interest in the Personal Property to be conveyed by this Assignment and Bill of Sale to any other party. Buyer hereby accepts the foregoing assignment in accordance with the terms and conditions of the Purchase Agreement.

End of Text; Signatures on following page

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Bill of Sale as of the day and year first above written.

_____

BJ GHUMAN

_____

TEJPAL SINGH

"Seller"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation, its General Partner

By: _____
Its: _____

By: _____
Its: _____

"Buyer"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

EXHIBIT "D"

MEMORANDUM OF AGREEMENT

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Provident Land Associates I, L.P.
3090 Pullman Street
Costa Mesa, California 92626
Attention: Joel P. Kew

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement ("**Memorandum**") is made and entered into as of October 1, 2020, by and between **BJ GHUMAN** and **TEJPAL SINGH** ("**Seller**"), and **PROVIDENT LAND ASSOCIATES I, L.P.**, a California limited partnership ("**Buyer**"), who agree as follows:

Seller is the owner of that certain real property in City of San Bernardino, County of San Bernardino, State of California, more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference (**"Property"**).

Pursuant to the provisions and conditions of that certain Purchase Agreement and Escrow Instructions, dated March ___, 2021, (the "**Purchase Agreement**"), the provisions and conditions of which are hereby incorporated herein by this reference, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Purchase Agreement. Capitalized terms used herein but not otherwise defined shall have the meaning given such terms in the Purchase Agreement.

This Memorandum is being recorded to give notice to the public that the Property is subject to the provisions and conditions of the Purchase Agreement. Pursuant to certain terms and conditions in the Purchase Agreement, Seller has certain obligations to return the Deposit to Buyer. In order to secure Seller's obligation to return the Deposit and the Extension Payments, if paid, to Buyer in accordance with the Purchase Agreement, Seller hereby grants to Buyer a lien against the Property with the power of sale pursuant to Sections 2881 and 2884 of the California Civil Code, and this Memorandum shall constitute notice of such lien. If Seller fails to return the Deposit and, if applicable, the Extension Payments to Buyer in accordance with the Purchase Agreement, Buyer shall have the right to pursue all remedies allowed by law, including but not limited to sale under power of sale (which power is hereby granted), judicial foreclosure or any manner allowed by law.

This Memorandum shall be deemed automatically terminated and of no further force or effect (without the necessity of recording any further instrument reflecting such termination) upon the date of recording a deed from Seller to Buyer or to Buyer's assignee.

This document may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

In the event of any conflict between this Memorandum and the Purchase Agreement, the provisions and conditions of the Purchase Agreement shall prevail.

End of Text; signatures on following page

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

_____

BJ GHUMAN

_____

TEJPAL SINGH

"Seller"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: _____
Its: _____

"Buyer"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

(Seal)

Notary Public

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

EXHIBIT 1 TO MEMORANDUM OF AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

EXHIBIT "E"

QUITCLAIM DEED

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

[address]
Attn: BJ GHUMAN
TEJPAL SINGH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX: $0.00. Consideration and value is less than $100. R&T 11911.

QUITCLAIM DEED AND TERMINATION OF MEMORANDUM OF PURCHASE AGREEMENT

PROVIDENT LAND ASSOCIATES, I, L.P., a California limited partnership ("**Grantor**"), as Buyer, and **BJ GHUMAN** and **TEJPAL SINGH** ("**Grantee**"), as Seller, entered into that certain Purchase Agreement and Escrow Instructions dated as of March ___, 2021, as the same has been amended from time to time (the "**Agreement**") affecting that certain real property located in the City of San Bernardino, County of San Bernardino, State of California being more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Property**").

Grantor and Grantee recorded that certain Memorandum of Purchase Agreement and Escrow Instructions on _____ _____, as Instrument No._____ in Official Records of San Bernardino County (the "**Memoranda**") memorializing the existence of the Agreement.

Grantor and Grantee have terminated the Agreement and desire that this Quitclaim Deed be executed and recorded in order to terminate the Memorandum, to evidence the termination of the Agreement, and to evidence Grantor's surrender of all rights related to the Property.

NOW THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Grantor and Grantee acknowledge and agree that the Agreement has terminated, and Grantor does remise, release, and forever quitclaim to Grantee, all right, title, and interest Grantor has in the Property described in the attached **Exhibit 1,** including without limitation any right, title, and interest conferred to, or reserved for, Grantor in the Memoranda.

[The signatures are on the following page.]

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

IN WITNESS WHEREOF, Grantor and Grantee have caused this Quitclaim Deed and Termination of Memorandum of Purchase Agreement to be executed as of the ____ day of _____ 2021.

_____

BJ GHUMAN

_____

TEJPAL SINGH

"Grantee"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
it General Partner

By: _____
Its: _____

"Grantor"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

(Seal)

Notary Public

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

EXHIBIT 1 TO QUITCLAIM DEED AND TERMINATION OF MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

EXHIBIT "F"

AUTHORIZATION TO PROCESS ENTITLEMENTS

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: FB905C16-035B-4685-A73D-F7338589C037

AUTHORIZATION TO PROCESS ENTITLEMENTS

W. Inland Center Drive
San Bernardino, CA 92410

The undersigned is the Owner of the above-referenced real property in the City of San Bernardino in the County of San Bernardino California (the "Property"). Provident Land Associates I, L.P. ("Buyer") is under contract to acquire the Property from Owner and in connection with such acquisition is seeking land use approvals for residential development of the Property.

Owner hereby grants to Warmington Residential California, Inc., an affiliate of Buyer, its engineers, architects and other consultants (collectively, "Warmington") the right to process, at Warmington's sole cost and expense, all entitlements for a residential project which are required by the City and any other governmental authorities having jurisdiction over the Property, including, without limitation, any general plan amendment, zone change, subdivision maps, site plans, CEQA certifications, subdivision improvement plans, architectural plans and other permits, approvals and plans required to develop the residential project. Owner also grants to Warmington the right to execute on behalf of Owner all applications and other documents required to process the entitlements.

Dated: _____, 2021

_____
BJ GHUMAN

_____
TEJPAL SINGH

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

[redacted]

FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of May 1, 2021, by and between BJ GHUMAN and TEJPAL SINGH (together, "**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**") with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of March 8, 2021 (the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Extension of Decision Date. Section 5 of the Summary Statement and Section 4 of the Agreement are hereby amended to extend the Decision Date to the date which is one hundred fifty (150) days after the Effective Date which date is August 23, 2021.

2. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

3. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

"Seller"

[redacted]

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: [redacted]
7DC7D681E67841D...
Its: Mike Riddlesperger, CFO

By: _____
Its: _____

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of August 23, 2021, by and between BJ GHUMAN and TEJPAL SINGH (together, "**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**") with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of March 8, 2021, as amended by the First Amendment to Purchase Agreement and Escrow Instructions, dated as of May 1, 2021 (as amended, the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Extension of Decision Date. Section 5 of the Summary Statement and Section 4 of the Agreement are hereby amended to extend the Decision Date to Thursday, September 30, 2021.

2. Legal Description of the Land. Exhibit "A" to the Purchase Agreement is hereby amended to include a legal description of the Land as set forth on Exhibit "A" hereto.

3. Condition of the Property. Notwithstanding the provisions of Section 5.2(c) of the Agreement, Seller shall not be responsible for removing prior to or after the Close of Escrow any dirt, rock and/or trash located on the Property.

4. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

5. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

6. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

"Seller"

[redacted]

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: [redacted]
Its: Mike Riddlesperger, CFO

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

Exhibit "A"
to this Amendment and to the Purchase Agreement

Real property in the City of San Bernardino, County of San Bernardino, State of California described as follows:

PARCEL NO. 1:

LOTS, A, B, C AND THE NORTHWESTERLY ONE-HALF OF LOT D; LOTS 1 TO 16, INCLUSIVE, LOT 51, ALL IN TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED MARCH 23, 1950 IN BOOK 2550, PAGE 145, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED JUNE 11, 1954 IN BOOK 3401, PAGE 2550, PAGE 202 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LOTS 10, 11, 12 AND C, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", SAID TRACT NO. 2290, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF HILLCREST AVENUE; 30.00 FEET WIDE, AND THE SOUTHWESTERLY LINE OF LOT 50, SAID TRACT 2290, AS SHOWN ON SAID MAP; THENCE SOUTH 19° 29' 00" EAST 182.63 FEET ALONG THE NORTHEASTERLY LINE OF LOTS "A" AND "C", SAID TRACT NO. 2290; THENCE SOUTH 23° 54' 00" EAST, 65.37 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT "C" TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 66° 06' 00" WEST, 74.00 FEET AT RIGHT ANGLES WITH SAID NORTHEASTERLY LINE OF LOT "C", THENCE SOUTH 37° 01' 56" EAST 61.62 FEET; THENCE NORTH 66° 06' 00" EAST 60.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT "C"; THENCE NORTH 23° 54' 00" WEST 60.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION OF SAID LOT 51, LYING SOUTHWESTERLY OF THE NORTHWESTERLY PROLONGATION OF THE SOUTHWEST LINE OF LOT 34 OF SAID TRACT.

PARCEL NO. 2:

ALL THAT PORTION OF LOT 50, TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHWESTERLY OF THE NORTHEASTERLY PROLONGATION OF

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

THE NORTHERLY LINE OF THE SOUTHEASTERLY 10.00 FEET OF LOT "E", SAID TRACT NO. 2290.

PARCEL NO. 3:

A PORTION OF LOT 16 AND A PORTION OF LOT 51, (SCOTT AVENUE), TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY , SAID PORTIONS BEING A PART OF THAT PROPERTY DEEDED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORDED MARCH 29, 1950, AS TRACT NO. 13, IN OFFICIAL RECORDS , BOOK 2550, PAGE 145, RECORDS OF SAID COUNTY, SAID PORTIONS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 16, WHICH POINT IS NORTH 89° 17' 33" WEST 47.83 FEET FROM THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89° 17' 33" EAST, ALONG SAID NORTH LINE 47.83 FEET TO SAID NORTHEAST CORNER; THENCE SOUTH 39° 19' 19" EAST 61.95 FEET TO AN ANGLE POINT IN SAID LOT 51; THENCE SOUTH 49° 54' 09" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 51, 99.01 FEET; THE ABOVE DESCRIBED COURSES BEING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PROPERTY; THENCE NORTH 55° 24' 36" WEST 197.77 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF LOT 51, (SCOTT AVENUE), TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33, PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTIONS BEING A PART OF THAT PROPERTY DEEDED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORDED MARCH 29, 1950 AS TRACT NO. 13 IN OFFICIAL RECORDS, BOOK 2250, PAGE 145 OF RECORDS OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 9 OF SAID TRACT NO. 2290; THENCE SOUTH 49° 57' EAST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID LOTS 9 TO 13, INCLUSIVE AND LOT "D" OF SAID TRACT NO. 2290, 240 FEET TO THE MOST SOUTHERLY CORNER OF THE NORTHWESTERLY ONE-HALF OF LOT "D" OF SAID TRACT NO. 2290; THENCE SOUTH 40° WEST, 40 FEET TO THE MOST EASTERLY CORNER OF LOT 30 OF SAID TRACT NO. 2290; THENCE NORTH 38° 11' 02" WEST 122.60 FEET; THENCE NORTH 42° 49' 33" WEST 120.95 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF LOTS 10, 11, 12 AND "C", TRACT NO. 2290, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33,

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", SAID TRACT 2290, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF HILLCREST AVENUE, 30.00 FEET WIDE AND THE SOUTHWESTERLY LINE OF SAID LOT 50, TRACT NO. 2290, AS SHOWN ON SAID MAP; THENCE SOUTH 19° 28' 00" EAST 182.63 FEET ALONG THE NORTHEASTERLY LINE OF LOTS "A" AND "C", SAID TRACT 2290; THENCE SOUTH 23° 54' 00" EAST 65.37 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT "C" TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, SOUTH 66° 06' 00" WEST 74.00 FEET AT RIGHT ANGLES WITH SAID NORTHEASTERLY LINE OF LOT "C"; THENCE SOUTH 37° 01' 56" EAST 61.62 FEET; THENCE NORTH 66° 06' 00" EAST 60.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT "C", THENCE NORTH 23° 54' 00" WEST 60.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 6:

LOTS 96, 97, 98, 99, 100, 101 AND 102, AS SHOWN ON THE MAP OF PLAN OF LOTS ON COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN TRACT NO. 2397, DE SIENNA MISSION TRACT, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM ANY PORTION INCLUDED WITHIN MC DONALD HOT SPRINGS SUBDIVISION TRACT NO. 2290, AS PER PLAT RECORDED IN BOOK 33 OF MAPS, PAGES 26 AND 27, RECORDS OF SAID COUNTY.

PARCEL NO. 7:

LOTS 93 AND 94, AS SHOWN ON MAP OF PLAN OF LOTS IN COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

PARCEL NO. 8:

LOTS 1, 2, 3, 4 AND "E", BLOCK "A", TRACT NO. 2397, DE SIENNA MISSION TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 9:

LOT 1, BLOCK "C", AND LOTS 1 AND 2, BLOCK "B", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF DE SIENNA DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 10:

LOT 92, FAIRVIEW SURVEY, ALSO KNOWN AS FAIRVIEW COBURN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY.

NOTE: SAID LAND IS ALSO RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT LYING IN TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

PARCEL NO. 11:

ALL THAT PORTION OF LOT 30, BLOCK 54, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF COLTON AVENUE, AS SHOWN ON MAP OF FAIRVIEW (SO-CALLED) 14.00 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 102 OF SAID MAP OF FAIRVIEW; THENCE NORTH 24 1/4 DEG. WEST TO THE NORTHWESTERLY LINE COBURN LOTS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 2, BLOCK "B", TRACT NO. 2397, AS PER

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PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY; AND THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE WESTERLY ALONG SAID SOUTH LINE TO SAID PROLONGATION; THENCE SOUTHERLY ALONG SAID PROLONGATION TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF BUNKER HILL DRIVE ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 31, 1981, INSTRUMENT NO. 81-054443, OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID PROPERTY.

PARCEL NO. 12:

ALL THAT PORTION OF LOT 30, BLOCK 54, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHWESTERLY LINE OF COLTON AVENUE AS SHOWN ON MAP OF FAIRVIEW (SO-CALLED), 14.00 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF LOT 102 OF SAID MAP OF FAIRVIEW; THENCE NORTH 24 1/4 DEG. WEST TO THE NORTHWESTERLY LINE OF COBURN LOTS, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 24 1/4 DEG. WEST TO THE SOUTHEASTERLY LINE OF LOT "E", TRACT NO. 2397, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGE 29, RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE AND ITS NORTHEASTERLY PROLONGATION TO THE SAID LAST MENTIONED NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 13:

LOT 95 AS SHOWN ON MAP OF PLAN OF LOTS IN COLTON AVENUE BELONGING TO JAMES M. COBURN, COMMONLY KNOWN AS FAIRVIEW, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 1 OF MAPS, PAGE 43, RECORDS OF SAID COUNTY, AND AMENDED MAP THEREOF RECORDED IN BOOK 7 OF MAPS, PAGE 20, RECORDS OF SAID COUNTY.

PARCEL NO. 14:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND LANDSCAPING AND INCIDENTAL PURPOSES OVER AND ACROSS THE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 3 TO 11, INCLUSIVE, BLOCK "B" AND LOTS 2 TO 18, INCLUSIVE, BLOCK "C", TRACT NO. 2397, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN

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BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO PLAT THEREOF RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE CLOSED ADJACENT TO SAID LOTS AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS.

TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO, AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OFFICIAL RECORDS OF SAID COUNTY.

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THIRD AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS THIRD AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of August ____, 2022, by and between BJ GHUMAN and TEJPAL SINGH (together, "**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**") with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of March 8, 2021, as amended by the First Amendment to Purchase Agreement and Escrow Instructions, dated as of May 1, 2021, as further amended by the Second Amendment to Purchase agreement and Escrow Instructions, dated as of August 23, 2021 (as amended, the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Purchase Price Increase. The Purchase Price referenced in Item 7 of the Summary Statement and Section 2 of the Agreement is hereby increased by [redacted] to [redacted].

2. Extension of Closing Date. The references to "twelve (12)" in Item 8 of the Summary Statement and Section 3.2 of the Agreement are hereby deleted and replaced with "twenty-four (24)." With these modifications, the Closing Date is hereby extended by twelve (12) months.

3. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

4. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

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IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

"Seller"

[redacted]

TEJPAL SINGH

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: [redacted]
Its: Michael Riddlesperger, CFO

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EXHIBIT “B-2”

RIVERWALK 2 CONTRACT

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

BETWEEN

EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company

SELLER

AND

PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership

BUYER

FOR THE PURCHASE AND SALE OF

4.25 Acres at 990 Inland Center Drive
City and County of San Bernardino, California
APN: 0141-171-26-0000

MAY 19, 2021

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TABLE OF EXHIBITS

A - LEGAL DESCRIPTION

B - GRANT DEED

C - BLANKET ASSIGNMENT AND BILL OF SALE

D - MEMORANDUM OF AGREEMENT

E - QUITCLAIM DEED

F - SPECIAL AUTHORIZATION TO PROCESS ENTITLEMENTS

G - PROVISIONS GOVERNING ONGOING OPERATION OF RADIO STATION

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SUMMARY STATEMENT

This Summary Statement is attached to that certain Purchase Agreement and Escrow Instructions by and between Seller and Buyer referenced below and is for reference purposes only except for the addresses for notices set forth in items 9 through 11, which addresses are incorporated into the Purchase Agreement as if fully set forth therein. If there is any conflict between this Summary Statement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

1.	Effective Date of Purchase Agreement (which shall also be the Opening of Escrow):	May 21, 2021 [Escrow Holder to complete date pursuant to Section 3.1]
2.	Seller:	EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company
3.	Buyer:	PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership
4.	Property Description:	990 W. Inland Center Dr., City and County of San Bernardino, California
5.	Decision Date:	Ninety (90) days after the Effective Date
6.	Deposits:	First Deposit: [redacted] within five (5) business days following the Opening of Escrow Second Deposit: [redacted] within five (5) business days after the Decision Date The deposits are applicable to the Purchase Price.
7.	Purchase Price:	[redacted]

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8.	Close of Escrow:	Not later than twelve (12) months after the Decision Date plus extensions Extension: three (3) thirty (30)-day extensions for [redacted] each (applicable to Purchase Price)
	Buyer's Address for Notices:	Warmington Residential California, Inc. 3090 Pullman Street Costa Mesa, California 92626 Attention: Matt Tingler and Jay Deckard Telephone: (714) 434-4324 Email: mtingler@warmingtongroup.com and jay@warmingtongroup.com
	With a copy to:	Ross, Wersching & Wolcott LLP 3151 Airway Avenue, Building S-1 Costa Mesa, California 92626 Attention: Cynthia M. Wolcott and Elizabeth T. Hall Telephone: (714) 444-3900 email: cwolcott@rossllp.com and ehall@rossllp.com
10.	Seller's Address for Notices:	EGA Investments II, LLC 855 Aviation Drive, Suite 200 Camarillo, California 93010 Attn: Brian J. Counsil Telephone: (805) 389-9302 email:bcounsil@sunairjets.com And to: Hainted Rock II, LLC 1407 Ponte Vedra Blvd. Ponte Vedra Beach, FL 32082 Telephone: _(336) 399-6335 Email: stuart@truthtalklive.com

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	With a copy to:	Stowell, Zeilenga, Ruth, Vaughn, Treiger, LLP 4590 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362 Attn: James D. Vaughn, Esq. Telephone: (805) 446-1496 Email: jvaughn@szrlaw.com
11.	Escrow Holder's and Title Company's Address for Notices:	Escrow: First American Title Company 18500 Von Karman, Suite 600 Irvine, California 92612 Escrow Officer: Jeanne Gould Escrow No 6556810 Telephone: (949) 885-2405 Email: jagould@firstam.com Title: First American Title Company 1250 Corona Pointe Court, Suite 201 Corona, California 92879 Title Officer: Hugo Tello Order No. NHSC 6556810 Telephone: (951) 256-5883 Email: htello@firstam.com

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of May 19, 2021 and constitutes an agreement by which EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company (together, "**Seller**") agree to sell, and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**"), agrees to purchase certain real property ("**Property**") in the City of San Bernardino ("**City**"), County of San Bernardino ("**County**"), State of California, more particularly described in Exhibit "A" attached hereto. As used herein, the term "**Property**" includes:

(a) A fee simple interest in the land described on Exhibit "A" (the "**Land**") and all easements, rights, privileges, tenements and rights of way appurtenant thereto;

(b) All buildings, structures, and improvements located on the Land (the "**Improvements**");

(c) Seller's right, title and interest in all assets, rights, materials and other personal property used, owned or held in connection with the use, operation, entitlement, development or enjoyment of the Property, including, without limitation, Seller's right, title and interest in: (i) all governmental licenses, permits, entitlements, building permit allocations, subdivision maps, prepaid permits and fees and deposits and any other development rights relating to the development of Property (collectively, "**Licenses and Permits**"); (ii) all architectural plans, improvement plans and other plans, specifications, surveys, maps, drawings and other renderings relating to the Property and all engineering, soils, seismic and geological reports, studies and certificates and other documents relating to the Property ("**Plans and Reports**"); (iii) all warranties, indemnities, guaranties, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby, including, without limitation, those warranties and guaranties provided by consultants and/or contractors for work previously performed on the Property (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property now existing or obtained by Buyer or Seller prior to the Close of Escrow (collectively, the "**Personal Property**"). Seller's interest in the Personal Property shall be conveyed by Seller to Buyer upon the Close of Escrow pursuant to the Blanket Assignment and Bill of Sale attached hereto as Exhibit "C". Personal Property shall not include personal property used by Seller, or its lessees or permittees, in connection with the operation of the radio station on the Property which Seller shall have the right, but not the obligation, to remove on or prior to the Closing.

This Agreement also constitutes escrow instructions of Buyer and Seller to First American Title Company ("**Escrow Holder**").

NOW, THEREFORE, Buyer and Seller agree, and Escrow Holder is instructed, as follows:

1. Purchase and Sale. Upon all of the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property.

2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be [redacted] The Purchase Price shall be payable as follows:

2.1 First Deposit. Within five (5) business days after the Opening of Escrow, Buyer shall deposit into Escrow the sum of [redacted] in cash or other immediately available funds (the "**First Deposit**"). [redacted] of the First Deposit (the "**Independent Consideration**") has been bargained for and agreed to as consideration for the execution of this Agreement by Seller and for Buyer's rights to conduct investigations during the Feasibility Period. The Independent Consideration shall be released to Seller within one (1) business day after the First Deposit is delivered to Escrow by Buyer and shall thereafter be nonrefundable to Buyer except in the event this Agreement is terminated due to Seller's default. The balance of the First Deposit shall remain fully refundable to Buyer upon Buyer's unilateral instructions to Escrow and without Seller's consent required until Buyer's delivery to Seller of the Approval Notice (defined in Section 4 below). Upon Buyer's delivery of the Approval Notice, the First Deposit (i) shall be deemed earned by Seller and nonrefundable, except if this Agreement is terminated due to Seller's default or a failure of a condition to Closing or as otherwise expressly provided herein and (ii) subject to Section 2.3 below, released to Seller. If Buyer fails to timely deposit the First Deposit into Escrow, then Seller shall have the right to terminate this Agreement and both Buyer and Seller shall be relieved of all further obligations and liabilities under this Agreement, except for the Surviving Obligations (as hereinafter defined), which shall survive any such termination.

2.2 Second Deposit. Within five (5) business days after the Decision Date and provided that Buyer has delivered the Approval Notice to Seller and Escrow Holder pursuant to Section 4 below, Buyer shall deposit into Escrow the additional sum of [redacted] in cash or other immediately available funds (the "**Second Deposit**"), and thereafter, the Second Deposit shall be deemed earned by Seller and nonrefundable, except if this Agreement is terminated due to Seller's default or a failure of a condition to Closing or as otherwise expressly provided herein. The First Deposit, the Second Deposit and the Extension Payments (if made) are herein referred to as the "**Deposits**."

2.3 Memorandum of Agreement. Concurrently with the execution of this Agreement, Seller and Buyer shall execute, acknowledge and deliver to Escrow Holder a recordable Memorandum of Agreement (the "**Memorandum**") in the form attached hereto as Exhibit "D". Upon receipt of the Approval Notice showing a copy as being delivered concurrently to Seller, and upon timely receipt of the Second Deposit, Escrow Holder is irrevocably instructed to (i) insert the date of delivery of the Notice of Approval in the preamble of the Memorandum and (ii) record the Memorandum in the Official Records of the County. Escrow Holder shall not release any portion of the Deposits to Seller until the Memorandum has been recorded. In addition, Seller and Buyer shall execute, acknowledge and cause to be delivered to Escrow Holder a Quitclaim Deed and Termination of Memorandum of Agreement in the form of Exhibit "E" attached hereto and incorporated herein by this reference (the "**Quitclaim**"), which must be received by Escrow Holder in recordable form before the Memorandum may be recorded.

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Escrow Holder is hereby instructed to record the Quitclaim upon the termination of this Agreement for any reason; provided, however, if Buyer is entitled pursuant to this Agreement to the return of the Deposits upon such termination, Escrow shall not record the Quitclaim until the Deposits (less the Independent Consideration) is returned to Buyer.

2.4 Investment of Deposits. Escrow Holder shall place the Deposits and any other funds deposited by Buyer into Escrow in a federally-insured interest bearing account having no penalty for early withdrawal at a financial institution acceptable to Buyer. Interest earned in such account shall be credited to the account of Buyer and if paid to Seller shall be credited against the Purchase Price at the Closing.

2.5 Payment of Balance of Purchase Price. On or prior to the Close of Escrow, Buyer shall deliver to Escrow, by a confirmed Federal Reserve wire transfer of funds, a cash payment (the "**Closing Payment**") equal to the amount of the Purchase Price less the amount of the Deposits (including the Extension Payments), together with Escrow Holder's estimate of Buyer's share of closing costs, prorations and charges payable pursuant to this Agreement. The Purchase Price, less the Deposits and Extension Payments, if any, released to Seller during the Escrow, shall be paid to Seller at the Closing.

3. Escrow

3.1 Opening of Escrow. Upon execution of this Agreement by both Buyer and Seller, the parties shall deliver executed electronic counterparts of this Agreement to Escrow Holder. For purposes of this Agreement the escrow ("**Escrow**") shall be deemed opened upon the date Escrow Holder shall have received executed electronic counterparts of this Agreement from both Buyer and Seller (the "**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller in writing of the date of the Opening of Escrow which date shall also be the "**Effective Date**" of this Agreement. In addition, Escrow Holder is hereby instructed to insert the date of the Opening of Escrow in Item 1 of the Summary Statement and to complete and sign the Acceptance by Escrow Holder page of this Agreement. Escrow Holder shall deliver one (1) complete copy of this Agreement to Seller and one (1) complete copy of this Agreement to Buyer. This Agreement shall also constitute instructions to Escrow Holder. Seller and Buyer shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby, provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. Such supplementary instructions, together with the escrow instructions set forth in this Agreement, as they may be amended from time to time in a writing signed by the parties hereto, shall collectively be referred to as the "**Escrow Instructions**". The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Escrow Holder may request the parties hereto to execute; provided, however, that the parties hereto and Escrow Holder acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by the Escrow Holder and the Escrow Instructions, the Escrow Instructions shall prevail. The Escrow Instructions are incorporated herein and made a part hereof by this reference.

3.2 Close of Escrow. The closing ("**Closing**") of the purchase and sale of the Property shall take place through the Escrow on or prior to twelve (12) months after the

Decision Date, provided that all of the Closing Conditions (defined in Section 5.2 below) have been satisfied or waived. As used in this Agreement, the terms "**Closing**" or "**Close of Escrow**" shall refer to the date ("**Closing Date**") on which Seller's Grant Deed conveying the Property to Buyer in the form attached hereto as Exhibit "B" is recorded through Escrow in the Official Records of the County. Seller shall deliver good and marketable title to the Property to Buyer at the Closing. Except as expressly set forth in this Agreement, if the Closing has not occurred within twelve months after the Decision Date, as may be extended pursuant to Section 3.3 and Section 5.3 of this Agreement, unless due to a default of one of the parties, then this Agreement shall automatically terminate, all Deposits, together with all interest earned thereon and less all cancellation and other outstanding fees or expenses of Escrow Holder, shall be returned to Seller, and Escrow Holder shall immediately record the Quitclaim.

3.3 Close of Escrow Extension. Buyer shall have the right to extend the Closing Date for three (3) thirty (30) day extensions (each an "**Extension**") by delivering written notice to Seller and Escrow Holder and depositing into Escrow on or prior to the then scheduled Closing Date an additional deposit in the amount of [redacted] (each, an "**Extension Payment**" and collectively, the "**Extension Payments**") for each such Extension, which shall thereafter be nonrefundable to Buyer except if this Agreement is terminated due to Seller's default or a failure of a condition to Closing or as otherwise expressly provided herein. The Extension Payments shall be applicable to the Purchase Price.

4. Buyer's Investigation. On or prior to 5:00 p.m., on the date that is ninety (90) days following the Effective Date ("**Decision Date**"), Buyer shall have the right to conduct such investigations of the Property as Buyer deems necessary in its sole discretion relating to, among other matters, title, condition, use, marketability, sale, development or suitability of the Property for Buyer intended purposes, including, without limitation, customary soils testing, environmental testing and other engineering studies. The time period commencing upon the Effective Date and expiring on the Decision Date is referred to herein as the "**Feasibility Period**". Buyer's approval in writing ("**Approval Notice**") of such investigations shall constitute conditions to the Close of Escrow; provided, however, if Buyer does not deliver an Approval Notice by the Decision Date pursuant to which Buyer approves all such due diligence matters, Buyer shall be deemed to have elected to terminate this Agreement.

4.1 Approval of Preliminary Title Report. Within three (3) business days after the Opening of Escrow, First American Title Company shall provide Buyer with a current preliminary title report ("**PTR**"), covering the Property together with copies of all documents referred to therein and a map of the Property plotting the location of all easements (the PTR, documents and map to be referred to collectively as the "**Title Documents**"). Buyer shall have thirty (30) days after the Effective Date (the "**Title Approval Date**"), by written notice to Seller and Escrow Holder, to object to any exception(s) to title set forth in the Title Documents ("**Buyer's Title Notice**"). Seller shall have ten (10) days after receipt of Buyer's Title Notice to deliver written notice to Buyer ("**Seller's Title Notice**") of its decision whether to remove prior to the Close of Escrow the title exceptions disapproved by Buyer in Buyer's Title Notice. Seller's failure to deliver Seller's Title Notice to Buyer and Escrow Holder within said ten (10) day period shall be deemed Seller's election not to remove the disapproved exceptions. If Seller elects not to remove any disapproved title exception, Buyer shall have five (5) days after the earlier of (i) Buyer's receipt of Seller's Title Notice or (ii) the expiration of the ten (10) day period for delivery

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of Seller's Title Notice without Buyer having received Seller's Title Notice, to waive its objection or terminate this Agreement pursuant to Section 4 4 below. Buyer hereby objects to all liens evidencing monetary encumbrances including, without limitation, deeds of trust, financing statements, tax liens, bonds and assessments, but excluding non-delinquent real property taxes and assessments which shall be prorated as of the Close of Escrow (collectively "**Monetary Encumbrances**"), and Seller agrees to cause all such Monetary Encumbrances to be removed at Seller's sole cost on or before the Close of Escrow.

4.2 New Exceptions. If after expiration of the Feasibility Period but prior to the Close of Escrow, Buyer discovers any matter which becomes or has become an exception to title of the Real Property not shown in the PTR, or the Title Company issues a supplemental title report which discloses a new exception to title (each, a "**New Exception**"), then Buyer shall have five (5) days after receipt of the New Exception to deliver to Seller and Escrow Holder written notice of Buyer's approval, conditional approval or disapproval of such New Exception (the "**Supplemental Title Disapproval**"). If Buyer fails to deliver a Supplemental Title Disapproval within such five (5) day period, Buyer shall be deemed to have disapproved such New Exception. Seller shall have three (3) business days following receipt of the Supplemental Title Disapproval or Buyer's deemed disapproval of such New Exception to deliver written notice ("**Seller's Title Notice**") of Seller's election to either remove or not remove such disapproved New Exception. If Seller fails to deliver a Seller's Title Notice within such three (3) business day period, Seller shall be deemed to have elected not to remove such disapproved New Exception. Buyer shall have three (3) business days following receipt of Seller's Title Notice or Seller's deemed election not to remove such disapproved New Exception to waive its objection or terminate this Agreement and receive a return of the Deposits (and, if necessary, the originally scheduled Closing Date shall be extended by the number of days necessary to give Buyer and Seller such additional time). Notwithstanding the foregoing, if the New Exception was created by Seller, constitutes a Monetary Encumbrance or arose as a result of the action or consent of Seller, Seller shall remove the New Exception, at its cost, on or before the Close of Escrow.

4.3 Entry Upon Property. Subject to the compliance by Buyer with the Provisions Governing the Ongoing Operations of the Radio Station set forth on Exhibit "G" attached hereto, during the Feasibility Period and continuing to the Close of Escrow, Buyer shall have the right and Seller shall be deemed to have given Buyer, its employees, agent, engineers, consultants, contractors and subcontractors (the "**Buyer Representatives**") a non-exclusive license to enter upon and pass over the Property for the purpose of performing investigations, engineering studies, surveys, taking measurements, conducting customary geotechnical studies and environmental testing, including customary Phase I environmental testing, and if recommended by the Phase I testing, additional Phase II testing, and other related activities on the Property. Buyer shall give Seller at least 24 hours prior written notice of Buyer's entry upon the Property. The cost of all such inspections, test and studies shall be borne by Buyer. Prior to any entry upon the Property by Buyer, Buyer shall deliver to Seller an original endorsement to Buyer's commercial general liability insurance policy covering the activities of Buyer and Buyer's agents, contractors, subcontractors and employee on or upon the Property with an aggregate limit of at least Two Million Dollars ($2,000,000.00) and which shall name Seller as an additional insured. Buyer agrees to indemnify, protect, defend and hold Seller and the Property free and harmless from and against any and all damages, claims, losses (including losses from mechanic's liens), liabilities, causes of action, proceedings, costs and expenses of any kind

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whatsoever (including, without limitation, attorneys' fees and fees of expert witnesses) arising from such activities of Buyer, its agents, contractors and employees, and from all mechanic's, materialmen's and other liens resulting from any such entry upon the Property, investigations and related activities conduct. Promptly following completion of any inspections, inquiries and(or) testing by Buyer under this Section 4.3, Buyer shall, at its sole cost and expense, restore the Property to its condition as it existed immediately prior to Buyer's entry to the Property excluding latent defects or Hazardous Materials (defined below) discovered by Buyer or Buyer's Representative during their investigation of the Property. The indemnity provisions and any obligation to restore the Property imposed upon Buyer pursuant to this Section 4.3 shall survive Closing or earlier termination of this Agreement.

4.4 Property Documents. Concurrently with the Opening of Escrow, Seller shall provide Buyer access to true and complete copies of all documents of a material nature relating to the Property in the possession of Seller or its agents, consultants or contractors (the "**Property Documents**"). In addition, concurrently with the Opening of Escrow, Seller shall deliver to Buyer true and complete copies of all leases of tenants currently occupying the Property (the "**Leases**"). If this Agreement is terminated for any reason, then Buyer shall promptly return to Seller the Property Documents and all copies thereof. Buyer shall treat the Property Documents as confidential, and shall not disclose any information gained by the review of the Property Documents to any third parties, except as necessary to Buyer's members, affiliates, investors, shareholders, consultants, professionals and lenders, and Buyer shall take all reasonable measures to ensure that any such recipients of the Property Documents maintain the confidentiality of the information contained therein.

4.5 Natural Hazard Disclosure. Buyer and Seller acknowledge that Seller may be required under California law to disclose if the Property lies within the following natural hazard areas or zones: (a) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1102.17); (b) an area of potential flooding (California Government Code Section 8589.4); (c) a very high fire hazard severity zone (California Government Code Section 51183.5); (d) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Escrow Holder shall engage the services of Title Company (which, in such capacity, is referred to herein as the "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill Seller's disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of the Natural Hazard Expert's examination to Buyer and Seller in writing, prior to the expiration of the Feasibility Period.

4.6 Termination Prior to Decision Date. If on or prior to the Decision Date, Buyer does not wish to proceed with the purchase of the Property for any reason, then this Agreement shall terminate, in which event: (i) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (ii) Buyer shall pay all of Escrow Holder's cancellation fees and expenses; (iii) upon Buyer's unilateral escrow instructions and without the consent of Seller, Escrow Holder

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shall refund the First Deposit and any other funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow, to Buyer, less Escrow Holder's cancellation fees and expenses, and Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; and (iv) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder, except that Buyer's indemnity and restoration obligations under Section 4.3 and the parties' respective obligations under Section 13 (brokers) and Section 18.3 (attorney's fees) which shall expressly survive any such termination of this Agreement (the "Surviving Obligations").

5. Conditions to Close of Escrow.

5.1 Seller's Conditions to Closing. In addition to the conditions provided in other provisions of this Agreement, Seller's obligation to perform its undertakings provided in this Agreement (including its obligation to sell the Property) are conditioned upon the satisfaction or written waiver by Seller of the following ("**Seller's Closing Conditions**"):

(a) Performance by Buyer. The due performance by Buyer of each and every material undertaking and agreement to be performed by it hereunder and the truth of each representation and warranty made by Buyer in this Agreement at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.2 Buyer's Conditions to Closing. In addition to the conditions provided in other provisions of this Agreement, Buyer's obligation to perform its undertakings provided in this Agreement (including its obligation to purchase the Property) are conditioned upon the satisfaction or written waiver of Buyer of each of the following (collectively, the "**Buyer's Closing Conditions**" and Seller's Closing Conditions and Buyer's Closing Conditions shall hereinafter be referred to herein collectively as the "**Closing Conditions**"):

(a) Buyer's Approval Notice. Buyer shall have delivered the Approval Notice to Seller and Escrow Holder in accordance with Section 4 above.

(b) Owner's Title Policy. The Title Company shall issue or be committed to issue to Buyer an ALTA Extended Owner's Policy of Title Insurance (6/17/06 Form) ("**Title Policy**") in the total amount of the Purchase Price, dated as of the Close of Escrow, insuring Buyer as the fee owner of the Property, and showing title to the Property vested in Buyer subject only to the following title conditions (collectively, the "**Approved Title Conditions**"):

(i) The printed exceptions and exclusions contained in the Title Policy.

(ii) All non-delinquent general and special real property taxes, bonds and assessments and the lien of supplemental taxes assessed pursuant to Chapter 3.5

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commencing with Section 75 of the California Revenue and Taxation Code resulting from the transfer of the Property to Buyer.

(iii) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

(iv) All exceptions described in the PTR which were approved by Buyer in accordance with Section 4.1 above.

Seller shall pay the cost of a standard coverage CLTA owner's policy of title insurance; and Buyer shall pay the additional cost of obtaining extended coverage and any other endorsements, including the cost of a survey if required to obtain extended coverage. Seller shall, at no cost to Seller, execute and deliver to the Title Company an Owner's Affidavit in the form requested by the Title Company ("**Owner's Affidavit**") as a condition to issuing an endorsement to the Title Policy insuring Buyer against damages resulting from any rights of parties in possession, pre-Closing liens, encumbrances, and other possessory interests related to the Land, and if required by the Title Company to issue mechanic's lien protection, Seller shall also execute and deliver to the Title Company a Mechanic's Lien Indemnity Agreement ("**Mechanic's Lien Indemnity**") relating to any work performed on the Property by Seller prior to the Closing.

(c) Termination of Leases. All Leases and other agreements affecting the use or occupancy of the Property shall have been terminated, all tenants shall have vacated the Property and all personal property belonging to the tenants shall have been removed from the Property. Notwithstanding the foregoing, neither Seller nor any tenants shall have any obligation to remove the radio broadcast facilities or equipment; provided; however, that any such facilities or equipment not removed prior to the Closing shall be deemed abandoned and Buyer may dispose of such facilities and equipment in any manner.

(d) Tentative Map. The Tentative Map shall have been Approved (as defined in Section 6.3).

(e) Improvement Plans and Grading Permit. The Improvement Plans shall have been Approved (as defined in Section 6.4) and the Grading Permit shall be Ready to be Issued (as defined Section 6.4).

(f) No Moratorium. At the Closing there shall be no moratorium or similar action pending or threatened by any of the Authorities which would adversely impact or delay the construction of the Project or the sales of the residences therein.

(g) No Material Adverse Change. At the Closing there shall have been no material adverse changes to the Property which would prevent Buyer's intended use of the Property for the Project.

(h) Performance by Seller. The due performance by Seller of each and every undertaking and agreement to be performed by it hereunder.

5.3 Effect of Failure of a Condition. The conditions described in Section 5.1 are for the exclusive benefit of Seller and may be waived in whole or in part by Seller only, at its

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sole option, by Seller's delivery of written notice of such waiver to Buyer and Escrow Holder. The conditions described in Section 5.2 are for the exclusive benefit of Buyer and may be waived in whole or in part by Buyer only, at its sole option, by Buyer's delivery of written notice of such waiver to Seller and Escrow Holder. In the event the Close of Escrow does not occur because any of the conditions to the Close of Escrow set forth in Section 5.2 or Section 5.3 are not satisfied or waived by the party benefited thereby, and if the failure of such condition is not caused by the default of either party, then the Close of Escrow shall automatically be extended for up to thirty (30) days to permit the conditions to be satisfied. If upon the expiration of the thirty (30) day period, the conditions to the Close of Escrow set forth in Section 5 continue to not be satisfied or are not waived by the party benefited thereby, then either party shall have the right to terminate this Agreement upon written notice to the other party and Escrow Holder in which case: (i) Buyer and Seller shall execute and deliver to Escrow Holder all documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (ii) Buyer shall pay all Escrow Holder's cancellation fees and expenses; (iii) Escrow Holder shall refund, or if released to Seller, Seller shall refund the Deposits, the Extension Payment (to the extend paid) and any other funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow, to Buyer, less Buyer's share of Escrow Holder's cancellation fees and expenses, and Escrow Holder shall return all documents and instruments to the parties who deposited the same into Escrow; (iv) Escrow Holder shall immediately record the Quitclaim; and (v) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party, except for the Surviving Obligations which shall survive such termination. Notwithstanding anything to the contrary set forth herein, in the event the condition set forth in Section 5.2(c) regarding the termination of the Leases is not satisfied by Seller or waived by Buyer by the Closing Date, then the Closing shall be extended until this condition is satisfied. In the event the failure of such condition is caused by the default of either party which default continues after the foregoing thirty-day extension, then the non-defaulting party shall have the remedies set forth in Section 11.2 or Section 11.3, as applicable, of this Agreement.

6. Entitlement and Development.

6.1 Entitlements. During the Escrow, Buyer intends to seek approval for the development of the Land with residential uses (the "**Project**"). The density, product mix, site plan, mapping and other elements of the Project shall be determined by Buyer in its sole and absolute discretion. On or after the Decision Date and provided that Buyer has elected not to terminate this Agreement pursuant to Section 6.2 below, Buyer shall commence and diligently pursueall necessary applications for the land use approvals required by the Authorities for the Project, including, without limitation, a tentative tract map (the "**Tentative Map**"), design review approval and CEQA compliance (the "**Entitlements**"). Buyer shall be responsible for processing all applications ("**Entitlement Applications**") to obtain approval of the Entitlements, including, without limitation, any fees for engineering and consultants' work to provide necessary data, reports, maps and other documents required by the Authorities as part of the Entitlement Applications. Seller hereby acknowledges and agrees that during the term of this Agreement Buyer intends to hire consultants to apply for and process the Entitlements. All architectural plans, improvement plans and other plans, specifications, surveys, maps, drawings and other renderings relating to the Property and all engineering, soils, seismic and geological reports, studies and certificates and other documents relating to the Property generated by Buyer or Buyer's

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consultants as part of the processing of the Entitlements, together with all of Buyer's rights in and to all applications and approvals relating to the Entitlements and/or the Project (collectively, the "**Project Documents and Rights**") shall belong to and constitute the work product of Buyer; provided, however, that if this Agreement terminates and/or the Closing fails to occur for any reason other than an uncured default by Seller, than Buyer shall deliver to Seller all of the Project Documents and Rights but only to the extent the Project Documents and Rights are assignable, and any fee charged by the preparer for the use of the Project Documents and Rights is paid by Seller. Seller agrees to cooperate with Buyer, at no cost to Seller, in Buyer's efforts to obtain the Entitlements. Such cooperation of Seller shall include, without limitation, the execution by Seller concurrently with the execution of this Agreement of the Special Authorization to Process Entitlements in the form of Exhibit "F" attached hereto. To the extent it is necessary for Seller to execute or deliver documents to Buyer, such delivery shall be made, where reasonably possible, within seventy-two (72) hours after the request therefor. Seller agrees that it will not knowingly or intentionally take any action adverse to, or in opposition of, the Project and/or Buyer's efforts to obtain the Entitlements. Any breach by Seller of its obligations set forth in this Section 6.1 shall be a Seller default.

6.2 Buyer's Termination Right. Notwithstanding anything to the contrary set forth in this Agreement, if during the processing of the Entitlement Applications, Buyer determines that the Authorities are not likely to approve the Project or that the Authorities will impose conditions of approval, dedications, exactions, mitigation measures or other development requirements that will have a material adverse impact upon the Project and/or were not contemplated in the Project's development costs, then Buyer shall have the right to stop pursuing the Entitlements and terminate this Agreement; provided, however, that Seller shall be entitled to retain the Deposits and any Extension Payments that have been released to Seller and Buyer shall not be entitled to reimbursement for the costs relating to the Entitlement Applications except in the event of Seller's default in which event the termination provisions of Section 11.2 shall apply.

6.3 Approval by the Authorities of the Entitlements Defined. As used in this Agreement, the Tentative Map shall be deemed to be "**Approved**" when: (i)(a) the Tentative Map has been prepared in compliance with the California Subdivision Map Act (commencing at Section 66410 of the Government Code), (b) the Tentative Map provides for the development of the Property into for-sale market rate residential dwelling units, (c) the City, County, and any other applicable government or quasi-governmental agency, body or authority, including the Planning Commission and City Council (individually an "**Authority**," and collectively, the "**Authorities**") having jurisdiction over the Property voted at a public hearing to approve the Entitlements, (d) the applicable Authority has established all of the conditions of approval for the final map conforming to the Tentative Map and such conditions of approval have been approved by Buyer in its sole and absolute discretion, (e) the Property is zoned to permit the development of residential condominiums with a density that is not less than the density contemplated by the Tentative Map, and (f) all time periods for initiating a initiating a legal challenge (by administrative or legal appeal, writ, referendum or otherwise) (a "**Challenge**") of the Authorities' approval of the Tentative Map (including the period to challenge under CEQA) have passed without a Challenge having been initiated, or, if a Challenge has been initiated, it has been resolved on terms and conditions satisfactory to Buyer in its sole and absolute discretion. For avoidance of doubt, the parties agree that the above-referenced statute of limitation will be 30

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days after the City files a Notice of Determination or 35 days after the City files a Notice of Exemption

6.4 Improvement Plans and Grading Plans. Buyer shall also prepare and process for approval in a timely manner (a) all subdivision improvement plans required for the Project (the "**Improvement Plans**") as a condition to recording a final map in conformance with the Approved Tentative Map and (b) the grading plans for the grading of the the Land (the "**Grading Plans**") required for the grading permit to be Ready to be Issued (as defined below). The Improvement Plans shall be considered Approved when the Improvement Plans have been approved through final plan check and executed by appropriate City staff. The Grading Plans shall be considered Approved once the precise grading plan has been approved by the City and all other conditions of approval necessary for the issuance of a grading permit to grade the Property in accordance with the Entitlements (other than the payment of grading permit fees and/or deposits) have been satisfied, the grading permit shall be "**Ready to be Issued**."

7. Representations and Covenants of Seller. In addition to any express agreements of Seller contained elsewhere in this Agreement, Seller hereby represents and warrants to, and covenants with, Buyer as follows:

7.1 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2 Requisite Action. All requisite action has been taken by Seller in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

7.3 Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. No consent from any third party is required before any of the Property may be conveyed to Buyer.

7.4 Insolvency. Seller is not a party to any bankruptcy, insolvency or receivership proceeding of any kind, whether voluntary or involuntary, nor is such proceeding contemplated.

7.5 Income Tax Information. Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation.

7.6 No Further Encumbrances. Prior to the Closing, Seller shall not enter into, create or permit the creation of any lien, encumbrance, agreement or other matter that would constitute an encumbrance on the Property, that would have an adverse impact on the Property or

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that will be or purport to be binding on the Property subsequent to the Closing without Buyer's prior written consent.

7.7 Proceedings. Seller has not received any notice from any governmental authority imposing any special assessments on the Property or of any pending or threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, including without limitation eminent domain, condemnation, assessment district or zoning change, proposed legislation or any judgment or moratorium which directly applies to the Property and materially and adversely affects the Property or Buyer's anticipated development of the Property in accordance with the Entitlements, and to Seller's knowledge, no such matter is pending or threatened. Seller has not received any notification from any Authority that the Property is in violation of any laws, regulations or administrative orders.

7.8 Conformance with Laws. To Seller's knowledge, there are no uncured violations of any federal, state or local zoning, building, fire, environmental, health and safety laws and regulations affecting the Property of which Seller has received written notice from any City, County or any other Authority having the responsibility for monitoring compliance with such laws and regulations, and Seller knows of no violations of any such laws and regulations. To Seller's knowledge, the Property is in compliance with all applicable laws and regulations and all covenants, conditions, restrictions, easements and similar matters affecting the Property.

7.9 OFAC. Neither Seller nor, to Seller's knowledge, any direct or indirect owner of Seller is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade, embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

7.10 No Other Agreements. Except for matters set forth in the PTR and as otherwise disclosed to Buyer in the Property Documents, (a) there are no written commitments to, or written agreements between or among Seller and any private party and/or any governmental or quasi-governmental authority or agency or utility that would be binding upon Buyer or the Property after the Closing and (b) Seller shall not enter into any written commitment or agreement which would affect the Property or any portion thereof prior to the Close of Escrow without Buyer's prior written cousent. Seller has not entered into any other contracts for the sale of the Property which are currently in effect, nor do there exist any rights of first refusal or options to purchase the Property.

7.11 Leases. Except for the Leases which shall be terminated by Seller prior to the Closing, there are no leases (including unrecorded leases), licenses, rental agreements or other such contracts of any kind or nature affecting possession or occupancy of the Property. During the term of this Agreement, Seller shall not amend or extend the term of any of the Leases or enter

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into any new leases, rental agreements or other such contracts during the term of this Agreement without Buyer's prior written approval (each, a "**Prohibited Lease Transaction**"). No tenant under the Leases has any rights of first refusal, options to extend or renew, options to purchase or any similar rights. No tenant under the Leases has or will have any claim for unpaid tenant concessions, reimbursements, refund of security deposits or any other consideration which will not be fully paid or satisfied by Seller prior to the Closing.

7.12 Hazardous Substances. Except as have been disclosed by Seller to Buyer in the Property Documents, to Seller's knowledge, (a) the Property is not in violation of, and the Property has never been under investigation or threat of investigation for, violation of Environmental Laws, (b) no Hazardous Substances have been released in, at, on, under or about the Property in violation of any Environmental Laws, (c) neither Seller nor any tenant or other third party has used, generated, manufactured, stored or disposed in, at, on, or under the Property any Hazardous Materials in violation of any Environmental Laws, and (d) Seller has not received any notice from any Authority concerning the removal of any Hazardous Substance from the Property, or concerning any restrictions on the use or development of the Property on account of the presence of any Hazardous Substance on the Property or on any other real property adjacent to the Property.

"**Hazardous Substance**" means (i) any chemical, compound, material, mixture or substance that is now defined or listed in, or otherwise classified pursuant to, any Environmental Law as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

"**Environmental Laws**" means any and all present federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), permits, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance (including, without limitation, (i) the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq., (ii) the Clean Water Act, 33 U.S.C., Section 1251 et seq., (iii) the Resource and Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq., (iv) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601 et seq., (v) the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 et seq., (vi) the California Hazardous Waste Control Act, Health and Safety Code, Section 25100 et seq., (vii) the California Hazardous Substance Account Act, Health and Safety Code, Section 25249.5 et seq., (viii) the California Waste Management Act, Health and Safety Code, Section 25170.1 et seq., (ix) Health and Safety Code, Section 2550, Hazardous Materials Release Response Plans and Inventory, or

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(x) the California Porter-Cologne Water Quality Control Act, Water Code, Section 13000 et seq., all as amended).

7.13 Property Documents. To the best of Seller's knowledge, the Property Documents delivered to or inspected by Buyer pursuant to the terms hereof are all of the material documents in Seller's possession relating to the Property.

7.14 Survival of Representations. The representations and warranties of Seller are true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of the Closing and shall survive the Closing for a period of twelve (12) months after the Close of Escrow, without the necessity of a separate written certificate regarding the same. If after the date of this Agreement, but prior to the Close of Escrow, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any material respect (collectively, the "**Representation Matter**"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party. Any Representation Matter which can be cured by the payment of money if less than $25,000.00 shall be cured by Seller. Any Representation Matter caused by deliberate acts or omissions of Seller after the date of this Agreement, or fraudulently made by Seller, is a default by Seller in which event Buyer shall have the remedies set forth in Section 11.2 of this Agreement. Regarding any other Representation Matter, Buyer shall have the right, in its sole discretion, to either (i) waive in writing and proceed to acquire the Property or the terms set forth in this Agreement hereunder, or (ii) terminate this Agreement, and the Deposits and the Extension Payment (to the extent paid) and any other amounts paid by Buyer to Seller or deposited into Escrow by Buyer shall be immediately returned to Buyer. Upon such termination, neither party hereunder shall have any further obligations or liabilities under this Agreement except as specifically set forth herein.

7.15 Definition of Seller's Knowledge. As used in this Section 7, the term "Seller's knowledge" shall mean and refer to the knowledge of Stuart W. Epperson Jr., manager of Hainted Rock II, LLC, Stuart W. Epperson, Sr., a member of Hainted Rock II, LLC, Brian J. Counsil, manager of EGA Investments II, LLC, and Edward G. Atsinger, a member of EGA Investments II, LLC, without any duty or obligation to investigate to obtain any information or further knowledge concerning the subject of Seller's representations. Seller represents that Seller's representatives listed herein are its representatives who are most knowledgeable about the

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matters covered by Seller's representations and warranties set forth in this Agreement. Nothing contained in this Section 7 shall impose any personal liability on any of the foregoing individuals.

8. Representations and Covenants of Buyer. In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer hereby represents and warrants to, and covenants with, Seller as follows:

8.1 Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

8.2 Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transactions contemplated hereby.

8.3 Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

8.4 Insolvency. Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy creditor protection statute.

8.5 As-Is Purchase by Buyer. Except for the express representations and warranties of Seller under this Agreement, it is understood and agreed that Seller has not made and is not now making, and Seller specifically disclaims, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, past, present or future with respect to the Property, and Buyer represents and warrants that it has not relied upon and will not rely upon, either directly or indirectly, any such representation or warranty of Seller or any of its agents or representatives, and that no such representations have been made, except for the express representations and warranties of Seller under this Agreement. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement, Buyer hereby acknowledges and agrees that it is purchasing the Property and each portion thereof in its present "AS IS/WHERE IS" condition and "WITH ALL FAULTS," and neither Seller nor any employee or agent of Seller has made or will make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning any of the following matters (except for the express representations and warranties of Seller under this Agreement): (i) the suitability or condition of the Property for any purpose or its fitness for any particular use, including Buyer's intended use; (ii) the profitability and/or feasibility of owning, developing, operating and/or improving the Property; (iii) the physical condition of the Property, including, without limitation, the current or former presence or absence of environmental hazards or hazardous materials, asbestos, radon gas, underground storage tanks, electromagnetic fields, or other substances or conditions which may affect the Property or its current or future uses, habitability, value or desirability; (iv) the rental, income, costs or expenses thereof; (v) the net or gross acreage, usable or unusable, contained therein; (vi) the condition of title; (vii) the compliance by the Property

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with applicable zoning or building laws, codes or ordinances, or other laws, rules and regulations, including, without limitation, environmental and similar laws governing or relating to environmental hazards or hazardous materials, asbestos, radon gas, underground storage tanks, electromagnetic fields, or other substances or conditions which may affect the Property or its current or future uses, habitability, value or desirability; (viii) water or any other utility availability or use restrictions; (ix) geologic/seismic conditions, soil and terrain stability, or drainage; (x) sewer, septic and well systems and components; (xi) other neighborhood conditions, including schools, proximity and adequacy of law enforcement and fire protection, crime statistics, noise or odor from any sources, landfills, proposed future developments, or other conditions or influences which may be significant to certain cultures or religions; and (xii) any other past, present or future matter relating to the Property which may affect the Property or its current or future use, habitability, value or desirability.

AS OF THE CLOSING, BUYER, ON BEHALF OF ITSELF AND ITS SUCCESSORS, HEREBY FULLY AND ENTIRELY RELEASES AND DISCHARGES THE SELLER (INCLUDING, BUT NOT LIMITED TO, THE SELLER'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ADMINISTRATORS, ASSIGNS, AND ATTORNEYS (COLLECTIVELY, "**RELEASED PARTIES**") AND OF EACH OF THEM, OF AND FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LIABILITIES, DAMAGES, AND LOSSES, OF WHATEVER NATURE, ANTICIPATED OR UNANTICIPATED, KNOWN OR UNKNOWN, ON ACCOUNT OF THE PHYSICAL CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE PURPOSES FOR WHICH IT IS ACQUIRED BY THE BUYER, OR THE PRESENCE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE SUBJECT PROPERTY OR IN CONNECTION WITH, OR IN ANY WAY RELATED TO THE SUBJECT PROPERTY SUBJECT ONLY TO THE EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS OF SELLER CONTAINED IN THIS AGREEMENT AND THE CLOSING DOCUMENTS.

In furtherance of the foregoing, the Buyer hereby expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides as follows:

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

Buyer's Initials: [redacted]

The foregoing release shall not apply to (a) a material breach by Seller of its representations and warranties under this Agreement; (b) any claims made by third parties against Seller or the Property relating to events occurring prior to the Closing which have a material adverse impact

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upon the Property; (c) any claims by tenants alleging a breach of lease by Seller or (d) any claims attributable to the intentional acts or omissions of Seller occurring after the Closing which have a material adverse impact upon the Property (collectively, the "**Excluded Claims**")

8.6 Survival of Representations. The representations and warranties of Buyer and any other representations and warranties of Buyer contained elsewhere in this Agreement are true and correct on and as of the date of this Agreement, and shall be true and correct on and as of the date of the Closing, and shall survive the Closing for a period of twelve (12) months after the Close of Escrow, without the necessity of a separate written certificate regarding the same.

9. Continued Operation of Radio Station and Termination of Leases.

9.1 Continued Operation of Radio Station. The Property is currently operated as a radio station pursuant to an existing lease between Seller and the radio station operator. Seller shall have the right to continue to lease the Property to the radio station operator during the term of this Agreement in a manner consistent with current practices, and Seller shall maintain the Property in the condition in which it existed as of the date of this Agreement, normal wear and tear excepted, and shall not commit waste of or on the Property.

9.2 Termination of Leases. The Closing is conditioned upon all tenants and all of their personal property being removed from the Property. Seller shall be responsible for the payment of any termination payment negotiated with any tenant for the early termination of such tenant's Lease. In addition, Seller shall, if necessary, take all legal action necessary to cause all tenants to vacate the Property prior to the Closing Date, including, without limitation, pursuing an unlawful detainer action. Seller's failure to comply with this Section 9.2 shall be a Seller default entitling Buyer to the remedies set forth in Section 11.2. Notwithstanding the foregoing, Seller shall have no obligation to terminate any leases or cause all tenants to vacate the Property prior to December 31, 2021, and neither Seller nor any tenants shall have any obligation to remove the radio broadcast facilities or equipment; provided; however, that any such facilities or equipment not removed prior to the Closing shall be deemed abandoned and Buyer may dispose of such facilities and equipment in any manner.

10. Escrow Closing Obligations.

10.1 Deliveries by Seller to Escrow Holder. Seller hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Buyer:

(a) Grant Deed. The Grant Deed, duly executed and acknowledged by Seller, conveying the Property to Buyer, in the form attached hereto as Exhibit "B";

(b) Blanket Assignment and Bill of Sale. Two (2) counterparts of the Blanket Assignment and Bill of Sale, duly executed by Seller, in the form attached hereto as Exhibit "C";

(c) FIRPTA Affidavit. An Affidavit of Nonforeign Status under the

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Foreign Investment in Real Property Tax Act of 1980 duly executed by Seller ("**Nonforeign Status Affidavit**");

(d) California Affidavit. A California Tax Certificate ("**California Tax Certificate**") (the Non-foreign Status Affidavit and the California Tax Certificate referenced in Section 11.1(c) and (d), respectively, are collectively referred to as the "**Seller Affidavits**");

(e) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Company;

(f) Owner's Affidavit/Mechanic's Lien Indemnity. Any Title Company affidavits as may be requested by the Title Company in order to issue the Title Policy, including, without limitation, the Owner's Affidavit and Mechanic's Lien Indemnity; and;

(g) Closing Statement. A Closing Statement acceptable to Seller, executed by Seller.

10.2 Deliveries by Buyer to Escrow Holder. Buyer hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Seller:

(a) Closing Payment. The Closing Payment, together with Buyer's share of any Escrow closing costs and prorations in the amount determined by Escrow Holder, shall be delivered to Escrow Holder by Buyer in cash or other immediately available funds.

(b) Blanket Assignment and Bill of Sale. Two (2) counterparts of the Blanket Assignment and Bill of Sale, duly executed by Buyer, in the form attached hereto as Exhibit "C."

(c) Preliminary Change of Ownership. A preliminary change of ownership report in the current form required by the County (the "**Preliminary Change of Ownership Report**").

(d) Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Company.

(e) Closing Statement. A Closing Statement acceptable to Buyer, executed by Buyer.

10.3 Disbursements and Other Actions by Escrow Holder. Upon the satisfaction of the conditions to Close of Escrow in this Agreement, and when all required funds

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and documents have been deposited into the Escrow, Escrow Holder shall promptly undertake all of the following:

(a) Date, as of the Close of Escrow, all instruments calling for a date;

(b) Cause the Grant Deed for the Property to be recorded in the Official Records of the County;

(c) Submit to the Recorder's Office the Preliminary Change of Ownership Report, concurrently with the submission of the Grant Deed for recordation;

(d) Deduct from the Closing Payment all items chargeable to the account of Seller, if any, pursuant to the Closing Statement approved by Buyer and Seller including, without limitation, the amount of any Monetary Encumbrances to be paid by Seller and Seller's share of any Escrow closing costs and prorations (which amount is referred to as the "**Net Amount**") and upon confirmation of recording of the Grant Deed disburse the Net Amount of the Closing Payment to Seller promptly upon the Close of Escrow;

(e) Cause the Title Policy described in Section 5.2 above to be delivered to Buyer; and

(f) Prepare and file IRS Form 1099-S within the time specified by the Internal Revenue Service.

10.4 Post-Closing Instructions. The instruments described below that are required to be recorded under this Agreement shall provide that the Recorder's Office shall return them to Escrow Holder after recordation, and upon receipt thereof, the Escrow Holder shall deliver the following:

(a) To Seller:

(i) A copy of the Grant Deed as recorded;

(ii) An original of the Blanket Assignment and Bill of Sale; and

(iii) Plain copies of the Seller Affidavits, the Preliminary Change of Ownership Report and the 1099-S Form;

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(b) To Buyer:

(i) The recorded original of the Grant Deed and originals of the Blanket Assignment and Bill of Sale and the Nonforeign Transferor Declaration;

(ii) Plain copies of the Seller Affidavits, the Preliminary Change of Ownership Report and the 1099-S Form.

(c) To Counsel to Seller: Copies of all documents delivered to Seller pursuant to Section 11.4(a) above.

(d) To Counsel to Buyer: Copies of all documents delivered to Buyer pursuant to Sections 11.4(b) above.

11. Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing Date, Escrow Holder shall comply with the instructions contained in this Agreement with respect to termination of this Agreement and cancellation of Escrow.

11.1 Charges. If the Close of Escrow fails to occur due to Seller's default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, Buyer shall pay any Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

11.2 Default by Seller. In the event Seller shall default under any of the terms and provisions of this Agreement and Buyer is not in default under this Agreement, Buyer, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Seller written notice of same. Seller shall have three (3) business days following receipt of such written notice to cure the default or such longer time that the parties mutually agree. If Seller timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If Seller fails to timely cure such default, Buyer, at Buyer's option, may either: (i) terminate Buyer's obligations under this Agreement and the Escrow created hereby, in which event Buyer shall be entitled to the immediate refund of the Deposits and the Extension Payment (if paid) and any other funds deposited by Buyer into Escrow or released to Seller, including all interest earned thereon and reimbursement of all third party costs incurred by Buyer in connection with its due diligence and processing of the Entitlements not to exceed Seventy-Five Thousand Dollars ($75,000.00); or (ii) pursue any rights or remedies at law or in equity to acquire the Property, including the right to seek specific performance of Seller's obligation to convey the Property to Buyer and any other covenant of Seller in this Agreement.

11.3 Seller's Liquidated Damages if Buyer Defaults. In the event Buyer shall default under any of the terms and provisions of this Agreement, Seller, as a condition precedent to the exercise of its remedies or termination of this Agreement, shall be required to give Buyer written notice of same. Buyer shall have three (3) business days following receipt of such written notice to cure the default. If Buyer timely cures the default, the default shall be deemed waived

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and this Agreement shall continue in full force and effect. If Buyer fails to timely cure such default, Seller shall be entitled to terminate this Agreement pursuant to the terms of this Section 11.3. IN ADDITION, BUYER AND SELLER AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER AND SELLER IS NOT IN DEFAULT UNDER THIS AGREEMENT, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND SELLER AGREE THAT A REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO BUYER'S DEFAULT WOULD BE THE DEPOSITS AND EXTENSION PAYMENT MADE BY BUYER PLUS ANY INTEREST THEREON. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND SELLER DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT, (A) ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER AND (C) SELLER SHALL RETAIN THE DEPOSITS AND EXTENTION PAYMENTS RELEASED TO SELLER, AND ESCROW HOLDER SHALL IMMEDIATELY RELEASE TO SELLER THE PAYMENT DEPOSITED INTO ESCROW BY BUYER AND NOT RELEASED TO SELLER, PLUS ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO THE DEPOSITS AND THE EXTENSION PAYMENT (IF PAID), AND SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS

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TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389, OR OTHERWISE).

[redacted]

Buyer's Initials Seller's Initials

The limitations on the parties' remedies set forth in Sections 11.2 and 11.3 will not be deemed to prohibit either party from (i) specifically seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) subject to the terms, conditions and limitations of this Agreement, seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing by the other party hereunder survives Closing, for the other party's breach of such representation or warranty first discovered after such Closing; or (iii) subject to the terms, conditions and limitations of this Agreement, seeking damages or such equitable relief as may be available for the other party's failure to perform after any termination of this Agreement any obligation hereunder which expressly survives such termination; provided, however, that in no event whatsoever will either party be entitled to recover from the other any punitive, consequential or speculative damages.

12. Costs and Prorations.

12.1 Escrow and Other Costs. Buyer and Seller shall each pay one-half (1/2) of Escrow Holder's escrow fees for the Escrow. Seller shall bear the cost of all documentary transfer taxes. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. Title costs shall be allocated in accordance with Section 5.2 of this Agreement. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be shared equally by Buyer and Seller.

12.2 Real Property Taxes and Assessments. All non-delinquent general and special real property taxes, bonds and assessments with respect to the Property shall be prorated through Escrow between Buyer and Seller as of the Closing based upon the latest available tax bills or tax information using customary escrow procedures. To the extent that the applicable tax assessor parcels, or any assessment district or other tax parcels, which have been established as of the Closing include both the Property hereunder and other adjacent real property, then the applicable non-delinquent general and special real property taxes, bonds and assessments shall be allocated between the Property hereunder and such other adjacent real property based on acreage.

12.3 Supplemental Real Property Taxes. With respect to any supplemental taxes assessed against the Property pursuant to California Revenue and Taxation Code Section 75, et seq., Buyer shall be responsible for all such supplemental taxes assessed against the Property for any period on, or after the Closing, including, without limitation, any supplemental taxes due to changes in ownership or new construction occurring after the Closing, and Seller

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shall be responsible for all such supplemental taxes assessed against the Property for any period prior to the Closing.

13. Broker's Commission. Seller and Buyer each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person. Each party agrees to and does hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

14. Risk of Loss; Condemnation.

14.1 Possession, Risk of Loss. Possession shall be given to Buyer at the Close of Escrow, free and clear of any possessory interest whatsoever. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at Close of Escrow.

14.2 Condemnation. If all or any material portion of the Property is taken prior to the Close of Escrow as a result of condemnation (including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain), Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such condemnation action, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, the entire award from the condemning authority shall be the sole property of Buyer as of the Closing, and Seller hereby assigns to Buyer all of Seller's right, title and interest in and to such award. If this Agreement and the Escrow are terminated pursuant to this Section, then Buyer and Seller shall each pay fifty percent (50%) of all Escrow cancellation charges, and the Deposits, the Extension Payment and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, shall be returned to Buyer.

14.3 Earthquake or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed or materially damaged by earthquake, flood, landslide, or other casualty prior to the Closing Date and such damage will adversely impact the development of the Project, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder. If this Agreement and the Escrow are terminated by Buyer by written notice delivered to Seller and Escrow Holder during such ten (10) business day period as provided above, then the Deposit and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, less cancellation charges, shall be returned to Buyer.

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15. Waiver and Consent. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement, except as otherwise specified in this Agreement.

16. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns.

17. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

18. Miscellaneous.

18.1 Successors and Assigns. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Buyer and Seller.

18.2 Assignment. Buyer may assign its rights under this Agreement without Seller's consent; provided, however, that any assignment of this Agreement by Buyer shall not release Buyer from liability hereunder.

18.3 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement or the Property (an "**Action**"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "**prevailing party**" as used herein includes, without limitation, a party (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief it has sought, or (c) against whom an Action is dismissed (with or without prejudice).

18.4 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), (iii) by email or facsimile, or (iv) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth in the Summary Statement. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, (3) on the date of transmission if by email or facsimile if transmitted before 5 p.m.

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Pacific Time on regular business days (and if transmitted after 5:00 p.m. Pacific Time or on a non-business day, then deemed received on the next succeeding business day), or (4) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. Any counsel designated in the Summary Statement is hereby authorized to give notices hereunder on behalf of its respective client. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the State of California.

18.5 Gender and Name. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

18.6 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

18.7 Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

18.8 Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

18.9 Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law.

18.10 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

18.11 Amendments No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

18.12 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Buyer and Seller each (a) has agreed to permit the use, from time to time and where appropriate, of telecopied (or other electronically-delivered) signatures in order to expedite the transactions contemplated by this Agreement (except at the Close of Escrow in which the original Grant Deed is required), (b) intends to be bound by its respective telecopied (or other electronically-delivered) signature, (c) is aware that the other party will rely on the telecopied (or other electronically-delivered) signature, and (d) acknowledges

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such reliance and waives any defenses to the enforcement of the documents and notices effecting the transactions contemplated by this Agreement based on the fact that a signature or notice was sent by telecopy or other electronic means.

18.13 Exhibits. All exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

18.14 Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. In the event that the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. As used herein, "**business day**" means any day other than a Saturday, Sunday or a federal or California state holiday. Whenever notice, approval or disapproval must be given to Escrow Holder and Escrow Holder is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Holder is open to take such action.

18.15 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

18.16 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their successors and assigns.

18.17 Agreement Binding Only Upon Execution. The delivery of this Agreement in unexecuted form by Buyer to Seller does not constitute either the agreement of Buyer or an offer by Buyer to purchase the Property upon the terms and conditions set forth herein. This Agreement shall not be binding until it is executed and delivered by both Seller and Buyer.

18.18 1031 Exchange. In the event either party so desires, the parties agree to cooperate with each other in completing the purchase and sale of the Property as part of a tax deferred exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Seller and Buyer agree to execute any and all additional documents as may be reasonably required in connection with such exchange; provided, however, that (a) the successful completion of any such exchange shall not delay the date of the Close of Escrow as provided for herein, (b) neither party shall be required to expend additional consideration or incur additional liabilities to the other party or to third parties as a result of any such exchange, (c) any documents to be executed in connection with any such exchange shall be delivered at least five (5) business days prior to the Close of Escrow, (d) the cooperating party shall not be required to take legal title to any other real property in connection with any such exchange, and (e) the exchanging party shall protect, defend, indemnify and hold the cooperating party free and harmless from and against any and all claims, damages, costs and liabilities (including, without limitation, attorneys' fees and costs) arising out of or relating to such exchange.

18.19 Confidentiality. The parties agree that the information set forth herein

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is intended to be considered entirely private and confidential between the parties executing this Agreement, shall be subject to the attorney-client and work product privileges and shall not be disclosed to third parties, including, without prejudice to the generality any existing tenants without the consent to each party to this transaction; provided, however, that the terms of this Agreement may be disclosed to legal counsel, lenders, partners and other consultants to, and contractors for, said parties for the purposes incidental to this transaction or to the conduct of business by said parties.

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DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

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

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

DocuSigned by:
By: [redacted]
2EE26BAB2EF4402...
Brian J. Counsil, Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

By: [redacted]
CA34F41460774F3...
Stuart W. Epperson Jr., Manager

"**Seller**"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation, its General Partner

DocuSigned by:
By: [redacted]
7DC7D881E07941D...
Its: Mike Riddlesperger, CFO

By: _____
Its: _____

"**Buyer**"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

ACCEPTANCE BY
ESCROW HOLDER

First American Title Company, agrees to (a) accept the foregoing Purchase Agreement and Escrow Instructions between EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company, together as Seller, and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership, as Buyer (the "**Agreement**"), (b) be Escrow Holder under the Agreement, (c) be bound by the Agreement in the performance of its duties as Escrow Holder, and (d) certify that the date of Opening of Escrow pursuant to Section 3.1 of this Agreement is May 21, 2021, and the Escrow No. is 6555610.

FIRST AMERICAN TITLE COMPANY

By: [redacted]
For Jeanne Gould

"**Escrow Holder**"

Date: May 21, 2021

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DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

THAT CERTAIN REAL PROPERTY IN THE CITY OF SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 3 TO 11, INCLUSIVE OF BLOCK "B", AND LOTS 2 TO 18, INCLUSIVE OF BLOCK "C" OF TRACT NO. 2377, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 PAGES 29 AND 30 OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE, CLOSED, ADJACENT TO SAID LOTS, AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946 IN BOOK 1894 PAGE 268, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OF OFFICIAL RECORDS, OF SAID PROPERTY.

APN: 0141-171-26-0000

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: 060C7144-00BC-440C-AB31-1F08EBC299ED

EXHIBIT "B"

GRANT DEED

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

Warmington Residential California, Inc.
3090 Pullman Street
Costa Mesa, California 92626
Attention: Joel P. Kew

I HEREBY DECLARE THAT THE DOCUMENTARY TRANSFER TAX IS $_____.

THE TAX IS COMPUTED ON:

_____ FULL VALUE OF PROPERTY CONVEYED

_____ FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EGA INVESTMENTS II, LLC, a Delaware limited liability company as to an undivided fifty percent (50%) interest and HAINTED ROCK II, LLC, a Delaware limited liability company as to an undivided fifty percent (50%) interest as Tenants in Common. ("**Grantor**"), grants PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Grantee**") the following described real property ("**Property**") in the City of San Bernardino, County of San Bernardino, State of California described in Exhibit "A" attached hereto and by this reference made a part hereof and all fixtures and improvements affixed to or located on the Property and all easements, rights, privileges, tenements and rights of way appurtenant thereto.

SUBJECT TO:

1. All real property taxes, bonds and assessments.

2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way, easements and other matters of record.

Dated: _____, 2021

SIGNATURE OF GRANTORS ON FOLLOWING PAGE

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F0BEBC299ED

SIGNATURE OF GRANTORS

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

By: _____
Brian J. Counsil, Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

By: _____
Stuart W. Epperson Jr., Manager

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

(Seal)

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-008C-440C-AB31-1F08EBC299ED

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION

THAT CERTAIN REAL PROPERTY IN THE CITY OF SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 3 TO 11, INCLUSIVE OF BLOCK "B", AND LOTS 2 TO 18, INCLUSIVE OF BLOCK "C" OF TRACT NO. 2377, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 PAGES 29 AND 30 OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE, CLOSED, ADJACENT TO SAID LOTS, AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946 IN BOOK 1894 PAGE 268, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OF OFFICIAL RECORDS, OF SAID PROPERTY.

APN: 0141-171-26-0000

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

EXHIBIT "C"

BLANKET ASSIGNMENT AND BILL OF SALE

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-008C-440C-AB31-1F08EBC299ED

BLANKET ASSIGNMENT AND BILL OF SALE

THIS BLANKET ASSIGNMENT AND BILL OF SALE ("**Assignment and Bill of Sale**") is made and entered into as of the ____ day of _____, 2021, by and between EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company (together "**Seller**"), and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**") and effective as of the closing date of the sale of the Property described in Exhibit 1 attached hereto pursuant to that certain Purchase Agreement and Escrow Instructions, dated April___, 2021.

Seller does hereby give, grant, bargain, sell, transfer, assign, convey and deliver to Buyer all of Seller's right, title and interest in all assets, rights, materials and/or claims used, owned or held in connection with the use, operation, entitlement, development or enjoyment of the Property, including, without limitation: (i) all governmental licenses, permits, entitlements, building permit allocations, subdivision maps, prepaid permits and fees and deposits and any other development rights relating to the development of Property (collectively, "**Licenses and Permits**"); (ii) all architectural plans, improvement plans and other plans, specifications, surveys, maps, drawings and other renderings relating to the Property and all engineering, soils, seismic and geological reports, studies and certificates and other documents relating to the Property ("**Plans and Reports**"); (iii) all warranties, indemnities, guaranties, claims and any similar rights relating to and benefiting the Property or the assets transferred hereby, including, without limitation, those warranties and guaranties provided by consultants and/or contractors for work previously performed on the Property (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property now existing or obtained by Buyer or Seller prior to the Close of Escrow (collectively, the "**Personal Property**").

Seller represents it has not transferred, conveyed or hypothecated any interest in the Personal Property to be conveyed by this Assignment and Bill of Sale to any other party. Buyer hereby accepts the foregoing assignment in accordance with the terms and conditions of the Purchase Agreement.

End of Text; Signatures on following page

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DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Bill of Sale as of the day and year first above written.

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

By: _____
Brian J Counsil, Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

By: _____
Stuart W. Epperson Jr., Manager

"Seller"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation, its General Partner

By. _____
Its: _____

By: _____
Its: _____

"Buyer"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

THAT CERTAIN REAL PROPERTY IN THE CITY OF SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 3 TO 11, INCLUSIVE OF BLOCK "B", AND LOTS 2 TO 18, INCLUSIVE OF BLOCK "C" OF TRACT NO. 2377, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 PAGES 29 AND 30 OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE, CLOSED, ADJACENT TO SAID LOTS, AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946 IN BOOK 1894 PAGE 268, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OF OFFICIAL RECORDS, OF SAID PROPERTY.

APN: 0141-171-26-0000

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-A831-1F08EBC299ED

EXHIBIT "D"

MEMORANDUM OF AGREEMENT

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Provident Land Associates I,L.P.
3090 Pullman Street
Costa Mesa, California 92626
Attention: Joel P. Kew

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement ("**Memorandum**") is made and entered into as of _____, 2021, by and between EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company (together, "**Seller**"), and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**"), who agree as follows:

Seller is the owner of that certain real property in City of San Bernardino, County of San Bernardino, State of California, more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference (**"Property"**).

Pursuant to the provisions and conditions of that certain Purchase Agreement and Escrow Instructions, dated April ___, 2021, (the "**Purchase Agreement**"), the provisions and conditions of which are hereby incorporated herein by this reference, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Purchase Agreement. Capitalized terms used herein but not otherwise defined shall have the meaning given such terms in the Purchase Agreement.

This Memorandum is being recorded to give notice to the public that the Property is subject to the provisions and conditions of the Purchase Agreement. Pursuant to certain terms and conditions in the Purchase Agreement, Seller has certain obligations to return the Deposit to Buyer. In order to secure Seller's obligation to return the Deposit and the Extension Payment, if paid, to Buyer in accordance with the Purchase Agreement, Seller hereby grants to Buyer a lien against the Property with the power of sale pursuant to Sections 2881 and 2884 of the California Civil Code, and this Memorandum shall constitute notice of such lien.

If Seller fails to return to Buyer the Deposit and, if applicable, the Extension Payment, in accordance with the Purchase Agreement, Buyer shall have the right to pursue all remedies allowed by law, including but not limited to sale under power of sale (which power is hereby granted), judicial foreclosure or any manner allowed by law.

This Memorandum shall be deemed automatically terminated and of no further force or effect (without the necessity of recording any further instrument reflecting such termination) upon the date of recording a deed from Seller to Buyer or to Buyer's assignee.

This document may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

In the event of any conflict between this Memorandum and the Purchase Agreement, the provisions and conditions of the Purchase Agreement shall prevail.

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

By: _____
Brian J. Counsil, Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

By: _____
Stuart W. Epperson Jr., Manager

"Seller"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: _____
Its: _____

"Buyer"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:_____

(Seal)

Notary Public

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

EXHIBIT 1 TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

THAT CERTAIN REAL PROPERTY IN THE CITY OF SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 3 TO 11. INCLUSIVE OF BLOCK "B", AND LOTS 2 TO 18, INCLUSIVE OF BLOCK "C" OF TRACT NO. 2377, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 PAGES 29 AND 30 OF MAPS, RECORDS OF SAID COUNTY

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE, CLOSED, ADJACENT TO SAID LOTS, AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946 IN BOOK 1894 PAGE 268, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OF OFFICIAL RECORDS, OF SAID PROPERTY.

APN: 0141-171-26-0000

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08E8C299ED

EXHIBIT "E"

QUITCLAIM DEED AND TERMINATION OF MEMORANDUM OF AGREEMENT

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: 060C7144-00BC-440C-AB31-1F08EBC299ED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

_____

_____

_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX: $0.00. Consideration and value is less than $100. R&T 11911.

QUITCLAIM DEED AND TERMINATION OF MEMORANDUM OF PURCHASE AGREEMENT

PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Grantor**"), as Buyer, and EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company, as Seller, entered into that certain Purchase Agreement and Escrow Instructions dated as of April___, 2021, as the same has been amended from time to time (the "**Agreement**") affecting that certain real property located in the City of San Bernardino, County of San Bernardino, State of California being more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Property**").

Grantor and Grantee recorded that certain Memorandum of Purchase Agreement and Escrow Instructions on _____ _____, as Instrument No._____ in Official Records of San Bernardino County (the "**Memorandum**") memorializing the existence of the Agreement.

Grantor and Grantee have terminated the Agreement and desire that this Quitclaim Deed be executed and recorded in order to terminate the Memorandum, to evidence the termination of the Agreement, and to evidence Grantor's surrender of all rights related to the Property.

NOW THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Grantor and Grantee acknowledge and agree that the Agreement has terminated, and Grantor does remise, release, and forever quitclaim to Grantee, all right, title, and interest Grantor has in the Property described in the attached **Exhibit 1**, including without limitation any right, title, and interest conferred to, or reserved for, Grantor in the Memoranda.

[The signatures are on the following page.]

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

IN WITNESS WHEREOF, Grantor and Grantee have caused this Quitclaim Deed and Termination of Memorandum of Purchase Agreement to be executed as of the __ day of _____ 2021.

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

By: _____
Brian J. Counsil, Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

By: _____
Stuart W. Epperson Jr., Manager

"**Grantee**"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
it General Partner

By: _____
Its: _____

"**Grantor**"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC209ED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Notary Public

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

DocuSign Envelope ID: D60C7144-00BC-440C-AB31-1F08EBC299ED

EXHIBIT 1 TO QUITCLAIM DEED AND TERMINATION OF MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

THAT CERTAIN REAL PROPERTY IN THE CITY OF SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 3 TO 11, INCLUSIVE OF BLOCK "B", AND LOTS 2 TO 18, INCLUSIVE OF BLOCK "C" OF TRACT NO. 2377, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 PAGES 29 AND 30 OF MAPS, RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF "J" STREET AND DE SIENNA DRIVE, CLOSED, ADJACENT TO SAID LOTS, AND WHICH ACCRUED TO SAID LOTS BY REASON OF THE CLOSING OF SAID STREETS BY RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF SAN BERNARDINO, RECORDED APRIL 8, 1946 IN BOOK 1894 PAGE 268, OF OFFICIAL RECORDS.

ALSO TOGETHER WITH COLTON AVENUE VACATED ADJOINING ABOVE DESCRIBED PARCEL ON THE SOUTHEAST AS THE SAME WAS VACATED BY RESOLUTION NO. 124.5 OF MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AND RECORDED ON MAY 7, 1976, IN BOOK 8922, PAGE 1052, OF OFFICIAL RECORDS, OF SAID PROPERTY.

APN: 0141-171-26-0000

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EXHIBIT "F"

AUTHORIZATION TO PROCESS ENTITLEMENTS

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AUTHORIZATION TO PROCESS ENTITLEMENTS

990 W. Inland Center Drive
San Bernardino, CA 92410

The undersigned is the Owner of the above-referenced real property in the City of San Bernardino in the County of San Bernardino California (the "Property"). Provident Land Associates I,L.P. ("Buyer") is under contract to acquire the Property from Owner and in connection with such acquisition is seeking land use approvals for residential development of the Property.

Owner hereby grants to Provident Land Associates I, L.P. and Warmington Residential California, Inc., an affiliate of Buyer, its engineers, architects and other consultants (collectively, "Warmington") the right to process, at Warmington's sole cost and expense, all entitlements for a residential project which are required by the City and any other governmental authorities having jurisdiction over the Property, including, without limitation, any general plan amendment, zone change, subdivision maps, site plans, CEQA certifications, subdivision improvement plans, architectural plans and other permits, approvals and plans required to develop the residential project. Owner also grants to Warmington the right to execute on behalf of Owner all applications and other documents required to process the entitlements.

Brian J. Counsil, Manager, EGA Investments II, LLC

Stuart W. Epperson Jr., Manager, Hainted Rock II, LLC

Dated: 5/18/2021

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EXHIBIT "G"

PROVISIONS APPLICABLE TO ONGOING OPERATION OF RADIO STATION

The following provisions apply during the term of this Agreement and shall not survive the Closing. Capitalized terms used herein and not defined herein shall have the meaning set forth in the Purchase Agreement to which this Exhibit "G" is attached and incorporated by reference.

Protection of the Radio Station's Current Operations

The protection of the land, towers, radio signal and radio station (the "Radio Station") located on the Property is of paramount importance. Buyer and Buyer Representatives will at all times during its entry upon the Property exercise the highest degree of care to prevent damages to the Property and to all other real and personal property of Seller, its customers and other lessees of the Property. Buyer and Buyer Representatives will perform any work on the Property in a manner that will protect all other structures, equipment, utilities and/or work areas of any kind against damage or interruption of service. Warmington and its employees, agents and contractors will not use the Property, equipment, tools or methods that, in the reasonable judgment of Seller, might endanger or interfere with the services of Seller, its customers, or other lessees of the Property. Seller reserves the right to take any action that in Seller's reasonable judgment is needed to cease or prevent any harm to the personnel property and/or services of Seller or its customers or any other lessees of the Property.

In addition, prior to the entry by Buyer or any Buyer Representative upon the Property pursuant to Section 4.3 of the Purchase Agreement, Buyer shall submit a description of the scope, manner and location of the testing that Buyer or Buyer Representative intends to conduct on the Property to Scott Foster, Salem Media Group 4880 Santa Rosa Rd., Camarillo Ca 93012. (805)-987-0400 x3462 for review and approval. Buyer and Buyer Representatives shall comply with proper safety measures required by Seller or an engineer appointed by Scott while working near or in close proximity to the Radio Station AM towers.

Warmington's Obligation to Restore.

If in the performance of any testing or any other activity Buyer or Buyer Representatives on the Property, Buyer or Buyer Representatives damage the personal property, equipment or structures belonging to the Radio Station or other lessees of the Property, Buyer or Buyer Representatives will restore such personal property, equipment or structures to its former condition including, without limitation, conducting and performing such partial or full proof of performance as may be required by the FCC, all at Buyer's expense. If Buyer does not promptly restore to its former condition any personal property, equipment or structures that was damaged by Buyer or Buyer Representatives, Seller may restore such property to its former condition at Buyer's sole expense; and the amount expended by Seller shall be deemed reasonably incurred and due within seven (7) business days and shall be repaid by Warmington upon demand of Seller.

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Interference with a Broadcasting Activity.

Buyer shall conduct its work activities in accordance with all FCC regulations and sound engineering practices and shall cooperate to the fullest extent with Seller as to anticipate and prevent any Interference with the broadcasting activities of the Radio Station prior to beginning work. In the event the work performed by Buyer or Buyer Representatives result in interference with, or signal diminution of a broadcasting activity of the Radio Station, Buyer or Buyer Representative shall, upon notice from Seller, take all necessary steps to correct and eliminate the Interference and/or signal diminution within a reasonable length of time, but in no event more than twenty-four (24) hours after having been given such notice by Seller, unless otherwise agreed to in writing. If the Interference and/or signal diminution is not eliminated within such twenty-four (24) hour period, Buyer or Buyer Representative shall cease using the equipment causing the Interference and/or signal diminution, except for tests of short duration under terms acceptable to Seller in order to eliminate the problem and Buyer or Buyer Representatives will not resume operation of such equipment until the problem is eliminated. In the event that Buyer or Buyer Representative fails to comply, then Seller may at its option, access the work area, correct such interference and invoice the costs of such correction to Buyer, which invoice shall be payable within ten (10) days of receipt by Buyer.

As used herein, "Interference" with a transmitting activity shall mean (i) a condition existing that constitutes "interference" within the meaning of the provisions of the then-current recommended practices of the Electronics Industry Association or under the rules, regulations, technical bulletins and orders of the FCC then in effect, or (ii) there exists a material impairment of the quality of the sound signals of a broadcasting activity of any lessee or licensee on the Radio Station towers ("Towers") in a material portion of the broadcast service area of such activity, as compared to that which existed prior to the commencement of (or alteration to) the operations of the most recent use on the Towers.

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FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of August 17, 2021, by and between EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company (together, collectively, "**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**") with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of May 19, 2021 (the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Extension of Decision Date. Section 5 of the Summary Statement and Section 4 of the Agreement are hereby amended to extend the Decision Date to Thursday, September 30, 2021.

2. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

3. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

"Seller"

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

DocuSigned by:

By: [redacted]
Brian J. Counsil, Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

DocuSigned by:

By: [redacted]
Stuart W. Epperson Jr., Manager

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: [redacted]
Its: Mike Riddlesperger, CFO

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[redacted]

SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of September 27, 2022, by and between EGA INVESTMENTS II, LLC, a Delaware limited liability company and HAINTED ROCK II, LLC, a Delaware limited liability company (together, collectively, "**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**") with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of May 19, 2021, as amended by that certain First Amendment to Purchase agreement and Escrow Instructions, dated as of August 17, 2021 (as amended, the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Purchase Price. Section 7 of the Summary Statement and Section 2 of the Agreement are hereby amended to provide that the Purchase Price for the Property shall be [redacted].

2. Extension of Closing Date. The references to "twelve (12)" in Item 8 of the Summary Statement and Section 3.2 of the Agreement are hereby deleted and replaced with "twenty-four (24)." With these modifications, the Closing Date is hereby extended by twelve (12) months.

3. Close of Escrow Extension. Paragraph 3.3 in the Agreement is hereby amended to delete the concluding sentence in that Paragraph 3.3 and insert the following replacement sentence "The Extension Payments shall not be applicable to the Purchase Price."

4. Demolition Work. Buyer shall use commercially reasonable, good faith efforts to process with the City, at Buyer's cost, all approvals, including a demolition permit (the "**Demolition Approvals**"), required in order for Sellers, as the responsible parties, to demolish the Improvements (consisting of two buildings and a radio antenna) on the Property (the "**Demolition Work**") by December 31, 2022. Buyer hereby consents to the demolition of such Improvements and agrees to pay for the reasonable, documented cost of the Demolition Approvals and Demolition Work together not to exceed [redacted], provided that Sellers (or any of them) shall contract with a third-party contractor for the performance of such work and shall be

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responsible for obtaining and paying for any and all insurance required or desired in connection therewith. Sellers hereby agree to jointly and severally indemnify, defend and hold Buyer harmless from any claims, losses, damages or liabilities arising from the Demolition Work.

5. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

6. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

7. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

"Seller"

EGA INVESTMENTS II, LLC,
a Delaware limited liability company

DocuSigned by:
By: [redacted]
Brian J. Counsil , Manager

HAINTED ROCK II, LLC,
a Delaware limited liability company

DocuSigned by:
By: [redacted]
Stuart W. Epperson Jr., Manager

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: [redacted]
Its: Mike Riddlesperger, CFO

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EXHIBIT “B-3”

RIVERWALK 3 CONTRACT

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

BETWEEN

STEPHEN R. HERRING,
a single man

SELLER

AND

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

BUYER

FOR THE PURCHASE AND SALE OF

Approximately 0.64 acres on Hillcrest Avenue
City of San Bernardino, County of San Bernardino, California

APN: 0141-171-27-0000

JULY 15, 2021

SUMMARY STATEMENT

This Summary Statement is attached to that certain Purchase Agreement and Escrow Instructions by and between Seller and Buyer referenced below and is for reference purposes only except for the addresses for notices set forth in items 9 through 11, which addresses are incorporated into the Purchase Agreement as if fully set forth herein. If there is any conflict between this Summary Statement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

1.	Effective Date of Purchase Agreement:	July 16, 2021 [which shall be the date that Escrow Holder receives this Agreement executed by both Buyer and Seller]
2.	Seller:	Stephen R. Herring
3.	Buyer:	Provident Land Associates I, L.P.
4.	Property Description:	Approximately 0.64 acres located on Hillcrest Avenue in the City of San Bernardino, County of San Bernardino, California
5.	Decision Date:	Ninety (90) days following the Effective Date
6.	Deposit:	[redacted] within three (3) business days following the Effective Date
7.	Purchase Price:	[redacted]
8.	Close of Escrow:	On or prior to the date which is thirty (30) days after the Decision Date
9.	Buyer's Address for Notices:	Provident Land Associates I, L.P. 3090 Pullman Street Costa Mesa, California 92626 Attention: Matt Tingler, Joel Kew and Jay Deckard Telephone: (714) 434-4324 Email: mtingler@warmingtongroup.com, jkew@warmingtongroup.com and JayD@warmingtongroup.com

	With a copy to:	Ross, Wersching & Wolcott LLP 3151 Airway Avenue, Building S-1 Costa Mesa, California 92626 Attention: Cynthia M. Wolcott and Elizabeth T. Hall Telephone: (714) 444-3908 Facsimile: (714) 444-3901 email: cwolcott@rossllp.com and ehall@rossllp.com
10.	Seller's Address for Notices:	26274 Hawkhurst Dr., Rancho Palos Verdes, CA 90275
	With a copy to:	
11.	Escrow Holder's and Title Company's Address for Notices:	First American Title Company 18500 Von Karman, Suite 600 Irvine, California 92612 Escrow Officer: Jeanne Gould Escrow No. 6623993 Telephone: (949) 885-2404 Email: jagould@firstam.com Title: First American Title Company 1250 Corona Pointe Court, Suite 201 Corona, California 92879 Title Officer: Hugo Tello Order No. NHSC 6623993 Telephone: (951) 256-5883 Email: htello@firstam.com

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into as of July 15, 2021 ("**Effective Date**"), and constitutes an agreement by which STEPHEN R. HERRING, a single man ("**Seller**"), agrees to sell, and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**"), agrees to purchase certain real property ("**Property**") in the City of San Bernardino, ("**City**"), County of San Bernardino ("**County**"), State of California, more particularly described in Exhibit "A" attached hereto and all easements, rights, privileges, and rights of way appurtenant thereto. The Property consists of one (1) parcel containing approximately 0.64 acres of vacant land.

NOW, THEREFORE, Buyer and Seller agree, and Escrow Holder is instructed, as follows:

1. Purchase and Sale. Upon all of the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property.

2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be [redacted] and shall be payable as follows:

2.1 Deposit. Buyer shall deposit into Escrow the sum of [redacted] in cash or other immediately available funds (the "**Deposit**") within five (5) business days after the Effective Date. The Deposit shall remain fully refundable to Buyer until Buyer's delivery to Seller of the Approval Notice (defined in Section 4 below). Thereafter, the Deposit shall be nonrefundable except if this Agreement is terminated due to Seller's default.

2.2 Payment of Balance of Purchase Price. On or prior to the Close of Escrow, Buyer shall deliver to Escrow a cash payment (the "**Closing Payment**") equal to the amount of the Purchase Price less the amount of the Deposit together with all interest earned thereon. The Purchase Price shall be paid to Seller at the Closing.

3. Escrow.

3.1 Opening of Escrow. Buyer and Seller shall open an escrow with First American Title Company ("**Escrow Holder**") for the consummation of this transaction. Upon execution of this Agreement by both Buyer and Seller, the parties shall deliver executed electronic counterparts of this Agreement to Escrow Holder. Upon receipt of such copies, Escrow Holder is hereby instructed to insert the Effective Date in the Summary Statement, sign the last page of each copy of this Agreement, and to deliver one (1) complete copy of this Agreement to Seller and one (1) complete copy of this Agreement to Buyer. This Agreement shall also constitute instructions to Escrow Holder. Seller and Buyer shall execute and deliver to Escrow Holder any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and close the transaction contemplated hereby, provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement. Such supplementary instructions, together with the escrow instructions set forth in this Agreement shall collectively be referred to as the "**Escrow Instructions.**"

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3.2 Close of Escrow. The closing ("**Closing**") of the purchase and sale of the Property shall take place through the Escrow on or prior to the date which is thirty (30) days after the Decision Date provided that all other Closing Conditions (defined in Section 5.2 below) have been satisfied. As used in this Agreement, the terms "**Closing**" or "**Close of Escrow**" shall refer to the date ("**Closing Date**") on which Seller's Grant Deed conveying the Property to Buyer in the form approved by Buyer is recorded through Escrow in the Official Records of the County.

4. Buyer's Investigation. On or prior to 5:00 p.m., on the date that is ninety (90) days following the Effective Date ("**Decision Date**"), Buyer shall have the right to conduct the following investigations of the Property. If Buyer does not approve all such investigations by delivering to Seller and Escrow Holder notice in writing ("**Approval Notice**") by the Decision Date, Buyer shall be deemed to have elected to terminate this Agreement.

4.1 Approval of Preliminary Title Report. Within three (3) business days following the Effective Date, Seller shall cause First American Title Company to provide Buyer with a current preliminary title report ("**PTR**") covering the Property together with copies of all documents referred to therein and a map of the Property showing the location of all easements (the PTR, documents and map to be referred to collectively as the "**Title Documents**"). Seller agrees to remove all liens evidencing monetary encumbrances excluding non-delinquent real property taxes and assessments (collectively "**Monetary Encumbrances**") at Seller's sole cost on or before the Close of Escrow. Buyer shall deliver to Seller a written notice ("**Buyer's Title Notice**") approving or disapproving the Title Documents prior to the Decision Date. Seller shall have until 5:00 pm on the date which is five (5) business days after the date Buyer delivers Buyer's Title Notice to Seller to deliver written notice to Buyer ("**Seller's Title Notice**") of its decision whether to remove prior to the Close of Escrow the title exceptions disapproved by Buyer in Buyer's Title Notice. Seller's failure to deliver Seller's Title Notice to Buyer and Escrow Holder by the deadline provided herein shall be deemed Seller's election not to remove the disapproved exceptions. Except for the removal of the Monetary Encumbrances and the delivery of the Owner's Affidavit, Seller shall have no obligation to remove any title exceptions disapproved by Buyer or provide any affidavit or indemnity to the Title Company. Seller shall execute and deliver to the Title Company an Owner's Affidavit in the standard form requested by the Title Company ("**Owner's Affidavit**").

4.2 Feasibility Studies; Entry Upon Property. Buyer shall approve in writing, on or before the Decision Date, the condition, use, sale, development or suitability of the Property for Buyer's intended purposes, including, but not limited to, review of customary engineering, soil test and toxic reports covering the Property and a market feasibility study. The cost of all such inspections, test and studies shall be borne by Buyer. As of the Effective Date and continuing to the Close of Escrow, Seller shall be deemed to have given Buyer a non-exclusive license to enter upon and pass over the Property for the purpose of conducting such soil testing, environmental testing, investigations and other related activities on the Property. Prior to any entry upon the Property by Buyer, Buyer shall deliver to Seller an original endorsement to Buyer's commercial general liability insurance policy covering the activities of Buyer and Buyer's agents, contractors, subcontractors and employee on or upon the Property with an aggregate limit of at least Two Million Dollars ($2,000,000) and which shall name Seller as an additional insured. Buyer agrees to indemnify, protect, defend and hold Seller and the

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Property free and harmless from and against any and all damages, claims, losses (including losses from mechanic's liens) arising from such activities of Buyer, its agents, contractors and employees, and from all mechanic's, materialmen's and other liens resulting from any such conduct.

4.3 Property Documents. Not later than five (5) days following the date of the Effective Date, Seller shall provide Buyer for its review true and complete copies of all documents of a material nature in Seller's or Seller's consultants' possession or control relating to the Property (the "**Property Documents**").

4.4 Termination Prior to Decision Date. If on or prior to the Decision Date, Buyer does not wish to proceed with the purchase of the Property for any reason, then this Agreement shall terminate, in which event: (i) Buyer and Seller shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (ii) Buyer shall pay all of Escrow Holder's cancellation fees and expenses; (iii) upon Buyer's unilateral written request, Escrow Holder shall refund the Deposit together with all interest earned thereon in Escrow, to Buyer, less Escrow Holder's cancellation fees and expenses; and (iv) this Agreement shall terminate and neither party hereto shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever to the other party hereunder, except that Buyer's indemnity obligations under Section 4.2 shall expressly survive any such termination of this Agreement.

5. Conditions to Close of Escrow.

5.1 Owner's Title Policy. As a condition to the Closing for the benefit of Buyer, the Title Company shall issue or be committed to issue to Buyer an ALTA Extended Coverage Owner's Policy of Title Insurance ("**Title Policy**") in a form approved by Buyer and in the total amount of the Purchase Price, dated as of the Close of Escrow, insuring Buyer as the fee owner of the Property, and showing title to the Property vested in Buyer subject only to the title exceptions and conditions approved by Buyer pursuant to Section 4.1 above as set forth in a Title Commitment issued by the Title Company prior to the Decision Date.

5.2 Performance by Buyer and Seller. As a condition to the Closing for the benefit of both parties, Seller and Buyer shall have performed each and every undertaking and agreement to be performed by it hereunder and each representation and warranty made by each of them in this Agreement shall be true at the time made and as of the Closing Date as if made on and as of the Closing Date.

5.3 Vacant Property. As a condition to the Closing for the benefit of Buyer, any and all leases and other agreements affecting the use or occupancy of the Property shall have been terminated, any and all tenants shall have vacated the Property and any and all personal property belonging to the tenants shall have been removed from the Property.

5.4 No Material Change. As a condition to the Closing for the benefit of Buyer, there shall have been no material adverse changes to the Property which would prevent Buyer's intended use of the Property for the Project.

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5.5 No Moratorium. As a condition to the Closing for the benefit of Buyer, there shall be no moratorium or other government-imposed limitations affecting the construction and/or sale of residential units in the City.

6. Approval of Entitlements. During the Escrow, Buyer intends to seek approval for the development of the Property as a residential housing project (the "**Project**"). The density, product mix, site plan, mapping and other elements of the Project shall be determined by Buyer in its sole and absolute discretion. On or after the Decision Date, Buyer may pursue, at its sole cost and expense, a tentative subdivision map required to comply with the California Subdivision Map Act for the subdivision of the Property for the Project (the "**Tentative Map**"). Buyer may also process concurrently with the processing of the Tentative Map a site plan with Buyer's conceptual elevations, CEQA certifications and any other land use approvals required from the City for the Project (collectively, the "**Entitlements**"). Seller agrees to cooperate with Buyer, at no cost to Seller, in Buyer's efforts to obtain such Entitlements, including the execution by Seller concurrently with the execution of this Agreement of the Authorization to Process Entitlements in the form of Exhibit "B" attached hereto. Seller agrees that it will not take any action in opposition to the Project and/or Buyer's efforts to obtain the Entitlements. Buyer shall not be entitled to reimbursement for the costs relating to the processing of the Entitlements except in the event of Seller's default.

7. Representations and Covenants of Seller. In addition to any express agreements of Seller contained elsewhere in this Agreement, Seller hereby represents and warrants to, and covenants with, Buyer as follows:

7.1 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2 Requisite Action. All requisite action has been taken by Seller in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

7.3 Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. No consent from any third party is required before any of the Property may be conveyed to Buyer.

7.4 Income Tax Information. Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States or California income taxation. In connection therewith, Seller shall deliver to Escrow Holder for delivery to Buyer at the Closing the Federal and State affidavits required to confirm such status.

7.5 Title. From and after the date of this Agreement, Seller shall take no action to encumber the Property with any lien, easement or other title matter without the prior written consent of Buyer.

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7.6 No Other Agreements. Except for matters set forth in the PTR and as otherwise disclosed to Buyer in the Property Documents, (a) there are no leases, licenses or other agreements between or among Seller and any private party and/or any governmental or quasi-governmental authority or agency or utility that would be binding upon Buyer or the Property after the Closing and (b) Seller shall not enter into any agreement that would affect the Property or any portion thereof prior to the Close of Escrow without Buyer's prior written consent. Seller has not entered into any other contracts for the sale of the Property which are currently in effect, nor do there exist any rights of first refusal or options to purchase the Property.

7.7 Condemnation Actions. Seller has not received any notification from any governmental authority bringing any eminent domain, condemnation or assessment district proceedings or actions against the Property, or any part thereof, nor is Seller aware of any condemnation actions being contemplated.

7.8 Violation of Laws. Seller has not received any written notification from any Authority that the Property is in violation of any laws or regulations, including, without limitation, any laws governing the presence of hazardous substances.

7.9 No Litigation. There is no litigation or legal proceeding pending or threatened in writing against Seller or the Property that could reasonably be expected to adversely affect Seller's or Buyer's ability to perform their respective obligations hereunder, or Buyer's proposed development of the Property.

7.10 No Hazardous Substances. Except as disclosed in the Property Documents, to Seller's current actual knowledge, the Property has not been used for the generation, storage or disposal of any hazardous substances (as defined under state and federal laws), and, to the best of Seller's knowledge, there are not present on or about the Property any hazardous substances in quantities in violation of laws.

7.11 No Marketing. Seller shall not market, solicit, entertain, negotiate, nor accept any offer to sell, transfer, convey or joint venture the Property so long as this Agreement remains in effect.

7.12 OFAC. Neither Seller nor, to Seller's knowledge, any direct or indirect owner of Seller is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade, embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

7.13 Survival of Representations. The representations and warranties of Seller are true and correct on and as of the date of this Agreement and shall be true and correct on and

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as of the date of the Closing, and shall survive the Closing, without the necessity of a separate written certificate regarding the same. If after the date of this Agreement, but prior to the Close of Escrow, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any material respect (collectively, the "**Representation Matter**"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party. Any Representation Matter caused by deliberate acts of Seller or fraudulently made by Seller is a default by Seller. Regarding any other Representation Matter, Buyer shall have the right, in its sole discretion, to either (i) waive in writing and proceed to acquire the Property or the terms set forth in this Agreement hereunder, or (ii) terminate this Agreement, and the Deposit and any other amounts paid by Buyer to Seller or deposited into Escrow by Buyer shall be immediately returned to Buyer. Upon such termination, neither party hereunder shall have any further obligations or liabilities under this Agreement except as specifically set forth herein.

8. Representations and Covenants of Buyer. In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer hereby represents and warrants to, and covenants with, Seller as follows:

8.1 Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

8.2 Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

8.3 Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

8.4 Survival of Representations. The representations and warranties of Buyer and any other representations and warranties of Buyer contained elsewhere in this Agreement are true and correct on and as of the date of this Agreement, and shall be true and correct on and as of the date of the Closing, and shall survive the Closing, without the necessity of a separate written certificate regarding the same.

9. Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand.

9.1 Charges. If the Close of Escrow fails to occur due to Seller's default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. "**Escrow cancellation**

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charges" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

9.2 Default by Seller. In the event Seller shall default under any of the terms and provisions of this Agreement, Buyer shall have the right to terminate Buyer's obligations under this Agreement and the Escrow created hereby. In the event of such termination by Buyer, Buyer shall be entitled to the immediate refund of the Deposit and any other funds deposited by Buyer into Escrow or released to Seller, including all interest earned thereon. Buyer may also pursue any other rights or remedies at law or in equity to acquire the Property, including the right to seek specific performance of this Agreement, or obtain compensation for Seller's breach of this Agreement.

9.3 Seller's Liquidated Damages if Buyer Defaults. BUYER AND SELLER AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE MATERIAL DEFAULT OF BUYER, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND SELLER AGREE THAT A REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO BUYER'S MATERIAL DEFAULT WOULD BE THE DEPOSIT MADE BY BUYER PLUS ANY INTEREST THEREON. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND SELLER DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT AND ESCROW HOLDER SHALL DISBURSE TO SELLER THE DEPOSIT MADE BY BUYER PLUS ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT SHALL BE LIMITED TO THE DEPOSIT MADE BY BUYER, AND SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389, OR OTHERWISE).

[redacted]

Buyer's Initials Seller's Initials

10. Costs and Prorations.

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10.1 Escrow and Other Costs. Buyer and Seller shall each pay one-half (1/2) of Escrow Holder's escrow fees for the Escrow. Seller shall bear the cost of all documentary transfer taxes and the cost of a standard coverage CLTA owner's title policy. Buyer shall pay the additional cost of the extended coverage and of obtaining any other endorsements. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be paid by Buyer.

10.2 Real Property Taxes and Assessments. All nondelinquent general and special real property taxes, bonds and assessments with respect to the Property shall be prorated through Escrow between Buyer and Seller as of the Closing based upon the latest available tax bills or tax information using customary escrow procedures.

11. Broker's Commission. Seller and Buyer each represent to the other that no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person. Each party agrees to and does hereby indemnify and hold the other harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

12. Possession; Risk of Loss. Possession shall be given to Buyer at the Close of Escrow, free and clear of any possessory interest whatsoever. In the event that any personal property remains on the Property at the Close of Escrow, it shall automatically become the property of Buyer. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at Close of Escrow.

13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

15. Miscellaneous.

15.1 Successors and Assigns. Buyer may assign its rights under this Agreement without Seller's prior written consent. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Buyer and Seller.

15.2 Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement or the Property (an "**Action**"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. The term "**prevailing party**" as used herein

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includes, without limitation, a party (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief it has sought, or (c) against whom an Action is dismissed (with or without prejudice).

15.3 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) (i) hand delivered by messenger or courier service, (ii) by overnight delivery (including Federal Express), (iii) by email or facsimile, or (iv) by United States mail (postage prepaid), registered or certified, return receipt requested, addressed to the addresses set forth in the Summary Statement. Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of delivery by the overnight delivery service if by overnight delivery, (3) on the date of transmission with confirmed answer back if by email or facsimile if transmitted before 5 p.m. Pacific Time on regular business days (and if transmitted after 5:00 p.m. Pacific Time or on a non-business day, then deemed received on the next succeeding business day), or (4) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail.

15.4 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

15.5 Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law.

15.6 Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

15.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

15.8 Exhibits. All exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

15.9 Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

15.10 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their successors and assigns.

15.11 Agreement Binding Only Upon Execution. The delivery of this Agreement in unexecuted form by Buyer to Seller does not constitute either the agreement of

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Buyer or an offer by Buyer to purchase the Property upon the terms and conditions set forth herein. This Agreement shall not be binding until it is executed and delivered by both Seller and Buyer.

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

BUYER:

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: **SUSSEX INVESTMENT COMPANY,**
a California corporation, its General Partner

By: [redacted]
Its: Mike Riddlesperger, CFO

By: _____
Its: _____

SELL [redacted]

By: _____
STEPHEN R. HERRING,
a single man

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOTS 1, 2 AND 3, BLOCK "D", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTHEASTERLY 1/2 OF "J" STREET ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAY AND COMMON COUNCIL, CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

APN: 0141-171-27-0-000

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EXHIBIT "B"

AUTHORIZATION TO PROCESS ENTITLEMENTS

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AUTHORIZATION TO PROCESS ENTITLEMENTS

Approximately 0.64 acres on Hillcrest Drive
San Bernardino, CA 92410

APN: 0141-171-27-0000

The undersigned is the Owner of the above-referenced real property in the City of San Bernardino in the County of San Bernardino California (the "Property"). Provident Land Associates I, L.P. ("Buyer") is under contract to acquire the Property from Owner and in connection with such acquisition is seeking land use approvals for residential development of the Property.

Owner hereby grants to Warmington Residential California, Inc., an affiliate of Buyer, its engineers, architects and other consultants (collectively, "Warmington") the right to process, at Warmington's sole cost and expense, all entitlements for a residential project which are required by the City and any other governmental authorities having jurisdiction over the Property, including, without limitation, any general plan amendment, zone change, subdivision maps, site plans, CEQA certifications, subdivision improvement plans, architectural plans and other permits, approvals and plans required to develop the residential project. Owner also grants to Warmington the right to execute on behalf of Owner all applications and other documents required to process the entitlements.

Dated: July 5, 2021

By: [redacted]
ST

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[redacted]

FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of August 30, 2021, by and between STEPHEN R. HERRING ("**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**"), with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of July 15, 2021 (the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Second Deposit. Within five (5) business days after the Decision Date and provided that Buyer has delivered the Approval Notice to Seller and Escrow Holder pursuant to Section 4 of the Agreement, Buyer shall deposit into Escrow the additional sum of [redacted] in cash or other immediately available funds (the "**Second Deposit**"), and thereafter, the Second Deposit shall be deemed earned by Seller and nonrefundable, except if this Agreement is terminated due to Seller's default or as otherwise expressly provided in the Agreement. The "**Deposit**" referenced in Section 2.1 of the Agreement shall hereinafter be referred to as the "**First Deposit**" and the First Deposit together with the Second Deposit are herein referred to as the "**Deposit**."

2. Memorandum of Agreement. Seller and Buyer shall execute, acknowledge and deliver to Escrow Holder a recordable Memorandum of Agreement (the "**Memorandum**") in the form attached as Exhibit "A" at the same time this Amendment is signed. Upon receipt of the Approval Notice showing a copy as being delivered concurrently to Seller, Escrow Holder is irrevocably instructed to (i) insert the date of delivery of the Notice of Approval in the preamble of the Memorandum and (ii) record the Memorandum in the Official Records of the County. Escrow Holder shall not release any portion of the Deposit to Seller until the Memorandum has been recorded. In addition, Seller and Buyer shall execute, acknowledge and cause to be delivered to Escrow Holder a Quitclaim in the form of Exhibit "B" attached to this Amendment and incorporated herein by this reference. Escrow Holder is hereby instructed to record the Quitclaim upon the termination of this Agreement for any reason; provided, however, if Buyer is entitled pursuant to this Agreement to the return of the Deposit upon such termination, Escrow shall not record the Quitclaim until the Deposit (less the Independent Consideration) is returned to Buyer.

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3. Release of Deposit. Upon confirmation of recordation of the Memorandum as set forth in Paragraph 2, Escrow Holder is irrevocably instructed to release the Deposit to Seller.

4. Effect of a Failure of a Closing Condition Caused by Default. Notwithstanding anything to the contrary set forth herein, (i) in the event the failure of the conditions (or any of them) set forth in Section 5 of the Agreement is caused by the default of either party, then the non-defaulting party shall have the remedies set forth in Section 9.2 or Section 9.3, as applicable, of this Agreement and (ii) Seller's failure to satisfy the condition set forth in Section 5.3 (Vacant Property) shall be a default by Seller.

5. Closing Date. The first sentence of Section 5.2 of the Agreement and Section 8 of the Agreement are hereby deleted and replaced with the following: "The closing ("**Closing**") of the purchase and sale of the Property shall take place through the Escrow on a business day selected by Buyer which shall be no later than January 31, 2023, provided that all other Closing Conditions (defined in Section 5.2) have been satisfied."

6. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

7. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

8. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

[redacted]

STEPHEN R. HERRING

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

[redacted]

By: _____

Its: Mike Riddlesperger, CFO

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EXHIBIT "A"

MEMORANDUM OF AGREEMENT

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Provident Land Associates I, L.P.
3090 Pullman Street
Costa Mesa, California 92626
Attention: Joel P. Kew

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MEMORANDUM OF PURCHASE AGREEMENT

This Memorandum of Purchase Agreement ("**Memorandum**") is made and entered into as of August ___, 2021, by and between **STEPHEN R. HERRING**, a single man ("**Seller**"), and **PROVIDENT LAND ASSOCIATES I, L.P.**, a California limited partnership ("**Buyer**"), who agree as follows:

Seller is the owner of that certain real property in City of San Bernardino, County of San Bernardino, State of California, more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference (**"Property"**).

Pursuant to the provisions and conditions of that certain Purchase Agreement and Escrow Instructions dated July 15, 2021, as amended (the "**Purchase Agreement**"), the provisions and conditions of which are hereby incorporated herein by this reference, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Purchase Agreement. Capitalized terms used herein but not otherwise defined shall have the meaning given such terms in the Purchase Agreement.

This Memorandum is being recorded to give notice to the public that the Property is subject to the provisions and conditions of the Purchase Agreement. Concurrently with the recordation of this Memorandum, the Deposits are being released to Seller. Pursuant to certain terms and conditions in the Purchase Agreement, Seller has certain obligations to return the Deposits to Buyer.

In order to secure Seller's obligation to return the Deposits to Buyer in accordance with the Purchase Agreement, Seller hereby grants to Buyer a lien against the Property with the power of sale pursuant to Sections 2881 and 2884 of the California Civil Code, and this Memorandum shall constitute notice of such lien. If Seller fails to return the Deposits to Buyer in accordance with the Purchase Agreement, Buyer shall have the right to pursue all remedies allowed by law, including but not limited to sale under power of sale (which power is hereby granted), judicial foreclosure or any manner allowed by law.

This Memorandum shall be deemed automatically terminated and of no further force or effect (without the necessity of recording any further instrument reflecting such termination) upon the date of recording a deed from Seller to Buyer or to Buyer's assignee.

This document may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

In the event of any conflict between this Memorandum and the Purchase Agreement, the provisions and conditions of the Purchase Agreement shall prevail.

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[redacted]

STEPHEN R. HERRING, a single man

"Seller"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: _____
Its: _____

"Buyer"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On August 30, 2021, before me, Sasha Sartini, a Notary Public, personally appeared Stephen R. Herring, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [redacted]

SASHA SARTINI
COMM. #2337900
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Commission Expires NOV 20, 2024

(Seal)

Notary Public

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EXHIBIT 1 TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOTS 1, 2 AND 3, BLOCK "D", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY. TOGETHER WITH THE NORTHEASTERLY ½ OF "J" STREET ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAY AND COMMON COUNCIL, CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

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EXHIBIT "B"

QUITCLAIM

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RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Stephen R. Herring
26274 Hawkhurst Dr.
Rancho Palos Verdes, CA 90275

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX: $0.00. Consideration and value is less than $100. R&T 11911.

QUITCLAIM DEED AND TERMINATION OF MEMORANDUM OF PURCHASE AGREEMENT

PROVIDENT LAND ASSOCIATES, I, L.P., a California limited partnership ("**Grantor**"), as Buyer, and **Stephen R. Herring**, a single man ("**Grantee**"), as Seller, entered into that certain Purchase Agreement and Escrow Instructions dated as of July 15, 2021, as the same has been amended from time to time (the "**Agreement**") affecting that certain real property located in the City of San Bernardino, County of San Bernardino, State of California being more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference (the "**Property**").

Grantor and Grantee recorded that certain Memorandum of Purchase Agreement and Escrow Instructions on _____ _____, as Instrument No._____ in Official Records of San Bernardino County (the "**Memoranda**") memorializing the existence of the Agreement.

Grantor and Grantee have terminated the Agreement and desire that this Quitclaim Deed be executed and recorded in order to terminate the Memorandum, to evidence the termination of the Agreement, and to evidence Grantor's surrender of all rights related to the Property.

NOW THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, Grantor and Grantee acknowledge and agree that the Agreement has terminated, and Grantor does remise, release, and forever quitclaim to Grantee, all right, title, and interest Grantor has in the Property described in the attached **Exhibit 1**, including without limitation any right, title, and interest conferred to, or reserved for, Grantor in the Memoranda.

[The signatures are on the following page.]

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

IN WITNESS WHEREOF, Grantor and Grantee have caused this Quitclaim Deed and Termination of Memorandum of Purchase Agreement to be executed as of the _____ day of August, 2021.

[redacted]

STEPHEN R. HERRING,
a single man

"Grantee"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
it General Partner

By: _____
Its: _____

"Grantor"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On August 30, 2021, before me, Sasha Sartini, a Notary Public, personally appeared Stephen R. Herring, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [redacted]

SASHA SARTINI
COMM. #2337900
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Commission Expires NOV 20, 2024

(Seal)

Notary Public

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT 1 TO QUITCLAIM DEED AND
TERMINATION OF MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

LOTS 1, 2 AND 3, BLOCK "D", TRACT NO. 2397, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 34 OF MAPS, PAGES 29 AND 30, RECORDS OF SAID COUNTY. TOGETHER WITH THE NORTHEASTERLY 1/2 OF "J" STREET ADJOINING SAID LAND VACATED BY RESOLUTION OF THE MAY AND COMMON COUNCIL, CITY OF SAN BERNARDINO, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1946, IN BOOK 1894, PAGE 268, OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

APN: 0141-171-27-0-00

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

[redacted]

SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Amendment**") is made as of January 20, 2023, by and between STEPHEN R. HERRING ("**Seller**") and PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership ("**Buyer**"), with reference to the following facts:

RECITALS

A. Buyer and Seller have previously entered into that certain Purchase Agreement and Escrow Instructions, dated as of July 15, 2021 (the "**Original Agreement**"), as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated as of August 30, 2021 (the "**First Amendment**" and, together with the Original Agreement, the "**Agreement**") for the sale of the Property.

B. Seller and Buyer desire to amend the Agreement as provided herein.

C. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby amend the Agreement in the following respects:

1. Closing Date. The first sentence of Section 5.2 of the Agreement and Section 8 of the Agreement, both as amended by the First Amendment, are hereby further modified to delete the reference to "January 31, 2023" and replace it with "January 31, 2024." With these modifications, the Closing Date is hereby extended by twelve (12) months.

2. Conflict. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control.

3. No Further Modifications. Except as set forth in this Amendment, all other terms and provisions of the Agreement shall be and remain unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts (including facsimile or electronic counterparts), each of which shall be deemed an original, and all such counterparts, when taken together, shall constitute one agreement.

END OF TEXT; SIGNATURES ON FOLLOWING PAGE

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date set forth above.

"Seller"

STEPHEN R. HERRING

"Buyer"

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: SUSSEX INVESTMENT COMPANY,
a California corporation,
its General Partner

By: _____
Its: Mike Riddlesperger, CFO

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT “C”

ASSIGNMENT AND ASSUMPTION OF CONTRACT

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

This Assignment and Assumption of Contracts ("**Assignment**") is entered into effective as of _____, 2023 ("**Effective Date**") between PROVIDENT LAND ASSOCIATES, L.P., a California limited partnership ("**Assignor**") and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a _____ ("**Assignee**")

RECITALS

A. Assignor is the "*Buyer*" under that certain Purchase Agreement and Escrow Instructions, dated March 8, 2021, between BJ Ghuman and Tejpal Singh (collectively, "**Riverwalk 1 Owner**"), as "*Seller*", and Provident Land Associates I, L.P., as "*Buyer*", as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated May 1, 2021, that certain Second Amendment to Purchase Agreement and Escrow Instructions, dated August 23, 2021, and that certain Third Amendment to Purchase Agreement, dated August 30, 2022 (as amended, the "**Riverwalk 1 Contract**") for the purchase and sale of that certain real property in the City of San Bernardino, County of San Bernardino, California, as more particularly described on Exhibit "A-1" attached hereto (the "**Riverwalk 1 Property**"), together with all easements, rights, privileges, tenements, rights of way and intangible personal property related thereto as more particularly described and defined as the "*Property*" in the Contract. A copy of the Riverwalk 1 Contract is attached hereto as Exhibit "B-1".

B. Assignor is also the "*Buyer*" under that certain Purchase Agreement and Escrow Instructions, dated May 19, 2021, between EGA Investments II, LLC, a Delaware limited liability company and Hainted Rock II, LLC, a Delaware limited liability company, collectively, as "*Seller*") ("**Riverwalk 2 Owner**"), and Provident Land Associates I, L.P., as "*Buyer*", as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated August 17, 2021, and that certain Second Amendment to Purchase Agreement and Escrow Instructions, dated September 27, 2022 (as amended, the "**Riverwalk 2 Contract**") for the purchase and sale of that certain real property in the City of San Bernardino, County of San Bernardino, California, as more particularly described on Exhibit "A-2" attached hereto (the "**Riverwalk 2 Property**"), together with all easements, rights, privileges, tenements, rights of way and intangible personal property related thereto as more particularly described and defined as the "*Property*" in the Riverwalk 2 Contract. A copy of the Riverwalk 2 Contract is attached hereto as Exhibit "B-2".

C. Assignor is also the "*Buyer*" under that certain Purchase Agreement and Escrow Instructions dated July 15, 2021 between Stephen R. Herring as "*Seller*" ("**Riverwalk 3 Owner**"), and Provident Land Associates I, L.P., as "*Buyer*", as amended by that certain First Amendment to Purchase Agreement and Escrow Instructions, dated August 30, 2021, and that certain Second Amendment to Purchase Agreement and Escrow Instructions, dated January 20, 2023 (as amended, the "**Riverwalk 3 Contract**") for the purchase and sale of that certain real property in the City of San Bernardino, County of San Bernardino, California, as more particularly described on Exhibit "A-3" attached hereto (the "**Riverwalk 3 Property**"), together with all easements, rights, privileges, tenements, rights of way and intangible personal property related thereto as more particularly described and defined as the "*Property*" in the Riverwalk 3 Contract. A copy of the Riverwalk 3 Contract is attached hereto as Exhibit "B-3". For purposes of this Agreement, the Riverwalk 1 Owner, the Riverwalk 2 Owner and the Riverwalk 3 Owner are collectively referred

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to as the "**Owners**" and sometimes individually as an "**Owner**", the Riverwalk 1 Contract, the Riverwalk 2 Contract and the Riverwalk 3 Contract are collectively referred to as the "**Contracts**" and sometimes individually as the "**Contract**", and the Riverwalk 1 Property, the Riverwalk 2 Property and the Riverwalk 3 Property are collectively referred to as the "**Property**" and sometimes individually as a "**Property**."

A. Pursuant to that certain Agreement for Assignment of Contracts Rights and Escrow Instructions, dated April ___, 2023, between Assignor and Assignee (the "**Assignment of Contracts Rights**"), Assignor has agreed to assign to Assignee all of Assignor's rights and benefits under the Contracts and delegate to Assignee all of Assignor's liabilities and obligations under the Contracts first arising after the Effective Date, and Assignee has agreed to accept such rights and benefits, and assume such liabilities and obligations first accruing on or after the Effective Date, pursuant to the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual undertakings of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Assignment and Assumption. Upon the Effective Date, Assignor hereby transfers, assigns and conveys to Assignee the Contracts Rights (as defined in the Assignment of Contracts Rights) including, without limitation, Assignor's rights to purchase the Property from Owners and all of Assignor's rights in any deposits and other amounts paid to date pursuant to the Contracts. Assignee hereby accepts such assignment and agrees to perform all of the liabilities, obligations, duties and responsibilities of the "Buyer" as are set forth in and pursuant to the terms and conditions of the Contracts first accruing on or after the Effective Date.

2. Representations of Assignor. Assignor hereby ratifies and confirms the truth as of the Effective Date of the representations and warranties made by Assignor in the Assignment of Contracts Rights. Assignor is the sole owner of the Contracts Rights and has not made or agreed to make any assignment thereof to any person or entity other than Assignee, no person or entity other than Assignor has any rights, title or interest therein and no consent or approval of any other person or entity is required in order to effectuate a valid assignment of the Contracts Rights to Assignee.

3. Indemnity. Assignor shall defend, indemnify, and hold harmless Assignee from and against all claims, liabilities, and obligations arising out of Assignor's failure to fulfill its obligations under the Contracts before the Effective Date. Assignee shall defend, indemnify, and hold harmless Assignor from and against all claims, liabilities, and obligations arising out of Assignee's failure to fulfill its obligations under the Contracts first arising after the Effective Date.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties' successors and assigns.

5. Attorneys' Fees and Dispute Resolution. If any party institutes any action or proceeding against the other party regarding this Assignment, the prevailing party in such action shall be entitled to recover from the non-prevailing party (in addition to all other remedies provide by law) its attorneys' fees and costs incurred in such action or proceeding. The Order of Reference

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provisions applicable to an "Action" under the Assignment of Contracts Rights shall similarly apply to any action or proceeding brought to enforce or interpret any provision of this Assignment or otherwise arising out of the transaction described herein.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by email correspondence or other electronic transmission if confirmed upon receipt. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided, such signature page is attached to any other counterpart identical thereto.

End of text; signatures on following page.

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

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

PROVIDENT LAND ASSOCIATES I, L.P.,
a California limited partnership

By: Sussex Investment Company,
a California corporation,
its General Partner

By:_____
Its: _____

By: _____
Its: _____

"**Assignor**"

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
a _____

By: Jose Torres
Its: Executive Vice Chancellor

"**Assignee**"

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT “A-1” TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS

LEGAL DESCRIPTION OF THE RIVERWALK 1 PROPERTY

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EXHIBIT “A-2” TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS

LEGAL DESCRIPTION OF THE RIVERWALK 2 PROPERTY

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT “A-3” TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS

LEGAL DESCRIPTION OF THE RIVERWALK 3 PROPERTY

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT "B-1" TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS

RIVERWALK 1 CONTRACT

[to be attached at the Closing]

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT "B-2" TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS

RIVERWALK 2 CONTRACT

[To be attached at Closing]

Zoho Sign Document ID: 2B1B3656-GHKPKDZS_ZD-1B10UMWJBBXCVPJQJ5LTWPX4KBJUGXE

EXHIBIT "B-3" TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS

RIVERWALK 3 CONTRACT

[To be attached at Closing]

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership, to the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a California public agency, is hereby accepted by the undersigned officer on behalf of the San Bernardino Community College District's Board of Trustees pursuant to authority conferred by Resolution #2023-04-13-FP-01 of the Board of Trustees at its meeting on April 13, 2023 which authority is expressly contained in the official minutes of the meeting, and the grantee consents to recordation thereof by its duly authorized officer.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____
Name: Jose F. Torres
Title: Executive Vice Chancellor

APNs:

0164-331-10-0000, 0164-331-11-0000, 0164-331-12-0000, 0164-331-13-0000, 0141-171-03-0000, 0141-171-04-0000, 0141-171-05-0000, 0141-171-06-0000, 0141-171-07-0000, 0141-171-08-0000, 0141-171-09-0000, 0141-171-10-0000, 0141-171-11-0000, 0141-171-12-0000, 0141-171-13-0000, 0141-171-14-0000, 0141-171-15-0000, 0141-171-16-0000, 0141-171-17-0000, 0141-171-18-0000, 0141-171-19-0000, 0141-171-20-0000, 0141-171-21-0000, 0141-171-22-0000, 0141-171-23-0000, 0141-171-24-0000, 0141-171-25-0000, 0141-171-29-0000, and 0141-171-30-0000

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership, to the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a California public agency, is hereby accepted by the undersigned officer on behalf of the San Bernardino Community College District's Board of Trustees pursuant to authority conferred by Resolution #2023-04-13-FP-01 of the Board of Trustees at its meeting on April 13, 2023, which authority is expressly contained in the official minutes of the meeting, and the grantee consents to recordation thereof by its duly authorized officer.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____
Name: Jose F. Torres
Title: Executive Vice Chancellor

APN: 0141-171-26-0000

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from PROVIDENT LAND ASSOCIATES I, L.P., a California limited partnership, to the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a California public agency, is hereby accepted by the undersigned officer on behalf of the San Bernardino Community College District's Board of Trustees pursuant to authority conferred by Resolution #2023-04-13-FP-01 of the Board of Trustees at its meeting on April 13, 2023which authority is expressly contained in the official minutes of the meeting, and the grantee consents to recordation thereof by its duly authorized officer.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Dated: _____

By: _____
Name: Jose Torres
Title: Executive Vice Chancellor

APN: 0141-171-27-0-000

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Adopt Resolution #2023-07-13-FP-02 Ratifying Change Order CC01-3610 Exceeding 10%

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2023-07-13-FP-02 ratifying Change Order CC01-3610 which exceeds 10% of the GA Technical Services contract for services related to the SBVC Campus-Wide Infrastructure Project.

OVERVIEW

Pursuant to the Construction Change Order Board Approval Process revised and approved by the Board in January 2022, a resolution is required to process any change order that exceeds 10% of the base contract.

ANALYSIS

Adoption of the attached resolution will align with the Board's directives concerning the processing of construction contract change orders, and add an additional $19,223.96, or 11.2%, to the original contract value of $171,500.00, resulting in a new value of $190,723.96.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

This purchase will be funded by Measure CC.

RESOLUTION #2023-07-13-FP-02 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY CHANGE ORDER CC01-3610 EXCEEDING 10% FOR GA TECHNICAL SERVICES, INC.

[v.6.27.2023.p.1|3]

WHEREAS, the San Bernardino Community College District ("District") desires to pay for construction services added to a project as a change order and the change order exceeds 10% of the base contract and as is more particularly described in the actual change order as defined below and attached as Exhibit "A;" and

WHEREAS, in September 2007 the Board of Trustees opted into the California Uniform Construction Cost Accounting Program (UCCAP); and

WHEREAS, the California Uniform Public Construction Cost Accounting Act (CUPCCAA) is part of UCCAP; and

WHEREAS, CUPCCAA relates to public works construction contracts, including the bid limits for such work; and

WHEREAS, pursuant to the Construction Change Order Board Approval Process revised and approved by the Board in January 2022, this resolution is required as the change order exceeds 10% of the base contract; and

WHEREAS, the effect of the District opting into UCCAP allows for Public Contract Code (PCC) Section 20659 to be interpreted as: A change order must not exceed the greater of: (a) $60,000 or (b) Ten percent of the original contract price, which is equal to $17,150; and

WHEREAS, $60,000 is the CUPCCAA bid limit for public works projects which is referenced in PCC section 20659; and

WHEREAS, the change order of $19,223.96 does not exceed $60,000 which is the greater of the two amounts, the District may approve the change order;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED AS FOLLOWS:

Section 1. Recitals. All the recitals herein contained are true and correct.

Section 2. Change Order. The Board hereby ratifies the change order in the form attached hereto as Exhibit "A."

Section 3. Consent. The Board hereby directs the Chancellor, or a designee to pay the change order attached hereto as Exhibit “A”.

RESOLUTION #2023-07-13-FP-02 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY CHANGE ORDER CC01-3610 EXCEEDING 10% FOR GA TECHNICAL SERVICES, INC.

[v.6.22.2023.p.2|3]

PASSED AND ADOPTED as of July 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

I, Dr. Stephanie Houston, President of the San Bernardino Community College District Board of Trustees does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

_____
Dr. Stephanie Houston, President of the Board of Trustees
San Bernardino Community College District

I, Joseph R. Williams, Clerk of the San Bernardino Community College District Board of Trustees, hereby certify that the foregoing Resolution was introduced and adopted by the Board of Trustees at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

_____
Joseph R. Williams
Clerk of the Board of Trustees
San Bernardino Community College District

RESOLUTION #2023-07-13-FP-02 OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TO RATIFY CHANGE ORDER CC01-3610 EXCEEDING 10% FOR GA TECHNICAL SERVICES, INC.

[v.6.22.2023.p.3|3]

EXHIBIT A

(as attached)

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
BOND MEASURE CC
CONSTRUCTION CHANGE ORDER

CC01-3610 - 07 - 03 - 0001

Project Number:	CC01-3610
Original Contract Amount:	$171,500.00
Amount of Previous Construction Change Orders:	$0.00

School Name:	San Bernardino Valley College	**Date:**	01-May-2023
Project Description:	Campus-Wide Infrastructure SBVC (DBB)	**Contract Number:**	CC01-3610-07.01A
To (Contractor):	GA Technical Services, Inc.	**Attention:**	

You are hereby directed to make the following changes in the above reference contract for:

Item Number: **Reference RFP Number:**

Description of Works: This change order includes additional scopes of work for the General Contractor identified during construction operations generated from the following:

* Design Omission

These items were not included in the original contract documents and noted after the proposal and execution of the contract..

The Original Base Contract Sum was:	$171,500.00
Net Change by Previous Authorized Construction Change Order:	$0.00
The Contract Amount due to **0001** will be increased by:	$19,223.96
The Revised Contract Sum, including this Construction Change Order:	$190,723.96
The Contract Time due to **0001** will be increased by:	0 (calendar days)
The Revised Contract Completion Date, including this Construction Change Order:	-

Item Number		Amount
CO #0001	The Contractor GA Technical Services, Inc. is to provide and install additional Electrical Panel provisions for the new Demand Meters at the following buildings: Campus Center, Arts Building, Gymnasium Building, and the Health-Life Science Building. For this work to be completed, the contractor will be required to provide a (3) Phase backup generator.	$19,223.96
	Total Cost of Contract Construction Change Order 0001:	**$19,223.96**

This Contract Construction Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education).

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time. Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

	Signature	*Name (Printed)*	*Date*
Architect:	-on file-	Ed David	05/02/2023
Construction Manager:	-on file-	Greg Ochoa	05/01/2023
Project Manager:	-on file-	Abel Favela	5/9/2023
District:			
Contractor:	-on file-	Frank Cervantes	05/02/2023

State of California - Division of the State Architect

DSA Application Number:		File Number:	
Approved:		per Structural Engineer:	

DocuSign Envelope ID: A8F05154-16BC-4BBB-A210-DD568FABF628

MEASURE CC
BUILDING NEW OPPORTUNITIES FOR OUR STUDENTS & OUR COMMUNITY

Bond Measure CC
Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval by the Board of Trustees.

Contractor: GA Technical Services, Inc. Amount: $ 19,223.96

Campus: SBVC Project: CC01-3610-07 Utility Upgrades

This change is a(n):

[ ] Change Order *(greater than $250,000 limitation)* [ ] Change Order *(subject to 10% limitation)*

Reason for Change

[ ] Unforeseen Conditions [X] Design Omission [ ] Design Conflict
[ ] Campus Recommended [ ] Contractor Recommended [ ] Agency Required
[ ] Contractor Transfer (no cost to District)

Explanation of Change:

The Contractor GA Technical Services, Inc. is to provide and install additional Electrical Panel provisions for the new Demand Meters at the following buildings: Campus Center, Arts Building, Gymnasium Building, and the Health-Life Science Building. For this work to be completed, the contractor will be required to provide a (3) Phase backup generator.

Accountability

This change was not part of the original design scope because:

As requested by the Electrical Engineer of Record (Salas O'Brien), the mentioned buildings needed additional frames, additional relocation of existing frames and switches, additional revisions to the Demand Meters, and additional modifications to the existing panel covers to accommodate for the new Demand Meters.

[X] The cost of this change has been validated and is the best possible price available to the District.
[X] This change has been reviewed and is necessary to the completion of this project.

Impact

Original contract was Board approved on 06/09/2022 in the amount of $ 171,500.00

The current base contract amount with approved amendments and change orders equals $ 171,500.00

[ ] This request is an amendment and results in a revised contract amount of $

[X] This request is a change order and results in a revised contract amount of $ 190,723.96

This change order is subject to the limitations determined by SBCCD's Uniform Construction Cost Accounting Procedures program for construction contracts between $60,000.00 and $200,000.00. It results in a 11.22% change to the contract.

The cumulative amount of change orders for this contract equals $ 19,223.96

or 11.22 % of the contract amount.

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MEASURE CC
BUILDING NEW OPPORTUNITIES FOR OUR STUDENTS & OUR COMMUNITY

Bond Measure CC
Construction Change Summary

This form must accompany all Construction Change Requests to verify that all steps of review and accountability have been met prior to submission for approval by the Board of Trustees.

Signatures			
Bond Program Manager	John Duong	-on file-	5/9/2023
	Name	(Signature)	(Date)

Purpose

Every Change Order request which is prepared for Board Action must be reviewed carefully so that the change represents an action which must be accomplished to make the project complete and useable, and to certify that the request has been reviewed for completeness and accuracy. The purpose of the Construction Change Summary is to summarize all actions which have taken place prior to submission of a project change amendment or change request to the District for processing to the Board for approval.

Procedure

1) This form is the primary tool for the Program Manager (AECOM) to transmit the change request to the District.
2) This form is in addition to the existing Change Order which is the tool used by the District which, once approved by the Board, actually authorizes the change to the contract affected.
3) Complete all sections of the form.
4) Obtain all coordination signatures.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Amendment 01 to the Design-Build Agreement with W. E. O'Neil Construction Company

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment 01 to the Design-Build Agreement with W. E. O'Neil Construction Company of Rancho Cucamonga, CA in the amount of $418,359.

OVERVIEW

In March 2022, the SBCCD Board of Trustees approved a contract with W. E. O'Neil Construction Company for the design and construction of the Crafton Hills College Central Complex 2 Renovation.

ANALYSIS

The Design-Build Agreement between W. E. O'Neil Construction Company and the District for the Crafton Hills College Central Complex 2 Renovation project was previously approved for $9,090,787, including lump sum amounts for design services and pre-construction services.

The causes for this amendment include unprecedented escalation in construction costs and procurement durations post-pandemic between the time of bid award to the establishment of the guaranteed maximum price (GMP). The project cost was estimated at $1 million over the original design criteria budget; however, during the subcontractor bid process for establishing the GMP for the construction scope, the bid results were $418,359 higher than originally estimated.

This contract amendment will establish the GMP, extend the contract term, amend insurance and allowance contract language, and increase the contract by $418,359 resulting in a revised contract value of $9,509,146.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The costs will be included in the Bond Construction budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Consideration of Approval of Award Bid #03-2223-10 and Contract to Caliber Construction Inc. of Brea, CA

RECOMMENDATION

It is recommended that the Board of Trustees award **Bid #03-2223-10 | Renovation at 560 E Hospitality Lane, Suite 150**, and contract, to Caliber Construction Inc. of Brea, CA in the amount of $ 454,548.

OVERVIEW

This project includes construction services for a renovation at 560 E. Hospitality Lane, Suite 150 to accommodate tenant needs for a new layout. Included in the scope are Title 24 upgrades, plumbing, mechanical, air balance, new flooring, millwork, and paint.

ANALYSIS

A Notice Inviting Bids was publicly advertised through PlanetBids on May 22, 2023, and eight bids were received on June 12, 2023. The lowest three responsive bids are below.

Vendor	Total Bid
Caliber Construction Inc., of Brea, CA	$ 454,548.00
J A Urban Inc., of Monrovia, CA	$ 468,511.00
Alliant Construction Services Inc., of Glendale, CA	$ 475,000.00

An analysis of the bids received indicates that Caliber Construction Inc. of Brea, CA is the lowest responsive bidder.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost of this project will be covered by rental income received from tenants. Rental income and expense are accounted for in Fund 590, Investment Properties.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Consideration of Approval to Award Bid #03-2223-12 and Contract for Renovation at 560 E. Hospitality Lane, Third Floor

RECOMMENDATION

It is recommended that the Board of Trustees award **Bid #03-2223-12 | Renovation at 560 E. Hospitality Lane, Third Floor**, and contract, as indicated on the attached.

OVERVIEW

The scope for this project includes construction services on an existing building to accommodate a new layout. The entire suite will have new custom carpet and millwork, solid surface countertops, backsplash in the breakrooms, drywall, framing, glass wall, and sliding glass door, wood doors, glazing, acoustic wall paneling for sound mitigation, acoustic ceiling and T-bar, paint, electrical to include Title 24 upgrades, plumbing, mechanical upgrades, and modification to include air controls, and certified air balance.

ANALYSIS

A Notice Inviting Bids was publicly advertised through PlanetBids on June 9, 2023, with a closing date of June 30, 2023. The lowest three responsive bids are indicated on the attached.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The cost of this project will be covered by rental income received from tenants. Rental income and expense are accounted for in Fund 590, Investment Properties.

Award Bid #03-2223-12 and Contract for Renovation at 560 E. Hospitality Lane, Third Floor

Submitted for Board Approval July 13, 2023

[v.7.5.2023.p.1|1]

Project	03-2223-12 | Renovation at 560 E. Hospitality Lane, Third Floor
Contractor	Caliber Construction Inc. of Brea, CA
Amount	$2,141,835

ANALYSIS

A Notice Inviting Bids was publicly advertised through PlanetBids on June 9, 2023, with a closing date of June 30, 2023.

Bids Received

Six bids were received.

On July 3, SBCCD received a protest letter challenging the apparent low bidder, Construction Masters of Ontario, CA with a bid of $2,083,919. Upon investigation, and on the recommendation of legal counsel, the protest was upheld, and the Construction Masters bid found to be non-responsive. Therefore, the lowest responsive three bidders are:

Contractor	Amount
Caliber Construction Inc. of Brea, CA	$2,141,835
Harik Construction Inc. of Glendora, CA	$2,237,000
Blackstone Builders Inc. of Riverside, CA	$2,432,340

An analysis of the bids indicates that the following contractor had the lowest most responsive bid:

Contractor	Amount
Caliber Construction Inc. of Brea, CA	$2,141,835

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Consideration of Ratification of Master Services Agreements and Task Orders for Bond Construction

RECOMMENDATION

It is recommended that the Board of Trustees ratify Master Services Agreements and Task Orders as indicated on the attached list.

OVERVIEW

To support the Measure CC Bond Program, SBCCD has created various shortlists of professional service consultants for specific pre-design, and engineering disciplines in accordance with the established Request for Qualifications process. These prequalified shortlists include:

- Architectural & Engineering
- California Environmental Quality Act/National Environmental Policy Act
- Civil Surveying
- Commissioning
- Division of the State Architect Inspector of Record
- Estimating
- Furniture, Fixtures, & Equipment (FF&E) Design, Procurement & Installation Coordination
- Geotechnical
- Hazardous Material Assessment
- Landscape Architecture
- Mechanical, Electrical & Plumbing Engineering
- Special Inspection & Material Testing

As consulting firms are needed, Requests for Task Order Proposals are issued to the firms of each applicable shortlist. If selected, a Master Services Agreement with the chosen firm is executed, and the Task Order awarded.

ANALYSIS

Requests for Task Order Proposals are issued to all prequalified professional services consultants within the related pool. Unlike construction contracts, which are awarded by low bid, professional consulting contracts are awarded based on best value.

Each proposal is assessed by a committee comprised of representatives from the Facilities Department, campus staff, program management team, and other District stakeholders as appropriate. A qualitative evaluation based on weighted criteria (including fee, technical approach, project experience, key personnel, and delivery schedule) is performed to determine which firm's proposal provides SBCCD with the best value for the Task Order.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The costs will be included in the Bond Construction budget.

Master Services Agreements & Task Orders for Bond Construction

Submitted for Ratification July 13, 2023

[v.6.27.2023.p.1|1]

Firm	Pool Approval	Task Order Amount	Site	Project	Task Order	Date Executed	Date Ratified
*Leighton Consulting Colton, CA	Special Inspection & Material Testing 2/13/2020	$718,821.00	SBVC	Technical Building Replacement	CC01-3601 (TO#03-019.2) Special Inspection & Material Testing Services	5/30/2023	7/13/2023
*Leo A Daly Los Angeles, CA	Architecture and Engineering Services 12/12/2019	$21,861.00	SBVC	CWI East Wing Mechanical Improvements	CC01-3610-08 (TO#02-038.3) Architecture and Engineering Services	5/17/2023	7/13/2023
*PlaceWorks Ontario, CA	CEQA-NEPA Compliance Environmental Services 6/10/2021	$7,531.45	SBVC	Campus Wide Infrastructure	CC03-3640.12 (TO#01-005.1) CEQA-NEPA Compliance Environmental Services	5/30/2023	7/13/2023
*PlaceWorks Ontario, CA	CEQA-NEPA Compliance Environmental Services 6/10/2021	$40,000.00	SBVC	Campus Wide Infrastructure	CC03-3640.12 (TO#01-006.2) CEQA-NEPA Compliance Environmental Services	6/1/2023	7/13/2023

*Issued as a supplement to an existing Task Order.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Stacey Nikac, Administrative Officer

DATE: July 13, 2023

SUBJECT: Board Committee and Activity Reports

RECOMMENDATION

This item is for information only.

OVERVIEW

Per **Board Policy 2220**, the Board may, by action, establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Board action shall comply with the requirements of the California Public Meetings Act (Brown Act) and with these policies regarding open meetings.

Board committees that are only advisory have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

ANALYSIS

The SBCCD Board of Trustees Finance and Legislative Committees exists as standing, advisory committees, each comprised of less than a quorum of Board members and is subject to the California Public Meetings Brown Act. Committee Chairs provide written/oral updates, as needed, to communicate information to the full Board, leading to more engagement and interaction at upcoming board meetings. The Board may ask staff to review a matter or may ask that a matter be placed on a future agenda.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this Board item.

BOARD COMMITTEE AND ACTIVITY REPORTS

Submitted for Information July 13, 2023

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

BOARD FINANCE COMMITTEE (BFC)

2023 BOARD MEMBERS (Committee chair is bold)	**Trustee Nathan Gonzales** Trustee Gloria Macias Harrison Trustee Stephanie Houston

COMMITTEE CHARGE

- Increasing the efficiency of the Board of Trustees by performing time-consuming research on its behalf regarding all fiscal matters of the District.
- Improving clarity by providing a platform for detailed questions not conducive to the flow of monthly business meetings.
- Promoting transparency of the SBCCD budgeting process and fiscal matters through detailed discussion of these topics in an open forum.
- Fostering an environment of understanding by communicating findings and formulating final recommendations to the Board of Trustees.

BOARD LEGISLATIVE COMMITTEE (BLC)

2023 BOARD MEMBERS (Committee chair is bold)	**Trustee Frank Reyes** Trustee Anne Viricel Trustee John Longville

COMMITTEE CHARGE

- Increasing the efficiency of the Board of Trustees by performing time-sensitive legislative research on its behalf.
- Improving clarity by providing a platform for detailed questions not conducive to the flow of monthly business meetings.
- Promoting transparency of SBCCD's legislative advocacy priorities through discussions in an open forum.
- Fostering an environment of understanding by communicating findings and formulating recommendations to the full Board of Trustees.

BOARD POLICY & PROCEDURE COMMITTEE (BPPAC) ACTIVITY REPORT

2023 BOARD MEMBERS (Committee chair is bold)	**Trustee Nathan Gonzales** Trustee Joseph R. Williams

REGIONAL AND STATE BOARD ACTIVITY REPORT

Board of Governors	Trustee Joseph R. Williams
Women's Caucus	Trustee Anne Viricel
Joint Powers Authority	Trustee Stephanie Houston



07.13.2023

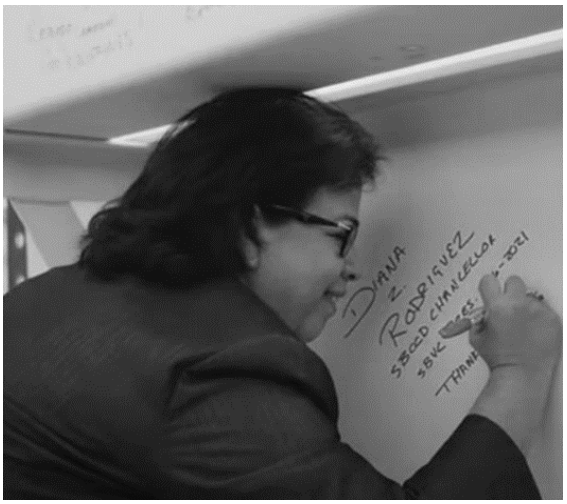
CHANCELLOR'S REPORT

CHC GROUNDBREAKING CEREMONY FOR PAC

We are excited to break ground on Crafton Hills College's brand-new Performing Arts Center. We believe in the power of the arts to inspire, educate, and empower our local students. With this state-of-the-art facility, we are taking a giant leap forward in providing exceptional arts education to our community.

...cont. page 2





SBVC APPLIED TECH BLDG. CONSTRUCTION MILESTONE

On June 9, 2023, the campus community gathered outside the future Applied Technology Building at San Bernardino Valley College. Community members gathered to watch as the last beam was placed on the new structure. The high-sustainability building is made to have zero emissions, even providing electricity to the school***...cont. page 2***

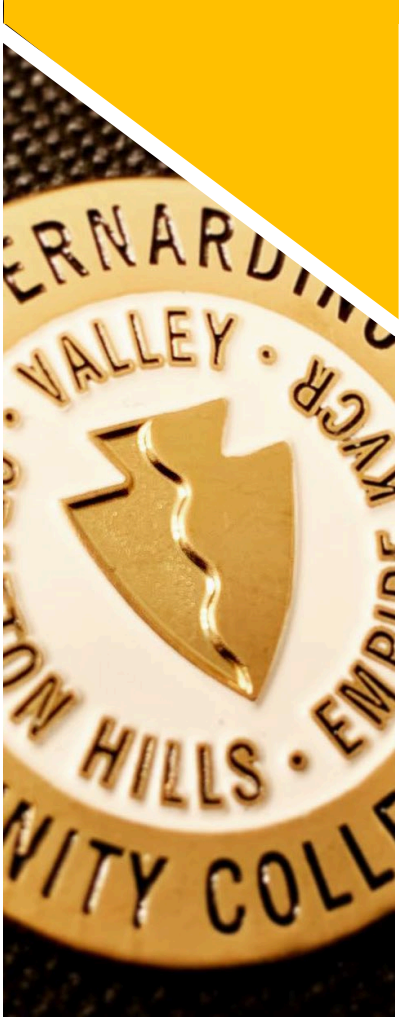
UPSKILL OPPORTUNITY FOR T-K TEACHERS

Sign up for Early Childhood Educational classes at CHC and SBVC.

Are you a T-K teacher in San Bernardino County? You can now complete 24 college credits of early childhood education through San Bernardino Valley College and Crafton Hills College and take advantage of free textbooks for the Fall 2023 semester.

...cont. page 3







CHC HOLDS GROUNDBREAKING CEREMONY **FOR NEW FINKELSTEIN PERFORMING ARTS CENTER**

…cont. from page 1

This is your local Measure CC and state tax dollars at work.

A special story told by KVCR's Lillian Vasquez who attended and witness the start of construction for the new Finkelstein Performing Arts Center.

To listen to the podcast visit www.kvcrnews.org.

Insight brief:

Lillian speaks with President of Crafton Hills College, Dr. Kevin Horan, to learn more about the new facility.

Paul Jacques, Associate Professor of Theatre Arts at Crafton Hills College, shares his thoughts on the new theatre and the possibilities it holds for the program and for future students.

Construction of the new Finkelstein Performing Arts Center is set to be completed in about 24 months.

SBVC FUTURE APPLIED TECH **BUILDING CELEBRATES CONSTRUCTION MILESTONE**

…cont. from page 1

via the photovoltaic technology being built into the structure. The project is set to be completed in the year 2025 and aims to provide a space for aspiring engineers, contractors, and creatives.

Interim Vice President of Administrative Services Tenille Norris said, “We're really excited about this milestone that's happening with the tech building. It's a great project and building that will serve our students and community for many years to come.”

Opening by 2025, the new 110,000 sq. ft. Applied Technology Building will be a regional career training hub. Students will receive hands-on training in modern machining, automotive repair, HVAC technology, and other fields.

This is your local Measure CC and California state tax dollars at work. Thank you for your support.



EDCT EMPLOYEES **TOUR PHENIX TECHNOLOGIES, INC.**

Tiffany Lee and Briana Flores, assistant managers of the Economic Development and Corporate Training (EDCT) at the San Bernardino Community College District, had the privilege of visiting Phenix Technologies Inc.

Phenix Technology, Inc., a local manufacturer based in Riverside, CA, specializes in producing safe and ergonomically designed helmets for firefighters and first responders in various emergency situations. In addition to their commitment to producing high-quality helmets, Phenix Technology has also launched the Opportunity for All initiative. This program, which commenced in November 2021, aims to provide opportunities for neurodiverse individuals to acquire valuable employment skills and experience within a neuro-inclusive environment. By creating a supportive and inclusive workplace, Phenix Technology, Inc. is championing diversity and equal opportunities for all.

For over eight years, they have been valued partners with EDCT, actively participating in the organization's worker training programs. Their collaboration includes involvement in the Employment Training Panel (ETP) program, a state agency in California supported by businesses and labor. The ETP program provides funding for vocational training, enabling Phenix Technology's employees to acquire advanced skills in leadership, computer proficiency, and continuous improvement. By enhancing essential workforce skills and addressing skills gaps, the ETP program empowers employers to stay competitive in the global economy.

EDCT eagerly anticipates the continuation of its partnership with Phenix Technology, aiming to extend training opportunities to more employees within the company. These collaborative efforts exemplify EDCT's dedication to fostering a skilled workforce within the Inland Empire. By forging connections between businesses and the state, EDCT strives to promote a thriving local economy, fueling growth and success for all involved parties.

UPSKILL OPPORTUNITY FOR **T-K TEACHERS IN SAN BERNARDINO COUNTY**

Why it matters: By enhancing your skills and knowledge in the field, you can provide the best learning experiences for young children. Plus, you may be eligible for reimbursement of fees through the San Bernardino County Superintendent of Schools.

Online and hybrid classes are available to fit your busy schedule:

- Choose from more than 20 courses, including Childhood Stress and Trauma; Health, Safety, and Nutrition; and Child, Family, and the Community.

Fall classes begin August 14.

- Don't miss this opportunity! Limited spaces are available.

Secure your spot by visiting:

- Crafton Hill College: www.craftonhills.edu
- San Bernardino Valley College: www.valleycollege.edu

SBVC and CHC are offering FREE TEXTBOOKS FOR FALL 2023. You may be eligible for reimbursement opportunites, contact Early Education and Development Department at EarlyEducationandDevelopment@sbcss.net/.

ATTENTION

TRANSITIONAL KINDERGARTEN TEACHERS!





SBCCD SEEKS LOCAL ORGANIZATIONS FOR COLLEGE CORPS COMMUNITY SERVICE PROGRAM

Do you have a public mission but need some help with your non-profit goals? The San Bernardino Community College District is actively seeking community-based organizations in the San Bernardino and Yucaipa areas to host two or three college students from Crafton Hills College and San Bernardino Valley College as part of the College Corps program. This statewide initiative provides college students up to $10,000 to help pay for college and living expenses in exchange for community service that addresses pressing issues in the local area.

“Our mission at the San Bernardino Community College District is to empower students and support their educational journey,” stated Diana Z. Rodriguez, Chancellor of the San Bernardino Community College District. “By partnering with local non-profit organizations, we can provide our students with real-world experiences that align with their academic and career goals while also contributing to the important work of these organizations.”

To be considered, interested partners should be community-based organizations focused on youth development, climate action, or food insecurity and willing to provide mentorship and supervision to College Corps student fellows. Selected organizations will receive approximately 15 hours of direct support each week from College Corps fellows for one academic year.

Among the current partners is the Southern California Mountains Foundation, where three College Corps participants have been enrolled for eight months. Ignacio Robles, Director of Operations, expressed his appreciation, stating, “They have been very helpful, primarily engaging in landscaping, fuel reduction, trail building, tree planting, and land preservation — nature-based solutions to climate change in our local communities.”

Dr. Ariel Davis, Program Manager of College Corps at San Bernardino Community College District, emphasized the mutual benefits of the program, stating, “It’s a win-win situation where students, organizations, and the community all benefit.”

While student fellows may not promote political or religious beliefs during their College Corps service, they are permitted to assist with neutral activities such as voter registration or supporting soup kitchens operated by religious organizations.

For more information about becoming a College Corps partner, please email ardavis@sbccd.edu or call (909) 387–1679.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Stacey Nikac, Administrative Officer

DATE: July 13, 2023

SUBJECT: Board Master Planning Action Calendar

RECOMMENDATION

This item is for information only.

OVERVIEW

The Board Master Planning Action Calendar is a schedule of items for board discussion or action. Board items are subject to change and are updated and posted in the monthly board business meeting agendas.

ANALYSIS

The Board Master Planning Action Calendar serves as a blueprint that can be used to improve planning and increase transparency districtwide.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

BOARD MASTER PLANNING ACTION CALENDAR

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Submitted for Information July 13, 2023

MONTHLY

CONSENT AGENDA

- - Minutes (CO)
Classification advancements for academic (article?)
Non-Instructional Pay & Stipends (Article 10 wages?)
/reduced Workload (Article 22)
Tuition reimbursement
Employment contracts &tenure track contracts
Promotions, transfers, reclassifications, step advancements
- NEW HIRES
- Adjunct and Substitute Employees (HR)
- Classified Personnel (HR)
- Management Personnel (HR)
- Other Personnel (HR)
-
- Job Descriptions and Salary Schedules (HR)
- CSEA/CTA/POA Agreements (HR)

- Curriculum Modifications (CHC/SBVC)
- College Donations (BFS)
Special Event Approvals(BFS)

Conferences Over $5K or Outside US (BFS)
District/College Expenses (BFS)
- Individual Memberships (CO)
Surplus Property & Authorization for Private Sale or Disposal (BFS)
Contracts Above Bid Limit (BFS)
Resolution: Fund Balance Transfer (BFS)
Ratification of Interfund Transfers (BFS)
Signature List Changes(BFS)

Bond Construction COs/Amendments (FAC)
Non-Bond Construction COs/Amendments(FAC)
Informal Bid Award (UCCAP) (FAC)
CBOC Appointees (FAC)
Award RFQ/RFP/Bids & Contracts (FAC)
Master Service Agreement & Task Orders for Bond Construction (FAC)
Small Scale Construction Contract Award()

ACTION: Board Policies Final Approval

INFORMATION ITEMS REPORTS/UPDATES

Applause Recognition (CO)
Retirements (HR)
3 Minute Reports: Board Committees and Board Activities, Chancellor, Executive Managers, and Represented Groups

Board Master Planning Action Calendar (CO)
P&P Review Schedule (CO)
Board Policies (1st reading) (CO)
Budget Revenue & Expenditure Summary ()
General Fund Cash Flow Analysis()
Purchase Order Report ()
Contracts Below Bid Limit ()

CSEA/CTA/POA MOUs()
Professional Expert, Short-Term, and Substitute Employees()
Resignations()
Volunteers()
-

JANUARY	• Adopt Budget Calendar (by 2/1) • Budget Directives 1st Reading	• Mid-Year Executive Summary of Goals 1-4 (Board Retreat) • Quarterly Financial Status Report (CCFS)
FEBRUARY	• Grant Sabbaticals • Audit Report for Measure CC and Measure M • Budget Directives 2nd Reading/Approval (by 3/1)	• Nonresident Tuition and Capital Outlay Fees (by 3/1) • Apportionment Attendance and FTES Calculation Report (CCFS 320) P1
MARCH	• Sabbatical Completion Report from last spring and fall (by First semester after return) • CBOC Annual Report Presentation (by 3/31) • Selection of Auditor (by 5/15) • Grant Tenure/Tenure Contracts	• FY 2024-2025 Regular Meeting Dates for the Board of Trustees • Classified Employee of the Year Endorsement (by 3/15) • Quarterly Certified Financial Status Report for Second Quarter (by 3/15) • Financial Statements and Audit Report for Auxiliary Organizations (by 4/1)
APRIL	• 2022-2027 SBCCD Strategic Plan • 4/10 Alternate Summer Work Schedule for Management & Confidential Employees • Trustee Handbook	• 2020-2023 District Technology Strategic Plan • Student Trustee Privileges (by 5/15) • Quarterly Financial Status Report (CCFS) • P&Ps 2100 (every two years on even election years), 2725 1st Reading
MAY	• 2021-2024 EEO Plan • Interfund Transfer Resolution • EEO Multiple Method Certification (by 6/1) • Recognition of Outgoing Student Trustees	• P&P 6320, 4235 (every three years. Last approved 5/13/21) • Apportionment Attendance and FTES Calculation Report (CCFS 320) P2 • Preliminary Budget & Presentation (optional strategy session)
JUNE	• Presentation: DEIA (HR) • Presentation: Administer Oath of Office to New Student Trustees • New Student Trustee Orientation Information • FY Tentative Budget (by 7/1) • Resolution: Expenditures of Prop 30 EPA Funds • Resolution: Signature Authorizations for State of CA Department of Rehabilitation, Department of Education, Department of Corrections and Rehabilitation, and Department of Social Services	• FY Sole Source Suppliers • 2023-2028 CHC & SBVC Educational Master Plan • 2023-2028 DSO Plan • 2025-2029 Construction Plan (CCCCO annual requirement) • District Bank Accounts • Executive Summary of Goals 1-4 (Board Retreat) • Resolution: Increase Board Compensation and Approve Excused Absences • FY Open Purchase Orders for Meals, Refreshments • Resolution: GANN Limit

BOARD MASTER PLANNING ACTION CALENDAR

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Submitted for Information July 13, 2023

MONTHLY

CONSENT AGENDA

- - Minutes (CO)
Classification advancements for academic (article?)
Non-Instructional Pay & Stipends (Article 10 wages?)
/reduced Workload (Article 22)
Tuition reimbursement
Employment contracts &tenure track contracts
Promotions, transfers, reclassifications, step advancements
- NEW HIRES
- Adjunct and Substitute Employees (HR)
- Classified Personnel (HR)
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- Other Personnel (HR)
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- Job Descriptions and Salary Schedules (HR)
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- Curriculum Modifications (CHC/SBVC)
- College Donations (BFS)
Special Event Approvals(BFS)

Conferences Over $5K or Outside US (BFS)
District/College Expenses (BFS)
- Individual Memberships (CO)
Surplus Property & Authorization for Private Sale or Disposal (BFS)
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Signature List Changes(BFS)

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Award RFQ/RFP/Bids & Contracts (FAC)
Master Service Agreement & Task Orders for Bond Construction (FAC)
Small Scale Construction Contract Award()

ACTION: Board Policies Final Approval

INFORMATION ITEMS REPORTS/UPDATES

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Contracts Below Bid Limit ()

CSEA/CTA/POA MOUs()
Professional Expert, Short-Term, and Substitute Employees()
Resignations()
Volunteers()
-

JULY	• P&Ps 6320 • Resolution: Transfer of Appropriations for the FY • PARS Transactions Related to Tentative Budget	• Quarterly Financial Status Report (CCFS) • 2020-2027 ACCJC Institutional Self-Evaluation Report 1st Reading (by 8/1) • 2020-2024 ACCJC Midterm Report 1st Reading
AUGUST	• P&Ps 2745, 2435, 1100, 1200 • Final Budget Presentation (strategy session 4th Thursday) • Reaffirm or Revise Mission, Vision, Values (2022) • 2022-2023 Strategic Plan & Objectives	• Quarterly Certified Financial Status Report (by 8/15) • Apportionment Attendance and FTES Calculation Report (CCFS 320) P3 • Quarterly Investment Report • Prop 30 EPA Expenditure Accounting (if figures change dramatically based on ReCalc)
SEPTEMBER	• 2020-2024 ACCJC Midterm Report final approval (by 10/1) • 2020-2027 ACCJC Institutional Self-Evaluation Report final approval (by 10/1) • Grant Sabbaticals (notice required to employees by 10/1)	• 50% Law, Application for Exemption (CCFS-350A by 9/15) due from Districts • Prior year (PY) Final Enrollment Fee Revenue Due (CCFS-323 by 9/15) • Public Hearing and Final Budget Approval (by 9/15)
OCTOBER	• Campus Advisory Committees • Initial Proposals to Reopen Negotiations with CSEA/CTA • Sabbatical Completion Report from last spring and fall (by first semester after return)	• Annual Security Report P&P Review Review Schedule(CO) • • Quarterly Financial Status Report (CCFS)
NOVEMBER	• Full-Time Faculty Obligation Report (110/FFO due by 11/30)	• 2022-2025 Student Equity Plans

BOARD MASTER PLANNING ACTION CALENDAR

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Submitted for Information July 13, 2023

MONTHLY

CONSENT AGENDA

- - Minutes (CO)
Classification advancements for academic (article?)
Non-Instructional Pay & Stipends (Article 10 wages?)
/reduced Workload (Article 22)
Tuition reimbursement
Employment contracts &tenure track contracts
Promotions, transfers, reclassifications, step advancements
- NEW HIRES
- Adjunct and Substitute Employees (HR)
- Classified Personnel (HR)
- Management Personnel (HR)
- Other Personnel (HR)
-
- Job Descriptions and Salary Schedules (HR)
- CSEA/CTA/POA Agreements (HR)

- Curriculum Modifications (CHC/SBVC)
- College Donations (BFS)
Special Event Approvals(BFS)

Conferences Over $5K or Outside US (BFS)
District/College Expenses (BFS)
- Individual Memberships (CO)
Surplus Property & Authorization for Private Sale or Disposal (BFS)
Contracts Above Bid Limit (BFS)
Resolution: Fund Balance Transfer (BFS)
Ratification of Interfund Transfers (BFS)
Signature List Changes(BFS)

Bond Construction COs/Amendments (FAC)
Non-Bond Construction COs/Amendments(FAC)
Informal Bid Award (UCCAP) (FAC)
CBOC Appointees (FAC)
Award RFQ/RFP/Bids & Contracts (FAC)
Master Service Agreement & Task Orders for Bond Construction (FAC)
Small Scale Construction Contract Award()

ACTION: Board Policies Final Approval

INFORMATION ITEMS REPORTS/UPDATES

Applause Recognition (CO)
Retirements (HR)
3 Minute Reports: Board Committees and Board Activities, Chancellor, Executive Managers, and Represented Groups

Board Master Planning Action Calendar (CO)
P&P Review Schedule (CO)
Board Policies (1st reading) (CO)
Budget Revenue & Expenditure Summary ()
General Fund Cash Flow Analysis()
Purchase Order Report ()
Contracts Below Bid Limit ()

CSEA/CTA/POA MOUs()
Professional Expert, Short-Term, and Substitute Employees()
Resignations()
Volunteers()
-

DECEMBER

ANNUAL MEETING

Education Code Section 5017 provides: Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the second Friday in December next succeeding his/her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified. The term of the successor shall begin upon the expiration of the term of his/her predecessor.

Swearing in on or prior to the second Friday in December.
In election years, Education Code Section 72000 subdivision (c)(2)(A), the annual meeting must occur within a 15-day period that commences with the second Friday in December.

- New Trustee Oath of Office
- Nomination and approval of SBCCD Executive Board
- Certification of Election of Board Chair and Clerk
- Board Member Assignment to the County Committee on School District Organization
- Board Member Assignment to the SBRETCJPA

BUSINESS MEETING

- Board Member Assignment to Standing BOT Committees. (Note for information: BEC serves as Ethics committee and self-evaluation/chancellor evaluation committees)
- Approve Ex Officio Members of the IFF Board
- Reaffirm FCC Auction Guiding Principles
- Audit Reports: District, CBOC, KVCR (by 12/31)
- New Trustee Orientation (every 2 years on even numbered years, if new trustees are elected)
- Apportionment Attendance and FTES Calculation Report (CCFS 320 by 1/15) P1

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Lawrence P. Strong, Director of Fiscal Services

DATE: July 13, 2023

SUBJECT: Budget Revenue & Expenditure Summary

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

While year-to-date revenue and/or expenditure percentages often vary from the percentage of fiscal year elapsed, all funds are expected to remain within the 2022-23 budget unless otherwise noted here. For explanations of any significant variances in year-to-date revenues/expenditures from fiscal year elapsed, please see the attached summary.

ANALYSIS

The attached Revenue and Expenditure Summary reflects activity for the 2022-23 fiscal year through June 20, 2023. As of that date, SBCCD was 97.2% through the fiscal year and had spent and/or encumbered approximately 76.2% of its budgeted unrestricted general fund.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

This analysis is an important tool for the Board of Trustees to track SBCCD revenue and expenditures across all funds.

Budget Revenue & Expenditure Summary

Year to Date 6/20/23

[v.6.27.2023.p.1|2]

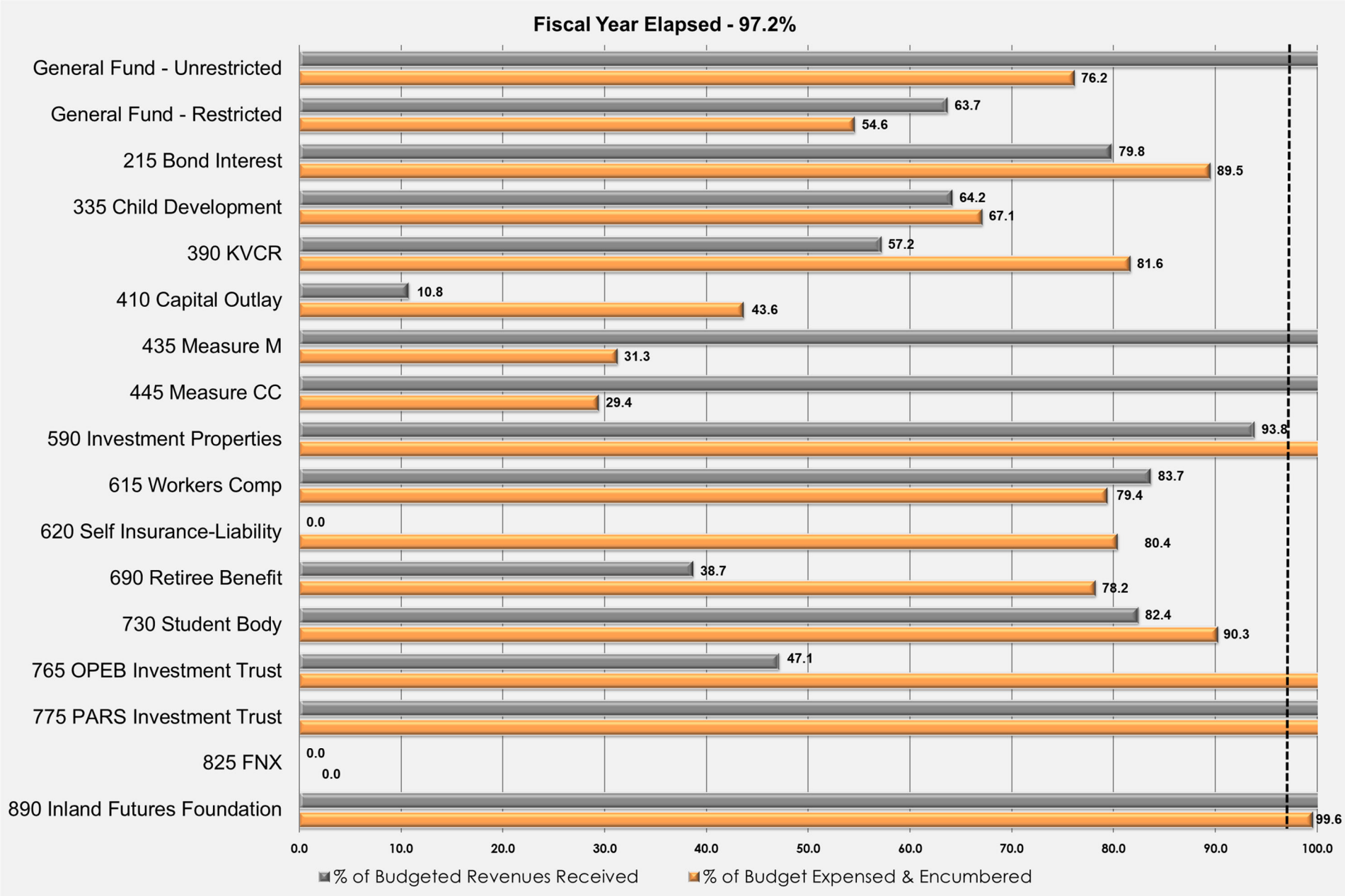
97.2% of Fiscal Year Elapsed

FUND	REVENUES Budget	Received YTD		EXPENDITURES Budget	Expensed/ Encumbered YTD		COMMENTS
110 General Fund - Unrestricted	131,574,068	132,867,206	101.0%	130,856,918	99,676,238	76.2%	Expenditures are consistent with the needs of the fund given the current climate.
125 General Fund - Restricted	151,077,404	96,233,556	63.7%	151,077,404	82,466,282	54.6%	Most state and federal grant revenues are received on the reimbursement basis causing a delay in the receipt of revenues. Expenditures are consistent with the needs of the fund given the current climate.
215 Bond Interest & Redemption	58,000,000	46,301,134	79.8%	58,000,000	51,910,459	89.5%	Taxes are determined and collected by the County for bond measures.
335 Child Development	5,034,542	3,229,994	64.2%	5,034,542	3,378,569	67.1%	Expenditures are consistent with the needs of the fund given the current climate.
390 KVCR	8,007,909	4,580,079	57.2%	7,888,377	6,440,069	81.6%	Most state and federal grant revenues are received on the reimbursement basis causing a delay in the receipt of revenues. Donations and pledges are transferred to this fund twice a year.
410 Capital Outlay	34,551,551	3,716,619	10.8%	34,084,885	14,876,439	43.6%	The majority of the budget in this fund relates to the SBVC Technical Building Replacement project. Funding is on the reimbursement basis causing a delay in the receipt of revenues.
435 Measure M	23,500	415,404	1767.7%	7,256,170	2,267,616	31.3%	Interest Revenue for the first three quarters of the year was higher than expected. Expense budgets are expected to extend over several years.
445 Measure CC	2,000,000	4,020,007	201.0%	266,779,588	78,519,360	29.4%	Interest Revenue for the first three quarters of the year was higher than expected. Expense budgets are expected to extend over several years.
590 Investment Properties	3,547,299	3,328,948	93.8%	3,356,355	3,545,158	105.6%	Revenue and expenditure activity posted up to April. Posting in progress for month of May.
615 Workers Compensation	2,030,000	1,698,456	83.7%	2,870,000	2,278,626	79.4%	Revenues are transferred a month in arrears. Posting in progress for June's activity.
620 Self Insurance-Liability	800,000	800,157	100.0%	1,145,000	920,759	80.4%	Revenue is transferred in full at the beginning of the year.
690 Retiree Benefit	447,326	173,176	38.7%	782,326	612,026	78.2%	Revenues are transferred a month in arrears. Posting in progress for June's activity.
730 Student Body Center Fee	261,349	215,432	82.4%	271,899	245,402	90.3%	
765 OPEB Trust	1,000,000	471,457	47.1%	82,000	602,209	734.4%	The first quarter resulted in an investment loss (increase to expenses) due to the underperforming market. Revenue activity posted for the first half of the year. Posting in progress for the third quarter.
775 PARS Trust	4,250,000	8,079,312	190.1%	3,100,000	7,488,463	241.6%	The first quarter resulted in an investment loss (increase to expenses) due to the underperforming market. Investment gains in the second and third quarter totaled more than 8 Million.
825 FNX	-	-	0.0%	-	-	0.0%	Budget and actuals consolidated with the KVCR fund (390).
890 Inland Futures Foundation	1,119,730	1,205,982	107.7%	1,119,730	1,115,356	99.6%	
TOTAL (ALL FUNDS)	**403,724,678**	**307,336,920**	**76.1%**	**673,705,194**	**356,343,031**	**52.9%**	

Budget Revenue & Expenditure Summary

Year to Date 6/20/23

[v.6.27.2023.p.2|2]



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Business Manager

DATE: July 13, 2023

SUBJECT: Contracts Below $109,300

RECOMMENDATION

This item is for information only. No action is necessary.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

In line with Public Contract Code Section 17605 and Section 22034(c), the Board of Trustees delegates purchasing and contracting authority to the named agents on the authorized signature list. These designated District Officers have authority to approve purchase requests; award, sign, and execute contracts; and authorize payment under the formal bid limits set by Public Contract Code. Such purchase and/or contract requests shall not require Board approval, but shall be sent to the Board as an information item every 60 days.

ANALYSIS

The California Board of Governors sets the formal bid limit for procurement of goods and or services on an annual basis. The formal bid limit for the current calendar year has been set at $109,300. Construction services are not included in this board item.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The attached purchase and or contract requests have been budgeted for via purchase orders.

Contracts Under Bid Limit and Income Contracts

Board Date 07/13/2023

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24736	A to Z Printing Company, Inc.	Services	KVCR/KVCR	$137.48		
24756	AirSlate Inc.	Software/Online Services	TESS/SBCCD	$7,200.00		
24737	California Department of Ed	Income - Grant	Child Development/SBVC		$2,812,665.00	
24712	California Department of Ed	Software/Online Services	Child Care Center/SBVC	No Cost		
24739	Castillo, Salvador	Professional Services	KVCR/KVCR	$96,000.00		
24742	Castus Corporation	Services	FNX/KVCR	$2,604.00		
24705	CCC Chancellor's Office	Income - Grant	SINS/CHC		$1,552,039.00	
24753	Colton Redlands Yucaipa ROP	Income - General	Student Services/SBVC		$400,000.00	
24368	Cortez Ornamental Iron	Repairs	District Police/SBCCD	$5,331.19		
24699	Datanetiix Solutions, Inc.	Services	TESS/SBCCD	$5,400.00		
23250	David Ollis Landscape Development Inc.	Maintenance Agreement	Facilities Planning/SBCCD	$50,000.00		
24700	Direct Action, Inc.	Training Services	EDCT/SBCCD	$1,280.00		

Contracts Under Bid Limit and Income Contracts

Board Date 07/13/2023

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24706	EDCO Awards & Specialties dba EDCO.com	Production of Logo Items	Marketing/SBVC	$510.00		
24709	EKC Enterprises Inc.	Installation Services	Campus Tech/SBVC	$32,355.85		
24764	Envision Education LLC	Training Services	EDCT/SBCCD	$5,000.00		
24724	Ferrilli dba Robert Ferrilli LLC	Consultants	TESS/SBCCD	$4,800.00		
24725	Filmoption International, Inc.	Program Acquisition	KVCR/KVCR	$14,135.00		
24734	Filmoption International, Inc.	Program Acquisition	KVCR/KVCR	$4,350.00		
24715	Foundation for California Community Colleges	Software/Online Services	TESS/SBCCD	$23,271.61		
24710	G/M Business Interiors	Installation Services	Student Services/SBVC	$8,416.66		
24745	Gatesair, Inc.	Repairs	KVCR/KVCR	$13,651.20		
24716	Grooms, Audry dba PopinPics LLC	Rental	Instruction/SBVC	$420.00		
24760	Harris & Associates	Services	Human Resources/SBCCD	$75,000.00		
24763	Heard's Investigations and Polygraph LLC	Services	Human Resources/SBCCD	$3,000.00		

Contracts Under Bid Limit and Income Contracts

Board Date 07/13/2023

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24726	Hopinka, Sky	Licensing	KVCR/KVCR	$4,000.00		
24740	HyattWard Advertising, Inc.	Advertising	Marketing/CHC	$51,965.00		
24741	HyattWard Advertising, Inc.	Advertising	Marketing/CHC	$51,965.00		
24707	Hyland LLC	Software/Online Services	TESS/SBCCD	$1,000.00		
24755	Instructure, Inc.	Software/Online Services	TESS/SBCCD	$25,750.00		
24701	Intermex, Inc.	Bus Rental	Student Services/CHC	$1,300.00		
24702	Intermex, Inc.	Bus Rental	Student Services/CHC	$1,300.00		
24762	JobElephant.com Inc.	Advertising	Human Resources/SBCCD	$35,000.00		
24754	Joespeakesq Inc	On Demand Services	KVCR/KVCR	$50,000.00		
24194	JOJO's Grill-A-Dog	Catering	First Year/SBVC	$5,089.50		
24711	Klein Educational System, Inc.	Software/Online Services	Technical Training/SBVC	$3,660.00		
24767	Kona Ice of Redlands	Catering	Administrative Services/SBVC	No Cost		

Contracts Under Bid Limit and Income Contracts

Board Date 07/13/2023

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
23974	Landrum & Associates Investigative Services	Services	Human Resources/SBCCD	$30,000.00		
24727	Lau, Erin	Licensing	KVCR/KVCR	$4,550.00		
24765	Leepfrog Technologies, Inc.	Software/Online Services	Instruction/SBVC	$9,335.48		
23285	LeMay Construction	On Demand Repairs Agreement	Facilities Planning/SBCCD	$50,000.00		
24738	Lighthouse Services, Inc	Services	Human Resources/SBCCD	$3,750.00		
24719	Mentor & Match Corporation	Services	Student Services/SBVC	$28,000.00		
24698	NAPA Auto Parts	Repairs	Restaurant Management/SBVC	$2,500.00		
24759	Nova Information Group LLC dba Hudson, Donald J, JR	Consultants	TESS/SBCCD	$16,500.00		
24752	Operation New Hope	Income - Training Agreement	EDCT/SBCCD		$84,000.00	
24770	Ortiz Ice Cream	Catering	Administrative Services/SBVC	No Cost		
24768	Party Plus Rental	Rental	First Year/SBVC	$2,922.00		
24744	Party Plus Rental	Rental	Marketing/SBCCD	$881.00		

Contracts Under Bid Limit and Income Contracts

Board Date 07/13/2023

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24718	Provisional Accelerated Learning Center & Charter Academy	Dual Enrollment	Academic Success/SBVC	No Cost		
24714	Rialto USD	Dual Enrollment	Academic Success/SBVC	No Cost		
24584	San Bernardino County Superintendent of Schools	Rescinded/Cancelled	Health Center/SBVC	($11,000.00)		
24667	San Bernardino Symphony Orchestra	Income - Facilities Use	Administrative Services/SBVC		$20,495.37	
24769	Sole Pupuseric	Catering	Administrative Services/SBVC	No Cost		
24731	StreamGuys, Inc.	Software/Online Services	KVCR/KVCR	$6,246.25		
24264	Superior Service Corp	PO as Contract	Restaurant Management/SBVC	$5,500.00		
24766	Tacos Chicanx LLC	Catering	Administrative Services/SBVC	No Cost		
24728	Telengut, Alisi	Licensing	KVCR/KVCR	$4,000.00		
24733	Total Compensation Systems, Inc.	Professional Services	Business Services/SBCCD	$9,400.00		
24735	Trophy Store, The	Production of Awards	President/CHC	$147.93		
24704	Trophy Store, The	Production of Awards	President/CHC	$943.08		

Contracts Under Bid Limit and Income Contracts

Board Date 07/13/2023

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24757	Turnitin, LLC	Software/Online Services	TESS/SBCCD	$33,598.83		
24729	Tweto, Ariel	Services	KVCR/KVCR	$7,460.00		
24703	Vasquez, Robert dba Active Impressions	Production of Logo Items	Outreach/SBVC	$3,636.91		
24730	Vector Environmental Consulting, Inc.	Services	Facilities Planning/SBCCD	$4,500.00		
24743	Wright's Supply, Inc.	PO as Contract	Maintenance/SBVC	$865.00		
24758	Zurc Software Services, LLC	Software/Online Services	TESS/SBCCD	$19,500.00		
Total Number of Contracts = 66				$817,128.97	$4,869,199.37	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

DATE: July 13, 2023

SUBJECT: Summary of Measure CC Construction Change Orders and Amendments

RECOMMENDATION

This item is for information only and no action is required. It includes a report of all Measure CC construction change orders and amendments to date, including those on today's Board agenda.

OVERVIEW

In August 2020, the Board of Trustees adopted a program-wide Measure CC construction change order percentage goal of 5% or less and approved the implementation of the Construction Change Order Process. The Change Order Process was revised and approved by the Board in January 2022.

ANALYSIS

The identified Change Orders were determined to be necessary to support the completion of design and construction, found to be fair and reasonable, and written in accordance with the approved procedures and goals. A detailed report is attached which includes construction change orders and amendments.

Total Measure CC Construction Contracts	Total Measure CC Change Order Amount	Program-Wide Change Order %
$339,968,379	$1,572,476	0.46%

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The costs will be included in the Bond Construction budget.

SBCCD

CONSTRUCTION CHANGE ORDER SUMMARY

Campus	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Program Contracts
CC01-1000 : San Bernardino Valley College	$231,250,322.88	$1,259,093.93	**$232,509,416.81**	0.54%
CC02-2000 : Crafton Hills College	$108,531,556.27	$308,570.98	**$108,840,127.25**	0.28%
CC03-3000 : San Bernardino Community College District Wide	$186,500.17	$4,812.02	**$191,312.19**	2.58%
TOTAL FOR CHANGE ORDERS	**$339,968,379.32**	**$1,572,476.93**	**$341,540,856.25**	**0.46%**

SBCCD

CONSTRUCTION CHANGE ORDER SUMMARY

CC01-1000 : San Bernardino Valley College

CC01-1000 : San Bernardino Valley College

Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC01-3601 : Technical Building Replacement (DBB)	$69,832,624.00	$757,637.00	**$70,590,261.00**	1.08%
CC01-3605 : Softball Field	$3,605,400.00	$357,750.00	**$3,963,150.00**	9.92%
CC01-3606 : Student Services Building (New Construction)	$79,028,833.00	$0	**$79,028,833.00**	-
CC01-3608 : Career Pathways Phase 2 (PDB)	$65,436,634.00	$0	**$65,436,634.00**	-
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	$13,346,831.88	$143,706.93	**$13,490,538.81**	1.08%
CC01-1000 : San Bernardino Valley College Total	**$231,250,322.88**	**$1,259,093.93**	**$232,509,416.81**	**0.54%**

CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	**G.A. Technical Services, Inc. SBVC CWI Utility Upgrades**	**G.A. Technical Services, Inc. - Change Order #0001*** **	**$171,500.00**	**$19,223.96**	**11.21%**	**11.21%**	**PENDING BOARD**	**13-Jul-23**
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	**Icon West, Inc. SBVC CWI East Wing Mechanical Improvements**	**Icon West, Inc. - Change Order #0002**	**$7,582,683.00**	**$3,629.00**	**0.05%**	**0.44%**	**24-May-23**	**13-Jul-23**
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	**Icon West, Inc. SBVC CWI East Wing Mechanical Improvements**	**Icon West, Inc. - Change Order #0001**	**$7,582,683.00**	**$30,099.00**	**0.40%**	**0.40%**	**24-May-23**	**13-Jul-23**
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	**Allison Mechanical, Inc. SBVC Old Central Plant Re-Purpose**	**Allison Mechanical, Inc. - Change Order #0001**	**$495,230.00**	**$0**	**-**	**-**	**24-May-23**	**13-Jul-23**
CC01-3601 : Technical Building Replacement (DBB)	**Icon West, Inc.**	**Icon West, Inc. - Change Order #0008**	**$69,832,624.00**	**$10,524.00**	**0.02%**	**1.08%**	**24-May-23**	**13-Jul-23**
CC01-3601 : Technical Building Replacement (DBB)	**Icon West, Inc.**	**Icon West, Inc. - Change Order #0007**	**$69,832,624.00**	**$21,097.00**	**0.03%**	**1.07%**	**24-May-23**	**13-Jul-23**
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Rebekah and Company	Rebekah and Company - Change Order #0001	$324,089.00	$16,000.00	4.94%	**4.94%**	10-Apr-23	08-Jun-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0006	$1,866,600.00	$1,606.33	0.09%	**3.19%**	30-Mar-23	11-May-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0005	$1,866,600.00	$12,861.33	0.69%	**3.10%**	30-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0005	$69,832,624.00	$165,093.00	0.24%	**1.04%**	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0004	$69,832,624.00	$119,278.00	0.17%	**0.80%**	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0003	$69,832,624.00	$244,500.00	0.35%	**0.63%**	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0002	$69,832,624.00	$123,660.00	0.18%	**0.28%**	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0006	$69,832,624.00	$1,757.00	0.003%	**0.11%**	22-Mar-23	11-May-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0003	$1,866,600.00	$25,839.21	1.38%	**2.41%**	01-Feb-23	09-Mar-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0004	$1,866,600.00	$1,643.34	0.09%	**1.03%**	31-Jan-23	09-Mar-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0002	$1,866,600.00	$6,884.46	0.37%	**0.94%**	31-Jan-23	09-Mar-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0001	$1,866,600.00	$10,670.11	0.57%	**0.57%**	12-Jan-23	09-Mar-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0001	$69,832,624.00	$71,728.00	0.10%	**0.10%**	22-Nov-22	12-Jan-23
CC01-3605 : Softball Field	Green Contractor Studio Construction Agreement	Green Contractor Studio, Inc Change Order #1**	$3,587,500.00	$357,750.00	9.97%	**9.97%**	09-Sep-22	08-Sep-22
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Neff Construction, Inc.	Neff Construction - Change Order #001*	$31,585.00	$2,140.00	6.78%	6.78%	22-Aug-22	08-Sep-22
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	C.I. Services Construction Agreement - Campus Roof Replacement	C.I. Services - Change Order #02*	$398,000.00	$23,512.86	5.91%	9.41%	18-May-22	08-Sep-22

SBCCD

CONSTRUCTION CHANGE ORDER SUMMARY

CC01-1000 : San Bernardino Valley College

CC01-1000 : San Bernardino Valley College

Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC01-3601 : Technical Building Replacement (DBB)	$69,832,624.00	$757,637.00	**$70,590,261.00**	1.08%
CC01-3605 : Softball Field	$3,605,400.00	$357,750.00	**$3,963,150.00**	9.92%
CC01-3606 : Student Services Building (New Construction)	$79,028,833.00	$0	**$79,028,833.00**	-
CC01-3608 : Career Pathways Phase 2 (PDB)	$65,436,634.00	$0	**$65,436,634.00**	-
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	$13,346,831.88	$143,706.93	**$13,490,538.81**	1.08%
CC01-1000 : San Bernardino Valley College Total	**$231,250,322.88**	**$1,259,093.93**	**$232,509,416.81**	**0.54%**

CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	C.I. Services Construction Agreement - Campus Roof Replacement	C.I. Services - Change Order #01	$398,000.00	$13,937.73	3.50%	3.50%	04-May-22	09-Jun-22
CC01-3608 : Career Pathways Phase 2 (PDB)	Sundt Construction Inc.	Sundt CO #01 - Insurance Language Update	$65,436,634.00	$0	-	-	10-Jan-22	12-May-22
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	PGC Construction, Inc. SBVC Library Roofing	PGC Construction Inc. CO#003	$483,000.00	-$10,000.00	-2.07%	-5.04%	29-Jul-21	07-Oct-21
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	PGC Construction, Inc. SBVC Library Roofing	PGC Construction, Inc. - Change Order #02	$483,000.00	$0	-	-2.97%	08-Feb-21	13-May-21
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	PGC Construction, Inc. SBVC Library Roofing	PGC Construction, Inc. - Change Order #01	$483,000.00	-$14,340.40	-2.97%	-2.97%	28-Oct-20	14-Jan-21
CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date				**$1,259,093.93**				

* Chancellor concurrence received due to the single and/or cumulative change order percent being greater than 5% but less than 10%

** Change order greater than $250,000

*** Change order is above the 10% threshold and is being submitted to the Board of Trustees for approval

SBCCD

CONSTRUCTION CHANGE ORDER SUMMARY

CC02-2000 : Crafton Hills College

CC02-2000 : Crafton Hills College

Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC02-3623 : Gym Demolition (DBB)	$1,255,579.18	$96,347.19	**$1,351,926.37**	7.67%
CC02-3625 : Public Safety Training Center (DB)	$6,781,795.00	$0	**$6,781,795.00**	-
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	$11,923,533.09	$108,742.28	**$12,032,275.37**	0.91%
CC02-3631 : Instructional Building (New Construction)	$40,648,641.00	$0	**$40,648,641.00**	-
CC02-3634 : Child Development Center Renovation (DBB)	$2,023,008.00	$103,481.51	**$2,126,489.51**	5.12%
CC02-3635 : Performing Arts Center (DBB)	$45,899,000.00	$0	**$45,899,000.00**	-
CC02-2000 : Crafton Hills College Total	**$108,531,556.27**	**$308,570.98**	**$108,840,127.25**	**0.28%**

CC02-2000 : Crafton Hills College - Executed Change Orders To Date

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	**Hamel Contracting, Inc. CHC CWI Campus Accessibility and Site**	**Hamel - Change Order #02**	**$835,134.45**	**$850.00**	**0.10%**	**1.14%**	**05-Jun-23**	**13-Jul-23**
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	**Hamel Contracting, Inc. CHC CWI Campus Accessibility and Site Improvements**	**Hamel - Change Order #01**	**$835,134.45**	**$8,697.66**	**1.04%**	**1.04%**	**01-Jun-23**	**13-Jul-23**
CC02-3634 : Child Development Center Renovation (DBB)	Hamel Contracting, Inc. Construction Agreement	Hamel - Change Order #02*	$2,023,008.00	$5,229.04	0.26%	5.12%	24-Feb-23	11-May-23
CC02-3634 : Child Development Center Renovation (DBB)	Hamel Contracting, Inc. Construction Agreement	Hamel - Change Order #01	$2,023,008.00	$98,252.47	4.86%	4.86%	15-Feb-23	11-May-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	TotalEnergies (formerly SunPower) DB Contract - CHC CWI Solar PV	TotalEnergies Renewables, LLC - Change Order #02	$7,308,428.00	$17,169.50	0.23%	-0.01%	08-Dec-22	09-Feb-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	TotalEnergies (formerly SunPower) DB Contract - CHC CWI Solar PV	SunPower Corporation, Systems - Change Order #01	$7,308,428.00	-$17,891.20	-0.24%	-0.24%	10-Oct-22	10-Nov-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Baker Electric, Inc. CHC LRC Generator & Equipment Dec. 2021	Baker - Change Order #01	$686,675.00	-$19,592.00	-2.85%	-2.85%	17-Mar-22	12-May-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Mariposa Landscape, Inc. CWI Campus Wide Irrigation Upgrades	Mariposa - Change Order #02*	$392,213.00	$11,088.23	2.83%	5.54%	14-Feb-22	12-May-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Mariposa Landscape, Inc. CWI Campus Wide Irrigation Upgrades	Mariposa - Change Order #01	$392,213.00	$10,641.88	2.71%	2.71%	01-Nov-21	13-Jan-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Borden Excavating, Inc. CHC CWI Building 17 Main Repair	Borden Excavating - Change Order #01	$22,000.00	-$5,225.46	-23.75%	-23.75%	07-Oct-21	18-Nov-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Borden Excavating, Inc. CHC CWI Building 17 Main Repair - Phase 2	Borden Excavating - Change Order #01	$15,000.00	-$4,592.20	-30.61%	-30.61%	07-Oct-21	18-Nov-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Mike's Custom Flooring, Inc. M&O Office Trailer Upgrades	Mike's Custom Flooring - Change Order #01	$8,000.00	-$418.00	-5.23%	-5.23%	01-Oct-21	18-Nov-21
CC02-3623 : Gym Demolition (DBB)	Mac Dad Builders, Inc.	Mac Dad - Change Order #03*	$1,074,000.00	$49,449.22	4.60%	8.26%	07-Sep-21	07-Oct-21
CC02-3623 : Gym Demolition (DBB)	Borden Excavating, Inc. CHC Gym Demo - Bldg 17 Phase 3	Borden Excavation - Change Order #01*	$77,555.00	$7,629.57	9.84%	9.84%	26-Aug-21	07-Oct-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Climatec LLC	Climatec - Change Order #02*	$435,592.00	$41,166.00	9.45%	9.45%	29-Jun-21	07-Oct-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Champion Electric, Inc. CHC CWI Exterior Lighting Improvements	Champion Electric - Change Order #02*	$834,900.00	$62,480.87	7.48%	8.01%	28-Jun-21	07-Oct-21
CC02-3623 : Gym Demolition (DBB)	Mac Dad Builders, Inc.	Mac Dad - Change Order #02	$1,074,000.00	$34,757.37	3.24%	3.66%	09-Jun-21	12-Aug-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Champion Electric, Inc. CHC CWI Exterior Lighting Improvements	Champion Electric - Change Order #01	$834,900.00	$4,367.00	0.52%	0.52%	01-Apr-21	13-May-21
CC02-3623 : Gym Demolition (DBB)	Mac Dad Builders, Inc.	Mac Dad - Change Order #01	$1,074,000.00	$4,511.03	0.42%	0.42%	22-Feb-21	08-Apr-21

SBCCD

CONSTRUCTION CHANGE ORDER SUMMARY

CC02-2000 : Crafton Hills College

CC02-2000 : Crafton Hills College

Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC02-3623 : Gym Demolition (DBB)	$1,255,579.18	$96,347.19	**$1,351,926.37**	7.67%
CC02-3625 : Public Safety Training Center (DB)	$6,781,795.00	$0	**$6,781,795.00**	-
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	$11,923,533.09	$108,742.28	**$12,032,275.37**	0.91%
CC02-3631 : Instructional Building (New Construction)	$40,648,641.00	$0	**$40,648,641.00**	-
CC02-3634 : Child Development Center Renovation (DBB)	$2,023,008.00	$103,481.51	**$2,126,489.51**	5.12%
CC02-3635 : Performing Arts Center (DBB)	$45,899,000.00	$0	**$45,899,000.00**	-
CC02-2000 : Crafton Hills College Total	**$108,531,556.27**	**$308,570.98**	**$108,840,127.25**	**0.28%**

CC02-2000 : Crafton Hills College - Executed Change Orders To Date

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Climatec LLC	Climatec - Change Order #01	$435,592.00	$0	-	-	16-Feb-21	08-Apr-21
CC02-2000 : Crafton Hills College - Executed Change Orders To Date				**$308,570.98**				

* Chancellor concurrence received due to the single and/or cumulative change order percent being greater than 5% but less than 10%

** Change order greater than $250,000

*** Change order is subject to the limitations determined by SBCCD's Uniform Construction Cost Accounting Procedures program for construction contracts between $60,000 and $200,000

SBCCD

CONSTRUCTION AMENDMENT SUMMARY

CC02-2000 : Crafton Hills College

CC02-2000 : Crafton Hills College

CC02-2000 : Crafton Hills College - Contract Amendments

Project	Contract	Amendment	Original Contract Amount	Previous Amendments Cumulative Total	This Amendment Amount	Total Contract Amount	Executed Date	Board Date
CC02-3633 : Central Complex 2 Renovation	**W. E. O'Neil Construction Co.**	**Amendment #01 - Establishment of Guaranteed Maximum Price (GMP)**	**$9,090,787.00**	**$0**	**$418,359.00**	**$9,509,146.00**	**PENDING BOARD APPROVAL**	**13-Jul-23**
CC02-3625 : Public Safety Training Center (DB)	Erickson-Hall Construction Co.	Amendment #02 - Establishment of Guaranteed Maximum Price (GMP)	$6,781,795.00	$2,095,578.00	-$376,256.00	$8,501,117.00	07-Dec-22	12-Jan-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	SunPower Corporation, Systems DB Contract - CHC CWI Solar PV	Amendment #01 - Change in Photovoltaic Module Model and the Production Guarantee (No Cost Impact)	$7,308,428.00	$0	$0	$7,308,428.00	10-Oct-22	10-Nov-22

SBCCD

CONSTRUCTION CHANGE ORDER SUMMARY

CC03-3000 : San Bernardino Community College District Wide

CC03-3000 : San Bernardino Community College District

Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC03-0002 : Program Expenses	$695.00	$0	**$695.00**	-
CC03-3640 : District-Wide	$185,805.17	$4,812.02	**$190,617.19**	2.59%
CC03-3000 : San Bernardino Community College I	**$186,500.17**	**$4,812.02**	**$191,312.19**	**2.58%**

CC03-3000 : San Bernardino Community College District Wide - Executed Change Orders To Date

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC03-3640 : District-Wide	J.A. Urban, Inc. District PMO Office TI	J.A. Urban PMO TI - Change Order #002 - No Cost Time Extension	$185,805.17	$0	-	2.59%	17-Mar-21	13-May-21
CC03-3640 : District-Wide	J.A. Urban, Inc. District PMO Office TI	J.A. Urban District PMO TI - Change Order #001	$185,805.17	$4,812.02	2.59%	2.59%	19-Nov-20	14-Jan-21
CC03-3000 : San Bernardino Community College District Wide - Executed Change Orders To Date				**$4,812.02**				

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Lawrence P. Strong, Director of Fiscal Services

DATE: July 13, 2023

SUBJECT: General Fund Cash Flow Analysis

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The District's budget is a financial plan based on estimated revenues and expenditures for the fiscal year, which runs from July 1 through June 30. Cash refers to what is actually in the District's treasury on a day-to-day and month-to-month basis. District cash balances are reviewed regularly and monitoring the amount of cash available to meet financial obligations is a core responsibility of the Fiscal Services Department. Fiscal year forecasts are updated monthly using the most current actual revenue and expense data and any new guidance from the State. Attached is the restricted and unrestricted General Fund monthly cash flow analysis.

ANALYSIS

As noted in the forecast, cash balances fluctuate throughout the year based on the amount and timing of actual and estimated revenues and expenses. The current cash estimate as of June 30, 2023, increased $15,889,031 to $77,924,899 from the previous estimate of $62,035,868. The cash balance increase is primarily due to more county property tax funds received in May than previously estimated.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

This analysis is an important part of ensuring sufficient cash is available to meet District needs.

General Fund Cash Flow Analysis – Restricted & Unrestricted
Fiscal Year 2022-2023

(as of June 20, 2023, rounded to the nearest $1,000)

												PROJECTED		
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACCRUALS	TOTAL
Estimated Beginning Cash Balance	72,610	74,056	66,825	75,134	75,035	94,238	95,713	99,255	93,551	97,612	102,166	102,990		
Receipts														
Federal			64	-32	-15	-198	5,008	20	-2	151		9,491		14,486
State	12,095	1,758	13,081	25,219	53,436	10,452	9,450	4,142	16,932	9,225	9,835	17,490		183,117
Local	945	2,061	7,277	3,007	5,972	19,527	2,611	3,688	2,410	10,695	8,456	-1,432		65,217
Interfund Transfer & Sale of Assets	952	956	1,461	634	-303	991	993	991	991	991	1,007	2,986		12,652
Accounts Receivable/Accruals	-698	-433	2,358	428	2,046	2,346	-47	-274	1,079	-71	-225	-352		6,157
Total Receipts	13,293	4,343	24,242	29,256	61,135	33,119	18,016	8,568	21,410	20,992	19,073	28,182		281,629
Disbursements														
Academic Salaries	13	2,509	4,522	5,053	5,138	5,153	4,892	4,381	5,028	5,118	5,008	8,721		55,537
Classified Salaries	4,108	2,839	3,049	1,934	3,180	3,469	3,282	3,017	3,363	3,295	3,408	6,238		41,182
Benefits	1,654	2,276	635	2,823	2,847	2,267	2,807	2,705	2,909	2,916	2,502	5,161		31,502
Supplies & Materials	197	81		189	138	72	98	211	234	293	339	2,867		4,720
Other Operating Exp	1,696	2,874	2,536	425	1,779	2,167	1,784	1,327	3,542	1,423	2,263	20,735		42,552
Capital Outlay	262	-25	-93	187	669	197	359	1,218	1,321	1,295	1,688	12,062		19,142
Other Outgo	1,015	37	1,607	4,836	1,162	16,607	1,226	1,475	1,020	2,013	3,100	5,206		39,303
Longterm Post-Employment Benefits	-6	-1	-7	1	-8	8	7	-9	-9	18	-9	5		-9
Accounts Payable/Accruals	2,909	983	3,683	13,907	27,027	1,705	17	-54	-59	66	-49	-7,749		42,386
Total Disbursements	11,847	11,573	15,933	29,355	41,932	31,644	14,474	14,272	17,350	16,437	18,250	53,247		276,314
Increase / (Decrease) in Cash Balance	1,445	-7,231	8,309	-99	19,203	1,474	3,543	-5,704	4,061	4,555	824	-25,065		
Estimated Ending Cash Balance	74,056	66,825	75,134	75,035	94,238	95,713	99,255	93,551	97,612	102,166	102,990	77,925		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Steven J. Sutorus, Business Manager

DATE: July 13, 2023

SUBJECT: Purchase Order Report

RECOMMENDATION

This item is for information only. No action is necessary.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

Education Code 81656 provides that all transactions entered into by an authorized officer shall be reviewed by the Board every 60 days.

ANALYSIS

Purchase orders issued between the dates of 5/16/2023 – 6/14/2023 are attached, except those approved through other agenda items. All purchase orders have been issued in accordance with the District's policies and procedures by an authorized officer of the District.

SBCCD GOALS

4. Ensure Fiscal Accountability/Sustainability

FINANCIAL IMPLICATIONS

The attached purchase orders are included in the appropriate budgets.

Purchase Order Report
July 13, 2023

PO#	Supplier Name	Amount
2306368	THOMAS SCIENTIFIC LLC	3,670.23
2306370	SOUTH COAST AQMD	153.23
2306374	US POSTAL SERVICE	16,945.50
2306375	FOLLETT CORPORATION	799.51
2306376	SAN BERNARDINO CCD	50.00
2306378	FIST INC	1,904.38
2306379	STAPLES BUSINESS ADVANTAGE	130.49
2306392	DICK BLICK HOLDINGS INC	6,403.47
2306393	LAGUNA CLAY CO	309.73
2306397	AARDVARK CLAY & SUPPLIES INC	1,283.25
2306398	GALLEGOS, DECIDERIO	8,000.00
2306400	SOUTH COAST AQMD	153.23
2306401	WULC, GARRETT	8,000.00
2306402	TORRESS, CLAUDETTE	8,000.00
2306403	CASTILLO, CAMBRYN	8,000.00
2306404	HORTON, SAVANNAH	8,000.00
2306405	CANELA, LUIS	8,000.00
2306406	STEVENSON, DAVID C	748.95
2306419	BEST BUY	17,378.25
2306427	CDW LLC	545,347.37
2306437	RUIZ-MARTINEZ, NELVA	474.00
2306449	METU, REGINALD	110.00
2306456	VELASQUEZ, JESSICA	200.00
2306457	AUGSBERGER, KURT	200.00
2306467	KLEIN EDUCATIONAL SYSTEMS INC	53,940.00
2306475	MALONEY-HINDS, COLLEEN	188.02
2306476	SPENCER, DELMY	142.22
2306477	SAN BERNARDINO CCD	900.00
2306478	SAN BERNARDINO CCD	3,600.00
2306483	CALIFORNIA FOOD TRUCKS INC	71,035.50
2306487	NIKAC, STACEY	160.18
2306488	HEMOSTAT LABORATORIES INC	90.55
2306493	BLACKMON, WILLIE	552.62
2306494	STAPLES BUSINESS ADVANTAGE	919.55
2306500	FOLLETT CORPORATION	142.10
2306503	TILLMAN, SHALITA	634.11
2306505	MARTINEZ, JACKLINE	150.00
2306513	QUARK GLASS LLC	774.50
2306514	OPEN JAR PRODUCTIONS LLC	26,430.87
2306515	BRATULIN, PAUL	1,109.57
2306518	NV5 WEST INC	1,666.50

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: MOUs between SBCCD and the California School Employees Association and its SBCCD Chapter 291 (CSEA)

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The District and the CSEA met and entered into the attached Memorandums of Understanding, also known as MOUs.

ANALYSIS

The attached MOUs constitute the full and complete Agreement between the District and the CSEA.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

The cost associated with an MOU is included in the appropriate budgets, where applicable.

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties."

It is Hereby Agreed:

There will be changes to the Athletic Trainer job description (attached herein), which include placement at Range 50 from Range 44 of the CSEA Salary Schedule.

The Athletic Trainer will be added to the 2020-2023 CSEA Collective Bargaining Agreement Article 1: Recognition, section 1.1 and Appendix "A."

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
& Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Noah Snyder, CSEA LLR

Ernest Guillen, Team Member

Yendis Battle, Team Member

David Stevenson, Team Member

Kevin Limoges, Team Member

CT

Athletic Trainer

Classified Range: ~~44~~ 50

Board Approved: 11/18/21, rev. TBD P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Organizes and participates in programs for the care, treatment, rehabilitation, and prevention of physical injuries to athletes in the athletic program.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments. May provide technical and functional direction to assigned student workers/trainees.

REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Evaluates athletic injuries, performs appropriate first aid, and provides referrals to physicians, health services, hospitals, and other health professionals as necessary.
2. ~~Provides follow-up treatment and rehabilitation under physician's direction.~~ Coordinate, develop, and demonstrate post-surgical, preventative, and maintenance rehabilitation programs for student athletes utilizing various rehabilitative techniques, skills, and modalities following standing orders prescribed by the medical physician.
3. ~~Schedules physical examination of all athletes.~~ Develop, Organize, Schedule, and implement preventative treatment methods, including but not limited to Physical Examinations, Emergency Action Plans (EAP's), and concussion management protocols in accordance with CCCAA requirements and guidelines.
4. Applies taping and wrapping of injured areas and for injury surveillance.
5. Attends games and renders first aid and immediate evaluation of injuries as necessary.
6. Ensures Athletic Training Room is open and training services are available whenever intercollegiate teams are practicing or competing on campus.
7. Maintains confidential records, including injury report forms, diagnoses, treatment, prescriptions, physical examination reports, accident reports, and insurance forms as related to the athletics program.
8. ~~Assists in the conditioning, rehabilitation, and maintenance of the student-athletes' fitness to compete.~~ Coordinates and facilitates medical referrals to physicians, specialists, physical therapists, or other healthcare providers for further evaluation or treatment beyond your scope of practice.
9. Operates whirlpool, ultrasound, hydrocollator, muscle stimulator, and other exercise and therapeutic machines.
10. Communicates with coaches, athletes, team physicians, and others regarding injuries, treatments, and rehabilitation programs.
11. Orders, receives, and stocks training supplies, equipment, and materials as needed.
12. ~~Provides technical and functional direction to student trainees in the Athletic Training Education~~

CT

~~Program.~~

13. Maintains current knowledge of athletic training trends and practices; incorporates new developments as appropriate into program.
14. Performs other duties related to the primary job duties.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

CORE COMPETENCIES:

Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions**

Fact Finding

- Obtaining facts and data pertaining to an issue or question
- Uses defined investigation and information search techniques

Adaptability

- Responding positively to change and modifying behavior as the situation requires**
- Accept and adjust to changes and the unfamiliar

Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work**
- Applies skilled final touches on products

Listening

- Comprehend and verbal instructions and orally presented information
- Recalls or retrieves key points in a conversation
- Listen actively by rephrasing others' input cogently and accurately**

Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware
- Experiments and finds novel uses for standard features and functions **

CT

Athletic Trainer

Classified Range: ~~44~~ 50

Board Approved: 11/18/21, rev. TBD P. 3|4

- Adds, improves, modifies, or develops features and functionality**

Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs **

Reading Comprehension

- Understanding and using written information
- Knows the meaning of printed words; comprehend the literal meaning of text
- Make interpretations, applications, deductions, inferences, extrapolations from written information **

Professional and Technical Expertise

- Applying technical subject matter to the job **
- Applies a mastery of knowledge and skill for performing across a wide range of technical or professional applications
- Possess recognized expertise outside of the organization**

Self-Management

- Follows through on instructions and assignments
- Self-directed and self- monitored in commitments and accomplishments
- Redefines or reprioritizes activities within scope of responsibility

Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself
- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

***Lead, Advanced or Senior Level Positions*

Education and Experience Guidelines

Education/Training:

~~A Bachelor's degree from an accredited college or university with major course work in health education, physical education, sports medicine, or a related field.~~ Possession of and ability to maintain a current certification as an Athletic Trainer by the National Athletic Trainers' Association.

Experience:

Two (2) years of experience working as a certified athletic trainer at the secondary level or higher.

CT

Athletic Trainer

Classified Range: ~~44~~ 50

Board Approved: 11/18/21, rev. TBD P. 4|4

License or Certificate:

~~Possession of current certification as an Athletic Trainer by the National Athletic Trainers' Association~~

Possession of current CPR Certificate and First Aid certifications.

Possession of a valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in both indoor and outdoor environments; travel from site to site; frequently works around athletic playing fields; exposure to all types of weather and temperature conditions, noise, blood borne pathogens and bodily fluids. Positions may be required to work evenings, nights, and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work with athletes on playing fields or in training facilities; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to occasionally lift, carry, push, and/or pull moderate to heavy amounts of weight up to 50 pounds; to occasionally lift, carry, push, and/or pull heavier amounts of weight with or without assistance; to operate athletic training equipment requiring repetitive hand movement and fine coordination; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; to identify and distinguish colors; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 20. 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties."

It is Hereby Agreed:

The Student Services Technology Coordinator classification will be added to the classified bargaining unit. This classification will be placed at Range 54 of the CSEA Salary Schedule.

The Student Services Technology Coordinator will be added to the 2020-2023 CSEA Collective Bargaining Agreement Article 1: Recognition, section 1.1 and Appendix "A".

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
& Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Noah Snyder, CSEA LLR

Ernest Guillen, Team Member

Yendis Battle, Team Member

David Stevenson, Team Member

Kevin Limoges, Team Member

Student Services Technology Coordinator

Classified Range: 54

Board Approved: TBD P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Provides high level technical support and training for faculty and staff on software used to support student success technology.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from appropriate supervisor; refers only unusual and complex decisions to supervisor. May provide technical and functional direction to assigned student workers.

REPRESENTATIVE DUTIES

1. Administers and manages the daily operations of the campus' student success technology platforms, such as, but not limited to, Cranium, Starfish, and other Customer Relationship Management (CRM) tools; including the routine support and troubleshooting for students, faculty, and staff; management of user roles and privileges; platform configuration and workflow customization; system status monitoring; and data reporting.

2. For area of assignment, supports initial platform implementation efforts, and subsequent system upgrades, by participating in appropriate planning and implementation teams or committees as needed.

3. Develops and conducts interactive in-person and/or online training for new students, faculty, and staff on the use of technology relevant to their position and needs.

4. Collaborates with appropriate departments regarding the implementation of software platforms that support the campus enrollment and retention. May conduct one-on-one consultation with faculty and staff as needed.

5. Serves as the local subject matter expert on student success technology capabilities and current best practices for their use by students, faculty, and staff.

6. Works closely with technology vendors to resolve technical issues, to monitor and test application functionality, and to plan for platform updates and the release of new features.

7. Assists with troubleshooting and resolving software problems as necessary. Recommends and designs software configurations appropriate for student success technology.

8. Stays current with advances in technology and maintains a knowledge base of new and emerging technologies that support student success and effective strategies to support their adoption.

9. Collaborates with administrators and departments such as Information Technology, Student Services, Instructional Services, Institutional Research, and others, to monitor platform use and to

Student Services Technology Coordinator

Classified Range: 54

Board Approved: TBD P. 2|4

coordinate communications about system status, user needs, and data reporting.

10. Proactively plans the use of student success technologies through all-campus communications, web resources, training events and workshops, meetings, and individual interactions.

11. Performs other duties assigned related to the primary job duties.

MINIMUM QUALIFICATIONS

CORE COMPETENCIES:

Mathematical Facility

- Perform operations involving counting, adding, subtracting, multiplication and division.
- Follow multi-step computational procedures and apply formulas
- Apply basic algebraic or geometric reasoning and problem solving
- Recognize approaches and algorithms for finding real world computational solutions**
- Compute and interpret descriptive statistics**

Critical Thinking

- Analytically and logically evaluate information to resolve problems.
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions**

Attention to Detail

- Focus on the details of work content.
- Show care and thoroughness in adhering to process and procedures that assure quality.
- Apply knowledge and skill in recognizing and evaluating details of work**

Apply skilled final touches on products

Analyzing and Interpreting Data

- Apply sorting, coding and categorizing rules
- Analyze data
- Read reports
- Draw meaning and conclusions from quantitative and/or qualitative data

Professional Integrity and Ethics

- Follow a clear-cut set of rules.
- Understand practical necessity of rules and ethical guidelines.
- Show consistency in behavior and judgement over long term and varied situations.

Legal and Regulatory Navigation

- Understand, interpret, and ensure compliance with laws and regulations.
- Locate, understand, or provide factual regulatory information**
- Work within the bounds and limits of what is permissible.

Using Technology

- Work with electronic hardware and software applications
- Use basic features and functions of software and hardware.
- Experiment and find novel use for standard features and functions **
- Add, improve, modify, or develop features and functionality**

Adaptability

- Respond positively to change and modifying behavior as the situation requires**
- Accept and adjust to changes and the unfamiliar

Innovation

- Imagine and devise new and better ways of doing things**
- Fix what is broken; find solutions and fix with resources at hand
- Find new approaches to perform familiar tasks.
- Create and invent new ideas; envision the unexpected, unexplored, untried**

Listening

- Comprehend verbal instructions and orally presented information.
- Recall or retrieve key points in a conversation.
- Listen actively by rephrasing others' input cogently and accurately**

Professional and Technical Expertise

- Apply technical subject matter to the job **
- Know the rudimentary concepts of performing the essential technical operations.
- Possess recognized expertise outside of the organization**

Self-Management

- Follow through on instructions and assignments.
- Self-directed and self- monitored in commitments and accomplishments
- Redefine or reprioritize activities within scope of responsibility.

Valuing Diversity

- Show acceptance of individual differences
- Welcome input and inclusion of others who may be different from oneself.
- Show understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination.

CT

Student Services Technology Coordinator

Classified Range: 54

Board Approved: TBD P. 4|4

***Lead, Advanced or Senior Level Positions*

Education and Experience Guidelines

Education/Training:

- A Bachelor's degree from an accredited college or university with major course work in education, computer science, or a related field.

Experience:

- Three (3) years of experience working with student services technology.

Equivalency Provision:

1. In the absence of a Bachelor's degree from an accredited college or university with major course work in education, computer science, or a related field, an Associate's degree or and five (5) years of experience working with student services technology is qualifying.
2. In the absence of an Associate's degree from an accredited college or university with major course work in education, computer science, or a related field, equivalent to the completion of high school and seven (7) years of experience working with student services technology is qualifying.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office setting.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to occasionally lift, carry, push, and/or pull light to moderate amounts of weight up to 25 pounds; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties."

The Parties agree to approve the interim Out-of-Class assignment for Manuel Rosales Jr., Technology Support Specialist, to the Senior Technology Support Specialist, DIST, under the following stipulations:

1. The length of the assignment will be July 1, 2023, through December 31, 2023, or until a decision is made by the Employee or management to end the assignment. The Employee began working Out-of-Class on June 27, 2022, as the Senior Technology Support Specialist.

2. The Employee will be compensated at Range 63, Step A. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. The Employee will be afforded all the rights, privileges, powers, and leave accruals appropriate for the position, except for those expressly stated herein.

3. Upon completion of the Out-of-Class assignment, the Employee shall return to their regular classified position as a Technology Support Specialist.

4. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Technology Support Specialist will continue to accrue, and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the out-of-class assignment of Manuel Rosales Jr.

This Agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Ernest Guillen, Team Member

Yendis Battle, Team Member

David Stevenson, Team Member

Kevin Limoges, Team Member

Noah Snyder, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
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June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The Parties agree to approve the interim Out-of-Class assignment for Roger Robles, Senior Technology Support Specialist, to the District Director, Technology Services, under the following stipulations:

1. The length of the assignment will be July 1, 2023, through December 31, 2023, or until a decision is made by the Employee or management to end the assignment. The Employee began working Out-of-Class on June 13, 2022, as the District Director, Technology Services.

2. The Employee will be compensated from the Management Salary Schedule at Range 20, Step C. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.

3. The Parties agree that the Employee, while performing the Out-of-Class assignment, remains a unit member and may benefit from any and all rights and representation afforded them through affiliation with CSEA.

4. The Parties agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as the District Director, Technology Services or be evaluated during this Out-of-Class service.

5. Upon completion of the Out-of-Class assignment, the Employee shall return to their regular classified position as the Senior Technology Support Specialist.

6. The Parties agree that during the Out-of-Class assignment, the Employee's seniority as the Senior Technology Support Specialist will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

7. This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of Roger Robles.

This Agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Ernest Guillen, Team Member

Yendis Battle, Team Member

David Stevenson, Team Member

Kevin Limoges, Team Member

Noah Snyder, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties."

- Effective May 3, 2022, through July 13, 2023, bargaining unit member Keith Candelaria, Athletic Trainer, Range 44 Step E in the Athletic Department at San Bernardino Valley College shall receive 5% out-of-class pay

- Effective May 3, 2022, through July 13, 2023, bargaining unit member Ashley Watkins, Athletic Trainer, Range 44 Step B in the Athletic Department at San Bernardino Valley College shall receive 5% out-of-class pay.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Kevin Limoges, Team Member

Yendis Battle, Team Member

David Stevenson, Team Member

Noah Snyder, CSEA LRR

Ernest Guillen, Team Member

MEMORANDUM OF UNDERSTANDING
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June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

In accordance with Article 16: PERSONNEL, specifically subsection 16.3.1 RECLASSIFICATION REQUEST, it has been determined the following bargaining unit members shall be reclassified.

1. Effective March 4, 2023, bargaining unit member Aida Gil, Administrative Assistant II, Range 37 Step D, 8 hours/260-day work year in the Student Services Department at San Bernardino Valley College will be reclassified to the classification of Administrative Assistant III, Range 41 Step C, 8 hours/260-day work year.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources &
Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Kevin Limoges, Team Member

Yendis Battle, Team Member

David Stevenson, Team Member

Noah Snyder, CSEA LRR

Ernest Guillen, Team Member

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June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

The District is conducting a reorganization in the KVCR Department. Accordingly, both Parties agree to, as part of the reorganization, to the following effects:

Valerie Arce, Administrative Assistant III, Range 41 Step C, 8 hours/260-day work year, will be reorganized into the classification of Administrative Coordinator, Range 45 Step B, 8 hours/260-day work year, effective July 1, 2023. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.

Effective July 1, 2023, the now vacant Administrative Assistant III position in KVCR Department shall be eliminated.

It is further understood that this agreement is unique and shall not set precedence for further requests or situations and shall in no way be constructed as a waiver, expressed or implied, of the Association's rights to negotiate on any and all matters within the scope of representation set forth in the Educational Employment Relations Act.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
and Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Noah Snyder, CSEA LRR

David Stevenson, Team Member

Ernest Guillen, Team Member

Yendis Battle, Team Member

Kevin Limoges, Team Member

MEMORANDUM OF UNDERSTANDING
By and Between
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

June 20, 2023

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

The District is conducting a reorganization in the EOP&S Department. Accordingly, both Parties agree to, as part of the reorganization, to the following effects:

> Amber Martin, Administrative Assistant I, Range 33 Step E, 8 hours/260-day work year, will be reorganized into the classification of Administrative Assistant II, Range 37 Step D, 8 hours/260-day work year, effective June 26, 2023. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.
>
> Effective June 26, 2023, the now vacant Administrative Assistant I position in EOP&S Department shall be eliminated.

It is further understood that this agreement is unique and shall not set precedence for further requests or situations and shall in no way be constructed as a waiver, expressed or implied, of the Association's rights to negotiate on any and all matters within the scope of representation set forth in the Educational Employment Relations Act.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District

Kristina Hannon, SBCCD
Vice-Chancellor, Human Resources
and Police Services

For CSEA

Cassandra Thomas, President CSEA #291

Noah Snyder, CSEA LRR

David Stevenson, Team Member

Ernest Guillen, Team Member

Yendis Battle, Team Member

Kevin Limoges, Team Member

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Professional Expert, Short-Term, and Substitute Employees

RECOMMENDATION

This item is for information only.

OVERVIEW

Per SBCCD Administrative Procedure 7110, in the case of short-term hourly/substitute and student employees, the Board has delegated the Chancellor or his/her designee as the authorizing agent for hire.

California Education Code section 88003 outlines the criterion for hiring an employee on a temporary basis. The length of temporary employment is less than $75.00% of the college year, which amounts to 195 working days. Types of temporary employment include:

- Professional Expert: Districts can go outside the classified service when the scope of work is discrete, temporary, and requires expertise not available within the classified service. Requesting departments certify these by defining the project and identifying an end date for the project. Continued employment is contingent on continued demand and/or funding.
- Short-Term: Districts can use short-term employees on a temporary basis to perform a service upon completion of which, the service, or similar services, will not be extended or needed on a continuous basis.
- Substitute: Districts can employ substitute employees to fill in for a classified employee that is temporarily absent from duty, or if the district is recruiting to hire a vacant position.

ANALYSIS

The attached list of Professional Expert, Short-Term, and Substitute Employees is certified to be in accordance with California Education Code section 88003.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate 2022-2023 budgets.

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.1|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Giatroudakis, Tyler CHC Health & Wellness Center	Post Master Counseling Associate I	07/01/23	06/30/24	$25.00
Soleski, Adam T CHC Health & Wellness Center	Post Master Counseling Associate I	07/01/23	06/30/24	$25.00
Franco, David CHC Health & Wellness Center	Post Master Counseling Associate III	07/01/23	06/30/24	$35.00
Hernandez, Kristina CHC Institutional Advancement	Content Specialist	07/01/23	06/30/24	$28.00
Acosta, Justin J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Beamer, Michael CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Beltz, Naomi L CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Burch, Christopher A CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Cardenas, Christopher J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Commander, John V CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Cota Jr, John S CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Davis, Austin P CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Flores, Kevin E CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Gonering, Kyle A CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Grindle, Gail N CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.2|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Harkless, Aaron J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Landazuri, Rene CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Loomis, Daniel A CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	06/01/23	06/30/23	$20.00/ $25.00/ $30.00
Loomis, Daniel A CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Miller, Mathew CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Moledor, Kevin CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Molloy, David CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Moore, Steven R CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Nguyen, Phong CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Quijada, Richard A CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Rodriguez, Crystal CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Schuster, Jordan J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Seek, Gabriel CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Smith, Austin J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Smith, Nathan J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	06/01/23	06/30/23	$20.00/ $25.00/ $30.00
Smith, Nathan J CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Thronson III, Glen L CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Toomey Randall, Zachary DT CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Tucker, Dustin L CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Valadez, Courtney C CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Yamamoto, Yoshi CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Aldama, Stephen R CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Allen, Nathan CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Bank, Myles S CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/01/23	06/30/24	$20.00/ $25.00/ $30.00
Nguyen, Phong CHC Public Safety and Emergency Services	Medical Director	07/01/23	06/30/24	$3,500.00/ semester
Goodrich, Clayton R CHC Respiratory Care Program	Respiratory Care Clinical	06/15/23	06/30/23	$57.13
Goodrich, Clayton R CHC Respiratory Care Program	Respiratory Care Clinical	07/01/23	06/30/24	$57.13
Perales, Monica A DIST College Corps	Program Assistant	06/01/23	06/30/23	$30.00
Perales, Monica A DIST College Corps	Program Assistant	07/01/23	06/30/24	$30.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Ruiz, Adolfo DIST Economic Development & Corporate Training	Workforce Development/PDC Trainer	06/08/23	06/30/23	$85.00
Ruiz, Adolfo DIST Economic Development & Corporate Training	Workforce Development/PDC Trainer	07/01/23	06/30/24	$85.00
Valles, Yoana DIST Economic Development & Corporate Training	Workforce Development/PDC Trainer	07/01/23	06/30/24	$70.00
Carrillo, Heliodoro O DIST Economic Development & Corporate Training	Transitional Work Crew Trainer	06/06/23	06/30/23	$23.00
Carrillo, Heliodoro O DIST Economic Development & Corporate Training	Transitional Work Crew Trainer	07/01/23	06/30/24	$23.00
Whitaker, William A DIST Economic Development & Corporate Training	Transitional Work Crew Trainer	06/01/23	06/30/23	$23.50
Whitaker, William A DIST Economic Development & Corporate Training	Transitional Work Crew Trainer	07/01/23	06/30/24	$23.50
Ahmadi, Mejgan DIST Educational and Student Support Services	Region 9 Mentee	01/01/23	06/30/23	$625.00/ semester
Elpel, Kristina DIST Educational and Student Support Services	Region 9 Mentee	07/01/22	12/31/22	$625.00/ semester
Elpel, Kristina DIST Educational and Student Support Services	Region 9 Mentee	01/01/23	06/30/23	$625.00/ semester
Hiten, Vanesse DIST Educational and Student Support Services	Region 9 Mentee	01/01/23	06/30/23	$625.00/ semester
Garcia, Dawn DIST Human Resources	Program Assistant	07/01/23	06/30/24	$28.00
Bolita, Anthony DIST KVCR	Closed Captioning Editor III	07/01/23	06/30/24	$22.00
Adame, Daniel DIST KVCR	Content Specialist	07/01/23	06/30/24	$33.00
Anguiano, Wendy DIST KVCR	Content Specialist	07/01/23	06/30/24	$17.00
Awad,Shareen DIST KVCR	Content Specialist	07/01/23	06/30/24	$27.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Fontes, Leo DIST KVCR	Content Specialist	07/01/23	06/30/24	$20.00
Garcia, Breanna DIST KVCR	Content Specialist	07/01/23	06/30/24	$17.00
Kelly, Elizabeth DIST KVCR	Content Specialist	07/01/23	06/30/24	$25.00
Moreno, Joe A DIST KVCR	Content Specialist	07/01/23	06/30/24	$18.00
Ornelas, Matthew A DIST KVCR	Content Specialist	07/01/23	06/30/24	$27.00
Shabeb, Younis DIST KVCR	Content Specialist	07/01/23	06/30/24	$30.00
Maginness, Kellee DIST KVCR	Program Assistant	07/01/23	06/30/24	$40.00
Trejo, Adriana DIST KVCR	Program Assistant	07/01/23	06/30/24	$22.00
Lovekin, Kris DIST Marketing, Public Affairs & GR	Content Specialist	07/01/23	07/31/23	$40.00
Zambrano, Erick DIST Marketing, Public Affairs & GR	Content Specialist	07/01/23	06/30/24	$40.00
Lopez Ramos, Mariana DIST Marketing, Public Affairs & GR	Program Assistant	07/01/23	06/30/24	$40.00
Bagheri, Mahdi SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Bower, Gloria M SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Bruey, Andrew W SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Cervantes, Juana M SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Curiel, Yuriko Y SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Daneshvar, Parisa SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Davis-Leyva, Jessica SBVC Academic Success & Learning Services	Tutor II	07/01/23	06/30/24	$17.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Diego, Jennely SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Dunmire, Benjamin J SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Gheorghiu, Dorothea SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Hannalla, Peter SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Humphrey, Ruth A SBVC Academic Success & Learning Services	Tutor II	07/01/23	06/22/23	$17.00
Humphrey, Ruth A SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Hunt, Ezra SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Ibanez, Shakira SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Matewosian, Amanda A SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Perales Carrion, Omar E SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Prehn, Gerhard SBVC Academic Success & Learning Services	Tutor II	07/01/23	06/30/24	$17.00
Rodriquez, Liz D SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Santana, Alex G SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Tapia Jr-Urbieta, Eduardo SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Teano, Marivic G SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Truitt, Jessica SBVC Academic Success & Learning Services	Tutor II	08/01/23	06/30/24	$17.00
Cabaluna, Shawn M SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Eyler, John SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Montanez,Thomas SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Patino, Mauricio SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Pham, Chung Thuy SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Reyes, Angel SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Rojas, Salvador SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Rosales, Daniel SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Steiner, Rebecca SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$19.00
Zerbel, Alexandria SBVC Academic Success & Learning Services	Tutor III	08/01/23	06/30/24	$20.00
Lee, Alexi SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	07/01/23	06/30/24	$20.00
Lopez, Andy SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	07/01/23	06/30/24	$20.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Pelayo, Edgar SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	07/01/23	06/30/24	$20.00
Russell, Jeffrey SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	07/01/23	06/30/24	$20.00
Valero, Seth SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	07/01/23	06/30/24	$20.00
Cruz, Kenia SBVC Art Gallery	Program Assistant	07/01/23	06/30/24	$25.00
Hanson, Chase SBVC Art Gallery	Program Assistant	07/01/23	06/30/24	$25.00
Notarangelo, Luisa SBVC Art Gallery	Program Assistant	07/01/23	06/30/24	$25.00
Rivas, Rosemary SBVC Art Gallery	Program Assistant	07/01/23	06/30/24	$25.00
Chavez, Maria R SBVC California Adult Education	Program Assistant	07/01/23	06/30/24	$25.00
Garcia, Jessica SBVC CalWORKs & Workforce Development	Program Assistant	07/01/23	06/30/24	$24.00
Nahuat, Wendy SBVC CalWORKs & Workforce Development	Program Assistant	07/01/23	06/30/24	$25.00
Gutierrez, Valeria SBVC Counseling	Program Assistant	07/01/23	06/30/24	$20.00
Bautista, Patrick SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Cooprider, Rosemary SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Ellis, Pamela SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Garcia, Karina SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Hernandez Jr., Ruben SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Honnold, Joseph SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Jacocks, Shiane Daima SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Lara, Andres SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Ponce, Allegra SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Rivera, Yvette Rose SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Sanchez, Melissa SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Strong, Patrick SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Thi, Lien Thi Ngoc SBVC English Department	Tutor III	07/01/23	06/30/24	$19.00
Clouser, Alise SBVC First Year Experience	Program Assistant	05/01/23	06/30/23	$45.00
Clouser, Alise SBVC First Year Experience	Program Assistant	07/01/23	06/30/24	$45.00
Huang, Michael SBVC First Year Experience	Program Assistant	07/01/23	06/30/24	$20.00
Jauregui-Gomez, Melissa M SBVC First Year Experience	Program Assistant	07/01/23	06/30/24	$20.00
Love, Travis J SBVC First Year Experience	Program Assistant	07/01/23	06/30/24	$20.00
Robinson, Kimberly M SBVC First Year Experience	Program Assistant	07/01/23	06/30/24	$25.00
Valencia, Jennifer SBVC First Year Experience	Program Assistant	05/01/23	06/30/23	$20.00
Valencia, Jennifer SBVC First Year Experience	Program Assistant	07/01/23	06/30/24	$20.00
Bolivar, Luis Fernando SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Bradley, Vernon SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Cooper, Wanda SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Crain, Daniel SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Hosea, Keith SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Lane, Wandalyn SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Martinez, Rosalinda SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Razo, Jorge SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Razo, Maria SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Thornton, Eric D SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Wallace-Ellis, Trinity SBVC Foster & Kinship Care Education	Foster Parenting Education	07/01/23	06/30/24	$45.00
Prater Jr, Stephen M SBVC FTVM, Arts & Humanities	Content Specialist	07/01/23	06/30/24	$25.00
Van Luven, Nicholas R SBVC FTVM, Arts & Humanities	Content Specialist	07/01/23	06/30/24	$25.00
Bom, Chandler SBVC FTVM, Arts & Humanities	FTVM Intern I	07/01/23	06/30/24	$15.50
Bermundez, Oscar J SBVC FTVM, Arts & Humanities	FTVM Intern III	07/01/23	06/30/24	$17.00
Clara, Marlene SBVC FTVM, Arts & Humanities	FTVM Intern III	07/01/23	06/30/24	$17.00
Morales, Samantha R SBVC FTVM, Arts & Humanities	FTVM Intern III	07/01/23	06/30/24	$17.00
Navarro, Briana A SBVC FTVM, Arts & Humanities	FTVM Intern III	07/01/23	08/30/23	$17.00
Rodriguez II, Daniel R SBVC FTVM, Arts & Humanities	FTVM Intern III	07/01/23	06/30/24	$17.00
Maldonado, Sarai SBVC FTVM, Arts & Humanities	Program Assistant	07/01/23	06/30/24	$45.00
Sandoval, Jr. Manuel Emillio SBVC FTVM, Arts & Humanities	Social Media Specialist	07/01/23	06/30/24	$21.00
Delgado, Brittani SBVC Human Services	Training Specialist	07/01/23	06/30/24	$19.00
Mendoza, Ruben SBVC Human Services	Training Specialist	07/01/23	06/30/24	$19.00
Ortiz Ocegueda, Gilberto SBVC Marketing & Public Relations	3D Animator	07/01/23	06/30/24	$30.00
Aguilera, Alejandra SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$40.00
Aladin, Vladimir SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$22.00
Bacon, Cristina B SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$35.00
Cabrera, Alexander SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$32.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Faught, Bethany SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$30.00
Garcia, Catherine E SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$30.00
Luna, Oscar SBVC Marketing & Public Relations	Content Specialist	06/01/23	06/30/23	$32.00
Luna, Oscar SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$32.00
Mulhall, Eve SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$35.00
Munoz, Jose SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$30.00
Pishchanetskiy, Anna SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$35.00
Robles, Thomas C SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$32.00
Sifuentes, Jeffrey SBVC Marketing & Public Relations	Content Specialist	07/01/23	06/30/24	$25.00
White, Jacy SBVC Marketing & Public Relations	Content Specialist	04/21/23	06/30/23	$42.00
Rodriguez, Andrew SBVC Marketing & Public Relations	Program Assistant	07/01/23	06/30/24	$49.00
Tarasyuk, Svetlana N SBVC Marketing & Public Relations	Program Assistant	07/01/23	06/30/24	$20.00
Zuev, Vladislav SBVC Marketing & Public Relations	Program Assistant	07/01/23	06/30/24	$20.00
Farkas, Naomi SBVC Office of Student Life	Program Assistant	07/01/23	06/30/24	$20.00
Gonzalez, Gladys SBVC Office of Student Life	Program Assistant	07/01/23	06/30/24	$20.00
Castro, Omar E SBVC Pharmacy Technology	Program Assistant	07/01/23	06/30/24	$38.00
Becker, Cody M SBVC Police Academies/Criminal Justice	Facilitator/Evaluator	07/01/23	06/30/24	$50.00
Hoffman, Alicia D SBVC Police Academies/Criminal Justice	Facilitator/Evaluator	07/01/23	06/30/24	$50.00
Keil, Daniel D SBVC Police Academies/Criminal Justice	Facilitator/Evaluator	07/01/23	06/30/24	$50.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Reynoso, Mark A SBVC Police Academies/Criminal Justice	Facilitator/Evaluator	07/01/23	06/30/24	$50.00
Sancho, Darrell E SBVC Police Academies/Criminal Justice	Facilitator/Evaluator	07/01/23	06/30/24	$50.00
Boatwright, Horace J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Bracciodieta, Paul W SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Carbo, Anthony R SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Carlos, Christopher J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Castillo, Jr. Armando B SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Chencharick, John D SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Doll, Jennifer M SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Fiedler, Anthony S SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Garcia, Andres SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Garcia, Ronald T SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Gracchiolo, Kevin S SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Green, Kenneth J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00

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Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Guerra, Lisa R SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Hernandez, Monica SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Higgins, Mary Jean SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Holsapple, Jeffrey A SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Houser, Dennis A SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Hyde, Robert C SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Jimenez, Edward G SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Kirstenpfad, John A SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Klug, Jeffrey R SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Kocab, Scott J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Lewis, Rosalind W SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Martinez, Ramiro SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Patterson-Eversole, Sherry SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Perea, Joseph G SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.14|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Rios, Miguel A SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Robles, Francisco J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Stanzione, Charles J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Stewart III, John W SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Sutcliffe, Andrew A SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Tabor, Sean M SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Tollefson, Dennis H SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Torres, Xavier J SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Turner, Phillip R SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Vega, Heather M SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Wolfe, Brian M SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/01/23	06/30/24	$35.00/ $50.00
Penniman, Walter SBVC Psychiatric Technology	Mental Health Outreach Navigator	07/01/23	06/30/24	$60.00
De Leon, Nicholas SBVC STAR/TRIO	Tutor III	08/01/23	06/30/24	$19.00
Algarin Aguilar, Anisa SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Brambila, Aldo SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Gastelum, Sergio SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.15|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Godoy, Alexis N SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Guerrero Velandia, Sara SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Harris, Jaida SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Morales, Francine SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Nguyen, Anna SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Padilla, Miguel SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Ramirez, Christina SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Sahadat, Sheik SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Sharif, Mustafa SBVC STEM-MESA	Tutor I	07/01/23	06/30/24	$16.00
Contreras, Mariana SBVC STEM-MESA	Tutor II	07/01/23	06/30/24	$17.00
Gomez, Saira SBVC STEM-MESA	Tutor II	07/01/23	06/30/24	$17.00
Horton, Savannah SBVC STEM-MESA	Tutor II	07/01/23	06/30/24	$17.00
Kipkorir, Amelia M SBVC STEM-MESA	Tutor II	07/01/23	06/30/24	$17.00
Machado, Ines SBVC STEM-MESA	Tutor II	07/01/23	06/30/24	$17.00
Ramirez, Abigail SBVC STEM-MESA	Tutor II	07/01/23	06/30/24	$17.00
Alamillo, Danielle M SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Becerra, Denise SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Cisneros, Richard SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Gonzalez Reyes, Antonio SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Gonzalez, Jaime SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Guzman, Alexis J SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.16|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Hellein, Kailey M SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Ramirez, Drew SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Rodriguez, Salvador SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Santillan, Diana SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Santoyo, Eva A SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Seraj, Aryah A SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Shad, Nicole M SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Vega, Janet SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Velazguez, Luis SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	$19.00
Wulc, Garret P SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Ziprick, Huan N SBVC STEM-MESA	Tutor III	08/01/23	06/30/24	$19.00
Klein, Ann SBVC Student Accessibility Services	Assistant Instructor	07/01/23	06/30/24	$20.00
Garcia Licea, Perla G SBVC Student Accessibility Services	Interpreting/Transliterating Level I	07/01/23	06/30/24	$30.00
Perry, Constance SBVC Student Accessibility Services	Interpreting/Transliterating Level I	07/01/23	06/30/24	$28.00
Scroggins, Kaya D SBVC Student Accessibility Services	Interpreting/Transliterating Level I	07/01/23	06/30/24	$28.00
Ellen, Marlon SBVC Student Accessibility Services	Interpreting/Transliterating Level II	07/01/23	06/30/24	$34.00
Fuentes,-Cabrera, Graciela SBVC Student Accessibility Services	Interpreting/Transliterating Level II	07/01/23	06/30/24	$32.00
Gillis, Alex SBVC Student Accessibility Services	Interpreting/Transliterating Level II	07/01/23	06/30/24	$34.00
Raby, Joshua J SBVC Student Accessibility Services	Interpreting/Transliterating Level II	07/01/23	06/30/24	$34.00
Robles, Adrianna D SBVC Student Accessibility Services	Interpreting/Transliterating Level II	07/01/23	06/30/24	$32.00
Shumate, Allison R SBVC Student Accessibility Services	Interpreting/Transliterating Level II	07/01/23	06/30/24	$32.00

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.17|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Carrera, Angelia V SBVC Student Accessibility Services	Interpreting/Transliterating Level III	07/01/23	06/30/24	$36.00
Picker, Krista SBVC Student Accessibility Services	Interpreting/Transliterating Level III	07/01/23	06/30/24	$37.00
Cable, Melissa SBVC Student Accessibility Services	Interpreting/Transliterating Level IV	07/01/23	06/30/24	$42.00
Nunez, Roberto SBVC Student Accessibility Services	Interpreting/Transliterating Level IV	07/01/23	06/30/24	$41.00
Santos, Norma SBVC Student Accessibility Services	Interpreting/Transliterating Level IV	07/01/23	06/30/24	$42.00
Alvarez, Brittany D SBVC Student Accessibility Services	Interpreting/Transliterating Level V	07/01/23	06/30/24	$45.00
Guevara, Evan SBVC Student Accessibility Services	Interpreting/Transliterating Level V	07/01/23	06/30/24	$45.00
Hughes, Brianna SBVC Student Accessibility Services	Interpreting/Transliterating Level V	07/01/23	06/30/24	$45.00
Ramirez, Rocio SBVC Student Accessibility Services	Interpreting/Transliterating Level V	07/01/23	06/30/24	$45.00
Solorzano, Catherine SBVC Student Accessibility Services	Interpreting/Transliterating Level V	07/01/23	06/30/24	$45.00
Trevino, Catherine SBVC Student Accessibility Services	Interpreting/Transliterating Level V	07/01/23	06/30/24	$45.00
Gutierrez Jr, Rafael SBVC Student Equity/SAS	Program Assistant	07/03/23	06/30/24	$20.00
Dunlap Auxier, Nicole A SBVC Student Health Services	Counseling Trainee	07/01/23	06/30/24	$15.50
Velasco, Ulises SBVC Student Health Services	Counseling Trainee	07/01/23	06/30/24	$15.50
Phong, Nguyen SBVC Student Health Services	Medical Director	07/01/23	06/30/24	$750.00/ semester
Loera, Andrew J SBVC Student Health Services	Mental Health Educator/ Counselor Intern	07/01/23	06/30/24	$55.00
Baiden Sokoya, Ekua A SBVC Student Health Services	Nurse Practitioner III	07/01/23	06/30/24	$65.00
Baxter, Fawn N SBVC Student Health Services	Post Masters Counseling Associate I	07/01/23	06/30/24	$25.00
Rojas, Martha C SBVC Student Health Services	Post Masters Counseling Associate II	07/01/23	06/30/24	$30.00
Todd, Denise E SBVC Student Health Services	Post Masters Counseling Associate III	07/01/23	06/30/24	$35.00
Caulkins, Libby SBVC Turtoring Center	Tutor II	07/01/23	06/30/24	$17.00

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.18|20]

Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
Buchanan, Patrick SBVC Valley Now!	Program Assistant	07/01/23	06/30/24	$25.00
Morales, Brenda SBVC Valley Now!	Program Assistant	07/01/23	06/30/24	$25.00
Penuelas, Landon J SBVC Valley Now!	Program Assistant	07/01/23	06/30/24	$25.00
Rodriguez, Ruth SBVC Valley Now!	Program Assistant	07/01/23	06/30/24	$25.00
Rodriguez, Stephanie SBVC Valley Now!	Program Assistant	07/01/23	06/30/24	$25.00
Tenorio, John F SBVC Valley Now!	Program Assistant	07/01/23	06/30/24	$25.00

Short-Term

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
White, Zachary J CHC Institutional Advancement	Project Assistant II	07/01/23	06/30/24	$16.50
Ruiz-Martinez, Nelva DIST Educational & Student Support Services	Project Assistant III	07/01/23	06/30/24	$18.50
Zerbel, Alexandria SBVC Academic Success & Learning Services	Project Assistant I	07/01/02	06/30/24	$15.50
Monsalve, Krsten SBVC Arts & Humanities	Life Drawing Model	08/14/23	06/30/24	$25.00
Herrarte, Orlando SBVC Counseling	Project Assistant I	07/01/23	06/30/24	$15.50
Melendez, Diana SBVC Counseling	Project Assistant I	07/01/23	06/30/24	$15.50
Christopher, Alicia SBVC Research, Planning & IE	Project Assistant III	07/01/23	06/30/24	$18.50

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.19|20]

Substitute

Employee Name Location Assignment & Department Justification	Duties	From	To	Hourly Rate
Maxwell, Andrew CHC Anatomy & Physiology *Sick/Vacation coverage*	Laboratory Technician II-Anatomy & Physiology	07/13/23	07/27/23	$36.07
Hoyt, Trevor CHC Aquatics *EXT: Sick/Vacation Coverage*	Aquatic Center Pool Attendant	06/21/23	06/30/23	$20.95
Hoyt, Trevor CHC Aquatics *EXT: Sick/Vacation Coverage*	Aquatic Center Pool Attendant	07/01/23	08/20/23	$20.95
Davis, Brian CHC Business and Economics *Ext: LOA*	Lab Technician I - Computer Information	06/10/23	06/30/23	$33.50
Davis, Brian CHC Business and Economics *Ext: LOA*	Lab Technician I - Computer Information	07/01/23	08/09/23	$33.50
Aguilar, Cecilia CHC Chemistry *EXT: CSEA Release Time for Dave Stevenson*	Laboratory Technician III-Chemistry	01/16/23	05/24/23	$37.88
Gomez Jr., Luis CHC Facilities *New: Vacancy*	Grounds Caretaker	05/23/23	06/09/23	$22.01
Michel, Zach CHC Theater *New: LOA*	Senior Theatre Arts Technical Support Specialist	08/01/23	09/29/23	$36.07
Henein, Ilaria DIST Administrative Application Systems *New: Vacancy*	Distance Education Systems Administrator	05/03/23	06/09/23	$32.69
Gutierrez, Zoraida DIST Facilities *New: Vacancy*	Administrative Clerk	06/26/23	07/13/23	$21.50
Larry, Nathaniel DIST Facilities *EXT: Sick/Vacation coverage*	Custodian	06/13/23	06/30/23	$20.44
Larry, Nathaniel DIST Facilities *EXT: Sick/Vacation coverage*	Custodian	07/01/23	08/13/23	$20.44

Professional Expert, Short-Term & Substitute Employees

Presented for Information on July 13, 2023

[v.6.27.2023.p.20|20]

Substitute

Employee Name Location Assignment & Department Justification	Duties	From	To	Hourly Rate
Garrett, Lydia DIST TESS *EXT: Vacancy*	Telecommunications Specialist	05/07/23	06/30/23	$37.88
Garrett, Lydia DIST TESS *EXT: Vacancy*	Telecommunications Specialist	07/01/23	08/28/23	$37.88
Cruz, Arlene SBVC Assessment *EXT: Vacancy*	Student Service Tech	04/07/23	06/07/23	$22.01
Deniz Pelayo, Ariadna SBVC Child Development Center *EXT: Sick/Vacation coverage*	Assistant Teacher/ Teacher	06/20/23	06/30/23	$17.63/ $24.89
Cortez, Rosio SBVC EOPS/CARE *EXT: Vacancy*	Sudent Service Tech	06/12/23	06/30/23	$26.81
Brewer, Leon SBVC Facilities *EXT: Vacancy*	Custodian	05/15/23	06/30/23	$20.44
Carl, Jennifer SBVC Grounds *New: Vacancy*	Grounds Caretaker	06/01/23	06/30/23	$22.01
De La Cruz, Brenda SBVC Student Accessibility Services *EXT: LOA*	Administrative Clerk	06/20/23	06/30/23	$21.50
De La Cruz, Brenda SBVC Student Accessibility Services *EXT: LOA*	Administrative Clerk	07/01/23	08/01/23	$21.50
Moreno, Kevin SBVC Technology Services *Ext: LOA/OOC Coverage*	Technology Support Specialist	06/01/23	06/30/23	$36.07
Moreno, Kevin SBVC Technology Services *Ext: LOA/OOC Coverage*	Technology Support Specialist	07/01/23	09/01/23	$36.07

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Resignations

RECOMMENDATION

This item is for information only. No action necessary.

OVERVIEW

In accordance with Board Policies 2430 and 7350 the Chancellor or designee is authorized by the Board of Trustees to accept the resignation of any employee.

ANALYSIS

The employees on the attached list have submitted in writing their intention to resign.

SBCCD GOALS

2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

Resignations

Presented for Information July 13, 2023

[v.7.5.2023.p.2|2]

Employee Name	Location Assignment & Department	Years of Service	Last Date of Employment
Chavez, Maria Administrative Clerk	SBVC Humanities	4 months	06/30/23
Croy, Jeremy Professor, Administration of Justice	SBVC Administrartion of Justice	3.5	06/05/23
Lester, Wendy Manager, Workforce Development	DSO EDCT	5	06/26/23
Nano, Melissa Environmental Health & Safety Administrator	DSO Facilities Planning	1.5	07/13/23

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Diana Z. Rodriguez, Chancellor

REVIEWED BY: Diana Z. Rodriguez, Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Dr. Linda Fontanilla, Interim President, SBVC
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

DATE: July 13, 2023

SUBJECT: Volunteers

RECOMMENDATION

This item is for information only. No action necessary.

OVERVIEW

Assignments performed by volunteers will not take away responsibilities or duties of regular academic or classified employees.

ANALYSIS

The individuals on the attached list have volunteered their services and acknowledge that they will not receive payment of any kind for services performed.

SBCCD GOALS

1. Eliminate Barriers to Student Access and Success

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

Volunteers

Presented for Information July 13, 2023

[v.6.22.2023.p.2|2]

	Location Assignment	Department	From	To
Davila, Henry	SBVC	Softball	7/14/2023	12/31/23
Doran, Stephanie	SBVC	Women's Soccer	7/14/2023	12/31/23
Fries, Kevin	SBVC	Police Academies	7/14/2023	06/30/24
Gaeta, Luis	SBVC	Softball	7/14/2023	12/31/23
Gonzales, Teresa	SBVC	Women's Basketball	7/14/2023	12/31/23
Luviano, Luis	SBVC	Men's Soccer	7/14/2023	12/31/23
Marquez, Jeremiah	SBVC	Women's Soccer	7/14/2023	12/31/23
Martinez, Ramiro	SBVC	Police Academies	7/14/2023	06/30/24
Sandoval, Jennifer	SBVC	Women's Cross Country	7/14/2023	12/31/23
Spinney, Jeremy	SBVC	Police Academies	7/14/2023	06/30/24

**Ratification: Volunteer was recently made available and, in order to fulfill the needs of the department, the department is requesting to being work at the beginning of the semester.*



BOARD OF TRUSTEES REPORT

LET'S GO! ¡ADELANTE! July 2023

Crafton Hills College's Class of 2023 Makes History, Celebrates New Beginnings



Crafton Hills College's Class of 2023 made history by earning more than 900 degrees and 673 certificates—the highest total earned in the college's 50 year history.

And on May 24, the 806 grads were on the receiving end of lively hoots and hollers as their friends, family and community supporters gathered at the Yucaipa-based college to celebrate its most recent crop of alumni.

"As newly minted alumni of Crafton Hills College, you can proudly tell your friends and family that you graduated from the very best community college in the Inland Empire. In fact, don't be shy about it," remarked CHC President Kevin Horan in the early minutes of the hour and a half-long ceremony.

This year's class was composed of students from varying backgrounds, including 21 veterans, a married couple and four sets of siblings. Close to 300 were leaving Crafton with a 3.5 GPA or higher, with 68 achieving a perfect 4.0 GPA. The youngest and oldest graduates of the Class of 2023 were 17 and 71 years of age, respectively.

In addition to Horan, other speakers included Diana Rodriguez, San Bernardino Community College District chancellor; Dr. Stephanie Houston, chair of the SBCCD Board of Trustees; Crafton Librarian and Academic Senate Co-President Natalie Lopez; and Student Commencement Speaker Angellie Cristobal. Each encouraged graduates, now ending their Crafton experience, to soak in each future chapter of their lives with grace, hope and gratitude no matter what life throws at them.

President Horan quoted Author Rory Vaden's point that "'Success is never owned, it is rented—and that rent is due every day.' Today is a day of celebrating your success, but you start a new tomorrow. Make the most of tomorrow." He continued, "Remember the true value of your education. With education we can transform our communities to be a more just, inclusive, equitable and compassionate."

Added Cristobal later in the ceremony, "My fellow graduates, this is our story of us emerging from times of uncertainty, not knowing the details until we lived and breathed through it ourselves, and we have arrived at the end of this chapter… to bask in the ambiance of our triumph and continue on the road of success no matter how it may look."

"Whatever the next chapter holds, know that we are so deserving of all the greatest blessings life has to offer," she concluded.

Additional event highlights included prelude music by the band Plays Well With Others, the National Anthem performed by Brittany Souisa, and the presenting of the Class of 2023 by Dr. Keith Wurtz, CHC vice president of instruction.

Photo: CHC Class of 2023.



NextUp Grant Award

A $188,7333 boost in funding will allow Crafton Hills College to target another underserved population: current and former foster youth.

Crafton is among a list of statewide institutions to receive funding through the NextUp grant, an award administered through the California Community College Chancellor's Office. NextUp provides funds academic counseling, career guidance, transportation, and grants to assist with the cost of books and supplies, housing, and other educational expenses for current and former foster youth.

"We want to provide high touch wraparound services designed to support the academic and personal goals of our current and former foster youth," said Dr. LaTesha Hagler, EOPS/CARE/CalWORKs/Dream/NextUp associate dean of student services at Crafton.

The NextUp award is an annually funded grant, and Crafton could see an increase in funding each year depending on student enrollment and those that utilize program services.

Photo: EOPS Students at the 2023 graduation ceremony.



Rad Tech Graduation

Seven new Crafton Hills College graduates are ready to embark on their next adventure: radiologic technology.

This year's class – the 55th total under CHC's partnership with Arrowhead Regional Medical Center in Colton – was celebrated at a short but lively ceremony held Tuesday, June 6, in the hospital's Oak Room.

Highlights included the awarding of diplomas and pins to Courtney Collins, Eric Flores, Bryan Johns, Shawna Leanos, Hayley May, Perris So, and Tommy Tran; a photo montage showcasing program highlights; and remarks from program leaders, including Dan Word, dean of career education and development at Crafton, who thanked each grad's support system.

"This is rarely a solo trek to get to this level of success without the love and support from family, friends and loved ones, and so you all should feel really appreciated in what you've given and what you've done to help them get to this place," he said.

Humor, which helped drive this year's class to the finish line, was reflected in the comments by student speakers and a special photo presentation highlighting moments captured throughout the two-year program, such as some of the graduates falling asleep in class or volunteering as patients to complete labs.

Photo: CHC Student's Rad Tech Grad Cap.



Fire Academy Chief Mike Alder to Say Goodbye to Crafton Hills College

Crafton Hills College Fire Academy Chief Mike Alder always encourages his cadets to leave the fire service better than they found it. And after 40 years in the profession, many would agree that Alder did just that.

Alder – who is an academy alumnus himself, a member of the second graduating class in 1982 – has announced his retirement from the post effective this August, a decision that he made in the best interest of his family, he said.

Alder began working with the academy in 1985, while balancing a full-time position with the San Bernardino City Fire Department. He retired from that department in 2012 and two years later was named Fire Academy chief at Crafton.

Preparing cadets for a career in the fire service is no easy task. The 16-week academy requires students to be on site 12 hours a day – sometimes more – learning the ropes and completing required coursework. Alder and his team work behind the scenes implementing effective ways to teach the challenging subject matter and securing funding to support cadets who may be financially struggling.

Although leaving is bittersweet for Alder, the longtime academy mainstay knows he'll always have a home at Crafton and is excited to see what the program holds for the next generation of cadets "coming up the ladder."

"It was an awesome ride," Alder said. "I could have never done any of the things that I feel proud about if I didn't have the support … of people around me at the fire department and at [Crafton]. I have been blessed to have great administrators and people who believe in this program."

He continued, "Everything works out the way it should. I'm a big believer in that. And so, I have a big smile on my face because in the last few years I have been a little baffled and disappointed with some of the things that I've seen coming through the door that are opposite of what the fire service's got to be about. But, this academy, after the 19 academies that I've run, this is the best [one] that I've been around. They're living proof that there's good, selfless people out there that are going to make the fire service a better industry."

As for his plans moving into this next phase of life, Alder said he is excited to settle down with his wife, Carla, at their new home in Borrego Springs, travel, and play some golf.

"Family always comes first," Alder said.

Photo: Chief Mike Alder.



Performing Arts Center Groundbreaking

Crafton Hills College celebrated the groundbreaking of the Finkelstein Performing Arts Center on May 31.

This state-of-the-art facility, funded by bond measure CC and state-matching funds, will be the new home for music, theater, and dance programs. The 24,000 square-foot venue features a 274-seat main theater, a smaller blackbox theater, dressing rooms, offices, and dedicated music labs with a recording studio. With environmentally conscious design elements, the center will promote sustainability, and is set for completion in fall 2025.

The Finkelstein Performing Arts Center represents the future of arts education and endless possibilities for students, faculty, and the community.

Photo: Mark McConnell, Natalie Hinton, Enggie Ocampo-Morales, Paul Jacques, Kay Weiss, Juniper Burgess, Arthur Buenaventura.



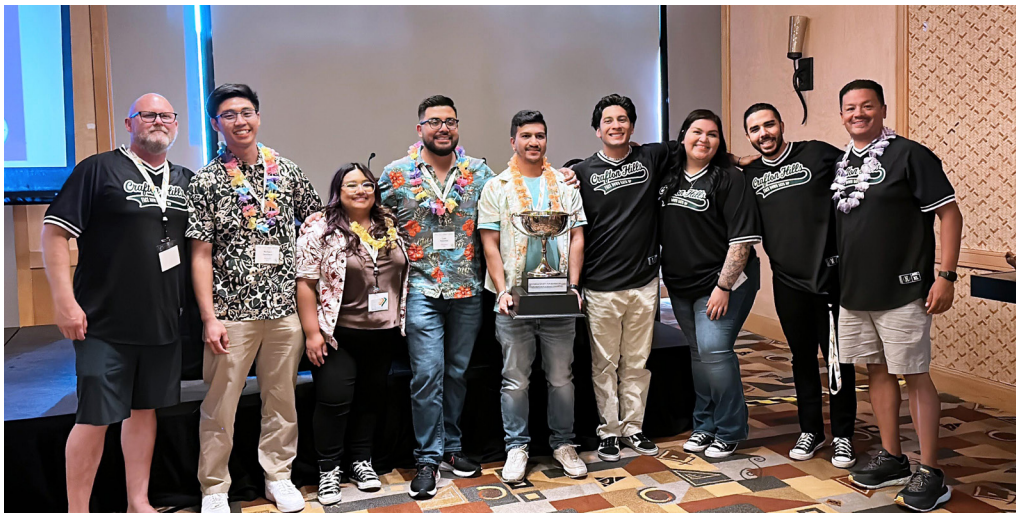
Retiree Brunch

Crafton Hills College retirees were treated to a brunch hosted by the CHC Foundation on June 22. CHC President Kevin Horan shared plans for new campus buildings, including a performing arts center and public safety training center. He highlighted the Foundation's role in supporting student needs and opportunities.

Following Horan's report, attendees were invited to share stories about notable experiences they had while at CHC. Damaris Matthews, who taught reading and headed the learning resource center -- then located on the third floor of the old library building -- recounted how she and her faculty and staff prepared Thanksgiving dinner for the whole campus. Dr. Jim Holbrook commended on the boldness of Judy Giacona, the CHC nurse who headed the Student Health Service, for pioneering safe sex protections for students to prevent STDs, when doing so was controversial.

Ryan Harold, interim fire chief, discussed the financial burden on students in the Fire Academy and EMT programs. The Foundation aims to establish an endowment fund to assist students and retirees were encouraged to contribute. The event concluded with gratitude from Michelle Riggs, Director of Institutional Advancement, and retirees receiving CHC's 50th Anniversary book.

Photo: CHC Retirees.



Sputum Bowl State Champs!

Two teams from Crafton Hills College's Respiratory Care program won first and second place at the state-level Sputum Bowl competition at the California Society for Respiratory Care's (CSRC) annual convention on June 21. The two Crafton teams consisted of Richard Sevilleno, Alejandra Martinez, Luis Rebollar, Rajendra Pandey, Cristian Garcia, Jasmine Quezada, and Cameron Maldonado. The teams were led and coached by its program director, Michael Sheahan, and director of clinical education, Daniel Rojas. The students wore commemorative jerseys in honor of Nico Cabalu, their former classmate and teammate who tragically passed away in April after the team won their regional title.

The two teams placed 1st and 2nd in the regional competition, beating out six other teams including Modesto Junior College, Mt. San Antonio College, and San Joaquin Valley College.

The Sputum Bowl has been a tradition at the American Association for Respiratory Care (AARC) Congress since 1978. According to the AARC website, "uniquely 'RT,' the Bowl is the number one place to test your respiratory care knowledge against the best of the best in the profession. Nowhere else will you find therapists cheering on teams from across the country as they race to answer questions on everything from aerosol delivery to arcane gas laws." This event began including a student division in 2004.

The two teams will now move on to the national competition in Nashville in November 2023.

Photo: Michael Sheahan, Richard Sevilleno, Alejandra Martinez, Luis Rebollar, Rajendra Pandey, Cristian Garcia, Jasmine Quezada, Cameron Maldonado, Daniel Rojas III.

EDCT

Economic Development & Corporate Training

EDCT and PAL Charter Academy Partner to "Save Our Sons"





Goal 1: Eliminate Barriers to Student Access & Success

On May 9th, 2023, the Economic Development and Corporate Training (EDCT) Division of the San Bernardino Community College District partnered with PAL (Provisional Accelerated Learning) Charter Academy to inspire and prepare young men for future success. Dwaine Radden, Sr., CEO/Executive Director of the PAL Center brought 20 members of the Saving Our Sons (SOS) program. The young men were met by Timothy Vasquez of EDCT and toured the campus, learning about the many training opportunities available to them, including trades and specific positions currently in demand. The tour ended with a "Dress for Success" workshop and a visit to EDCT's "Suit Room", where each young man received a suit and accessories appropriate for job and school interviews.

After their visit to EDCT, SOS members would "dress for success" in their new suits and visit California State University, San Bernardino. Dr. Gregory Richardson, Director of the Watson and Associates Literacy Center at CSUSB, gave the young men and PAL Charter Academy staff a personal tour of campus. In addition to discovering the many programs of professional career opportunities available at CSUSB, they enjoyed both bowling and lunch on campus.

EDCT

“Crypto Scammer” Team Wins Mayors Cyber Cup

Temecula City once again showcased its rising cybersecurity stars at the fifth annual California Mayors Cyber Cup - Inland Empire/Desert Region. In a memorable ceremony at the city council meeting, the triumphant ‘Crypto Scammer’ team proudly presented the perpetual trophy to Mayor Zak Schwank.

The five victorious team members, together with their coach Cole Randall, stood united, representing their journey of dedication, knowledge, and teamwork. In attendance were proud parents, esteemed officials from the school district, and regional representatives all joining in to celebrate this significant achievement.
Mayor Zak Schwank took the opportunity to highlight the profound regional impact of the California Mayors Cyber Cup. “This event is about more than just a competition, it’s about the importance of cybersecurity education, and about creating a platform that lets our students shine and grow,” he said. “For the second consecutive year, the winning teams have emerged from the Temecula School District, showcasing our commitment to excellence in education.”

Avi Nair from the Inland Empire/Desert Regional Consortium Strong Workforce program praised the students’ endeavors. “We are proud of all the students and their expanded vision of opportunities for career development and continued education at their local community colleges.”

The California Mayors Cyber Cup Inland Empire/Desert Region was made possible by the funding from the Inland Empire/Desert Regional Consortium Strong Workforce Program. The event was seamlessly designed, managed, and executed by synED, a California non-profit organization demonstrating their commitment to fostering cybersecurity talent in the region.

Economic Development & Corporate Training



Goal 3: Be a Leader & Partner in Adressing Regional Issues

Economic Development & Corporate Training

EDCT and SBCUSD Innovative “Bridge to WORC” Adult Students with Learning Disablities

In May 2023, the Economic Development and Corporate Training (EDCT) Division of the San Bernardino Community College District partnered with the San Bernardino City Unified School District’s (SBCUSD) “Bridge to WORC” (Working On Real Careers)” program to provide a week-long forklift training to adult students with learning disabilities. “Bridge to WORC” students develop valuable work and community skills that will aid in their adult independence. While EDCT has long provided outstanding forklift instruction to a variety of populations, this was the first time an entire cohort of adults with learning disabilities received this in-demand job training at the EDCT campus.

In addition to classroom and hands-on instruction on forklift safety and operation, the program included Cal/OSHA (10-Hour) certification. After completing the training and receiving their certificates, EDCT Manager Timothy Vasquez led a “Dress for Success” workshop in the “Suit Room”, and each student received clothing and accessories appropriate for professional interviews.



“Dressed for Success”

EDCT



"Bridge to WORC" program provided adult students with learning disabilities hands on instruction at EDCT on safety and forklifts.

Goal 1:
Eliminate Barriers to Student Access & Success

Newly-certified students, "Bridge to WORC" staff, and Tim Vasquez EDCT



Instructor Roger Hillard demonstrating forklifting operation to students

Economic Development & Corporate Training

KVCR PUBLIC MEDIA

PBS npr FNX

JULY 2023

Around SBCCD

KVCR WAS ON HAND TO COVER GROUNDBREAKING AT CRAFTON HILLS Crafton Hills College broke ground on the new Finkelstein Performing Arts Center. The groundbreaking ceremony was well attended and enjoyed by many members of SBCCD and the community.



WORC STUDENTS COMPLETE THEIR TIME AT KVCR KVCR is lucky to welcome participants from the WORC program every semester. These students help with folding, stuffing, and distribution of KVCR membership letters. Everyone at the station enjoyed their positive, can-do attitude! Team members celebrated with cake and much appreciation for their contribution this semester.

EXECUTIVE DIRECTOR CONNIE LEYVA GIVES KEYNOTE SPEECH AT SBVC MIDDLE COLLEGE HIGH SCHOOL GRADUATION These students are among the best and the brightest in our community with many graduating with their High School Diploma and an Associate Degree. Go future leaders!

Around the Community

KVCR STAFF ATTENDS ANNUAL PBS CONFERENCE For the first time in several years, the annual PBS Conference was held in person. The event offered insight into current happenings in the Public Media world. New shows were previewed and ways to increase membership was a hot topic. All who attended came away energized and with great ideas!

PUBLIC MEDIA WOMENS HOSTS LEADERSHIP SUMMIT Executive Director Connie Leyva attended the event and offered a keynote speech to the women who had just completed a 9-month training program. Women in attendance were from Public Media across the county.

ACCLAIMED CAMERMAN AND AUTHOR LUIS FUERTE VISITS KVCR Five-time Emmy-award winner Luis Fuerte shared with SBVC students and the KVCR team about his experience as cameraman for the long running Huell Howser show *California's Gold*. Their adventures in exploring California while making this hugely popular show, which still runs on PBS even a decade after Huell's passing, have been captured in Mr. Fuerta's 2017 book, "*Louie, Take a Look at This!: My Time with Huell Howser*." This was a great experience for all involved.

KVCR ATTENDS MEDIA LITERACY WORKSHOP KVCR team members shared knowledge and heard from the community regarding Public Media. Attendees of the workshop have made plans to tour the station at their earliest convenience!

Latest Announcements

COMMUNITY ADVISORY BOARD (CAB) ESTABLISHED AT KVCR The first meeting of the KVCR CAB kicked off with all members attending to share their views and ideas. Originally schedule to meet bi-monthly, the Board decided this group should meet monthly instead! KVCR looks forward to working with these valuable community leaders.

KVCR PUBLIC MEDIA

PBS npr FNX

JULY 2023

Balance Sheet As of 05/31/23

	KVCR	FNX
Assets		
Cash in County Treasury	2,101,231	(1,369)
Estimated Revenues Receivable*	150,100	18,000
Prepaid Expenses	156,829	83,646
Other Assets	33,534	-
Total Assets	2,441,694	100,277
Liabilities		
Accounts Payable	(17,895)	(3,127)
Interfund Payable	4,031,071	3,181
Temporary Loans	-	1,157,014
Deferred Income	462,577	-
Health and Welfare	82,345	110
Other Miscellaneous Liabilities	18,426	549
Total Liabilities	4,576,524	1,157,727
Fund Balance	(2,134,830)	(1,057,450)

* *Estimated per bank statements as of May 31, 2023*

Estimated Revenues & Expenditures For 11 Months Ended 05/31/23

	KVCR	FNX
Revenues		
Contributions and Grants	1,016,365	215
Underwriting	123,259	26,000
Contributions, Gifts	20,000	-
Rentals and Leases	371,189	-
Estimated Revenues*	150,100	18,000
Interest Revenue	30,207	1,365
Interfund Transfers In--SBCCD	165,086	-
Transfers In--PARS Endowment	600,000	-
Total Revenues	2,476,206	45,580
Expenditures		
Classified Salaries	1,764,936	25,154
Employee Benefits	750,855	10,673
Books and Supplies	13,759	366
Services and Operating Expenditures	2,095,465	287,629
Capital Outlay	5,880	-
Interfund Transfers Out-SBCCD	33,752	-
Total Expenditures	4,664,647	323,822
Revenues Less Expenditures	(2,188,441)	(278,242)

* *Estimated per bank statements as of May 31, 2023.*

Experience KVCR

KVCR - 24.1 - OVER THE AIR
Cable: Frontier FiOS, Spectrum, AT&T U-verse
Satellite: DirecTV, Dish TV **Live Streaming:** kvcr.org, PBS App, and mobile
VOD: PBS Passport

RADIO - 91.9FM
kvcrnews.org, and the KVCR mobile app, NPR One Mobile App and on "Alexa" and "Google" smart speakers

KVCR Community Calendar for all the latest happenings.

FNX - 24.2 - OVER THE AIR
Cable: Frontier FiOS, Spectrum, AT&T U-verse
Live Streaming: Locality **Nationally:** 30 affiliates broadcasting in 28 states

DESERT CITIES - 24.3 - OVER THE AIR
Cable: Frontier FiOS

CREATE - 24.4
Over the Air

For more information link to our digital report at https://www.kvcr.org/board/.

JULY 2023

San Bernardino Valley College

PRESIDENT'S BOARD OF TRUSTEES REPORT

The President's Monthly Report to the Board of Trustees, Campus & Community

BLUEPRINT FOR SUCCESS, 2022-2023

GOAL 1	GOAL 2	GOAL 3	GOAL 4
ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.	BE A DIVERSE, EQUITABLE, INCLUSIVE, & ANTI-RACIST INSTITUTION.	BE A LEADER & PARTNER IN ADDRESSING REGIONAL ISSUES.	ENSURE FISCAL ACCOUNTABILITY & SUSTAINABILITY.

SBVC ATHLETICS CLOSES EXCEPTIONAL 2022-2023 ACADEMIC YEAR WITH STRING OF RECORDS, VICTORIES & SUCCESS STORIES





While it might be a cliché to say that a season was one for the record books, the 2022-23 school year at San Bernardino Valley College saw several athletes make their marks in the school's all-time records.

And nowhere was that more apparent than with the 2022-23 men's basketball team, which made a trip to the state's Elite Eight for the second consecutive season. The Wolverines finished the season with a record of 27-4, falling in the state quarterfinals to the defending state champions – and this year's runner-up – City College of San Francisco. San Francisco lost in the championship game to Fullerton, which SBVC had beaten earlier in the season.

While the team fell short of its ultimate goal, SBVC fans were treated to seeing two of the school's all-time best finish their careers at San Bernardino. Dominique Daniels and Armon Muldrew leave SBVC with their names atop categories in the school's all-time records.

The 2023 season was supposed to be one of new beginnings for the SBVC softball team. But unforeseen construction issues caused the opening of the school's new softball complex on hold indefinitely. Forced to find a new off-campus home, the Wolverines landed at Loma Linda University's Drayson Center for the 2023 season, and the team made the most of their new home away from home.

SBVC returned to the postseason for the first time since 2015, and posted its first winning record since 2017, as the Wolverines finished the season with a record of 20-17. The team had a chance to take the Inland Empire Athletic Conference championship on the final day of the regular season against Chaffey. The two rivals battled back-and-forth over nearly four hours in the first game of a doubleheader, before the Panthers prevailed 7-6 in a 12-inning battle. SBVC battled back in the second game, beating Chaffey 10-8 to finish a game behind Chaffey in the standings, and secure their berth in the postseason.

Congratulations, Wolverines!

Contributed by Bill Norris, Sports Information Specialist.

*Read the full article at **www.valleycollege.edu/news**.*



COMMUNITY COMES TOGETHER FOR FINAL BEAM PLACEMENT ON TECH BUILDING





GOAL 4: ENSURE FISCAL ACCOUNTABILITY & SUSTAINABILITY

On June 9, the campus community gathered outside of the future Applied Technology Building at San Bernardino Valley College to watch as the last beam was placed on its frame. The high-sustainability building is made to have zero emissions, even providing electricity to the school via the photovoltaic technology being built into the structure.

The project is set to be completed in the year 2025 and aims to provide a learning space for the college's next generation of aspiring engineers, contractors, and creatives. Inside the building, students will receive hands-on training in various fields, including electric vehicle repair, water inspection technology, modern machining, HVAC technology, and more. Funding for the project comes from a mix of local contributions and state support through Measure CC and the State of California.

Interim President Dr. Linda Fontanilla said, “Our new Applied Technology Building represents our commitment to providing our local students with the best education and training available, which will allow them to excel in their careers.”

Attendees were give the opportunity to sign the beam, as a representation of the support and enthusiasm of the San Bernardino community in celebrating an SBVC milestone.

This newest SBVC landmark symbolizes the continuation of the campus's almost century of work towards a brighter future for San Bernardino Valley College students and the entire community.

SBVC HAS ITS OWN MARCH MADNESS DURING DODGEBALL TOURNAMENT

With the end of the spring semester in sight, the San Bernardino Valley College March Madness Dodgeball Tournament gave students, faculty, and staff a chance to celebrate what they accomplished and get motivated for the final stretch.

The tournament was held March 29 on the basketball court, with about 100 people coming out to enjoy a lunch and cheer on the eight teams that participated. The event doubled as an information session, and students were also able to learn more about available on-campus resources, including specialized counseling programs and health services, as well as summer and fall registration and Commencement.

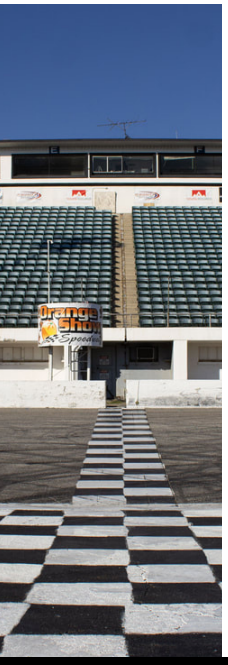
The dodgeball teams were comprised of students and employees from CalWORKs, Marketing, Creative Services & Public Affairs, the Veterans Resource Center, and the DREAMers Resource Center. The goal was to get people out of their routine and see that it's "okay to play, it's okay to smile and laugh, and it's okay to step away from the computer and interact with your fellow Wolverines," Keenan Giles, EOPS/CARE counselor, said. "Plus, we have a beautiful facility and we're coming off of an impressive SBVC Boys Basketball season." Giles would love to see more dodgeball tournaments at SBVC, saying they not only boost morale but also "allow people to enjoy a moment together and hopefully spark a flame of having fun at Valley."





GOAL 2: BE A DIVERSE, EQUITABLE, INCLUSIVE, & ANTI-RACIST INSTITUTION







GOAL 4: ENSURE FISCAL ACCOUNTABILITY & SUSTAINABILITY

SBVC'S FILM DEPARTMENT ANNOUNCES NEW COLLABORATION WITH NATIONAL ORANGE SHOW SPEEDWAY

FTVM is offering two new courses for students during the Fall 2023 semester. In Sports Broadcasting, students will write, produce, shoot, and edit broadcasts to air on television via San Bernardino Community College District's public media program, KVCR. Students will interview local athletes, write and produce feature material for broadcast, and highlight the contributions of minorities and women in sports. In addition, as a unique collaboration, the program has partnered with the National Orange Show Speedway, providing students with the unique opportunity to shoot short and long-form video content of the races and interview racecar drivers for social media and TV broadcasts.

In News Broadcasting, students will learn the art of reporting, writing, and producing video stories for various formats, ranging from 30-second social media pieces to four-minute BBC-style spots. Students will apply reporting techniques to the audio-visual medium, effectively telling news, feature, and investigative stories. Throughout the course, students will explore ethical issues relevant to video journalism, master the art of interviewing for video, shoot sequences, and develop skills for writing in the short news format. The combined efforts of the students will also culminate in a weekly news show to broadcast on KVCR.

Students can use career development services through the Institute of Media Arts, including portfolio development, resume writing, networking skills, and local and regional internship opportunities. Graduates from the department have recently secured admission at esteemed four-year film and media institutions such as UCLA, UC Berkeley, USC, CSUN, Cal State Long Beach, and Cal State Los Angeles.

SBVC & SOCAL BLACK CHAMBER HOST 2ND ANNUAL JUNETEENTH CELEBRATION

On Sunday, June 18, San Bernardino Valley College and the Southern California Black Chamber partnered to hold the eagerly anticipated 2nd Annual Juneteenth Celebration on campus, an event commemorating the emancipation of enslaved African Americans in the United States. As an institution committed to diversity, inclusivity, and anti-racism, SBVC embraced the opportunity to educate, inspire, and uplift the community by honoring the historical significance of Juneteenth.

The event showcased a vibrant blend of cultural performances, delicious food, local vendors, and communal engagement, serving as a beacon of unity and empowerment in a celebratory atmosphere.

Interim President Dr. Linda Fontanilla expressed her enthusiasm for the 2nd Annual Juneteenth Celebration, highlighting its significance and impact on the community. She stated, "The Juneteenth Celebration at San Bernardino Valley College serves as a powerful reminder of our shared history and the ongoing struggle for equality. By commemorating this important milestone in African American history, we honor the strength, resilience, and achievements of the community."

Though celebrated by many Black communities throughout the United States for over a century, Juneteenth only became a federal holiday in 2021.



GOAL 2: BE A DIVERSE, EQUITABLE, INCLUSIVE, & ANTI-RACIST INSTITUTION

SBVC BECOMES FIRST CA CC TO LAUNCH SPANISH WIKIPEDIA PAGE

San Bernardino Valley College (SBVC) has yet again proven its commitment to inclusivity and expanding its outreach efforts by becoming the first community college in the state to launch a detailed Wikipedia page in Spanish.

Spearheaded by the college's marketing department, this groundbreaking initiative not only strengthens SBVC's online presence but also demonstrates its dedication to serving a diverse student body and community.

The launch of the Spanish Wikipedia page is poised to expand SBVC's multilingual marketing efforts. By making information easily accessible to Spanish-speaking individuals, the college aims to attract prospective students, engage with the local community, and foster a sense of belonging among current students and their families. This initiative not only opens doors to educational opportunities but also highlights SBVC's commitment to diversity, equity, and inclusion.

The launch of the Spanish Wikipedia page is just one of the many initiatives SBVC has undertaken to enhance its outreach and engagement with the community. By embracing new technologies and communication platforms, the college demonstrates its commitment to evolving with the times and meeting the needs of its constituents effectively.

The page can be found by searching for San Bernardino Valley College on Wikipedia, then selecting Español under language options.

Colegios Comunitarios de San Bernardino en San Bernardino.

Historia [editar]



Colegio Junior de San Bernardino, alrededor de 1933

EVENTS

Aug 11 | **Fall 2023 Opening Day**
9:00 AM | SBVC Auditorium

Aug 14 | **Fall Semester Begins**

@sbvalleycollege

701 Mount Vernon Avenue, San Bernardino, CA 92410