AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT

SUBJECT: Revision to Board Policies
Chapter 6: Business and Fiscal Affairs

REASON FOR BOARD CONSIDERATION
☐ ACTION ☐ CONSENT ☒ FIRST READING
☐ SECOND READING ☐ INFORMATION
☐ REPORTS

ITEM NUMBER 2.1

DATE August 14, 2014
ATTACHMENT(S) 12 pages

BACKGROUND:

The Santa Barbara Community College District has contracted with the Community College League of California (CCLC) to assist the college in conducting an extensive review of all District policies and administrative procedures. This review process will ensure that our policies and procedures are up-to-date, in compliance with current legal standards, and integrate the institution’s direction, philosophy and practices.

Working closely with the consultant from CCLC, a designated lead has been identified for each of the seven chapters of the Board Policy Manual. The lead is responsible for conducting an in-depth review of the policies proposed for their area and revising the policies to reflect the college’s approach to the specific issue under review. Our consultative process includes having these revised policies reviewed and discussed by the Board Policies and Administrative Procedures (BPAP) Committee, which represents all constituent groups on campus. The Board Subcommittee for this project then reviews and discusses the revised policies prior to these policies coming to the full Board for first reading. Policies will then come back for a second reading and approval at the next Board meeting.

Twelve of the policies from Chapter 6: Business and Fiscal Affairs are ready for first reading. These policies have been thoroughly reviewed by the Board Subcommittee and by the BPAP Committee and are in compliance with all state and federal statutes and regulations.

RECOMMENDATION:

None

Administrator Initiating Item: Lori Gaskin, President
BP 6150 DESIGNATION OF AUTHORIZED SIGNATURES

References:
   Education Code Sections 85232, and 85233

**NOTE:** The following language reflects SBCC's current BP 6150 language. The League's Policy and Procedure Service template language parallels the language in current SBCC policy.

- From the current SBCC BP 6150 titled Designation of Authorized Signatures

Authority to sign orders and other transactions approved by the Board on behalf of the Board is delegated to the Superintendent/President and other officers appointed by the Superintendent/President.

The authorized signatures shall be filed with the County Superintendent of Schools.

**NOTE:** The red ink signifies language that is legally required and recommended by the Policy and Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City College BP 6150 titled Designation of Authorized Signatures adopted on 9-26-02. This document was reviewed by the Vice President of Business Services on 9-27-12. This document was reviewed by the BPAP Committee on 12-7-12. This document was reviewed by the Board Policy Work Group on 10-30-13. The language in blue ink was added at the 12-4-13 Board Policy Work Group Meeting.

**Date Adopted:**
(This policy replaces current SBCC Policy 6150)
BP 6320    INVESTMENTS

References:
Government Code Sections 53600 et seq.

NOTE: The following language reflects SBCC’s current BP 6320 language. The League’s Policy and Procedure Service template language parallels the language in current SBCC policy.

❖ From the current SBCC BP 6320 titled Investments

The Superintendent/President is responsible for ensuring that the funds of the District are invested that are not required for the immediate needs of the District. Investments shall be in accordance with law, including California Government Code Sections 53600, et seq.

Investments shall be made based on the following criteria:
- The preservation of principal shall be of primary importance.
- The investment program must remain sufficiently flexible to permit the District to meet all operating requirements.
- Transactions should be avoided that might impair public confidence.

NOTE: The red ink signifies language that is legally required and recommended by the Policy and Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City College BP 6320 titled Investments adopted on 9-26-02. This document was reviewed by Business Services in Fall 2012. This document was reviewed by the BPAP Committee on 12-7-12. This document was reviewed by the Board Policy Work Group on 10-30-13.

Date Adopted:
(This policy replaces current SBCC Policy 6320)
BP 6325   PAYROLL

Reference:
   Education Code Section 70902
   The Superintendent/President shall establish procedures to assure that the District's payroll process operates in accordance with the principles contained in the California Community Colleges Budget and Accounting Manual.

NOTE: The language in current SBCC 2480 titled Payroll was moved to new AP 6325 due to the details contained therein.
   From the current Policies for Faculty and Educational Administrators of the Santa Barbara Community College District 2480 titled Payroll

2481 Pay Periods
Contract and regular faculty receive their salary in ten or twelve equal payments, as they elect, with the first payment on the last working day of the first complete month of employment.

Subsequent payments are received on the last working day of each month, except for the December payment, which may be paid on the first working day in January.

2482 Payroll Deductions
   a. Federal Income Tax
      Federal income tax will be withheld on the basis of information furnished by the employee on Form W-4.

   b. Retirement Fund
      1. All contract and regular faculty and educational administrators will be required to participate in the California State Teachers Retirement System.
      2. Deductions will be made at rates determined by the retirement system.
      3. Deductions will be made for the actual months of active employment.

   c. Other Deductions
      When authorized by the employee, deductions will be made for insurance, tax sheltered annuity programs, income protection plans, credit payments, and such other purposes as provided for in law and/or are mutually agreed to by the employee and the District and approved by the Board of Trustees.

NOTE: The language in black ink is from the current Policies for Faculty and Educational Administrators of the Santa Barbara Community College District 2480 titled Payroll with no approval date. The language in blue ink is included for consideration. The BPAP Committee reviewed this document on 12-7-12 and 1-18-13. Business Services reviewed and revised this document on 1-31-13. This document was reviewed and approved by BPAP on 2-1-13. This document was reviewed by the Board Policy Work Group on 10-30-13.

Date Adopted:
   (This policy replaces current SBCC 2480)
BP 6330    PURCHASING

References:
Education Code Section 81656;
Public Contracts Code Section 20650

NOTE: The following language reflects SBCC’s current BP 6330 language. The
League’s Policy and Procedure Service template language parallels the language in
current SBCC policy.

❖ From the current SBCC BP 6330 titled Purchasing

The Superintendent/President is delegated the authority to purchase supplies, materials,
apparatus, equipment goods and services as necessary for the effective and to the
efficient operation of the District. No such purchase shall exceed the amounts specified
by Public Contract Code Section 20651 of the California Public Contract Code as
amended from time to time.

All such transactions shall be reviewed by the Board every sixty (60) days.

NOTE: The red ink signifies language that is legally required and recommended by the Policy and
Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City
College BP 6330 titled Purchasing adopted on 9-26-02. This document was reviewed by Business
Services in Fall 2012. The language in green ink was added during the review with the BPAP Committee
on 12-7-12. The language in blue ink was added during the review with the Board Policy Work Group on

Date Adopted:
(This policy replaces current SBCC Policy
6330)
BP 6400  **FINANCIAL AUDITS**

Reference:
Education Code Section 84040(b)

**NOTE:** The following language reflects SBCC's current BP 6400 language. The League's Policy and Procedure Service template language parallels the language in current SBCC policy.

- From the current SBCC BP 6400 titled Audits

There shall be an annual outside independent audit of all funds, books, and accounts of the District in accordance with the regulations of Title 5. The Superintendent/President shall assure that an annual outside independent audit is completed. The Superintendent/President shall recommend a certified public accountancy firm to the Board with which to contract for the annual audit.

**NOTE:** This policy is legally required and recommended by the Policy and Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City College BP 6400 titled Audits adopted on 9-26-02. This document was reviewed by Business Services in Fall 2012. The BPAP Committee reviewed this document on 1-18-13. This document was reviewed by the Board Policy Work Group on 10-30-13.

**Date Adopted:**
(This policy replaces current SBCC Policy 6400)
BP 6450    WIRELESS OR CELLULAR PHONE USE

References:
Vehicle Code Sections 12810.3, 23123, and 23124;
Internal Revenue Code (I.R.C.) Sections 274(d)(4) and 280F(d)(4)

The Superintendent/President shall determine if it is in the best interests of the District
to provide a cellular or wireless phone at District expense.

Cellular telephones provided by the District for compensatory reasons are classified by
the Internal Revenue Service as a fringe benefit, the value of which must be included in
an employee’s gross income.

The value of a cellular telephone provided by the District primarily for non-compensatory
business purposes is excludable from an employee’s income. Record keeping of
business and personal use of District-issued cellular telephones shall not generally be
required when the telephones are issued for non-compensatory business reasons.

Motor vehicle drivers may not use wireless or cellular telephones while operating their
vehicles without a hands-free listening device and shall comply with all requirements of
California law regarding the use of wireless or cellular telephones in vehicles.

There shall be no expectation of privacy in the use of a District-issued cellular
telephone.

NOTE: The red ink signifies language that is legally advised and recommended (if applicable to the
District) by the Policy and Procedure Service and its legal counsel. This document was reviewed by
Business Services in Fall 2012. This document was reviewed and deleted by BPAP on 2-1-13. This
document was reviewed by the Board Policy Work Group on 10-30-13.

Date Adopted:
(This is a new policy recommended by the
Policy and Procedure Service)
BP 6500 PROPERTY MANAGEMENT

References:
Education Code Sections 81300, et seq.

NOTE: The following language reflects SBCC's current BP 6500 language. The League's Policy and Procedure Service template language parallels the language in current SBCC policy.

From the current SBCC BP 6500 titled Property Management

The Superintendent/President is delegated the authority to act as the Board's negotiator regarding all property management matters that are necessary for the benefit of the District. No transaction regarding the lease, sale, use, or exchange of real property by the District shall be enforceable until acted on by the Board itself.

The Superintendent/President shall establish such procedures as may be necessary to assure compliance with all applicable laws relating to the sale, lease, use, or exchange of real property by the District.

NOTE: This policy is legally required and recommended by the Policy and Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City College BP 6500 titled Property Management adopted on 9-26-02. This document was reviewed by Business Services in Fall 2012. This document was reviewed and approved by BPAP on 2-1-13. This document was reviewed by the Board Policy Work Group on 10-30-13.

Date Adopted:
(This policy replaces current SBCC Policy 6500)
BP 6540       INSURANCE

References:
Education Code Sections 70902; 72502; 72506; and 81601, et seq.

NOTE: The following language reflects SBCC’s current BP 6540 language. The League’s Policy and Procedure Service template language parallels the language in current SBCC policy.

♦ From the current SBCC BP 6540 titled Insurance

The Superintendent/President shall be responsible to secure insurance for the District as required by law, which shall include but is not limited to the liabilities described in Education Code Section 72506 as follows:

- Liability for damages for death, injury to persons, or damage or loss of property;
- Personal liability of the members of the Board and the officers and employees of the District for damages for death, injury to a person, or damage or loss of property caused by the negligent act or omission of the member, officer, or employee when acting within the scope of his/her office or employment. The Superintendent/President may authorize coverage for persons who perform volunteer services for the District.
- Workers’ Compensation Insurance.

Insurance also shall include fire insurance and insurance against other perils.

The District may join in a joint powers agreement pursuant to Education Code Section 81603 for the purposes described in this policy.

NOTE: The red ink signifies language that is legally required and recommended by the Policy and Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City College BP 6540 titled Insurance adopted on 9-26-02. This document was reviewed by Business Services in Fall 2012. This document was reviewed and approved by BPAP on 2-1-13. This document was reviewed by the Board Policy Work Group on 10-30-13.

Date Adopted:
(This policy replaces current SBCC Policy 6540)
BP 6550     DISPOSAL OF DISTRICT PERSONAL PROPERTY

References:
Education Code Sections 70902(b)(6), 81360 et seq., and 81450 et seq.

NOTE: The following language reflects SBCC’s current BP 6550 language. The League’s Policy and Procedure Service template language parallels the language in current SBCC policy.

❖ From the current SBCC BP 6550 titled Disposal of Property

The Superintendent/President is delegated authority by the Board of Trustees to declare as surplus such personal property of the District as that is no longer useful for District purposes, and shall establish procedures to dispose of such property in accordance with applicable law. All sales of surplus personal property shall be reported to the Board of Trustees on a periodic basis. This policy shall not be construed as authorizing any representative of the District to dispose of surplus real property at any time.

NOTE: The red ink signifies language that is legally required and recommended by the Community College League and the League’s legal counsel. The language in black ink is from the current Santa Barbara City College BP 6550 titled Disposal of Property adopted on 9-26-02. This document was reviewed by Business Services in Fall 2012. This document was reviewed by the BPAP Committee on 12-7-12 and 1-18-13. This document was reviewed and approved by the BPAP Committee on 2-22-13 (see green ink). The language in blue ink was added during the review with the Board Policy Work Group on 10-30-13.

Date Adopted:
(This policy replaces current SBCC Policy 6550)
BP 6600  CAPITAL CONSTRUCTION

References:
Education Code Sections 81005 and 81820;
Title 5, Sections 57150 et seq.

❖ From the current SBCC BP 6600 titled Capital Construction

The Superintendent/President is responsible for planning and administrative management of the District’s capital outlay and construction program. District construction projects shall be supervised by the Superintendent/President. The District shall monitor the progress of all construction work including inspection of workmanship, completion of work to meet specifications, and the suitability of proposed changes to the scope and original design of the work. The Superintendent/President shall assure compliance with laws and regulations related to capital construction projects, including applicable land use and coastal development permitting as well as Department of State Architect approval.

The Board of Trustees shall approve and submit to the Board of Governors a Five-Year Capital Construction Plan as required by law. The Superintendent/President shall annually update the Plan and present it to the Board of Trustees for approval. The Superintendent/President shall submit the Five Year Construction Plan to the State Chancellor’s Office for approval. The Plan shall address, but is not limited to, the criteria contained in law.

NOTE: The red ink signifies language that is legally required and recommended by the Community College League and the League’s legal counsel. The language in black ink is from the current Santa Barbara City College BP 6600 titled Capital Construction adopted on 9-26-02. The language in green ink reflects revisions by Business Services on 10-29-12. This document was reviewed at the 11-2-12 BPAP Committee Meeting. Jane and Alex reviewed on 12-7-12. The language in purple ink was added by the Board Policy Work Group on 5-16-14.

Date Adopted:
(This policy replaces current SBCC Policy 6600)
BP 6740  CITIZENS' BOND OVERSIGHT COMMITTEE

References:
Education Code Sections 15278, 15280, 15282;
California Constitution Article XIII A Section 1(b), Article XVI Section 18 (b)

When a bond measure has been authorized pursuant to the conditions of Proposition 39 as defined in the California Constitution, the Superintendent/President shall establish a Citizens' Bond Oversight Committee in accordance with the applicable law and necessary regulations.

NOTE: The red ink signifies language that is legally advised and recommended by the Policy and Procedure Service and its legal counsel. This document was reviewed and revised by Business Services on 10-29-12. This document was reviewed at the 11-2-12 BPAP Committee Meeting. The language in purple ink was added by the Board Policy Work Group on 5-16-14.

Date Adopted:
(This is a new policy recommended by the Policy and Procedure Service)
BP 6900  BOOKSTORE

References:
- Education Code Section 81676.6 81676;
- Civil Code Section 1798.90

❖ From the current SBCC BP 6900 titled Bookstore

The college bookstore shall be established and operated by the District. The college bookstore will operate in accordance with Education Code Section 81676 and Civil Code Section 1798.90.

The college bookstore shall comply with the requirements of the Reader Privacy Act pursuant to Civil Code Section 1798.90.

Operational costs of the college bookstore shall be paid from revenue earned from the bookstore.

Fiscal management of the bookstore shall be in accordance with the California Community Colleges Budget and Accounting Manual. An annual audit of the records and accounts of the bookstore shall be provided to the Board.

NOTE: The red ink signifies language that is legally required or as indicated otherwise and recommended by the Policy and Procedure Service and its legal counsel. The language in black ink is from the current Santa Barbara City College BP 6900 titled Bookstore adopted on 9-26-02. The language in green ink was added by Business Services on 10-29-12. This document was reviewed and approved by BPAP on 2-1-13. The BPAP Committee reviewed this document again on 2-22-13. This document was reviewed by the Board Policy Work Group on 10-30-13.

Date Adopted:
(This policy replaces current SBCC Policy 6900)
**AGENDA ITEM BACKGROUND**

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<td>FROM:</td>
<td>PRESIDENT</td>
<td>August 14, 2014</td>
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<td>SUBJECT:</td>
<td>Resolution No. 4 (2014-15) California Department of Education CSPP-3524 Agreement Amendment 02</td>
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<td>REASON FOR BOARD CONSIDERATION:</td>
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**BACKGROUND:**

The California Department of Education (CDE) Child Development Programs Agreement funds subsidized Santa Barbara Community College District child care services at Orfalea Early Learning Center for fiscal year 2013/2014. Presentation to and authorization by the Board of Trustees is required as part of the CDE Funding Terms and Conditions.

The original contract is for the Fiscal Year period of July 1, 2013 through June 30, 2014. Amendment 01 of the CSPP-3524 Agreement was approved January 23, 2014. The CDE requires Board authorization for this second amendment. This Amendment 02 is for minimum days of operations change from 185 to 184 days.

**RECOMMENDATION:**

It is recommended the Board of Trustees approve Resolution No. 4 (2014-15) California Department of Education CSPP-3524 Agreement Amendment 02.

**Administrator Initiating Item:** Beth Rizo, Director Orfalea Early Learning Center

**Approved by:** Joseph E. Sullivan, Vice President, Business Services
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into transactions with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.

RESOLUTION

BE IT RESOLVED that the Governing Board of the Santa Barbara Community College District authorizes amendment 02 to local agreement CSPP-3524 with the California Department of Education, and that the person/s who is/are listed below is/are authorized to sign the transaction for the Governing Board.

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<td>Dr. Lori Gaskin</td>
<td>Superintendent/President</td>
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<td>Joseph E. Sullivan</td>
<td>Vice President, Business Services</td>
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PASSED AND ADOPTED THIS 14th day of August 2014 by the Governing Board of the Santa Barbara Community College District of Santa Barbara County, California.

I, Dr. Lori Gaskin, Clerk of the Governing Board of the Santa Barbara Community College District of Santa Barbara County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a monthly meeting thereof held at a regular public place of meeting, and the resolution is on file in the office of said Board.

(Signature – Clerk’s signature)  (Date)
Amendment 02

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
MDO CHANGE

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3524 and Amendment #01 (Increase (AB110)) shall be further amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be $112,582.00. No change

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be $34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 3,275.0. No change

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 185 and inserting 184 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING
Sueshil Chandra, Manager

TITLE
Contracts, Purchasing and Conference Services

AMOUNT ENCUMBERED BY THIS DOCUMENT
$ 0

PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT
$ 112,582

TOTAL AMOUNT ENCUMBERED TO DATE
$ 112,582

PROGRAM/CATEGORY (CODE AND TITLE)
Child Development Programs

FUND TITLE
See Attached

OPTIONAL USE

ITEM
See Attached

CHAPTER

STATUTE

PISCAL YEAR
702

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

SIGNATURE OF ACCOUNTING OFFICER
See Attached

CONTRACTOR
BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Department of General Services

use only

T.B.A. NO.

B.R. NO.

DATE
## Amendment 02

### AMOUNT ENCumbered BY THIS DOCUMENT

- **$ 0**

### PROGRAM/CATEGORY (CODE AND TITLE)

- Child Development Programs

### FUND TITLE

- Federal

### PRIOR AMOUNT ENCUMBERED

- **$ 17,462**

### OBJECT OF EXPENDITURE (CODE AND TITLE)

- 702

### TOTAL AMOUNT ENCUMBERED TO DATE

- **$ 17,462**

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### PROGRAM/CATEGORY (CODE AND TITLE)

- Child Development Programs

### FUND TITLE

- Federal

### PRIOR AMOUNT ENCUMBERED

- **$ 8,330**

### OBJECT OF EXPENDITURE (CODE AND TITLE)

- 702

### TOTAL AMOUNT ENCUMBERED TO DATE

- **$ 8,330**

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### PROGRAM/CATEGORY (CODE AND TITLE)

- Child Development Programs

### FUND TITLE

- General

### PRIOR AMOUNT ENCUMBERED

- **$ 58,246**

### OBJECT OF EXPENDITURE (CODE AND TITLE)

- 702

### TOTAL AMOUNT ENCUMBERED TO DATE

- **$ 58,246**

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### AMOUNT ENCumbered BY THIS DOCUMENT

- **$ 0**

### PROGRAM/CATEGORY (CODE AND TITLE)

- Child Development Programs

### FUND TITLE

- General

### PRIOR AMOUNT ENCUMBERED

- **$ 28,544**

### OBJECT OF EXPENDITURE (CODE AND TITLE)

- 702

### TOTAL AMOUNT ENCUMBERED TO DATE

- **$ 28,544**

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

SIGNATURE OF ACCOUNTING OFFICER

T.S.A. NO.  
B.R. NO.

DATE
AGENDA ITEM BACKGROUND

TO: BOARD OF TRUSTEES
FROM: PRESIDENT
SUBJECT: Architectural Services Consulting Agreement for the Program Location & Land Use Master Plan (PLLUMP) Phase 2

DATE
August 14, 2014

ATTACHMENT(S)
30 pages

BACKGROUND:

Over the course of the past two years, the college has completed an assessment of our current facility needs across our three campuses. This assessment was necessary to inform our bond project work and to form the framework for a facilities master plan (which the college currently does not have). A facilities master plan provides a roadmap for the future for our three campuses in terms of the physical plant itself and its utilization. To further advance our efforts in developing a facilities master plan, the college has embarked upon the Program Location and Land Use Master Plan (PLLUMP) process with Anderson Brule Architects (ABA). The purpose of the PLLUMP process is to yield a Program Location and Land Use Master Plan that will establish long-term goals and guiding principles associated with land planning, facility program locations, internal/external connections, circulation, parking within the parameters of the technical requirements of the site, the regulatory environment, the College sustainability guidelines and budget considerations.

ABA has now completed Phase 1, the Pre-Planning Study, which established an appropriate process for SBCC’s participatory governance model for the planning study. Phase 2 of the PLLUMP is to recommend potential program locations that will improve efficiency and effectiveness of college services, programs and long-range planning vision. Proposed work in Phase 2 includes two steps:

Step 1: Discovery will:
• Discover and define improvements to the current campuses program locations
• Recommend strategic shift of programs
• Define scope and goals for the SBCC Aesthetic Design Standards

Step 2: Program will:
• Recommend conceptual program locations per campus
• Create the program location basis for the next phase (Step 3: Master Plan Scenarios)

Phase 2 will allow the PLLUMP to be partially completed through programming and program location prior to the November 2014 bond measure. Once the bond has successfully passed ABA will continue with the remainder of the work for Phase 2. The college may then propose to execute Step 3: Master Plan Scenario which will allow the college to align appropriate investments from the bond with the bond projects schedule.

The Architectural Services Consulting Agreement for the Program Location & Land Use Master Plan, Phase 2 with Anderson Brule Architects is for $491,985.00 plus $35,000 for reimbursables.
This item was reviewed by the College Planning Council on July 22, 2014 and by the Board of Trustees at the August 7, 2014 special meeting. Legal Counsel has prepared this agreement.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Architectural Services Consulting Agreement for the Program Location & Land Use Master Plan (PLLUMP) Phase 2 for the amount of $491,985.00 plus $35,000 for reimbursables.

Administrator Initiating Item: Julie Hendricks, Sr. Director-Facilities, Planning & Campus Development

Approved by: Joe Sullivan, Vice President Business Services
ARCHITECTURAL SERVICES CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") between SANTA BARBARA CITY COLLEGE ("SBCC") and ANDERSON BRULÉ ARCHITECTS, INC. ("Consultant"), dated August 15, 2014 is made in reference to the following facts:

A. SBCC wishes to engage the Consultant to provide services for the creation of SBCC's Program Location and Land Use Master Plan ("PLLUMP") Phase 2 – Discovery, Program and Aesthetic Design Standards; and

B. SBCC is authorized to enter into this Agreement pursuant to the authority contained in Government Code section 53060 and such provisions of law as may be applicable; and

C. SBCC hereby finds that the Consultant possesses the specialized training, experience and competence necessary to perform the services necessary for production of the PLLUMP Phase 2 as provided by this Agreement.

NOW THEREFORE, the parties to this Agreement mutually agree to as follows:

1. Services. Consultant shall serve as the Consulting Architectural Firm to SBCC and provide services at the direction and request of SBCC in an efficient manner. Consultant is designated to perform services relating to the creation of SBCC's PLLUMP – Phase 2 – Discovery, Program and Aesthetic Design Standards. Consultant's services are detailed in the attached Consultant Proposal dated, July 24, 2014 and its Exhibits A- D (collectively referred to herein as the "Proposal") and shall generally include the following:

   a. Advice and counsel regarding the approach, process, scheduling, analysis, organization, presentation and adoption of the PLLUMP.

   b. Attendance at meetings upon request and as necessary to complete the PLLUMP, including regular and special meetings of SBCC's PLLUMP Core Team. Proposed meetings are identified in Proposal.

   c. Facilitate meetings for interaction of committees and stakeholder input including SBCC's PLLUMP committee, program focus groups, staff interviews and surveys, and other outreach. Provide summary and feedback data throughout the process.

   d. Complete activities relating to committees and stakeholder input as described in the attached Proposal.

   e. Other services as requested by SBCC may be added by mutual agreement and written authorization of SBCC.

2. Consultant's Principal. The Consultant's principal primarily responsible for the oversight of the contract terms and company performance shall be Pamela Anderson Brulé.
3. Compensation:

a. Base Services.

i. In consideration for the rendition of the Base Services described in Exhibit B to the Proposal (inclusive of both the Discovery and Program services), Consultant shall be compensated a fixed sum of $491,985 (Four Hundred Ninety One Thousand, Nine Hundred Eighty Five Dollars) (“Fixed Sum”).

ii. SBCC and Consultant shall evaluate work performed by other consultants relative to the PLLUMP process, and may adjust items to be completed by Consultant in Exhibit B as appropriate and by written agreement.

b. Optional Services. Optional Consultant team Services are set forth and identified in Exhibit B to the Proposal and may be added to the Fixed Sum by written authorization of SBCC at the amounts set forth in Exhibit B to the Proposal.

c. Additional Services. Any services not described as Base Services or selected as Optional Services shall be considered Additional Services and must be approved by SBCC in writing prior to commencement of such services. Unless otherwise agreed by the Parties, Additional Services shall be billed in accordance with the Consultant Hourly Rate Schedule set forth in Exhibit B of the Proposal.

d. Reimbursables. In addition to the Fixed Sum to be paid hereunder, SBCC shall reimburse Consultants for all actual costs and expenses as approved by SBCC. Reimbursable expenses include costs for reproduction, plotting, express mailing, delivery charges, out of town travel, and overhead on consultant invoices. These expenses are invoiced at direct cost plus 20% markup. SBCC and Consultant have allowed for a total of 7 out-of-town trips under this Agreement. The Parties agree that total amount of reimbursable expenses for the Base and Optional Services contemplated under this agreement, inclusive of out-of-town travel expenses for seven trips, shall not exceed $35,000, inclusive of the 20% markup.

e. Billing. Consultant shall provide monthly billing to the SBCC for services completed through the end of each prior month. Billing for services shall track percentage of completion of as identified in the Process Diagram set forth in Exhibit A, as detailed in Exhibits B and C, and shall be approved by SBCC’s project manager. Reimbursable expenses shall be invoiced on a monthly basis as they are incurred.

SBCC shall promptly pay Consultants' monthly statements, subject to the limitations set forth herein, in accordance with its customary and usual business practices.

f. Changes in Rates. Any additional changes in the expense items specified in this Agreement must be approved by SBCC, including any changes in the Consultant Hourly Rate Schedule set forth in Exhibit B to the proposal.
4. **Insurance.** Consultant is insured for the following risks:

- **Professional Liability:** $1 Million maximum per claim and policy Aggregate
- **General Liability:** $1 Million per occurrence /$2 Million in aggregate
- **Auto Liability:** $1 Million per occurrence
- **Worker's Compensation:** As required by State law

Consultant shall provide SBCC with Certificates evidencing coverage for all policies.

5. **Independent Contractor Status.** It is expressly understood and agreed by both parties that Consultants, while engaged in and carrying out the terms and conditions of this Agreement, are independent contractors and not employees of the SBCC.

6. **Standard of Care.** Consultant is a licensed professional architect and agrees that the services to be provided pursuant to this Agreement shall comply with professional standard of care observed by similar architects that are performing similar services, on similar projects at the same time and in the same general location as the project defined by this Agreement. Consultant shall meet all applicable requirements of federal, state, and local laws, rules, regulations and ordinances applicable and in effect at the time the services are rendered.

7. **Term.**

   a. The term of this Agreement shall be upon approval and execution by SBCC through April 2015, unless earlier terminated by thirty (30) days written notice to the other party. If no notice of termination is provided by either party during the term of this Agreement, it may be carried over from year to year.

   b. SBCC may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for SBCC's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the SBCC's written notice to Consultant or such other time as the SBCC and Consultant may mutually agree upon. In such event, the SBCC's obligation shall be limited to making payment to Consultant for the actual services already provided through the date of termination at the rates specified herein plus costs incurred prior to termination.

8. **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9. **Non-Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and SBCC. Neither Consultant nor SBCC shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
10. **Non Discrimination.** Consultant agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

11. **Indemnity.**

   a. **Consultant Indemnity of District.** Consultant shall indemnify, defend and hold harmless the District and its Board of Trustees, officers, agents and employees, successors, and assigns, from all claims, demands, liabilities, losses, expenses, costs, damages, actions and causes of action of any kind, type or nature arising out of services provided under this Agreement, including without limitation, claims for bodily injury, death, physical property damage, and demands, damages, expenses, losses, liabilities or other claims arising out of Consultant’s services hereunder or the negligent, willful acts omissions or other conduct of Consultant. The Consultant’s obligations hereunder shall survive termination of this Agreement.

   b. **District Indemnity of Consultant.** The District shall indemnify, defend and hold harmless Consultant from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property which arise out of the active negligence or willful acts or omissions of the District.

12. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the Consultant or SBCC. Venue for any lawsuit shall be in Santa Barbara County.

[AGREEMENT CONTINUED ON NEXT PAGE]
13. Execution of Agreement. By execution of this Agreement, the undersigned SBCC representative represents that approval for this Agreement has been duly obtained and granted. The Parties herein agree this contract may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

Dated: August ____, 2014

Dr. Lori Gaskin, President
Santa Barbara City College
721 Cliff Drive, Santa Barbara, CA 93109-2394

Dated: August ____, 2014

Ms. Pamela Anderson Brulé, President
Anderson Brulé Architects, Inc.
325 South First Street, Fourth Floor, San Jose, CA 95113
408.535.2923
July 24, 2014

Dr. Lori Gaskin  
Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA 93109-2394

RE: SANTA BARBARA CITY COLLEGE  
SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)  
PHASE 2 - DISCOVERY, PROGRAM, AESTHETIC DESIGN STANDARDS

Dear Dr. Gaskin,

Anderson Brulé Architects, Inc. (ABA) is pleased to submit this proposal for SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP) Phase 2 - Discovery, Program, Aesthetic Design Standards.

CONTEXT

ABA has completed Phase 1 the Pre-Planning Study for SBCC Program Location and Land Use Master Plan (PLLUMP). Phase 1 set the vision, purpose, scope of work and schedule for Phase 2.

The Vision of SBCC PLLUMP is to:  
Develop a Program Location and Land Use Master Plan that will establish long-term goals and guiding principles associated with land planning, facility program locations, internal/external connections, circulation, parking within the parameters of the technical requirements of the site, the regulatory environment, the College sustainability guidelines and budget considerations.

The Purpose of SBCC PLLUMP is to:  
- Recommend potential program locations that will improve the efficiency and effectiveness of College services and programs  
- Create a long range planning vision for the College

Phase 1 also established an appropriate process for SBCC’s participatory governance model for the planning study. Based on input from the College, ABA has outlined a proposal for Phase 2 PLLUMP, the purpose of which is to recommend potential program locations that will improve efficiency and effectiveness of College services, programs and long-range planning vision.

Phase 2 - Purpose  
Step 1: Discovery will:  
- Discover and define improvements to the current campuses program locations  
- Recommend strategic shift of programs  
- Define scope and goals for the SBCC Aesthetic Design Standards

Strategies, Architecture & Interiors  
Anderson Brulé Architects Inc. 325 South First Street, 4th Floor  San José, California 95113  
Tel: 408 298 1885  Fax: 408 298 1887  
www.aba-arch.com
Step 2: Program will:

- Recommend conceptual program locations per campus
- Create the program location basis for the next phase (Step 3: Master Plan Scenarios)

The scope and process of the SBCC PLLUMP has been further refined (see Exhibit A), and a schedule developed (see Exhibits C & D). SBCC has requested during the Pre-Planning Phase with the College Core Team that ABA provide services for Phase 2, **Step 1: Discovery and Step 2: Program**. This scope of work will allow the SBCC PLLUMP to be partially completed through programming and program location prior to the November 2014 bond measure, streamline the process and continue with the remainder of the work for Phase 2, **Step 3: Master Plan Scenario**, once the bond has successful passed. This will allow the college to align appropriate investments in the project with the bond schedule.

The SBCC PLLUMP will include a study with a detailed focus on programmatic locations of student support services, operational & administrative services, and select credit, non-credit & Center for Lifelong Learning programs on all three campuses. During Step 1: Discovery, the work will also include the definition and goals for the **SBCC Aesthetic Design Standards**. Further development of the SBCC Aesthetic Design Standards will be completed as an additional service in Step 2: Program, once the scope for this document is defined during Step 1: Discovery.

**METHODOLOGY**

The process is composed of three steps which are organized to acquire, analyze, and interpret information as a basis for developing, evaluating, and implementing the best options based on educational plan, operations, and program locations from a campus-wide perspective.

- Step 1 – Discovery (See Exhibit C)
- Step 2 – Program (See Exhibit D)
- Step 3 – Master Plan Scenarios – (not part of the scope of work within this proposal)
- Architectural Design Standards (definition and goals is a part of Step 1, document completion will be an additional service in Step 2)

Phase 1: the Pre-planning Study established an appropriate and effective participatory process prior to commencing SBCC PLLUMP. Based on the process established during Phase I, we have outlined a detailed Project Process through a Project Meeting Narrative of the meetings, milestones and schedule for the SBCC PLLUMP Discovery and Program steps (See Exhibits C & D).

The Core Team defined each of the following participatory groups (see page 4 & 5). We propose a highly interactive approach with the following meetings:

A. College Board (and Board Sub-Committee)
B. College Forums
C. Core Team
D. College Planning Council Plus (CPC+):
   - Academic Senate
• Classified Consultation Group
• Planning and Resources
• Student Senate
• ALC
• President’s Cabinet

E. Governance Body Focus Group (GBFG):
• Academic Senate
• Classified Consultation Group
• Student Senate
• ALC
• President’s Cabinet

F. Project Management Team (PM)

G. Consultant Team
• ABA and Consultants

H. User Groups (UG):
• Educational Program Coordination Council (EPCC)
• Center for Lifelong Learning (CLL)
• Deans Council
• Student Services Leadership Team
• Business / IT Manager / HR Group
• Planning and Resources Group
• Department Chairs

I. Infrastructure Services Groups (ISG):
• Facilities-Grounds, Custodial, Maintenance
• Security & Emergency Response (SER)
• Information Technology (IT)
• Athletics
• Food Services
• Transportation Alternatives Group (TAG)
• Sustainability
• Waste Management (WM)

J. External Stakeholders:
• Renters
• Environmental Consultant
• Coastal Commission
• Metropolitan Transportation District (MTD)
• City
• County
• Community Members
PROCESS PARTICIPANTS - ROLES, RESPONSIBILITIES, AND DEFINITIONS

- **College Board:**
  The College Board (or College Board Sub-committee) is invited to provide information as stakeholders, and provide feedback, input and approval to the process.

- **College Forums:**
  A meeting with the College community through an invitation from the President to provide update on the PLLUMP process and progress.

- **Core Team:**
  Selected group of College leadership including a cross representational team of individuals that represent administration, faculty, staff and students. This team also includes the consultant and is considered a working group for both process direction and outcome.

- **Governance Body Focus Group (GBFG):**
  Representatives of interest groups that will provide key insight, review and input into the development of a program location plan & land issues for the campus.

- **College Planning Council Plus (CPC+):**
  This council includes the representatives of the College Council but also includes 2 representatives from each of the Governance Body Focus Groups they represent in order to increase participation and input. This council is a reviewing and feedback body and will make recommendations to the President and Core Team.

- **Project Management Team (PM):**
  Julie Hendricks, Senior Director of Facilities and Campus Development and Dan Watkins, Advancing Leadership Committee (ALC) are the central point of communication for the college. They will provide the following: day to day contact to consultant team, assist in process management, College action items, and scheduling.

- **Consultant Team:**
  ABA and their consultants which may include but are not limited to: Civil engineer, Traffic engineer, Mechanical/Electrical/Plumbing engineers, IT engineer, Environmental consultant, Landscape Architect, FUSION consultant.

- **User Groups (UG):**
  Direct users of the program areas that may be impacted by program locations. Representative groups that will review, provide input and feedback on key issues in the finalization of program location.
• Infrastructure Services Groups (ISG):
  Representatives of the campus wide support services. ISG will review information and provide input and feedback on key issues from a service perspective and programmatic needs.

• External Stakeholders:
  ▪ Representative of regulatory agencies (Coastal Commission, City or County), who provide information about project expectations and parameters that will be considered in the land planning of the campus.
  ▪ Facility renters that may be impacted by program location or potential land use changes.
  ▪ Neighboring community members around each of the 3 campuses impacted by the long term projects. They will receive information pertinent to the project and may provide input and feedback through a formal community outreach process which will assist the College in understanding key issues from the communities’ perspective.

The Fee Proposal components are detailed in Exhibit B. We have detailed the fee by Phase and have included optional services for your consideration.

We are very excited to utilize the valuable experience we have gained working with SBCC and we greatly value the strong relationship we have cultivated with you. We believe we have brought the right resources together to achieve your goals and look forward to developing a plan to assist you to realize an even brighter future for your campuses.

Sincerely,
ANDERSON BRULÉ ARCHITECTS, INC.

Pamela Anderson-Brulé, AIA
President

Enclosures:
Exhibit A – Scope and Process Map
Exhibit B – Fee Proposal
Exhibit C – Discovery – Scope of Work
Exhibit D – Program – Scope of Work
# EXHIBIT B – FEE PROPOSAL / Base Services

## SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)

### Phase 2, Step 1: Discovery – Fee Proposal

**EXHIBIT B**

**Base Services**

<table>
<thead>
<tr>
<th>Trip #1</th>
<th>1.0 Contract Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Stakeholder Call</td>
</tr>
<tr>
<td>1.2</td>
<td>PM Call #1</td>
</tr>
<tr>
<td>1.3</td>
<td>Core Team Kick-off Meeting #1</td>
</tr>
<tr>
<td>1.4</td>
<td>College Board Meeting #1</td>
</tr>
<tr>
<td>1.5</td>
<td>College Forum #1</td>
</tr>
<tr>
<td></td>
<td>(ABA does not attend College Forum #1)</td>
</tr>
<tr>
<td>1.6</td>
<td>Governance Body Focus Group #1 Workshop</td>
</tr>
<tr>
<td></td>
<td>SBCC provides 3rd facilitator</td>
</tr>
<tr>
<td>1.7</td>
<td>Infrastructure Service Groups Workshop #1</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Trip #2</th>
<th>1.8 PM Call #2</th>
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<tr>
<td>1.10</td>
<td>Core Team Meeting #2</td>
</tr>
<tr>
<td>1.11</td>
<td>College Board Meeting #2</td>
</tr>
<tr>
<td>1.12</td>
<td>CPC+ Retreat #1</td>
</tr>
</tbody>
</table>

**Total fee** | **$192,150**

## SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)

### Phase 2, Step 2: Program - Fee Proposal

**EXHIBIT B**

**Base Services**

<table>
<thead>
<tr>
<th>Trip #3</th>
<th>2.0 PM Call #3</th>
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<tbody>
<tr>
<td>2.1</td>
<td>Core Team Meeting #3 Program Kick-off</td>
</tr>
<tr>
<td>2.2</td>
<td>User Group Meeting #1 Educational Program Coordination Council</td>
</tr>
<tr>
<td>2.3</td>
<td>User Group Meeting #2 Center for Life-Long Learning</td>
</tr>
<tr>
<td>2.4</td>
<td>User Group Meeting #3 Dean’s Council</td>
</tr>
<tr>
<td>2.5</td>
<td>User Group Meeting #4 Student Services Leader Team</td>
</tr>
<tr>
<td>2.6</td>
<td>User Group Meeting #5 Business/IT Manager/ HR</td>
</tr>
<tr>
<td>2.7</td>
<td>User Group Meeting #6 Planning and Resources</td>
</tr>
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<td>2.8</td>
<td>User Group Meeting #7 Department Chairs</td>
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| Trip #4 | |
|---------| |
EXHIBIT B – FEE PROPOSAL / Base Services

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<tr>
<th>No</th>
<th>Trip</th>
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<tr>
<td>2.20</td>
<td>PM Call #5</td>
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<td>2.21</td>
<td>Core Team Meeting #5 (Web-based)</td>
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<td>2.22</td>
<td>PM Call #6</td>
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<td>2.23</td>
<td>Core Team Meeting #6</td>
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<td>2.24</td>
<td>Governance Body Focus Group Meeting #2 Kick-off</td>
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<tr>
<td>2.25</td>
<td>Governance Body Focus Group Meeting #3 Academic Senate</td>
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</tr>
<tr>
<td>2.26</td>
<td>Governance Body Focus Group Meeting #4 Classification Consultant Group</td>
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<tr>
<td>2.27</td>
<td>Governance Body Focus Group Meeting #5 Student Senate</td>
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<tr>
<td>2.28</td>
<td>Governance Body Focus Group Meeting #6 Advancing Leadership Committee</td>
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<td>2.29</td>
<td>Governance Body Focus Group Meeting #7 President’s Cabinet</td>
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<tr>
<th>Trip</th>
<th>PM Call #7</th>
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<tr>
<td>2.31</td>
<td>Core Team Meeting #7</td>
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<tr>
<td>2.32</td>
<td>Infrastructure Service Groups Workshop #3</td>
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<td>2.33</td>
<td>PM Meeting #8</td>
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<td>2.34</td>
<td>CPC+ Retreat #2</td>
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<table>
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<tr>
<th>Trip</th>
<th>PM Call #9</th>
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<tr>
<td>2.36</td>
<td>Core Team Meeting #8</td>
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<table>
<thead>
<tr>
<th>Trip</th>
<th>College Board Meeting #4</th>
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<tbody>
<tr>
<td>2.39</td>
<td>Total fee $299,835</td>
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SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)  
Estimated Reimbursable Fee Schedule  
EXHIBIT B  
Invoiced as incurred

<table>
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<tr>
<th>Allowance for reimbursable expenses including 7 trips</th>
<th>$35,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>if additional trips are required, an additional service agreement can be provided</td>
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</table>
## EXHIBIT B – FEE PROPOSAL / Optional Services

### SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)
**Phase 2, Step 1: Discovery – Fee Proposal**

**EXHIBIT B**
**Optional Services**

<table>
<thead>
<tr>
<th>Trip #1</th>
<th>1.5a</th>
<th>College Forum #1 (Optional)</th>
<th>ABA attends College Forum #1</th>
<th>$5,796</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.6a</td>
<td>Governance Body Focus Group #1 Workshop (Optional)</td>
<td>ABA provides 3rd facilitator</td>
<td>$5,336</td>
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<td>Trip #2</td>
<td>1.9</td>
<td>On-line Employee Survey (Optional)</td>
<td></td>
<td>$43,498</td>
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**Total Optional Services Fee – Discovery** $54,630

### SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)
**Phase 2, Step 2: Program - Fee Proposal**

**EXHIBIT B**
**Optional Services**

| Trip #3 | 2.2  | College Board Meeting #3 (Optional) | ABA attends College Board Meeting #3 (Meeting is part of Trip #3) | $5,796 |

| Trip #4 | 2.10 | PM Call #4 (Optional) |                               |       |
|         | 2.11 | Core Team Meeting #4 (Optional) |                               |       |
|         | 2.12 | User Group Meeting #1 Educational Program Coordination Council (Optional) | |       |
## EXHIBIT B – FEE PROPOSAL / Optional Services

<table>
<thead>
<tr>
<th>2.13</th>
<th>User Group Meeting #2 Center for Life-long Learning (Optional)</th>
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</thead>
<tbody>
<tr>
<td>2.14</td>
<td>User Group Meeting #3 Dean’s Council (Optional)</td>
</tr>
<tr>
<td>2.15</td>
<td>User Group Meeting #4 Student Services Leader Team (Optional)</td>
</tr>
<tr>
<td>2.16</td>
<td>User Group Meeting #5 Business/It Manager/ HR (Optional)</td>
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<td>2.17</td>
<td>User Group Meeting #6 Planning and Resources (Optional)</td>
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<td>2.18</td>
<td>User Group Meeting #7 Department Chairs (Optional)</td>
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<td>2.19</td>
<td>Infrastructure Service Groups Workshop #2 (Optional)</td>
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<tr>
<th></th>
<th>$36,368</th>
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<tr>
<th>2.30</th>
<th>Coastal Commission Meeting #1 (Optional) (Meeting part of Trip #5)</th>
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<tr>
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<td>$9,856</td>
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<thead>
<tr>
<th>2.38</th>
<th>College Forum #2 (Optional)</th>
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<tbody>
<tr>
<td></td>
<td>ABA prepares for and attends College Forum #2 (Forum part of Trip #7)</td>
</tr>
<tr>
<td></td>
<td>$5,796</td>
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**Total Optional Services Fee – Program**  $57,816

**Notes:**

ABA recommended that Community Outreach Meetings be moved to the last phase of the SBCC PLLUMP (Scenarios Phase). Should the College elect to have Community Outreach Meeting during the scope and timeline of this proposal, the cost per Community Outreach Meeting per campus would approximately be $18,000.
EXHIBIT B – FEE PROPOSAL / Optional Services

Consultant Hourly Rate Schedule Effective January 1, 2014

<table>
<thead>
<tr>
<th>ABA Project Staff</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$195</td>
</tr>
<tr>
<td>Senior Architect / Project Manager</td>
<td>$160</td>
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<tr>
<td>Project Architect</td>
<td>$140</td>
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<tr>
<td>Job Captain / Architect</td>
<td>$135</td>
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<tr>
<td>Senior Interior Designer</td>
<td>$130</td>
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<tr>
<td>Account Manager</td>
<td>$115</td>
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<tr>
<td>Designer</td>
<td>$105</td>
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<tr>
<td>Interior Designer</td>
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<td>Project Coordinator</td>
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<tr>
<td>Design Intern</td>
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<td>Administrative Assistant</td>
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</tr>
<tr>
<td>Accounting Clerk</td>
<td>$95</td>
</tr>
</tbody>
</table>

The rates set forth shall be annually adjusted in accordance with normal salary review practices of the Architect.
## EXHIBITS C & D – SCOPE OF WORK

### SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)
**Phase 2, Step 1: Discovery Scope of Work**

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Trip #1</th>
<th>Contract Approval</th>
<th>Assumes approval July 24, 2014</th>
<th>ABA will prepare for, conduct and document a conference call with the College Environmental Consultant to discuss Costal Commission and project requirements, constraints, and expectations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Stakeholder Call</td>
<td>Week of August 11, 2014</td>
<td>ABA will prepare for, facilitate, and document a Project Management Call in preparation for the Core Team Meeting #1 (Kick-off meeting).</td>
</tr>
<tr>
<td>1.2</td>
<td>PM Call #1</td>
<td>August 13, 2014</td>
<td>ABA will prepare for, facilitate and document a Core Team Project Kick-off Meeting to review and discuss the Project Plan and to prepare for the College Forum, Facility Subcommittee Meeting, Governance Body Meetings, and Infrastructure Services Groups. The Meeting will address the following:</td>
</tr>
<tr>
<td>1.3</td>
<td>Core Team Kick-off Meeting #1</td>
<td>August 20, 2014</td>
<td>ABA will prepare for, facilitate and document a Core Team Project Kick-off Meeting to review and discuss the Project Plan and to prepare for the College Forum, Facility Subcommittee Meeting, Governance Body Meetings, and Infrastructure Services Group. The Meeting will address the following:</td>
</tr>
</tbody>
</table>
|         |                   |                                | • Review Scope and Process Map for Phase 2, Steps 1 & 2  
• Align Process Plan, meeting schedules, and times.  
• Review Scope of Work for Phase 2, Step 1&2  
• Define Key Concepts for College Aesthetic Design Standards  
• Finalize development of the Project Plan  
• Review and finalize Core Team expectations  
• Review the presentations for the College Forum, Facility Subcommittee Meeting, Governance Body Focus Group Workshop, and Infrastructure Services Group (ISG)  
• If On-line Survey is selected as an optional service, Core Team will discuss and review survey. |

Approval of the outline for the project Definition and Vision document
### EXHIBITS C & D – SCOPE OF WORK

<table>
<thead>
<tr>
<th></th>
<th>Activity Description</th>
<th>Date</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.4</td>
<td>College Board Facilities Sub-Committee Meeting to present an introduction to the project to the Board Members and answer questions on the Project Plan</td>
<td>August 21, 2014</td>
<td>ABA will prepare for and attend a College Board Facilities Sub-Committee Meeting to present an introduction to the project to the Board Members and answer questions on the Project Plan.</td>
</tr>
<tr>
<td>1.5</td>
<td>College Forum #1 (Optional)</td>
<td>August 21, 2014</td>
<td>ABA will assist in the preparation of materials for the College to use in the College forum but will not attend. It should be planned to introduce the College to the PLLUMP project. ABA may attend as an optional service upon request.</td>
</tr>
</tbody>
</table>
| 1.6 | Governance Body Focus Group #1 Workshop                                              | August 21, 2014 | ABA will prepare for, facilitate and document a Workshop with all participants in future Governance Body Focus Group to outline the process and steps for the development and completion of the PLLUMP in Phase 2. Workshop will include the following groups:  
  - Academic Senate  
  - Classified Consultation Group  
  - Student Senate  
  - ALC  
  - President’s Cabinet |
| 1.7 | Infrastructure Service Groups Workshop #1                                            | August 22, 2014 | ABA will prepare for, facilitate and document Workshop 1 with selected members of the College to review process, plan and begin to define the framework for the Project Definition & Vision. The Workshop will include representation from the following groups:  
  - Facilities  
  - SER  
  - IT  
  - Athletics  
  - Food Services  
  - TAG  
  - Sustainability  
  - WM |
| Trip #2 |                                                                                     | September 3, 2014 | ABA will prepare for, facilitate, and document a Project Management Call in preparation for the Core Team Meeting #2. |
### EXHIBITS C & D – SCOPE OF WORK

<table>
<thead>
<tr>
<th></th>
<th>Activity Description</th>
<th>Date</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.9</td>
<td><strong>On-line Employee Survey (Optional)</strong></td>
<td>Week of August 25&lt;sup&gt;th&lt;/sup&gt;, 2014 to prepare analysis for Core Team Meeting #2</td>
<td>ABA will develop and analyze data collected from an employee survey developed collaboratively with the Core Team and PM. The survey will focus on program location, student focused campus organizational issues and operation efficiencies. This is an optional service.</td>
</tr>
<tr>
<td>1.10</td>
<td><strong>Core Team Meeting #2</strong></td>
<td>September 10, 2014</td>
<td>ABA will prepare for, facilitate, and document a Core Team Meeting to prepare for the Governance Body Focus Group and the Infrastructure Services Groups Workshops, as well as the College Board Interview and CPC+ Retreat #1. The meeting will beginning of discussions on the conceptual locations of program elements.</td>
</tr>
<tr>
<td>1.11</td>
<td><strong>College Board Meeting #2</strong></td>
<td>September 11, 2014</td>
<td>ABA will prepare for, conduct and document an in-person interview with the College Board Members. Their input will inform ABA of key considerations in the development of the Program which will be shared with the Core Team and included in analysis of information for the Program.</td>
</tr>
<tr>
<td>1.12</td>
<td><strong>CPC+ Retreat #1</strong></td>
<td>September 12, 2014</td>
<td>ABA will prepare for, facilitate, and document a College Planning Council Plus (CPC+) Retreat to review input and guidance from the Governance Body Focus Group and the Infrastructure Services Groups Workshops, and the College Board Interview.</td>
</tr>
</tbody>
</table>
## EXHIBITS C & D – SCOPE OF WORK

### SBCC PROGRAM LOCATION AND LAND USE MASTER PLAN (PLLUMP)

#### Phase 2, Step 2 - Program Scope of Work

**EXHIBIT D**

<table>
<thead>
<tr>
<th>Trip #3</th>
<th>2.0</th>
<th>PM Call #3</th>
<th>October 15, 2014</th>
<th>ABA will prepare for, facilitate and document a Project Management Call in Preparation for the Core Team Meeting #3</th>
</tr>
</thead>
</table>
|         | 2.1 | Core Team Meeting #3 Program Kick-off | October 22, 2014 | ABA will prepare for, facilitate and document a Core Team Project Meeting to review and discuss the Project Plan for Programming and to prepare for the User Group Meetings. The Meeting will address the following:  
  - Review Scope and Process Map for Programming Phase  
  - Review Process Plan, meeting schedules, and times.  
  - Review Core Team expectations  
  - Review the presentations for the User Group Meetings. User Groups will include:  
    - Facility Sub-Committee  
    - Ed Program Coordination Council  
    - C.L.L.  
    - Deans’ Council  
    - Student Services Leader Team  
    - Business / IT Manager / HR Meeting  
    - Planning & Resources  
    - Department Chairs |
<p>|         | 2.2 | College Board Meeting #3 (Optional) | October 23, 2014 | ABA will assist in preparation for a College Board Facilities Subcommittee Meeting. The College will present an update of the PLLUMP project to date. ABA will not be in attendance but may attend as an optional service upon request |</p>
<table>
<thead>
<tr>
<th>Exh</th>
<th>Meeting Title</th>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
</table>
| 2.3 | User Group Meeting #1 Educational Program Coordination Council | October 23, 2014 | ABA will prepare for, facilitate and document a User Group Meeting with the following topics:  
- Review project scope and process  
- Discuss educational, operation and technical requirements for specific space needs for each department  
- Discuss what works and does not work with current programs |
| 2.4 | User Group Meeting #2 Center for Life-Long Learning | October 23, 2014 | See above |
| 2.5 | User Group Meeting #3 Dean’s Council | October 24, 2014 | See above |
| 2.6 | User Group Meeting #4 Student Services Leader Team | October 24, 2014 | See above |
| 2.7 | User Group Meeting #5 Business/IT Manager/ HR | October 24, 2014 | See above |
| 2.8 | User Group Meeting #6 Planning and Resources | October 24, 2014 | See above |
| 2.9 | User Group Meeting #7 Department Chairs | October 24, 2014 | See above |
| Trip #4 | PM Call #4 (Optional) | No Date Assigned (if assigned would be November 5, 2014) | ABA will prepare for, facilitate and document a Project Management Call in Preparation for the Core Team Meeting #4 |
| 2.10 | Core Team Meeting #4 (Optional) | No Date Assigned | ABA will prepare for, facilitate and document a Core Team Project Meeting to review and discuss the User Group Meeting input to date and key findings in the development of the Program |
### EXHIBITS C & D – SCOPE OF WORK

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Date</th>
<th>Notes</th>
</tr>
</thead>
</table>
| 2.12 | User Group Meeting #1 Educational Program Coordination Council (Optional) | No Date Assigned | ABA will prepare for, facilitate and document a User Group Meeting with the following topics:  
- Review of round one User Group Meetings outcome  
- Further development and refinement of Program based on User input |
<p>| 2.13 | User Group Meeting #2 Center for Life-Long Learning (Optional) | No Date Assigned | See above |
| 2.14 | User Group Meeting #3 Dean's Council (Optional) | No Date Assigned | See above |
| 2.15 | User Group Meeting #4 Student Services Leader Team (Optional) | No Date Assigned | See above |
| 2.16 | User Group Meeting #5 Business/IT Manager/HR (Optional) | No Date Assigned | See above |
| 2.17 | User Group Meeting #6 Planning and Resources (Optional) | No Date Assigned | See above |
| 2.18 | User Group Meeting #7 Department Chairs (Optional) | No Date Assigned | See above |
| 2.19 | Infrastructure Service Groups Workshop #2 (Optional) | No Date Assigned | See above |
| 2.20 | PM Call #5 | November 5, 2014 | ABA will prepare for, facilitate and document a Project Management Call in Preparation for the Core Team Meeting #5 |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>2.21</td>
<td>Core Team Meeting #5 (Web-based)</td>
<td>November 12, 2014</td>
<td>ABA will prepare for, facilitate and document a Core Team Project Meeting to review and discuss the User Group Meeting input to date and key findings in the development of the Program</td>
</tr>
<tr>
<td>Trip #5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.22</td>
<td>PM Call #6</td>
<td>November 18, 2014</td>
<td>ABA will prepare for, facilitate and document a Project Management Call in Preparation for the Core Team Meeting #6</td>
</tr>
<tr>
<td>2.23</td>
<td>Core Team Meeting #6</td>
<td>November 19, 2014</td>
<td>ABA will prepare for, facilitate and document a Core Team Project Meeting to review work to date and prepare for Governance Body Focus Group Meetings which will include concepts of program and program location.</td>
</tr>
</tbody>
</table>
| 2.24 | Governance Body Focus Group Meeting #2 Kick-off | November 20, 2014 | ABA will prepare for, facilitate and document a meeting with all participants in the Governance Body Focus Group to outline the process and steps Focus Group Meetings. Meeting will include the following groups:  
- *Academic Senate*  
- *Classified Consultation Group*  
- *Student Senate*  
- *ALC*  
- *President’s Cabinet* |
<p>| 2.25 | Governance Body Focus Group Meeting #3 Academic Senate | November 20, 2014 | ABA will prepare for, facilitate and document a meeting with the Focus Group to review key findings in the program and program location concepts based on User Group input and Core Team refinement. This input and feedback will be used in the finalization of PLLUMP program and location for review at the CPC+ Retreat |
| 2.26 | Governance Body Focus Group Meeting #4 Classification Consultant Group | November 20, 2014 | See above |
| 2.27 | Governance Body Focus Group Meeting #5 Student Senate | November 20, 2014 | See above |</p>
<table>
<thead>
<tr>
<th></th>
<th>Governance Body Focus Group Meeting #6 Advancing Leadership Committee</th>
<th>November 21, 2014</th>
<th>See above</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.29</td>
<td>Governance Body Focus Group Meeting #7 President’s Cabinet</td>
<td>November 21, 2014</td>
<td>See above</td>
</tr>
<tr>
<td>2.30</td>
<td>Coastal Commission Meeting #1 (Optional)</td>
<td>November 21, 2014</td>
<td>ABA will prepare for, facilitate and document a meeting with representatives of the Coastal Commission to review key concepts in the program location for the Main Campus and discuss their consideration for improvements.</td>
</tr>
<tr>
<td>Trip #6</td>
<td>PM Call #7</td>
<td>January 7, 2015</td>
<td>ABA will prepare for, facilitate and document a Project Management Call in Preparation for the Core Team Meeting #7</td>
</tr>
<tr>
<td>2.32</td>
<td>Core Team Meeting #7</td>
<td>January 14, 2015</td>
<td>ABA will prepare for, facilitate and document a Core Team Project Meeting to review work to date and prepare for Governance Body Focus Group Meetings which will include further development of program and program location. A final draft PLLUMB plan will be reviewed outlining Step 1: Discovery and Step 2: Program.</td>
</tr>
</tbody>
</table>
| 2.33 | Infrastructure Service Groups Workshop #3 | January 15, 2015 | ABA will prepare for, facilitate and document Workshop 2 with selected members of the College to review process, to review program and program location to identify key issues in facilities infrastructure considerations. The Workshop will include representation from the following groups:  
- Facilities  
- SER  
- IT  
- Athletics  
- Food Services  
- TAG  
- Sustainability  
- WM |
## EXHIBITS C & D – SCOPE OF WORK

<table>
<thead>
<tr>
<th>2.34</th>
<th>PM Meeting #8</th>
<th>January 15, 2015</th>
<th>ABA will prepare for, facilitate and document a Project Management Meeting in Preparation for the CPC Retreat #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.35</td>
<td>CPC+ Retreat #2</td>
<td>January 16, 2015</td>
<td>ABA will prepare for, facilitate, and document a College Planning Council Plus (CPC+) Retreat to review input and guidance from the Governance Body Focus Group and the Infrastructure Services Groups Workshops, and review the draft final program and program location and receive input and feedback.</td>
</tr>
<tr>
<td>Trip #7</td>
<td>2.36</td>
<td>PM Call #9</td>
<td>February 4, 2015</td>
</tr>
<tr>
<td>2.37</td>
<td>Core Team Meeting #8</td>
<td>February 11, 2015</td>
<td>ABA will prepare for, facilitate and document a Core Team Project Meeting to review work to date and prepare for final PLLUMP presentation of Step 1: Discovery and Step 2: Program including program location to College Forum and College Board.</td>
</tr>
<tr>
<td>2.38</td>
<td>College Forum #2 (Optional)</td>
<td>Week of February 9, 2015</td>
<td><strong>ABA will assist in the preparation of materials for the College to use in the College forum but will not attend. It should be planned to overview the Program and program location. ABA may attend as an optional service upon request.</strong></td>
</tr>
<tr>
<td>2.39</td>
<td>College Board Meeting #4</td>
<td>February 12, 2015</td>
<td>ABA will prepare for, present the final PLLUMP project for Phase 2, Step 1: Discovery and Step 2: Program for approval by the Board.</td>
</tr>
</tbody>
</table>

**Assumptions:**

- The schedule is based on the base contract scope of work. Optional services may require modification of the schedule depending on the interdependence to the base services.
- The above list for Phase 2, Step 1: Discovery are the assumed project meetings. The dates listed are for a general understanding of the sequence and timing of meetings. Dates will be confirmed with the College.
- The dates listed are based on the assumption that the agreement and proposal for the base scope of work will be approved at the July 24, 2014 Board Meeting. If approval is received at a later date, the schedule will be adjusted to align to College schedule.
EXHIBITS C & D – SCOPE OF WORK

- Selected optional services may modify associated meetings’ scope and sequence of the work of the base services when scope is interdependent on other meetings.
- ABA can provide an estimate to the College as requested for additional meetings.
- Optional meetings fees have been included in this proposal for the College’s information and may be selected as requested.
- It is not expected that consultants other than the College’s Environmental Consultants will be needed for the proposed scope of work; therefore this proposal does not include consultants.