

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. A

Fiscal Services  
College Area

### Proposal:

That the Governing Board review and discuss the 2013-2014 Monthly Financial Reports for the period ending October 31, 2013.

### Background:

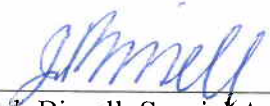
The Board routinely reviews financial data regarding expenses and revenues to monitor District fiscal operations.

### Budgetary Implications:

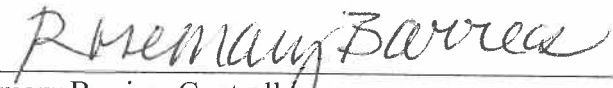
None.

☒ **RESOLUTION: BE IT RESOLVED**, that the 2013-2014 Monthly Financial Reports for the period ending October 31, 2013, be accepted.

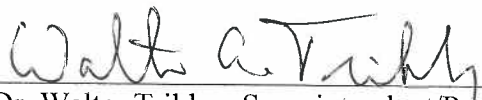
Recommended By:

  
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Joseph Bissell, Special Assistant to the Superintendent/President

Prepared By:

  
\_\_\_\_\_  
Rosemary Barrios, Controller

Agenda Approval:

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

**Monterey Peninsula College**  
**Fiscal Year 2013-14**  
**Financial and Budgetary Report**  
**October 31, 2013**

Enclosed please find attached the financial reports for the month ending October 31, 2013 for your review and approval. The financial report is an internal management report submitted to the Board of Trustees to compare actual financial activities to the approved budgets.

Operating Fund net revenue through October 31, 2013 is \$8,400,510 which is 18.6% of the operating budget for this fiscal year. Expenditures year-to-date total \$12,169,182 which is 27% of the operating budget for this fiscal year, for a net difference of - \$3,768,672.

**Highlights of financial activities year-to-date are as follows:**

**Revenues**

- The October apportionment payment was posted this month for \$1,502,167.
- Property taxes received this month of \$36,966.
- Student fees and charges received this month total \$366,042.

**Expenditures**

Overall the District operating funds expenditures continue to track as projected.

**Self Insurance Fund**

- Self Insurance expenses are at 29.4% of budgeted expenditures. The expenditure amount is .18% less than the amount for the same period last fiscal year.

**Fiduciary Funds**

- All Fiduciary Funds are tracking close to budget.

**Cash Balance:**

The total cash balance for all funds is \$34,208,282 including bond cash of \$20,117,060 and \$14,091,222 for all other funds. Operating funds cash is \$5,687,639.

**Other:**

The District completed the FY 12-13 Final Financial and Bond Audit in November 2013. The ending fund balances were confirmed by the auditor to be correct and these changes will be reflected on the next month's financial statements that will be presented to the board. So you will see a change on the Summary of All Funds beginning fund balances that are currently posted as of July 1, 2013.

# Monterey Peninsula Community College

Monthly Financial Report

October 31, 2013

## Summary of All Funds

Funds	Beginning Fund Balance	Revised Budgets 2013 - 2014		Ending Fund Balance	Year to Date Actual 2013 - 2014			% Actual to Budget		Cash Balance
	07/01/13	Revenue	Expense	6/30/2014	Revenue	Expense	Encumbrances	Rev	Exp	10/31/2013
General - Unrestricted	\$3,840,358	\$38,614,399	\$38,595,234	\$3,859,523	\$7,927,263	\$10,340,454	2,240,368	20.5%	32.6%	\$4,934,609
General - Restricted	0	5,247,463	5,247,462	1	187,583	1,532,797	48,401	3.6%	30.1%	0
Child Dev - Unrestricted	0	310,573	310,572	0	5,348	88,458	300	1.7%	28.6%	-55,720
Child Dev - Restricted	0	245,147	245,147	0	57,204	57,946	41,308	23.3%	40.5%	0
Student Center	259,336	264,200	264,200	259,336	20,366	14,216	56,316	7.7%	26.7%	245,286
Parking	116,995	512,000	489,741	139,254	202,746	135,311	51,736	39.6%	38.2%	563,464
<b>Subtotal Operating Funds</b>	<b>\$4,216,689</b>	<b>\$45,193,782</b>	<b>\$45,152,356</b>	<b>\$4,258,114</b>	<b>\$8,400,510</b>	<b>\$12,169,182</b>	<b>\$2,438,429</b>	<b>18.6%</b>	<b>27.0%</b>	<b>\$5,687,639</b>
Self Insurance	8,292,175	6,349,078	8,099,078	6,542,175	307,652	2,378,497	5,264	4.8%	29.4%	6,405,721
Capital Project	1,771,607	1,269,405	2,491,998	549,014	10,634	18,233	11,489	0.8%	1.2%	1,159,978
Building	27,158,736	50,000	7,520,032	19,688,704	0	3,142,225	10,590,598	0.0%	182.6%	20,117,060
Debt Service	52,285	275,324	275,324	52,285	137,662	137,662	137,662	50.0%	50.0%	52,963
Revenue Bond	20,905	18,075	18,075	20,905	0	16,650	1,425	0.0%	92.1%	5,119
Associated Student	75,000	90,000	90,000	75,000	25,943	9,027	0	28.8%	10.0%	144,020
Financial Aid	12,881	5,300,000	5,300,000	12,881	931,482	931,482	0	17.6%	17.6%	115,483
Scholarship & Loans	272,948	2,531,700	2,531,700	272,948	459,758	445,979	0	18.2%	17.6%	239,450
Trust Funds	293,917	469,102	469,102	293,917	176,439	110,250	0	37.6%	23.5%	250,139
Orr Estate	41,262	13,000	28,000	26,262	2,466	9,275	0	19.0%	33.1%	30,710
<b>Total all Funds</b>	<b>\$42,208,405</b>	<b>\$61,559,466</b>	<b>\$71,975,665</b>	<b>\$31,792,205</b>	<b>\$10,452,546</b>	<b>\$19,368,462</b>	<b>\$13,184,867</b>	<b>17.0%</b>	<b>26.9%</b>	<b>\$34,208,282</b>

## \*\*\* BOARD REPORT \*\*\*

## GENERAL FUND (Unrestricted)

Fund 01

## Monterey Peninsula College

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE	
<b>REVENUES</b>							
8100 FEDERAL	3,041	10,700	0	0		10,700	0.0%
8600 STATE	14,426,966	18,129,982	1,505,928	6,867,616		11,262,366	37.9%
8800 COUNTY / LOCAL	19,679,135	17,928,415	406,904	1,059,648		16,868,767	5.9%
8900 INTERFUND TRANSFER IN	2,055,231	2,545,302	0	0		2,545,302	N/A
<b>TOTAL REVENUE :</b>	<b><u>\$36,164,373</u></b>	<b><u>\$38,614,399</u></b>	<b><u>\$1,912,832</u></b>	<b><u>\$7,927,263</u></b>		<b><u>\$28,141,834</u></b>	<b>20.5%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT
<b>CERTIFICATED SALARIES</b>							
1100 TEACHER SALARIES	6,060,460	6,155,162	571,270	1,720,729		4,434,433	28.0%
1200 NON TEACHER SALARIES	2,631,772	2,799,070	287,578	882,100		1,916,970	31.5%
1300 HOURLY TEACHER	4,980,447	5,072,605	557,135	1,874,456		3,198,149	37.0%
1400 OTHER HOURLY SALARIES	279,078	337,756	38,194	108,492		229,264	32.1%
<b>TOTAL CERTIFICATED :</b>	<b><u>\$13,951,757</u></b>	<b><u>\$14,364,593</u></b>	<b><u>\$1,454,177</u></b>	<b><u>\$4,585,778</u></b>		<b><u>\$9,778,815</u></b>	<b>31.9%</b>
<b>CLASSIFIED SALARIES</b>							
2100 NON INSTRUCTIONAL	5,813,001	5,958,475	486,690	1,961,961		3,996,514	32.9%
2200 INSTRUCTIONAL AIDES	791,944	884,918	84,315	288,371		596,547	32.6%
2300 HOURLY NON INSTRUCTIONAL	405,114	255,782	34,265	123,102		132,680	48.1%
2400 HOURLY INSTRUCTIONAL	590,772	642,644	67,730	176,166		466,478	27.4%
	<b><u>\$7,600,831</u></b>	<b><u>\$7,741,819</u></b>	<b><u>\$673,000</u></b>	<b><u>\$2,549,600</u></b>		<b><u>\$5,192,220</u></b>	<b>32.9%</b>



**\*\*\* BOARD REPORT \*\*\***

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**GENERAL FUND (Unrestricted) continued**

Fund 01

**Monterey Peninsula College**

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$4,184,086</u></b>	<b><u>\$4,447,825</u></b>	<b><u>\$327,328</u></b>	<b><u>\$1,414,763</u></b>	<b><u>\$605,768</u></b>	<b><u>\$2,427,294</u></b>	<b>45.4%</b>
<b><u>SUPPLIES &amp; OTHER</u></b>							
4300 INSTRUCTIONAL SUPPLIES	218,522	237,088	21,826	80,049	28,148	128,891	45.6%
4500 OTHER SUPPLIES	459,186	344,692	61,980	138,639	137,556	68,498	80.1%
4700 FOOD	3,695	3,720	194	1,145	0	2,575	30.8%
<b>TOTAL SUPPLIES &amp; OTHER :</b>	<b><u>\$681,403</u></b>	<b><u>\$585,500</u></b>	<b><u>\$84,000</u></b>	<b><u>\$219,832</u></b>	<b><u>\$165,704</u></b>	<b><u>\$199,964</u></b>	<b>65.8%</b>
<b><u>OTHER</u></b>							
5100 CONTRACTED SERVICES	1,644,457	2,392,746	130,969	174,651	57,833	2,160,263	9.7%
5200 TRAVEL	157,447	151,691	21,300	40,202	7,920	103,569	31.7%
5300 DUES AND SUBSCRIPTIONS	174,359	174,335	5,029	152,122	0	22,213	87.3%
5400 INSURANCE	420,108	361,373	3,378	352,270	0	9,103	97.5%
5500 UTILITIES & HOUSEKEEPING	1,222,714	1,267,307	153,868	396,205	977,484	(106,382)	108.4%
5600 RENTS & LEASES	595,850	645,296	49,350	266,267	132,555	246,475	61.8%
5700 LEGAL AND AUDIT	88,173	217,400	3,442	15,619	92,772	109,009	49.9%
5800 OTHER SERVICES	343,866	523,998	49,350	55,373	160,901	307,724	41.3%
<b>TOTAL OTHER :</b>	<b><u>\$4,646,974</u></b>	<b><u>\$5,734,146</u></b>	<b><u>\$416,686</u></b>	<b><u>\$1,452,709</u></b>	<b><u>\$1,429,465</u></b>	<b><u>\$2,851,972</u></b>	<b>50.3%</b>
<b><u>CAPITAL OUTLAY</u></b>							
6200 BUILDING IMPROVEMENT	27,595	27,821	613	8,545	2,246	17,030	38.8%
6300 CAPITAL BOOKS & SOFTWARE	98,495	61,500	58,884	58,885	2,000	616	99.0%
6400 EQUIPMENT	61,309	50,255	31,898	50,344	35,186	(35,275)	170.2%
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$187,399</u></b>	<b><u>\$139,576</u></b>	<b><u>\$91,395</u></b>	<b><u>\$117,774</u></b>	<b><u>\$39,431</u></b>	<b><u>(\$17,629)</u></b>	<b>112.6%</b>
<b><u>TRANSFERS</u></b>							
7300 INTERFUND TRANSFER OUT	5,917,263	5,581,775	0	0	0	5,581,775	0.0%
7600 OTHER PAYMENTS TO STUDENTS	1,795	0	0	0	0	0	N/A
<b>TOTAL TRANSFERS :</b>	<b><u>\$5,919,058</u></b>	<b><u>\$5,581,775</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$5,581,775</u></b>	<b>0.0%</b>
<b>TOTAL EXPENSE &amp; TRANSFERS :</b>	<b><u>37,171,507</u></b>	<b><u>38,595,234</u></b>	<b><u>3,046,586</u></b>	<b><u>10,340,454</u></b>	<b><u>2,240,368</u></b>	<b><u>26,014,412</u></b>	<b>32.6%</b>
<b>REVENUE OVER EXPENSE :</b>	<b><u>(\$1,007,134)</u></b>	<b><u>\$19,165</u></b>	<b><u>(\$1,133,754)</u></b>	<b><u>(\$2,413,191)</u></b>	<b><u>(\$2,240,368)</u></b>	<b><u>\$2,127,422</u></b>	

\*\*\* BOARD REPORT \*\*\*

GENERAL FUND (Restricted)

Fund 01

Monterey Peninsula College

OCTOBER 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE	Y-T-D ACTUAL TO BUDGET
<b>REVENUES</b>							
8100 FEDERAL	1,465,164	2,032,353	104,833	104,833	0	1,927,520	5.2%
8600 STATE	2,236,054	2,418,123	0	0	0	2,418,123	0.0%
8800 COUNTY / LOCAL	602,369	729,739	36,212	82,750	0	646,989	11.3%
8900 INTERFUND TRANSFER IN	0	67,248	0	0	0	67,248	0.0%
TOTAL REVENUE :	<u>\$4,303,587</u>	<u>\$5,247,463</u>	<u>\$141,045</u>	<u>\$187,583</u>	<u>0</u>	<u>\$5,059,880</u>	<u>3.6%</u>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES		UNENCUMBERED BALANCE	PERCENT
<b>CERTIFICATED SALARIES</b>							
1100 TEACHER SALARIES	8,385	0	0	0	0	0	0.0%
1200 NON TEACHER SALARIES	986,154	1,030,451	81,491	308,885	0	721,566	30.0%
1300 HOURLY TEACHER	41,950	60,363	3,042	22,971	0	37,392	38.1%
1400 OTHER HOURLY SALARIES	231,180	187,456	21,775	105,321	0	82,135	56.2%
TOTAL CERTIFICATED :	<u>\$1,267,669</u>	<u>\$1,278,270</u>	<u>\$106,308</u>	<u>\$437,177</u>	<u>\$0</u>	<u>\$841,093</u>	<u>34.2%</u>
<b>CLASSIFIED SALARIES</b>							
2100 NON INSTRUCTIONAL	567,052	582,888	41,553	180,065	0	402,823	30.9%
2300 HOURLY NON INSTRUCTIONAL	366,065	274,945	35,894	107,890	0	167,055	39.2%
2400 HOURLY INSTRUCTIONAL	179,325	202,891	15,155	65,430	0	137,461	32.2%
TOTAL CLASSIFIED :	<u>\$1,112,442</u>	<u>\$1,060,724</u>	<u>\$92,602</u>	<u>\$353,385</u>	<u>\$0</u>	<u>\$707,339</u>	<u>33.3%</u>

\*\*\* BOARD REPORT \*\*\*  
**GENERAL FUND (Restricted) continued**  
Fund 01  
**Monterey Peninsula College**

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					
		REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	PERCENT
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$410,894</u></b>	<b><u>\$380,131</u></b>	<b><u>\$31,021</u></b>	<b><u>\$128,725</u></b>	<b><u>\$0</u></b>	<b><u>\$251,406</u></b>	<b>33.9%</b>
<b><u>SUPPLIES &amp; OTHER</u></b>							
4300 INSTRUCTIONAL SUPPLIES	25,108	134,659	5,183	9,623	0	125,036	7.1%
4500 OTHER SUPPLIES	45,931	56,020	7,029	18,018	1,318	36,684	34.5%
4700 FOOD	25,462	20,540	764	5,727	0	14,813	27.9%
<b>TOTAL SUPPLIES &amp; OTHER :</b>	<b><u>\$96,501</u></b>	<b><u>\$211,219</u></b>	<b><u>\$12,976</u></b>	<b><u>\$33,368</u></b>	<b><u>\$1,318</u></b>	<b><u>\$176,533</u></b>	<b>16.4%</b>
<b><u>OTHER</u></b>							
5100 CONTRACTED SERVICES	565,136	585,686	52,708	165,828	24,784	395,074	32.5%
5200 TRAVEL	359,966	333,152	33,968	88,667	0	244,485	26.6%
5300 DUES AND SUBSCRIPTIONS	5,805	1,100	75	225	0	875	20.5%
5400 INSURANCE	45,339	45,238	410	45,148	0	90	99.8%
5500 UTILITIES & HOUSEKEEPING	142	500	11	29	171	300	40.0%
5600 RENTS & LEASES	32,296	10,966	1,909	10,665	0	301	97.3%
5800 OTHER SERVICES	183,642	189,454	26,920	41,742	4,143	143,569	24.2%
<b>TOTAL OTHER :</b>	<b><u>\$1,192,326</u></b>	<b><u>\$1,166,096</u></b>	<b><u>\$116,001</u></b>	<b><u>\$352,304</u></b>	<b><u>\$29,098</u></b>	<b><u>\$784,694</u></b>	<b>32.7%</b>
<b><u>CAPITAL OUTLAY</u></b>							
6300 CAPITAL BOOKS & SOFTWARE	0	16,960	0	13,530	13,159	(9,729)	0.0%
6400 EQUIPMENT	82,431	296,038	3,205	34,547	4,826	256,665	13.3%
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$82,431</u></b>	<b><u>\$312,998</u></b>	<b><u>\$3,205</u></b>	<b><u>\$48,077</u></b>	<b><u>\$17,985</u></b>	<b><u>\$246,936</u></b>	<b>21.1%</b>
<b><u>TRANSFERS</u></b>							
7300 INTERFUND TRANSFER OUT	545,030	527,398	167,832	167,832	0	359,566	31.8%
7500 STUDENT FINANCIAL AID PYMT	27,546	62,823	0	1,960	0	60,863	3.1%
7600 OTHER PYMTS TO STUDENTS	141,480	247,802	4,575	9,969	0	237,833	4.0%
<b>TOTAL TRANSFERS :</b>	<b><u>\$714,056</u></b>	<b><u>\$838,023</u></b>	<b><u>\$172,407</u></b>	<b><u>\$179,761</u></b>	<b><u>\$0</u></b>	<b><u>\$658,262</u></b>	<b>21.5%</b>
<b>TOTAL EXPENSE &amp; TRANSFERS :</b>	<b><u>4,876,319</u></b>	<b><u>5,247,461</u></b>	<b><u>534,520</u></b>	<b><u>1,532,797</u></b>	<b><u>48,401</u></b>	<b><u>3,666,263</u></b>	<b>30.1%</b>
<b>REVENUE OVER EXPENSE :</b>	<b><u>(\$572,732)</u></b>	<b><u>\$2</u></b>	<b><u>(\$393,475)</u></b>	<b><u>(\$1,345,214)</u></b>	<b><u>(\$48,401)</u></b>	<b><u>\$1,393,617</u></b>	

\*\*\* BOARD REPORT \*\*\*  
Child Development Fund  
Fund 04 Unrestricted  
Monterey Peninsula College  
October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
<b>REVENUE</b>								
8660 STATE	0	0	0	0	0	0	0	0.0%
8800 LOCAL	57,176	61,750	1,321	5,348	0	56,402	56,402	8.7%
8900 OTHER	278,132	248,823	0	0	0	248,823	248,823	0.0%
<b>TOTAL REVENUE:</b>	<b>335,308</b>	<b>310,573</b>	<b>1,321</b>	<b>5,348</b>	<b>0</b>	<b>\$305,225</b>		<b>1.7%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
<b>CLASSIFIED SALARIES</b>								
2100 NON INSTRUCTIONAL	70,295	65,244	5,931	22,354	0	42,890	42,890	34.3%
2200 INSTRUCTIONAL AIDES	120,306	74,710	7,646	20,584	0	54,126	54,126	27.6%
2300 NON INSTRUCTIONAL TEMP	0	10,222	1,130	2,190	0	8,032	8,032	0.0%
2400 HOURLY INSTRUCTIONAL	42,923	45,229	3,656	8,574	0	36,655	36,655	19.0%
<b>TOTAL CLASSIFIED:</b>	<b>\$233,524</b>	<b>\$195,405</b>	<b>\$18,363</b>	<b>\$53,702</b>	<b>\$0</b>	<b>\$141,703</b>		<b>27.5%</b>
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b>\$59,705</b>	<b>\$45,601</b>	<b>\$4,169</b>	<b>\$12,985</b>	<b>\$0</b>	<b>\$32,616</b>		<b>28.5%</b>
<b>SUPPLIES &amp; OTHER</b>								
4300 INSTRUCTIONAL SUPPLIES	0	270	0	0	0	270	270	0.0%
4500 OTHER SUPPLIES	36	1,581	0	0	0	1,581	1,581	0.0%
<b>TOTAL SUPPLIES &amp; OTHER:</b>	<b>\$36</b>	<b>\$1,851</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,851</b>		<b>0.0%</b>
<b>OTHER</b>								
5400 INSURANCE	0	0	0	0	0	0	0	0.0%
5500 UTILITIES AND HOUSEKEEPING	0	0	0	0	300	(300)	(300)	0.0%
5600 RENTS, LEASES, AND REPAIRS	0	1,403	0	0	0	1,403	1,403	0.0%
<b>TOTAL OTHER :</b>	<b>\$0</b>	<b>\$1,403</b>	<b>\$0</b>	<b>\$0</b>	<b>\$300</b>	<b>\$1,103</b>		<b>0.0%</b>
<b>OTHER SERVICES AND EXPENSES</b>								
5800 UNSPECIFIC	\$0	\$1,000	\$0	\$0	\$0	\$1,000	\$1,000	0.0%
<b>TOTAL UNSPECIFIC</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>		<b>0.0%</b>
<b>TRANSFERS</b>								
7300 INTERFUND TRANSFER OUT	93,889	65,312	21,771	21,771	0	43,541	43,541	33.3%
<b>TOTAL TRANSFERS:</b>	<b>\$93,889</b>	<b>\$65,312</b>	<b>\$21,771</b>	<b>\$21,771</b>	<b>\$0</b>	<b>\$43,541</b>		<b>33.3%</b>
<b>TOTAL EXPENSE &amp; TRANSFER:</b>	<b>\$387,154</b>	<b>\$310,572</b>	<b>\$44,303</b>	<b>\$88,458</b>	<b>\$300</b>	<b>\$221,814</b>		<b>28.6%</b>
<b>REVENUE OVER EXPENSE :</b>	<b>(\$51,846)</b>	<b>\$1</b>	<b>(\$42,982)</b>	<b>(\$83,110)</b>	<b>(\$300)</b>	<b>\$83,411</b>		

\*\*\* BOARD REPORT \*\*\*  
 Child Development Fund  
 Fund 04 Restricted  
 Monterey Peninsula College  
 October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					BALANCE DUE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
REVENUE								
8100 FEDERAL	54,541	20,000	0	0	0	20,000	0.0%	
8690 STATE	135,564	167,943	0	0	0	167,943	0.0%	
8800 LOCAL	50,000	57,204	0	57,204	0	0	1.0%	
TOTAL REVENUE:	\$240,105	\$245,147	\$0	\$57,204	\$0	\$187,943	23.3%	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED SALARIES								
2100 NON INSTRUCTIONAL	8,064	6,823	516	1,944	0	4,879	28.5%	
2200 INSTRUCTIONAL AIDES	47,807	68,431	7,226	19,345	0	49,086	28.3%	
2300 HOURLY NON INSTRUCTIONAL	8,708	0	0	195	0	(195)	0.0%	
2400 HOURLY INSTRUCTIONAL	26,581	49,899	3,684	8,618	0	41,281	17.3%	
TOTAL CLASSIFIED:	\$91,160	\$125,153	\$11,426	\$30,102	\$0	\$95,051	24.1%	
3XXX TOTAL FRINGE BENEFITS :	\$20,717	\$28,297	\$2,879	\$7,771	\$22,370	(\$1,844)	27.5%	
SUPPLIES & OTHER								
4300 INSTRUCTIONAL SUPPLIES	0	0	0	0	0	0	0.0%	
4500 OTHER SUPPLIES	2,737	3,622	292	1,019	4,881	(2,278)	28.1%	
4700 FOOD	12,772	18,000	1,706	4,143	14,057	(200)	23.0%	
TOTAL SUPPLIES & OTHER:	\$15,509	\$21,622	\$1,998	\$5,162	\$18,938	(\$2,478)	23.9%	
OTHER								
5200 TRAVEL	0	1,500	1,143	1,143	0	\$357	76.2%	
TOTAL TRAVEL	\$0	\$1,500	\$1,143	\$1,143	\$0	\$357	76.2%	
OTHER								
5400 INSURANCE	0	299	0	0	0	299	0.0%	
5600 RENTS & LEASES	1,217	0	0	0	0	0	0.0%	
5800 OTHER SERVICES	699	21,304	0	0	0	21,304	0.0%	
TOTAL OTHER :	\$1,916	\$21,603	\$0	\$0	\$0	\$21,603	0.0%	
SITES AND SITE IMPROVEMENTS								
6100 SITE IMPROVEMENT	\$2,693	\$0	\$0	\$0	\$0	\$0	0.0%	
TOTAL IMPROVEMENT:	\$2,693	\$0	\$0	\$0	\$0	\$0	0.0%	
TRANSFERS								
7300 INTERFUND TRANSFER OUT	47,297	46,971	14,911	14,911	0	32,060	31.7%	
7500 STUDENT FINANCIAL AID PYM	0	0	0	0	0	0	0.0%	
TOTAL TRANSFERS:	\$47,297	\$46,971	\$14,911	\$14,911	\$0	\$32,060	31.7%	
TOTAL EXPENSE & TRANSFER:	\$179,292	\$245,146	\$32,357	\$57,946	\$41,308	\$144,392	40.5%	
REVENUE OVER EXPENSE :	\$60,813	\$1	(\$32,357)	(\$742)	(\$41,308)	\$43,551		

## \*\*\* BOARD REPORT \*\*\*

**Capital Projects Fund  
Fund 14  
Monterey Peninsula College**

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES				
REVENUES								
8600 STATE	11,240	1,126,504	0	0		1,126,504	N/A	
8800 COUNTY / LOCAL	281,162	142,901	9,168	10,634		132,267	N/A	
8900 INTERFUND TRANSFER IN	250,000	0	0	0		0	N/A	
TOTAL REVENUE :	\$542,401	\$1,269,405	9,168	10,634		\$1,258,771	0.8%	
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
CLASSIFIED SALARIES								
2300 HOURLY NON INSTRUCTION	106	0	0	0	0	0	N/A	
TOTAL OTHER :	\$106	\$0	\$0	\$0	\$0	\$0	0.0%	
3XXX TOTAL FRINGE BENEFITS :	\$12	\$0	\$0	\$0	\$0	\$0	0.0%	
SUPPLIES								
4300 INSTRUCTIONAL SUPPLIES	11,240	0	0	0	0	0	0.0%	
4500 NON-INSTRUCTIONAL SUPPLIE	12,750	6,710	0	2,824	2,695	1,190	42.1%	
TOTAL OTHER :	\$23,990	\$6,710	\$0	\$2,824	\$2,695	\$1,190	0.0%	
OTHER								
5100 CONTRACTED SERVICES	28,995	63,203	0	0	0	63,203	0.0%	
5300 DUES AND MEMBERSHIPS	0	0	0	0	0	0	N/A	
5400 INSURANCE	0	0	0	0	0	0	N/A	
5600 RENTS, LEASES, REPAIRS	43,821	125,401	1,685	15,409	8,794	101,198	12.3%	
5700 LEGAL,ELECTION, AND AUDIT	0	6,327	0	0	0	6,327	0.0%	
5800 OTHER SERVICES AND EXPEN	0	300,000	0	0	0	300,000	0.0%	
TOTAL OTHER :	\$72,816	\$494,931	\$1,685	\$15,409	\$8,794	\$170,728	4.9%	
CAPITAL OUTLAY								
6100 SITES	25,648	57,691	0	0	0	57,691	0.0%	
6200 BUILDING IMPROVEMENTS	0	1,016,791	0	0	0	1,016,791	0.0%	
6400 EQUIPMENT	161,164	120,573	0	0	0	120,573	0.0%	
TOTAL CAPITAL OUTLAY :	\$186,811	\$1,195,055	\$0	\$0	\$0	\$1,195,055	0.0%	
INTERFUND TRANSFER OUT								
7300 TRANSFER OUT	636,651	795,302	0	0	0	795,302	N/A	
TOTAL EXPENSE :	\$920,386	\$2,491,998	\$1,685	\$18,233	\$11,489	\$1,366,973	1.2%	
REVENUE OVER EXPENSE :	\$377,984	\$1,222,593	\$7,482	(\$7,600)	\$11,489	\$2,162,275		

# \*\*\* BOARD REPORT \*\*\*

## Other Debt Service Fund

Fund 29

## Monterey Peninsula College

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES		UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
REVENUES							
8600 STATE	0	0	0	0		0	N/A
8860 LOCAL/COUNTY	544	0	0	0		0	N/A
8900 INTERFUND TRANSFER IN	275,324	275,324	0	137,662		137,662	50.0%
TOTAL REVENUE :	\$275,868	\$275,324	\$0	\$137,662		\$137,662	50.0%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
Transfers							
7200 LONG TERM DEBT	275,324	275,324	0	137,662	137,662	0	50.0%
TOTAL CAPITAL OUTLAY :	\$275,324	\$275,324	\$0	\$137,662	\$137,662	\$0	50.0%
TOTAL EXPENSE :	\$275,324	\$275,324	\$0	\$137,662	\$137,662	\$0	50.0%
REVENUE OVER EXPENSE :	\$544	\$0	\$0	\$0	(\$137,662)	\$137,662	

## \*\*\* BOARD REPORT \*\*\*

**Self Insurance Fund  
Fund 35  
Monterey Peninsula College**

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES				
REVENUE								
8800 COUNTY / LOCAL	621,881	618,365	60,876	73,316			545,049	11.9%
8860 INTEREST	23,857	0	0	0			0	N/A
8900 INTERFUND TRANSFER IN	6,155,912	5,730,713	234,336	234,336			5,496,377	4.1%
TOTAL REVENUE :	\$6,801,650	\$6,349,078	\$295,212	\$307,652			\$6,041,426	4.8%
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURE	Y-T-D EXPENDITURE	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
3XXX TOTAL FRINGE BENEFITS	\$6,226,982	\$6,292,397	\$651,818	\$2,356,395	\$0	\$3,936,002		37.4%
4500 NON-INSTRUCTIONAL SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0		N/A
OTHER								
5100 CONTRACTED SERVICES	66,117	0	12,648	22,102	5,264	(27,366)		N/A
5800 OTHER SERVICES	0	0	0	0	0	0		N/A
TOTAL OTHER :	\$66,117	\$0	\$12,648	\$22,102	\$5,264	(\$27,366)		N/A
INTERFUND TRANSFER OUT								
7300 TRANSFER OUT	1,418,580	1,806,681	0	0	0	1,806,681		N/A
TOTAL EXPENSE :	\$7,711,679	\$8,099,078	\$664,466	\$2,378,497	\$5,264	\$5,715,318		29.4%
REVENUE OVER EXPENSE :	(\$910,029)	(\$1,750,000)	(\$369,254)	(\$2,070,845)	(\$5,264)	\$326,109		



\*\*\* BOARD REPORT \*\*\*  
 Parking Fund  
 Fund 39  
 Monterey Peninsula College  
 September 30, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-2014					BALANCE	Y-T-D ACTUAL TO BUDGET
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE				
<b>REVENUE</b>								
8800 COUNTY / LOCAL	796,431	512,000	152,000	202,746		0	309,254	39.6%
<b>TOTAL REVENUE:</b>	<b><u>\$796,431</u></b>	<b><u>\$512,000</u></b>	<b><u>\$152,000</u></b>	<b><u>\$202,746</u></b>		<b><u>\$0</u></b>	<b><u>\$309,254</u></b>	<b><u>39.6%</u></b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET	
<b>CLASSIFIED SALARIES</b>								
2100 NON INSTRUCTIONAL	150,426	155,712	10,546	50,124	0	105,588	32.2%	
2300 HOURLY NON INSTRUCTIONAL	58,339	59,210	9,413	27,587	0	31,623	46.6%	
<b>TOTAL CLASSIFIED :</b>	<b><u>\$208,765</u></b>	<b><u>\$214,922</u></b>	<b><u>\$19,959</u></b>	<b><u>\$77,711</u></b>	<b><u>\$0</u></b>	<b><u>\$137,211</u></b>	<b><u>36.2%</u></b>	
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$56,642</u></b>	<b><u>\$59,451</u></b>	<b><u>\$4,339</u></b>	<b><u>\$19,024</u></b>	<b><u>\$37,669</u></b>	<b><u>\$2,758</u></b>	<b><u>32.0%</u></b>	
<b>SUPPLIES &amp; OTHER</b>								
4500 OTHER SUPPLIES :	<u>\$10,256</u>	<u>12,500</u>	<u>490</u>	<u>2,243</u>	<u>563</u>	<u>9,694</u>	<u>17.9%</u>	
<b>TOTAL SUPPLIES &amp; OTHER:</b>	<b><u>\$10,256</u></b>	<b><u>\$12,500</u></b>	<b><u>\$490</u></b>	<b><u>\$2,243</u></b>	<b><u>\$563</u></b>	<b><u>\$9,694</u></b>	<b><u>17.9%</u></b>	
<b>OTHER</b>								
5100 CONTRACTS	0	0	0	0	0	0	0.0%	
5200 TRAVEL & CONFERENCE	400	500	0	0	0	500	0.0%	
5500 UTILITIES & HOUSEKEEPING	2,850	5,000	264	829	1,077	3,094	0.0%	
5600 RENTS & LEASES	6,881	68,200	675	4,005	0	64,195	5.9%	
<b>TOTAL OTHER:</b>	<b><u>\$10,131</u></b>	<b><u>\$73,700</u></b>	<b><u>\$939</u></b>	<b><u>\$4,834</u></b>	<b><u>\$1,077</u></b>	<b><u>\$67,789</u></b>	<b><u>6.6%</u></b>	
<b>CAPITAL OUTLAY</b>								
6400 EQUIPMENT	<u>26,706</u>	<u>25,000</u>	<u>0</u>	<u>1,676</u>	<u>12,427</u>	<u>10,897</u>	<u>6.7%</u>	
<b>TOTAL CAPITAL OUTLAY:</b>	<b><u>\$26,706</u></b>	<b><u>\$25,000</u></b>	<b><u>\$0</u></b>	<b><u>\$1,676</u></b>	<b><u>\$12,427</u></b>	<b><u>\$10,897</u></b>	<b><u>6.7%</u></b>	
<b>TRANSFERS</b>								
7300 INTERFUND TRANSFER OUT	<u>94,124</u>	<u>104,168</u>	<u>29,823</u>	<u>29,823</u>	<u>0</u>	<u>74,345</u>	<u>28.6%</u>	
<b>TOTAL TRANSFERS:</b>	<b><u>\$94,124</u></b>	<b><u>\$104,168</u></b>	<b><u>\$29,823</u></b>	<b><u>\$29,823</u></b>	<b><u>\$0</u></b>	<b><u>\$74,345</u></b>	<b><u>28.6%</u></b>	
<b>TOTAL EXPENSE &amp; TRANSFER:</b>	<b><u>\$406,624</u></b>	<b><u>\$489,741</u></b>	<b><u>\$55,550</u></b>	<b><u>\$135,311</u></b>	<b><u>\$51,736</u></b>	<b><u>\$302,694</u></b>	<b><u>38.2%</u></b>	
<b>REVENUE OVER EXPENSE :</b>	<b><u>\$389,807</u></b>	<b><u>\$22,259</u></b>	<b><u>\$96,450</u></b>	<b><u>\$67,435</u></b>	<b><u>(\$51,736)</u></b>	<b><u>\$6,560</u></b>		

## \*\*\* BOARD REPORT \*\*\*

## College Revenue Bond Interest &amp; Redemption

Fund 46

## Monterey Peninsula College

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					
		REVISED BUDGET	CURRENT REVENUES	Y-T-D REVENUES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>REVENUES</b>							
8800 LOCAL	18,525	18,075	0	0		18,075	0.0%
8860 INTEREST	49	0	0	0		0	N/A
TOTAL REVENUE :	<u>\$18,574</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$0</u>		<u>\$0</u>	0.0%
<b>DEBT RETIREMENT</b>							
7100 DEBT RETIREMENT	18,525	18,075	0	16,650	1,425	0	92.1%
TOTAL DEBT RETIREMENT :	<u>\$18,525</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$16,650</u>	<u>\$1,425</u>	<u>\$0</u>	92.1%
TOTAL EXPENSE :	<u>\$18,525</u>	<u>\$18,075</u>	<u>\$0</u>	<u>\$16,650</u>	<u>\$1,425</u>	<u>\$0</u>	100.0%
REVENUE OVER EXPENSE :	<u>\$49</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$16,650)</u>	<u>(\$1,425)</u>	<u>\$0</u>	

## \*\*\* BOARD REPORT \*\*\*

## COLLEGE CENTER FUND

Fund 47

## Monterey Peninsula College

October 31, 2013

OBJECT CLASSIFICATION	2012-2013 ACTUAL	2013-14					
		REVISED BUDGET	CURRENT REVENUE	Y-T-D REVENUE		BALANCE DUE	Y-T-D ACTUAL TO BUDGET
<b>REVENUE</b>							
8800 COUNTY / LOCAL	223,781	264,200	20,366	20,366		243,834	7.7%
8860 INTEREST	<u>1,286</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>0</u>	N/A
<b>TOTAL REVENUE :</b>	<b><u>\$225,067</u></b>	<b><u>\$264,200</u></b>	<b><u>\$20,366</u></b>	<b><u>\$20,366</u></b>		<b><u>\$243,834</u></b>	<b>7.7%</b>
OBJECT CLASSIFICATION	2012-2013 ACTUAL	REVISED BUDGET	CURRENT EXPENDITURES	Y-T-D EXPENDITURES	ENCUMBERED BALANCE	UNENCUMBERED BALANCE	Y-T-D ACTUAL TO BUDGET
<b>CLASSIFIED</b>							
2100 NON INSTRUCTIONAL	22,710	24,354	2,030	2,030	0	22,325	8.3%
2300 HOURLY NON INSTRUCTIONA	<u>174</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	N/A
<b>TOTAL CLASSIFIED :</b>	<b><u>\$22,884</u></b>	<b><u>\$24,354</u></b>	<b><u>\$2,030</u></b>	<b><u>\$2,030</u></b>	<b><u>\$0</u></b>	<b><u>\$22,325</u></b>	<b>8.3%</b>
<b>3XXX TOTAL FRINGE BENEFITS :</b>	<b><u>\$6,881</u></b>	<b><u>\$7,097</u></b>	<b><u>\$591</u></b>	<b><u>\$475</u></b>	<b><u>\$0</u></b>	<b><u>\$6,622</u></b>	<b>6.7%</b>
<b>SUPPLIES &amp; OTHER</b>							
4500 OTHER SUPPLIES	(121)	1,150	197	101	300	750	34.8%
<b>TOTAL SUPPLIES &amp; OTHER :</b>	<b><u>(\$121)</u></b>	<b><u>\$1,150</u></b>	<b><u>\$197</u></b>	<b><u>\$101</u></b>	<b><u>\$300</u></b>	<b><u>\$750</u></b>	<b>34.8%</b>
<b>OTHER</b>							
5100 CONTRACT SERVICES	0	0	0	0	0	0	0.0%
5200 TRAVEL	83	1,500	0	0	0	1,500	0.0%
5300 MEMBERSHIP	75	75	75	0	0	75	0.0%
5400 INSURANCE	17,545	17,545	0	0	0	17,545	0.0%
5500 UTILITIES & HOUSEKEEPING	122,701	146,317	7,896	11,612	56,016	78,689	46.2%
5600 RENTS & LEASES	4,690	10,898	0	0	0	10,898	0.0%
5800 OTHER SERVICES	<u>5,000</u>	<u>5,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,000</u>	0.0%
<b>TOTAL OTHER :</b>	<b><u>\$150,094</u></b>	<b><u>\$181,335</u></b>	<b><u>\$7,971</u></b>	<b><u>\$11,612</u></b>	<b><u>\$56,016</u></b>	<b><u>\$113,707</u></b>	<b>37.3%</b>
<b>CAPITAL OUTLAY</b>							
6400 EQUIPMENT	1,640	3,000	0	0	0	3,000	0.0%
<b>TOTAL CAPITAL OUTLAY :</b>	<b><u>\$1,640</u></b>	<b><u>\$3,000</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$3,000</u></b>	<b>0.0%</b>
<b>TRANSFERS</b>							
7100 DEBT RETIREMENT	18,525	18,525	0	0	0	18,525	0.0%
7300 INTERFUND TRANSFER	<u>261,765</u>	<u>28,739</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>28,739</u>	0.0%
<b>TOTAL TRANSFERS :</b>	<b><u>\$280,290</u></b>	<b><u>\$47,264</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$47,264</u></b>	<b>0.0%</b>
<b>TOTAL EXPENSE &amp; TRANSFERS :</b>	<b><u>\$461,667</u></b>	<b><u>\$264,200</u></b>	<b><u>\$10,789</u></b>	<b><u>\$14,216</u></b>	<b><u>\$56,316</u></b>	<b><u>\$193,667</u></b>	<b>26.7%</b>
<b>REVENUE OVER EXPENSE :</b>	<b><u>(\$236,600)</u></b>	<b><u>\$0</u></b>	<b><u>\$9,577</u></b>	<b><u>\$6,150</u></b>	<b><u>(\$56,316)</u></b>	<b><u>\$50,167</u></b>	

**\*\*\* BOARD REPORT \*\*\***

Associated Student Fur

Monterey Peninsula Coll

October 31, 2013

		2012-13				2013-14			
OBJECT		PRIOR YEAR	FORECAST	REVISED	CURRENT MTH	Y-T-D		BALANCE	
CLASSIFICATION		ACTUAL	BUDGET	BUDGET	REVENUE	REVENUE		DUE	PERCENT
<b>REVENUES</b>									
8000	BEGINNING BALANCE	0	0	0	0	0		0	#DIV/0!
8001	ASMPCC CARD SALES	72,503	59,000	59,000	12,736	19,304		39,696	32.7%
8005	CAFETERIA/D & L VENDING	7,163	2,119	2,119	0	1,387		732	65.5%
8006	INTEREST	186	155	155	18	68		87	43.9%
8010	MISCELLANEOUS	0	0	0	500	500		500	0.0%
8011	STUDENT REPRESENTATIVE FEES	14,478	11,000	11,000	2,549	4,684		6,316	0.0%
8013	BOOKSTORE CONTRACT	5,000	5,000	5,000	0	0		5,000	0.0%
8014	PRIOR YEAR ADJUSTMENT	0	0	0	0	0		0	0.0%
8015	BUS PASS	10,770	12,726	12,726	0	0		12,726	0.0%
4999	OTHER INCOME	100	0	0	0	0		0	0.0%
	<b>TOTAL REVENUE:</b>	<b>\$110,200</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>15,803</b>	<b>25,943</b>		<b>\$64,057</b>	<b>28.8%</b>
OBJECT		PRIOR YEAR	FORECAST	REVISED	CURRENT MTH	Y-T-D	ENCUMBERED	UNENCUMBERED	
CLASSIFICATION		ACTUAL	BUDGET	BUDGET	EXPENDITURES	EXPENDITURES	BALANCE	BALANCE	PERCENT
<b>EXPENSES</b>									
<b>#4000 ASMPCC COUNCIL</b>									
	ASMPCC COMMUNITY OUTREACH FUND	0	200	200	0	0		200.00	0.0%
	ASMPCC GENERAL FUND	1,313	2,000	2,000	586	710		1,290	35.5%
	ASMPCC OFFICE SUPPLIES FUND	8,787	8,200	8,200	1,408	2,327		5,873	0.0%
	ASMPCC STIPEND FUND	9,020	12,700	12,700	0	-180		12,880	-1.4%
	ASMPCC STUDENT BENEFITS FUND	17,730	12,900	12,900	300	588		12,312	4.6%
<b>#4007 STUDENT REP. COUNCIL</b>									
	SRC STIPEND FUND	0	4,500	4,500	0	0		4,500	0.0%
	SRC GENERAL FUND	0	4,500	4,500	0	0		4,500	
<b>#4010 ACTIVITIES COUNCIL</b>									
	AC GENERAL FUND	9,684	16,150	16,150	2,168	3,118			
	AC PROMOTIONAL ITEM FUND	1,490	450	450	0	0			
	AC STIPENDS	1,620	1,400	1,400	0	0			
<b>#4104 INTER CLUB COUNCIL-ICC</b>									
	ICC CLUB ACTIVITY FUND	3,386	4,500	4,500	200	200			
	ICC COMMUNITY ACTIVITY FUND	6,719	10,500	10,500	113	622		9,878	0.0%
	ICC EQUIPMENT FUND	0	1,500	1,500	245	445		1,055	0.0%
	ICC CLUB EQUIPMENT FUND	1,085	2,000	2,000	0	-200		2,200	0.0%
	ICC SEED MONEY	3,392	7,000	7,000	200	200		6,800	0.0%
	ICC START UP FUNDS (\$200.00)	50	500	500	0	0		0	0.0%
	ICC STIPEND FUND	0	1,000	1,000					
<b>#4105 Student Rep Fees</b>									
	SRF Conference/workshops	3,918	0	0	192	192			
	SRF (statewide) travel Fnd.	1,441	0	0	75	972			
<b>6560 BANK SERVICES</b>									
	BANK CHARGES	9	0	0	8	33			
	<b>TOTAL EXPENSES:</b>	<b>\$69,644</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>5,494</b>	<b>9,027</b>		<b>\$61,488</b>	<b>10.0%</b>
	<b>REVENUE OVER EXPENSE:</b>	<b>\$40,556</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,309</b>	<b>\$16,916</b>		<b>\$2,569</b>	
						BEGINNING BALANCE WITH Y-T-D REVENUE			
						92,321			
						INCOME TO DATE			
						25,943			
						EXPENSE TO DATE			
						(9,027)			
						EST. ENDING BALANCE			
						109,237			

BUILDING

**Building Fund  
Fund 48  
Monterey Peninsula College**

October 31, 2013

BOND PROJECTS	REVISED PROJECT BUDGET	2013-14		
		PURCHASE ORDER OUTSTANDING	2013-2014 PAYMENTS	BUDGET BALANCE BUDGET-PO'S-PYMT
1. Arts Complex	\$0	2,701,938	145,148	-\$2,847,086
2. College Center Building	\$0	4,409,724	400,962	-\$4,810,686
3. Furniture & Equipment	\$1,892,407	9,258	260,034	\$1,623,115
4. Humanities, Bus Hum - Student Services Build	\$1,818,189	1,242,673	789,744	-\$214,228
5. Infrastructure 3 / Miscellaneous	\$56,657	0	914	\$55,743
6. Life Science & Physical Science	\$2,138,364	385,080	689,086	\$1,064,198
7. Marina Education Center	\$0	0	0	\$0
8. Music Building	\$0	0	0	\$0
9. PE Phase II - Gym/Locker Room	\$231,787	0	0	\$231,787
10. Physical Science Building	\$0	0	0	\$0
11. Pool/ Tennis Courts	\$366,916	1,660,097	405,928	-\$1,699,109
12. PSTC Parker Flats	\$0	0	0	\$0
13. Student Services Building	\$0	0	0	\$0
14. Swing Space	\$474,467	47,094	285,389	\$141,984
15. Theater Building	\$541,245	36,272	113,378	\$391,595
16. General Institutional Bond Management	\$0	98,462	51,642	-\$150,104
<b>Total Bond Projects:</b>	<b>\$7,520,032</b>	<b>\$10,590,598</b>	<b>\$3,142,225</b>	<b>\$1,444,981</b>
<b>Initial Bond Funds Received 6/30/03</b>		<b>\$40,000,000</b>		
<b>County office interest Received from inception</b>		<b>\$5,774,241</b>		
<b>LAIF interest from inception</b>		<b>\$1,514,006</b>		
<b>Bond Refinancing 05-06</b>		<b>\$4,240,051</b>		
<b>Bond Funds Received 1/24/08</b>		<b>\$104,999,300</b>		
<b>Lehman Brothers Investment loss</b>		<b>(\$1,878,835)</b>		
<b>Balance Used in 13-14</b>		<b>(\$3,142,225)</b>		
<b>Balance Used in 12-13</b>		<b>(\$16,104,187)</b>		
<b>Balance Used in 11-12</b>		<b>(\$16,955,602)</b>		
<b>Balance Used in 10-11</b>		<b>(\$16,422,183)</b>		
<b>Balance Used in 09-10</b>		<b>(\$13,542,031)</b>		
<b>Balance Used in 08-09</b>		<b>(\$16,415,556)</b>		
<b>Balance Used in 07-08</b>		<b>(\$19,317,846)</b>		
<b>Balance Used in 06-07</b>		<b>(\$20,713,267)</b>		
<b>Balance Used in 05-06</b>		<b>(\$7,641,016)</b>		
<b>Balance Used in 04-05</b>		<b>(\$2,815,134)</b>		
<b>Balance Used in 03-04</b>		<b>(\$2,626,246)</b>		
<b>Balance Used in 02-03</b>		<b>(\$625,834)</b>		
<b>Available Bond Funds</b>		<b>\$18,327,636</b>		

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. B

Administrative Services  
College Area

### **Proposal:**

That the Governing Board approve the 2012-13 year-end transfer of \$967,502 from the Unrestricted General Fund to the Capital Projects Fund.

### **Background:**

The 2012-13 Final Budget for the Unrestricted General Fund approved by the Board in August 2012 was \$38,143,002 (revenue and expense) and included \$2,055,231 in 1-time money transferred from other funds to cover budgeted expenses (\$636,651 from the Capital Outlay Fund and \$1,418,580 from the Self-Insurance Fund).

During the 2012-13 fiscal year, a number of transactions occurred that reduced the need for the entire \$2,055,231. These transactions are as follow:

- 1) The District received \$199,627 in 1-time state apportionment funds from 2011-12 as a prior year correction,
- 2) the District received 1-time Redevelopment Agency (RDA) funds of \$245,393,
- 3) the Instructional Service Agreement (ISA) contract for South Bay was reduced by \$272,482, and
- 4) net overs and unders for the fiscal year resulted in a positive difference of \$275,691. (The attached worksheets indicate the overs and unders for the major revenue and expense object codes resulting in revenues being under \$27,674.29 (0.07%) and expenses under \$303,368 (0.08%).

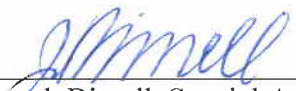
It is recommended that \$967,502 of the above amounts (totaling \$993,193) be transferred to the Capital Outlay Fund which would then leave a fund balance in the Unrestricted General Fund of \$3,895,081, 10.09% of the \$38,595,234 in budgeted expenditures for 2013-14. The recommendation to transfer all amounts to the Capital Outlay Fund is being made because of the need for additional funds for technology and the commitment for Fort Ord infrastructure; and, the projected \$6.5 million Self Insurance Fund balance for June 30, 2014 is believed adequate for current needs.

### **Budgetary Implications:**

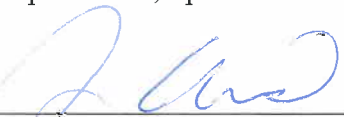
Unrestricted General Fund, 7000 Object Interfund Transfer	+\$967,502
Capital Project Fund, 8000 Object Interfund Transfer	+\$967,502

☒ **RESOLUTION: BE IT RESOLVED,** That the Governing Board approve the 2012-13 year-end transfer of \$967,502 from the Unrestricted General Fund to the Capital Projects Fund.

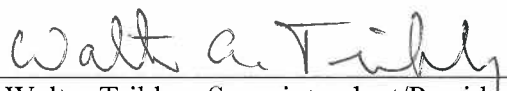
**Recommended By:**

  
\_\_\_\_\_  
Joseph Bissell, Special Assistant to the Superintendent/President

**Prepared By:**

  
\_\_\_\_\_  
\*Suzanne Ammons, Administrative Services

**Agenda Approval:**

  
\_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President

		Attachment		
<i>Unrest. GF- Expenses by Main Object</i>	Year-End Balance, 2012-13			11/6/2013
Budget Code	Approved	Revised Budget	Expend	Balance
OBJ. 1100- Instructor Salaries	6,079,624.59	6,031,244.59	6,056,611.28	(25,366.69)
OBJ. 1200- Non-Instr. Salaries	2,647,924.93	2,696,321.93	2,647,819.57	48,502.36
OBJ. 1300- Instr. Hourly Salaries	5,049,536.00	5,049,536.00	5,232,905.34	(183,369.34)
OBJ. 1400-Non- Instr. Hourly	266,440.00	251,355.75	295,149.32	(43,793.57)
<b>1000 Totals</b>	<b>\$14,043,525.52</b>	<b>\$14,028,458.27</b>	<b>\$14,232,485.51</b>	<b>(\$204,027.24)</b>
OBJ. 2100- Non-Instr. Salaries	5,951,150.72	5,860,835.17	5,802,372.95	58,462.22
OBJ. 2200- Instr. Salaries	802,221.62	802,221.62	792,344.07	9,877.55
OBJ. 2300-Non-Instr. Hourly	248,545.93	331,407.60	424,770.39	(93,362.79)
OBJ. 2400- Instr. Hourly	647,621.00	646,922.40	607,814.30	39,108.10
<b>2000 Totals</b>	<b>\$7,649,539.27</b>	<b>\$7,641,386.79</b>	<b>\$7,627,301.71</b>	<b>\$14,085.08</b>
<b>3000 Totals</b>	<b>\$4,511,147.20</b>	<b>\$4,506,021.31</b>	<b>\$4,054,093.91</b>	<b>\$451,927.40</b>
OBJ. 4300- Instr. Supplies	233,059.00	231,066.94	29,896.72	201,170.22
OBJ. 4500-Non- Instr. Supplies	370,979.00	388,384.07	468,970.10	(80,586.03)
OBJ. 4700-Food	3,720.00	5,638.79	3,728.84	1,909.95
<b>4000 Totals</b>	<b>\$607,758.00</b>	<b>\$625,089.80</b>	<b>\$502,595.66</b>	<b>\$122,494.14</b>
OBJ. 5100-Pers. Svcs. Contracts	2,045,076.00	2,131,602.31	2,244,546.77	(112,944.46)
OBJ. 5200-Travel & Conf.	134,691.00	146,283.11	134,163.94	12,119.17
OBJ. 5300-Dues & Memberships	168,576.00	168,738.00	174,414.42	(5,676.42)
OBJ. 5400-Insurance	351,099.00	351,099.00	433,207.88	(82,108.88)
OBJ. 5500-Utilities/Housekeeping	1,238,647.00	1,224,903.08	1,245,303.09	(20,400.01)
OBJ. 5600-Rents, Repairs	608,962.00	624,181.74	596,320.87	27,860.87
OBJ. 5700-Legal & Audit	117,400.00	121,400.00	89,008.27	32,391.73
OBJ. 5800-Other Services	440,596.00	355,733.83	323,013.30	32,720.53
<b>5000 Totals</b>	<b>\$5,105,047.00</b>	<b>\$5,123,941.07</b>	<b>\$5,239,978.54</b>	<b>(\$116,037.47)</b>
OBJ. 6200-Building Improvements	27,301.00	24,126.80	31,544.76	(7,417.96)
OBJ. 6300-Library Books	129,500.00	99,790.97	98,495.35	1,295.62
OBJ. 6400-Capital Equip.	27,255.00	50,463.47	56,787.69	(6,324.22)
<b>6000 Totals</b>	<b>\$184,056.00</b>	<b>\$174,381.24</b>	<b>\$186,827.80</b>	<b>(\$12,446.56)</b>
OBJ. 7300-Interf. Transfers-Out*	6,041,929.00	6,041,929.00	5,994,556.25	47,372.75
OBJ. 7600-Payments to Students	0.00	1,795.00	1,795.00	0.00
<b>7000 Totals</b>	<b>\$6,041,929.00</b>	<b>\$6,043,724.00</b>	<b>\$5,996,351.25</b>	<b>\$47,372.75</b>
<b>TOTALS, 1000-7000</b>	<b>\$38,143,001.99</b>	<b>\$38,143,002.48</b>	<b>\$37,839,634.38</b>	<b>\$303,368.10</b>
Year-end Transfers to Cap. Outlay*			967,502.00	(967,502.00)
Year-end Interf. Transfer to H&W Fund				0.00
<b>GRAND TOTALS AFTER TRANSFERS</b>	<b>\$38,143,001.99</b>	<b>\$38,143,002.48</b>	<b>\$38,807,136.38</b>	<b>(\$664,133.90)</b>
*Total of 7300 line and Year-end line equals total 7300's in books.				



<b><u>Unrest. GF- Revenue</u> by Main Object</b>	<b>Year-End Balance, 2012-13</b>			11/14/2013
<b>Budget Code</b>	<b>Approved</b>	<b>Working Budget</b>	<b>Revenue Received</b>	<b>Balance</b>
OBJ. 8100- Federal Revenues	10,700.00	10,700.00	3,040.78	7,659.22
OBJ. 8600- State Revenues	20,130,023.00	20,130,023.00	16,121,027.87	4,008,995.13
OBJ. 8800-Local Revenues	15,947,048.00	15,947,048.00	19,936,028.06	(3,988,980.06)
OBJ. 8900- Other Revenue	2,055,231.00	2,055,231.00	2,055,231.00	0.00
<b>8000 Totals</b>	<b>\$38,143,002.00</b>	<b>\$38,143,002.00</b>	<b>\$38,115,327.71</b>	<b>\$27,674.29</b>

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. C

Administrative Services  
College Area

### Proposal:

That the Governing Board approve the updated Facilities Master Budget as recommended by the district's Facilities Committee (see Attachment A).

### Background:

The district's Facilities Committee is a subcommittee of College Council. The committee's role is to provide input on the District's facility master plan relative to project scope and allocation of bond funds. The committee is recommending adjustments to the facility master plan budget to reflect updated projections based on recent bids, plan development, and recently completed work. At this point in time, the district has completed \$82.46M in projects, has \$59.54M in process or under construction, and has \$7.2M in planning or design.

The last time the board of trustees approved the Facility Master Plan budget was in November 2012. In the past twelve months, a number of new projects have been started including the Student Center, the Art Complex and the Pool.

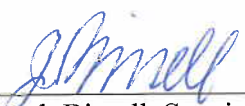
The facilities team continues to make significant progress in completing the facilities master plan. Staff has bid the Art Complex, Student Center, and Pool / Tennis court projects last spring with construction anticipated to begin in summer 2013. With the completion of the three projects mentioned above, the district's bond program will be approximately 95% complete with the two remaining projects being Parker Flats and the Music facility.

### Budgetary Implications:

The Facilities Master Plan budget has been updated to reflect changes in project scope and costs. The approved list of projects continues to remain within the \$149M bond program budget.

**Resolution: BE IT RESOLVED,** That the Governing Board approve the updated Facilities Master Budget as recommended by the district's Facilities Committee.

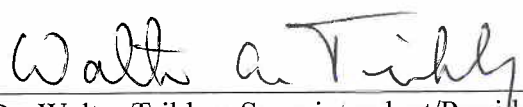
Recommended By: \_\_\_\_\_

  
Joseph Bissell, Special Assistant to the Superintendent/President

Prepared By: \_\_\_\_\_

  
Suzanne Ammons, Administrative Services

Agenda Approval: \_\_\_\_\_

  
Dr. Walter Tribley, Superintendent/President

## Recommended Budget 11/22/13

Projects		Board Approved	Forecasted	Variance
<b>In Process</b>				
1	Furniture & Equipment	\$5,685,000	\$5,685,000	\$0
2	Swing Space / Interim Housing	\$5,800,000	\$5,800,000	\$0
3	Infrastructure - Phase III / Miscellaneous	\$6,466,000	\$6,466,000	\$0
4	Human/Bus-Hum/Old StudntServ	\$3,296,000	\$3,296,000	\$0
5	Life Science / Physical Science	\$10,800,000	\$10,750,000	\$50,000
6	PE Phase II - Gym/Locker Room Renov.	\$4,010,000	\$3,830,000	\$180,000
7	Theater	\$10,500,000	\$10,400,000	\$100,000
8	Student Center Renovation	\$5,000,000	\$5,952,000	(\$952,000)
9	Pool Renovation	\$2,000,000	\$2,640,519	(\$640,519)
10	Art Studio/Art Ceramics/AD/IC/Drafting (total)	\$5,724,000	\$4,724,000	\$1,000,000
11	General Contingency	\$262,519	\$0	\$262,519
<b>Total in Process</b>		<b>\$59,543,519</b>	<b>\$59,543,519</b>	<b>\$0</b>
<b>Future Projects</b>				
12	PSTC Parker Flats	\$6,000,000	\$6,000,000	\$0
13	Music	\$1,200,000	\$1,200,000	\$0
<b>Total Future Projects</b>		<b>\$7,200,000</b>	<b>\$7,200,000</b>	<b>\$0</b>
<b>Total Completed Projects through 9/30/13</b>		<b>\$82,495,832</b>	<b>\$82,495,832</b>	<b>\$0</b>
<b>Total All Projects</b>		<b>\$149,239,351</b>	<b>\$149,239,351</b>	<b>\$0</b>

- 1 Furniture & Equipment - At this point in time, forecasted budget is within Board approved budget.
- 2 Swing Space - At this point in time, forecasted budget is within Board approved budget.
- 3 Infrastructure - As of 9/30/13 spent \$6,431,812. \$34, 188 remaining.
- 4 Human/Bus-Hum/Old StudntServ - State matching funds.
- 5 Life Science / Physical Science - Completed under budget.
- 6 PE Phase II - Completed under budget.
- 7 Theatre - Completed under budget.
- 8 Student Center - Bids over budget (used Contingency funds).
- 9 Pool - Over budget (used Contingency). Tennis Courts in bid but not being done.
- 10 Arts - Studio and Ceramics under construction.. Limited work on AD in future.
- 11 General Contingency - Used for balancing budgets that are bid under and over budget.
- 12 PSTC Parker Flats - Future.
- 13 Music - Very limited budget. Private donations and State funding could increase budget.

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. D

Administrative Services

College Area

### Proposal:

That the Governing Board authorize Joseph Bissell, Special Assistant to the Superintendent/President, to enter into a contract with Kitchell for Program Management Services for the period January 01, 2014 through August 31, 2014.

### Background:

The District currently contracts with Kitchell for Bond Program Management Services to assist with the overall management of the Facility Master Plan and Implementation Plan. The fees are based on hourly rates, and actual hours of work expended. The arrangement has worked well for both parties and a new continuation agreement is being recommended.


The new agreement covers the period from January 01, 2014 through August 31, 2014 and is based on hourly rates for actual hours of work expended. The not-to-exceed fee is \$ 97,500. Work during the period of the contract includes: completion of the physical master plan; completion of an implementation plan including interim housing, project schedules, and budgets; labor compliance and advice on best practices. Program Management Services include Construction Management Services for identified construction projects. Also included in the Program Management Services are smaller individualized construction management services that are not covered in the construction management PAAs such as construction management services for Infrastructure projects, parking lot renovations and swing space construction, etc.

### Budgetary Implications:

Expenses will be charged to bond funds.

☒ **RESOLUTION: BE IT RESOLVED,** That the Governing Board authorize Joseph Bissell, Special Assistant to the Superintendent/President, to enter into a contract with Kitchell for Program Management Services for the period January 01, 2014 through August 31, 2014.

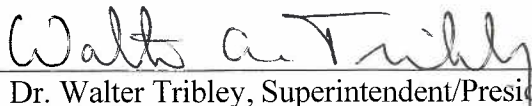
Recommended By: \_\_\_\_\_

  
Joseph Bissell, Special Assistant to the Superintendent/President

Prepared By: \_\_\_\_\_

  
Suzanne Ammons, Administrative Services

Agenda Approval: \_\_\_\_\_

  
Dr. Walter Tribley, Superintendent/President

**AGREEMENT BETWEEN**

**MONTEREY PENINSULA COLLEGE**

**AND**

**KITCHELL**

**FOR**

**PROGRAM MANAGEMENT SERVICES**

**January 1, 2014 – August 31, 2014**

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<b>ARTICLE II</b>	<b>TERMS AND CONDITIONS FOR PAYMENT</b>
<b>ARTICLE III</b>	<b>DISTRICT'S RESPONSIBILITIES</b>
<b>ARTICLE IV</b>	<b>ADDITIONAL SERVICES</b>
<b>ARTICLE V</b>	<b>STIPULATIONS</b>
<b>EXHIBITS</b>	<b>EXHIBIT A: HOURLY BILLING RATES</b>

## **MONTEREY PENINSULA COLLEGE & KITCHELL FOR PROGRAM MANAGEMENT SERVICES**

This Agreement between Monterey Peninsula College, hereinafter "District" and Kitchell CEM, herein "Program Manager" for continuing Program Management services is for project duration effective January 1, 2014 through August 31, 2014. This agreement can be extended at the written direction of the District, at which time the fee and hourly rates may be adjusted and/or renegotiated.

### **ARTICLE I - BASIC SERVICES**

Following is an approximation of the work to be done for the term of the agreement. It is important to note this agreement is based on time expended and at agreed upon hourly billing rates for work performed. All the tasks listed may not be undertaken and/or completed, dependent upon such conditions as District direction, governmental agencies timelines (i.e. California Environmental Quality Act – CEQA) and other unforeseen conditions.

Under the direction of the District Vice President for Administrative Services, the Program Manager shall take the leadership role in managing the overall construction program for District bond projects and provide the following program management services that may include:

#### **A. Master Budget**

Modify and update the master budget.

#### **B. Financial Process**

Provide continuing services in conjunction with the District's established overall fiscal transaction processing, integrate/incorporate fiscal processes with the District's existing fiscal services system and coordinate approval and tracking of vendor payments.

#### **C. Master Scheduling**

With the District's assistance, prepare and maintain an overall Bond Program master schedule of significant events including IPP and FPP processing, preliminary and working drawings, required agency approvals, and overall construction schedules. Prepare and maintain individual project schedules.

#### **D. Interim Housing ("Swing Space Plan")**

As necessary, modify the approved Swing Space Plan to provide Interim housing for staff and students while construction is undertaken on specific buildings.

#### **E. Meetings**

As requested, attend Board of Trustees, Citizen Bond Oversight Committee, and other campus meetings to inform on the progress and status of the program.

#### **F. Consultant Coordination and Monitoring**

Work with architects, construction managers, inspectors, contractors, etc. to develop and maintain schedules. Advise the District in determining the best firms to perform work. Assist and advise on the preparation of Requests for Qualifications (RFQ) and/or Requests for Proposals (RFP).

#### **G. Communications**

Provide Board updates and progress reports, community outreach, website updates, and other designated activities.

## **H. On-Going Consulting Tasks**

Assist in the development of standard contract documents; (General Conditions, Division 1). Provide consultation on best practices in the best interest of the District for activities associated with the program management plans and construction, assist in the development of standard campus consultant agreements, assist in providing "what if" analyses to assess the impact of proposed changes.

## **ARTICLE II - TERMS AND CONDITIONS FOR PAYMENT**

### **A. Program Management Fee**

For the work District shall pay Program Manager a not-to-exceed fee of **Ninety-Seven Thousand and Five Hundred Dollars (\$97,500)** based on expended hourly rates (refer to Exhibit A). The Program Manager will work diligently to perform the tasks as assigned within the not-to-exceed fee. However all tasks may not be completed and the Program Management Fee may need to be adjusted accordingly if the District wants any unfinished tasks completed. Refer to Paragraph B for Reimbursable Expenses, which are not included in the not-to-exceed fee noted in this paragraph.

The program duration is from **January 1, 2014 to August 31, 2014**. The duration may be extended at the written direction of the District, at which time the fee may be adjusted and/or re-negotiated.

### **B. Reimbursable Expenses**

Reimbursable expenses shall be billed at Program Manager's actual cost plus fifteen percent (15%) and shall only be paid based on documentation and supporting information. Allowable reimbursable expenses include, but are not limited to:

1. Communications (cellular phones are not reimbursable), office supplies, plans, prints, photographs, postal and delivery charges, proposals/presentations aids, office equipment (computers, copiers, fax machines, etc.) and furniture.
2. Expenses relating to web-based project management software and maintenance.
3. District authorized travel-outside the Monterey Bay region.
4. Consultants retained by the Program Manager on behalf of the District.

Records of the Program Manager's project expenses will be kept on a generally recognized accounting basis and shall be made available to District or authorized representative at mutually convenient times in the Program Manager's office, if requested.

District shall be credited with discounts, rebates, refunds, returned deposits, or other allowances credited to Program Manager incurred as part of the program.

Reimbursable expenses may not exceed **One Hundred Dollars (\$100)** without written prior approval by the District. Reimbursable expenses will be invoiced separately from the Program Management Fee.

### **C. Payments**

Program Manager shall submit billing invoices on a monthly basis to District reflecting Basic Services, authorized Additional Services, if any, and Reimbursable Expenses incurred or performed in the preceding month. Payment shall be made by the District within thirty (30) days of receipt of invoice. Payments due Program Manager under this Agreement shall bear interest at one and one-half percent (1.5%) per month commencing thirty (30) days after receipt of the invoice by District.

### **D. Suspension**

District may, without invalidating the Agreement, order suspension of services hereunder. If the project is suspended for ninety 90 days or more, the Program Manager shall be paid their compensation due for services



provided prior to the suspension plus actual, necessary, and reasonable expenses of demobilization. If the project is resumed, the Program Manager's compensation for Basic Services shall remain as set forth herein but shall be subject to renegotiation to reimburse the Program Manager for remobilization and other costs. Suspension expenses will include the reasonable cost of all necessary closeout activities, relocation of all on-site staff and equipment, plus compensation for any other costs incurred by Program Manager as a result of the suspension.

#### **E. Termination**

This Agreement may be terminated by either party upon sixty days advance written notice to the other party, should the other party fail to perform a material obligation hereunder in accordance with its terms through no fault of the other. In addition to the foregoing, District may terminate this Agreement upon written notice to Program Manager if: (a) Program Manager becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors; if Program Manager or a third party files a petition to reorganize debts or for protection under any bankruptcy or similar law; or if a trustee or receiver is appointed for Program Manager or any of Program Manager's property on account of Program Manager's insolvency; or (b) if Program Manager knowingly disregards applicable laws, ordinances, codes, rules, or regulations. If District terminates the Agreement pursuant to the foregoing, the amount due Program Manager, if any, shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior to the effective date of District's termination, reduced by the amount of losses, damages or other costs sustained by District or for which District is or may be liable or responsible as a result of Program Manager's default. Program Manager shall remain liable to District for all losses, damages, claims, and other costs arising out of, in whole or in part, District's termination of the Agreement pursuant to the foregoing.

If Program Manager shall terminate this Agreement for District's failure to perform a material obligation hereunder, upon termination, District shall pay Program Manager all amounts due for Basic Services, authorized Additional Services and proper Reimbursable Expenses incurred prior to the effective date of such termination. In addition, Program Manager shall be entitled to receive, as Termination Expenses, an amount not greater than ten percent (10%) of the then unpaid portion of the lump sum fee for Basic Services. The amount of Termination Expenses shall be subject to agreement between Program Manager and District, subject to the foregoing limitation.

District may terminate this Agreement for convenience upon sixty (60) days written notice to Program Manager in which case District shall pay the actual, necessary, and reasonable expenses incurred for demobilization.

#### **F. Notices**

Any notice provided herein shall be given in writing and by personal delivery or prepaid first class, registered or certified mail, addressed as follows:

District:	Monterey Peninsula College 980 Fremont Street Monterey, CA 93940
Attention:	Joe Bissell Vice President, Administrative Services
Program Manager:	Kitchell CEM 2750 Gateway Oaks Dr., #300 Sacramento, CA 95833
Attention:	Russell A. Fox President

### **ARTICLE III - DISTRICT'S RESPONSIBILITIES**

#### **A. Representative**

District designates the Vice President for Administrative Services or his designee as its representative who shall examine documents submitted by Program Manager and shall render decisions and information promptly. Program Manager may rely on the accuracy of information provided by District's representative and that decisions furnished by District's representative are binding on District.

#### **B. Budget**

The total program budget is now approximately \$145 million in local Bond funds and a potential augmentation of \$48 million of state funding, refinancing, redevelopment funds, grants and local/private funding equaling a total program budget of approximately \$193 million dollars as reported to the Board of Trustees in November 2012. This budget may be adjusted.

#### **C. Professional Services**

District shall furnish such legal, accounting, and insurance counseling services as required for the program.

#### **D. District's Insurance**

District shall file certificates of insurance with Program Manager which include the following:

1. District shall maintain general liability insurance to protect District from claims that may arise from operations under the Agreement.
2. District shall purchase and maintain machinery, equipment, or other special coverage insurance as may be required by the contract documents or by law.
3. Builder's Risk covering the full insurable value of construction.
4. District shall cause Program Manager to be covered and named as an additional insured, primary and non-contributory in any insurance coverage obtained by the District, architects, engineers, contractors, and other consultants.
5. District shall allow Program Manager to review evidence of insurance of the architects, engineers, contractor(s) and other consultants.

#### **E. Documents**

District shall give prompt written notice to Program Manager whenever it becomes aware of any fault in the project or nonconformance with the contract documents. Failure to do so shall not, however, relieve Program Manager of responsibility for any fault on its part.

#### **F. Office Space**

District may provide additional office space and furnishings for Program Manager's staff.

### **ARTICLE IV - ADDITIONAL BASIC SERVICES**

The following items are Additional Basic Services. If any of the following Additional Basic Services (or any other services not described in Article I) are authorized by the District, they shall be paid for by the District in accordance with the schedule attached hereto as **Exhibit A: Hourly Billing Rates** and incorporated herein by this reference

#### **A. Revisions**

Making major revisions in schedules, cost estimates, or repeating other Basic Services that are inconsistent with written approvals or instructions previously given by District. Revisions, whether of a major or minor nature, resulting from the acts or omissions of Program Manager shall not be deemed Additional Services.

#### **B. District's Construction**

Making detailed appraisals of existing facilities, making surveys or inventories required in connection with construction performed by District, not managed under this Agreement. Providing services to investigate or making measured drawings of existing conditions or facilities, or verifying the accuracy of drawings or other information furnished by District.

**C. Damage to the Work**

Providing services required in connection with the replacement of work damaged by fire or other cause during construction.

**D. Legal Assistance**

Preparing to serve or serving as an expert witness in connection with any public hearing, mediation, arbitration or legal proceeding in which District but not Program Manager is a party.

**E. Procurement/Installation of Equipment, Furnishings and Fixtures/Interior Design**

Providing services required for or connected with the specification, procurement, coordination and installation of laboratory, educational, medical or other equipment, furnishings, fixtures and District supplied items, or any services related to interior design in connection with the program.

**F. Maintenance Personnel**

Assist to obtain project maintenance personnel and to negotiate maintenance service contract.

**G. Coordination and Management of Facility Assessments**

Services or management of services related to investigations, appraisals or evaluations of existing conditions, facilities or equipment, or verification of the accuracy of existing drawings or other information furnished by the District. Provision of any estimating services associated with facility assessments.

**H. Partnering Program**

If approved by the District, provide an outside coordinator for a formal partnering program.

**I. Contractor or Consultant Default**

Services made necessary by the default of a Contractor or Consultant.

**ARTICLE V – STIPULATIONS**

**A. Fixed Limit of Cost**

Program Manager does not guarantee that bids will not vary from Program budget and estimates. Provided that Program Manager shall have faithfully and fully performed its obligations hereunder in accordance with the terms hereof and professional standards of care, Program Manager shall not be liable or responsible to District or any person for incidental or consequential damages of any nature resulting from any such variances.

**B. Exclusion of Responsibility for Design, Construction and Job Safety**

Program Manager shall provide the services under this Agreement in accordance with the express terms hereof, professional standards of care and applicable laws, regulations and rules. Services provided hereunder shall be provided or performed by Program Manager in a timely manner so as not to impede, hinder or delay the program. Except as expressly set forth herein, services provided hereunder shall not be deemed Program Manager's assumption of responsibility for the design documents, construction means or methods, construction site safety or the results of tests or inspections of independent testing laboratory(ies) or inspector(s).

**C. Location**

The laws in effect in the State of California shall govern this Agreement.

**D. Association**

Neither District nor Program Manager shall assign or transfer any right, obligation or other interest in this Agreement without the written consent of the other; however, Program Manager may associate with another party in the performance of its services. Program Manager's association with another party to perform the work will be at the approval of District.

**E. Extent**

This Agreement is for program management services and supersedes all prior representations or agreements for program management.

**F. Insurance**

Program Manager shall maintain the following insurance for the contract duration.

1. General Liability Insurance with a limit of \$1,000,000 for each occurrence and \$1,000,000 in aggregate.
2. Automobile Insurance with a bodily injury limit of \$1,000,000 each person and \$1,000,000 each occurrence and a property damage limit of \$1,000,000 each occurrence.
3. Workers Compensation Insurance, in accordance with statutory requirements.
4. Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

Insurance required of Program Manager hereunder shall be obtained from carrier(s) acceptable to District and authorized to conduct business as an insurer in the State of California. All policies of insurance shall include provisions that coverage's there under shall not be modified or canceled without at least thirty (30) days advance written notice to District. If Program Manager shall fail to obtain insurance required hereunder, District may, but is not obligated to, obtain such insurance and deduct the costs thereof, including District's administrative costs from the lump sum fee for Basic Services.

**G. Indemnification**

Program Manager shall defend, indemnify and hold harmless District and its Board of Trustees, officers, employees, and agents from and against all claims, losses, demands or liabilities arising out of Program Manager's breach of this Agreement or the negligent or willful acts, omissions or other conduct of Program Manager arising out of Program Manager's breach in performing the scope of services under this Agreement.

District shall defend, indemnify and hold harmless Program Manager and its Board of Directors, officers, employees, and agents from and against all claims, losses, demands or liabilities arising out of District's breach of this Agreement or the negligent or willful acts, omissions or other conduct of District in performing under this Agreement. District shall require the contractors and subcontractors to list Program Manager as additional insured.

**H. Amendments**

A written instrument, signed by both District and Program Manager, may only modify this Agreement. Oral understandings or other agreements not incorporated herein shall not be binding upon either District or Program Manager.

**I. Disputes**

All claims, disputes and other matters in controversy between the Program Manager and the District arising out of or pertaining to this Agreement shall be resolved pursuant to the requirements of Public Contract Code section 20104 *et seq.* no matter the amount of such dispute. District may require the Program Manager to resolve any disputes between the Parties in conjunction with related disputes between the District and the Contractor.

**J. Miscellaneous**

1. Successors and Assigns. Except as limited by the express terms hereof, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Program Manager and District.
2. Cumulative Rights and Remedies. Rights and remedies provided for herein are in addition to and not in lieu of any provided for at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy hereunder.
3. Definitions. Capitalized terms used herein shall be as defined below or elsewhere in this Agreement.
  - a. Architect. The individual or firm retained by District duly licensed as an architect under the laws of the State of California for the purpose of preparing design documents for any of the projects or portions thereof.
  - b. Design Professional. The individual or firm retained by District for the purposes of preparing design documents for the projects or any portion thereof. Design professional may be an architect or engineer duly registered under the laws of the State of California.
  - c. Contractor. Any contractor under contract to District for performing a part of the construction of work on the District's campus.
  - d. Contract. The contract entered into between District and any contractor or consultant.
  - e. Gender and Number. Whenever a defined capitalized term is used herein, it shall be deemed to refer to the singular or plural and the neutral, masculine or feminine gender as necessary and required by the context in which such capitalized term is utilized.
  - f. Program Manager. The entity (Program Manager) performing the scope of services defined in this agreement as an agent and advisor to the District.
4. No Third Party Beneficiaries. It is expressly understood and agreed that all services rendered by Program Manager under this Agreement are performed solely for the benefit of District. There are no third party beneficiaries of this Agreement and District or Program Manager hereby expressly disclaims any intention under this Agreement to affect or benefit any Architect, Design Professional and/or Contractor.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective on the date first above written.

Date \_\_\_\_\_

\_\_\_\_\_  
Joe Bissell  
Vice President, Administrative Services  
Monterey Peninsula Community College District

Date \_\_\_\_\_

\_\_\_\_\_  
Russell A. Fox  
President  
Kitchell CEM

## EXHIBIT A: HOURLY BILLING RATES

Program Manager	\$ 165 / hour
Senior Project Manager	\$ 154 / hour
Project Manager	\$ 142 / hour
Engineering Manager	\$ 142 / hour
Estimating Manager	\$ 142 / hour
Licensed Engineer/Architect	\$ 118 / hour
Senior Project Engineer	\$ 106 / hour
Estimator	\$ 100 / hour
Scheduler	\$ 100 / hour
Project Engineer	\$ 98 / hour
Financial Accounting Manager	\$ 95 / hour
Administrative Assistant	\$ 65 / hour

*Rates shall be escalated annually according to the Consumer Price Index (CPI) as published in the U.S. Bureau of Labor's Statistics Data for the Monterey Bay region.*

*Insurance rates are based on current policy period and shall be adjusted up or down as required at the anniversary of every renewal over the life of the contract.*

*Currently anticipated staff assigned to the program, their positions and titles, are as follows. This list is provided for information only, and is not necessarily the staff assigned to the program or their title for the entire program duration nor is it a complete list of the staff who may be involved and assist with the program management:*

Program Manager	Joe Demko
Senior Project Manager	Michael Carson
Project Manager	Dustin Conner
Administrative Assistant	Carol Granas

# Monterey Peninsula Community College District Governing Board Agenda

December 11, 2013

Board Meeting Date

New Business Agenda Item No. E

Administrative Services

College Area

## Proposal:

That the Governing Board authorize the District to Spend funds Received in 2012-2013 from the Education Protection Account (EPA) in Accordance with Article XIII, Section 36 of the California Constitution.

## Background:

Proposition 30, The Schools and Local Public Safety Protection Act of 2012 passed in November 2012. Proposition 30 temporarily raises the sales tax rate for all taxpayers for four years and raises the personal income tax rates for upper-income taxpayers for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have sole authority to determine how these monies received from EPA are spent, provided the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually on its Internet website an accounting of how much money was received from the EPA and how that money was spent as well as record the EPA expenditures annually on the CCFS-311. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law.

Revenue from EPA funds is unrestricted and should be recorded in object code 8630. The Act specifically prohibits the expenditure of EPA funds for administrative salaries and benefits or any other administrative costs.

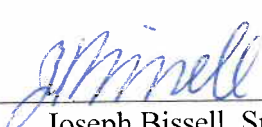
## Budgetary Implications:

The costs for the District's EPA compliance efforts will be covered within existing budget.

## ☐ Information Only

☒ **Resolution:** **BE IT RESOLVED,** That the Governing Board approve the spending of 2012-2013 Prop 30 EPA funds to pay for instructional salaries coded with activity code 0100-5900.

Recommended By: \_\_\_\_\_

  
Joseph Bissell, Special Assistant to the Superintendent/President

Prepared By: Rosemary Barrios  
Rosemary Barrios, Controller

Agenda Approval: Walt a. Tribby  
Dr. Walter Tribbley, Superintendent/President



# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

Board Meeting Date

New Business Agenda Item No. F

President's Office  
College Area

### **Proposal:**

That the Governing Board authorize the Superintendent/President to accept the Quitclaim Deed, and the terms, covenants, exclusions and reservations, and restrictions therein, for a portion of parcel E19a.5 (Parcel Q) at the former Fort Ord, granted from the Fort Ord Reuse Authority.

### **Background:**

For 20 years prior to the closure of Fort Ord in 1993, the College operated the MPC at Fort Ord program for military personnel, their dependents, and area residents. In November 1992 the Governing Board authorized the College to apply to the U.S. Department of Education for the transfer of surplus real property at Fort Ord. The College submitted an application for several parcels of land in January 1993 to be used for a satellite campus center and a public safety officer training facility, and the Department of Education approved the application in May, 1993. Subsequently, in December 1993, the Department of the Army approved the transfer of the property to the College as a public benefit conveyance at no cost.

The property identified for the public safety officer training facility was located at the East Garrison on the former Fort Ord. Monterey County was also interested in the same parcels for residential development, resulting in a land use conflict that was finally resolved in the Agreement Regarding Public Safety Officer Training Facilities, first approved in 2002 and updated in October 2003, between the College, the County, and the Fort Ord Reuse Authority (FORA). This land swap agreement specified sites at Parker Flats for the Emergency Vehicle Operations Course (EVOC) and firefighter training area (parcel E19a.5), and the MOUT facility for specialized scenario training and firing ranges. These parcels would be transferred through the economic development conveyance process under FORA per a 2000 Memorandum of Agreement with the U.S. Army facilitating transfer of land on the former Fort Ord for economic development.

Since 2007, FORA has been conducting munitions cleanup on 3,500 acres at the former Fort Ord to prepare the property for early transfer, including the College's parcels in Parker Flats and the MOUT facility. On March 19, 2009, the U.S. Army transferred ownership of these parcels to FORA. The specified cleanup process for most of parcel E19a.5 was recently completed and the property cleared for transfer by the Environmental Protection Agency and the California Department of Toxic Substances Control. FORA has executed a Quitclaim Deed to the College with deed restrictions and covenants.

The Quitclaim Deed has been reviewed by special counsel, Brian Finegan. Mr. Finegan will be present at the meeting to provide his analysis of the terms and conditions contained within the deed.

### **Budgetary Implications:**

Under the economic development conveyance, this parcel is transferred to the College at no cost. There will be costs for property management, construction, insurance, and operation of the public safety training center. It is projected that these costs will be covered by a combination of funding from the

College's bond measure, state capital outlay appropriations, supplemental funding, and community college apportionment generated by training center.

☐ **Information Only**

☒ **Resolution:** **BE IT RESOLVED, That** the Superintendent/President be authorized to accept the Quitclaim Deed, and the terms, covenants, exclusions and reservations, and restrictions therein, for a portion of parcel E19a.5 (Parcel Q) at the former Fort Ord, granted from the Fort Ord Reuse Authority.

**Recommended By:** Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

**Prepared By:** Vicki Nakamura  
Vicki Nakamura, Assistant to the President

**Agenda Approval:** Walter A. Tribley  
Dr. Walter Tribley, Superintendent/President

/c:/mydoc/board/Fort Ord parcel E19a.5 accept.doc

**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**Recording requested by and  
when recorded mail to:**

Fort Ord Reuse Authority  
920 2<sup>nd</sup> Avenue  
Suite A  
Marina, CA 93933

Space Above This Line Reserved for Recorder's Use

Documentary Transfer Tax \$0-government agency, exempt from DTT

\_\_\_\_ Computed on full value of property conveyed

\_\_\_\_ Computed on full value less liens and encumbrances  
remaining at time of sale

**QUITCLAIM DEED FOR (Portion of Parcel E19a.5, Parcel Q, in Monterey County)**

**THIS QUITCLAIM DEED** ("Deed") is made as of the 16 day of September, 2013, among the **FORT ORD REUSE AUTHORITY (the "Grantor")**, created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, and recognized as the Local Redevelopment Authority for the former Fort Ord, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense, and **MONTEREY PENNISULA COLLEGE (the "Grantee")**.

**WHEREAS**, The United States of America ("Government") was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Fort Ord, Monterey County, California, which was utilized as a military installation;

**WHEREAS**, The military installation at Fort Ord was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510; 10 U.S.C. § 2687 note);

**WHEREAS**, the **Grantor** and the Government entered into the *Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the*

**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY PENNISULA COLLEGE**

1 *Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of*  
2 *Portions of the former Fort Ord, California, dated the 20th day of June 2000, as amended*  
3 *("MOA"), which sets forth the specific terms and conditions of the sale of portions of the former*  
4 *Fort Ord located in Monterey County, California;*  
5

6 **WHEREAS**, pursuant to the MOA, the Government conveyed to **Grantor** certain former  
7 Fort Ord property within Monterey County known as Parcels E19a.5, E21b.3, E38, E39, E40, E41,  
8 E42, F1.7.2, and L23.2 by quitclaim deed dated March 19, 2009, and recorded in the County of  
9 Monterey, California on May 8, 2009, Series Number 2009028274 ("Government Deed").  
10

11 **WHEREAS**, the Government Deed was subsequently amended by deed amendment dated  
12 April 8, 2010, and recorded in the County of Monterey, California on May 17, 2010, Series Number  
13 2010027226 ("Deed Amendment No. 1"), which terminated and removed the Access Restriction  
14 included in the Government Deed for Parcel E19a.5, and added certain covenants pursuant to  
15 section 120(h)(3)(C)(iii) of the Comprehensive Environmental Response, Compensation, and  
16 Liability Act of 1980, as amend ("CERCLA").  
17

18 **WHEREAS**, the **Grantor** and the County of Monterey ("County") have entered into the  
19 Implementation Agreement dated May 8, 2001 and recorded in the Office of the Monterey County  
20 Recorder as Document: 2001088380 ("Implementation Agreement"), which sets forth the specific  
21 terms and conditions upon which the **Grantor** agreed to convey and the County agreed to accept  
22 title to certain former Fort Ord property.  
23

24 **WHEREAS**, **Grantor** has surveyed and designated a portion of Parcel E19a.5 as Parcel Q  
25 ("Parcel Q").  
26  
27

28 **WITNESSETH**  
29

30 I. The **Grantor**, for and in consideration of the sum of one dollar (\$1.00) plus other  
31 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
32 releases and quitclaims to the **Grantee**, its successors and assigns forever, all such interest, right,  
33 title, and claim as the **Grantor** has in and to Parcel Q, more particularly described in Exhibit  
34 "A," attached hereto and made a part hereof ("Property") and including the following:  
35

36 A. All buildings, facilities, roadways, and other improvements, including the storm  
37 drainage systems and the telephone system infrastructure, and any other  
38 improvements thereon,  
39

40 B. All appurtenant easements and other rights appurtenant thereto, permits, licenses,  
41 and privileges not otherwise excluded herein, and



**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY PENINSULA COLLEGE**

C. All hereditaments and tenements therein and reversions, remainders, issues, profits, privileges and other rights belonging or related thereto.

**Grantee** covenants for itself, its successors, and assigns and every successor in interest to the Property, or any part thereof, that **Grantee** and such successors and assigns shall comply with all provisions of the Implementation Agreement as if the **Grantee** were the referenced Jurisdiction under the Implementation Agreement and specifically agrees to comply with the Deed Restrictions and Covenants set forth in Exhibit F of the Implementation Agreement as if such Deed Restrictions and Covenants were separately recorded prior to the recordation of this Deed.

The Government Deed conveying the Property to the **Grantor** and Deed Amendment No. 1 were recorded prior to the recordation of this Deed. In its transfer of the Property to the **Grantor** and the subsequent amendment of the Government Deed, the Government provided certain information regarding the environmental condition of the Property and other property conveyed under the Government Deed including without limitation the Finding of Suitability for Early Transfer, Former Fort Ord, California, Environmental Services Cooperative Agreement (ESCA) Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) (FOSET 5) (September 2007) ("FOSET 5"), an environmental baseline survey (EBS) known as the Community Environmental Response Facilitation Act report, which is referenced in FOSET 5, and the Final Remedial Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance Plan, Parker Flats Munitions Response Area Phase I, Former Fort Ord Monterey County, California, ("RD/RA LUCI O&M Plan, Parker Flats MRA Phase I"). The **Grantor** has no knowledge regarding the accuracy or adequacy of such information. FOSET 5 sets forth the basis for the Government's determination that the Property is suitable for transfer. The Grantee is hereby made aware of the notifications contained in the EBS, FOSET 5, and RD/RA LUCI O&M Plan, Parker Flats MRA Phase I.

The italicized information below is copied verbatim (except as discussed below) from the Government Deed conveying the Property to the **Grantor**. The **Grantee** hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the **Grantor** under the terms of the aforesaid Government Deed as amended by Deed Amendment No. 1 (including the Environmental Protection Provisions at Exhibit "D" to the Government Deed) which are attached hereto and made a part hereof as Exhibit "B" to this Deed, and Deed Amendment No. 1 which is attached hereto and made a part hereof as Exhibit "C" to this Deed, and **Grantor** grants to **Grantee** all benefits with regard to the Property under the terms of the aforesaid Government Deed as amended. Within the italicized information only, the term "**Grantor**" shall mean the Government, and the term "**Grantee**" shall mean the Fort Ord Reuse Authority ("FORA"); to avoid confusion, the words "the Government" have been added in parenthesis after the word "**Grantor**", and "FORA" has been added in parenthesis after the word "**Grantee**".

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**II. EXCLUSIONS AND RESERVATIONS**

*This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS**:*

*1. The Property is taken by the Grantee ("FORA") subject to any and all valid and existing recorded outstanding liens, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record; and any unrecorded easements and any other encumbrances made for the limited purpose of roads, streets, utility systems, and pipelines set forth in Exhibit G.*

*2. The reserved rights and easements set forth in this section are subject to the following terms and conditions:*

*A. The Grantee ("FORA") is to comply with all applicable Federal law and lawful existing regulations;*

*B. The Grantor ("the Government") is to allow the occupancy and use by the Grantee ("FORA"), its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the Grantor ("the Government"), so long as such occupancy and use does not compromise the ability of the Grantor ("the Government") to use the easements for their intended purposes, as set forth herein;*

*C. The easements previously granted or granted herein shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*

*D. Any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;*

*E. Unless otherwise provided, no interest reserved shall give the Grantor ("the Government") any right to remove any material, earth, or stone for*

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1        *consideration or other purpose except as necessary in exercising its rights*  
2        *hereunder; and*

3  
4        *F. The Grantor ("the Government") is to restore the area of any*  
5        *easement or right of access so far as it is reasonably possible to do so upon*  
6        *abandonment or release of any easement as provided herein, unless this*  
7        *requirement is waived in writing by the then owner of the Property.*

8  
9        *3. Grantor ("the Government") reserves mineral rights that Grantor*  
10       *("the Government") owns with the right of surface entry in a manner that does*  
11       *not unreasonably interfere with Grantee's ("FORA") development and quiet*  
12       *enjoyment of the Property.*

13  
14       ***TO HAVE AND TO HOLD*** *the Property granted herein to the GRANTEE*  
15       *("FORA") and its successors and assigns, together with all and singular the*  
16       *appurtenances thereunto belonging or in anywise appertaining, and all the estate,*  
17       *right, title, interest, or claim whatsoever of the GRANTOR ("The Government"),*  
18       *either in law or in equity and subject to the terms, reservations, restrictions,*  
19       *covenants, and conditions set forth in this Deed.*

20  
21       ***III. CERCLA NOTICE, ASSURANCES, WARRANTY, AND ACCESS PROVISIONS***

22  
23       ***1. CERCLA NOTICE***

24  
25       *For the Property, the Grantor ("the Government") provides the following*  
26       *notice and description:*

27  
28       *A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive*  
29       *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*  
30       *9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity,*  
31       *and location of hazardous substances and the time at which such substances were*  
32       *stored, released, or disposed of, as defined in section 120(h), is provided in*  
33       *Exhibit B, attached hereto and made a part hereof. Additional information*  
34       *regarding the storage, release, and disposal of hazardous substances on the*  
35       *Property has been provided to the Grantee ("FORA") in the Finding of*  
36       *Suitability for Early Transfer (FOSET) and the documents referenced therein,*  
37       *receipt of which the Grantee ("FORA") hereby acknowledges.*

38  
39       *B. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive*  
40       *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*  
41       *9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the*



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Property is provided in Exhibit C, attached hereto and made a part hereof. Additional information regarding the remedial action taken, if any, has been provided to the Grantee ("FORA") in the Finding of Suitability for Early Transfer (FOSET) and the documents referenced therein, receipt of which the Grantee ("FORA") hereby acknowledges.

**2. CERCLA RESPONSE ACTION ASSURANCES**

For the Property, the Grantor ("the Government") provides the following description and assurances:

A. Pursuant to section 120(h)(3)(C)(ii)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(C)(ii)(I) and (II)), the Environmental Protection Provisions located at Exhibit D, attached hereto and made a part hereof, provide the conditions, restrictions, and notifications necessary to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at the former Fort Ord.

B. Pursuant to section 120(h)(3)(C)(ii)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(C)(ii)(III)), all corrective, remedial, or response actions necessary to protect human health and the environment will be taken with respect to any hazardous substance remaining on the Property as a result of storage, release, or disposal prior to the date of transfer, in accordance with the compliance schedule. The schedule will be developed in cooperation with the U.S. Environmental Protection Agency and the State of California. The schedules may be changed as provided by the Fort Ord Federal Facility Agreement (FFA), as amended, and the Administrative Order on Consent (AOC).

C. Any corrective, remedial, or response action found to be necessary after the date of transfer shall be conducted by the Grantor ("the Government"), except those actions conducted by the Grantee ("FORA") on behalf of the Grantor ("the Government"). This warranty shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee ("FORA") shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the Property on the date of this instrument. Further, the Grantor ("the Government") shall not be relieved of any obligation under CERCLA to perform any remedial action found to be necessary after the date of this Deed with regard to any hazardous



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1 *substances remaining on the Property as of the date of this Deed if the Grantee*  
2 *("FORA") is subsequently determined to be a potentially responsible party with*  
3 *respect to hazardous substances placed on the Property after the date of this*  
4 *Deed.*

5  
6 *D. Pursuant to section 120(h)(3)(C)(ii)(IV) of the Comprehensive*  
7 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.*  
8 *§9620(h)(3)(C)(ii)(IV), the Grantor ("the Government") has submitted and will*  
9 *continue to submit through its established budget channels to the Director of the*  
10 *Office of Management and Budget a request for funds that adequately addresses*  
11 *schedules for investigation and completion of all response actions required.*  
12 *Expenditure of any federal funds for such investigations or response actions is*  
13 *subject to Congressional authorization and appropriation of funds for that*  
14 *purpose. The Grantor ("the Government") will submit its funding request for the*  
15 *projects needed to meet the schedule of necessary response actions.*

16  
17 **3. RIGHT OF ACCESS**

18  
19 *A. Pursuant to section 120(h)(3)(A)(iii) of the Comprehensive*  
20 *Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §*  
21 *9620(h)(3)(A)(iii)), the United States retains and reserves a perpetual and*  
22 *assignable easement and right of access on, over, and through the Property, to*  
23 *enter upon the Property in any case in which a remedial or corrective action is*  
24 *found to be necessary on the part of the United States, without regard to whether*  
25 *such remedial action or corrective action is on the Property or on adjoining or*  
26 *nearby lands. Such easement and right of access includes, without limitation, the*  
27 *right to perform any environmental investigation, survey, monitoring, sampling,*  
28 *testing, drilling, boring, coring, test-pitting, installing monitoring or pumping*  
29 *wells or other treatment facilities, response action, corrective action, or any other*  
30 *action necessary for the United States to meet its responsibilities under applicable*  
31 *laws and as provided for in this instrument. Such easement and right of access*  
32 *shall be binding on the Grantee ("FORA"), its successors and assigns, and shall*  
33 *run with the land.*

34  
35 *B. In exercising such easement and right of access, the United States shall*  
36 *provide the Grantee ("FORA") or its successors or assigns, as the case may be,*  
37 *with reasonable notice of its intent to enter upon the Property and exercise its*  
38 *rights under this covenant, which notice may be severely curtailed or even*  
39 *eliminated in emergency situations. The United States shall use reasonable*  
40 *means, but without significant additional costs to the United States, to avoid and*  
41 *to minimize interference with the Grantee's ("FORA") and the Grantee's*

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1        (“FORA”) successors’ and assigns’ quiet enjoyment of the Property. At the  
2        completion of work, the work site shall be reasonably restored. Such easement  
3        and right of access includes the right to obtain and use utility services, including  
4        water, gas, electricity, sewer, and communications services available on the  
5        Property at a reasonable charge to the United States. Excluding the reasonable  
6        charges for such utility services, no fee, charge, or compensation will be due the  
7        Grantee (“FORA”) nor its successors and assigns, for the exercise of the  
8        easement and right of access hereby retained and reserved by the United States.  
9

10        C. In exercising such easement and right of access, neither the Grantee  
11        (“FORA”) nor its successors and assigns, as the case may be, shall have any  
12        claim at law or equity against the United States or any officer or employee of the  
13        United States based on actions taken by the United States or its officers,  
14        employees, agents, contractors of any tier, or servants pursuant to and in  
15        accordance with this clause: Provided, however, that nothing in this paragraph  
16        shall be considered as a waiver by the Grantee (“FORA”) and its successors and  
17        assigns of any remedy available to them under the Federal Tort Claims Act. In  
18        addition, the Grantee (“FORA”), its successors and assigns, shall not interfere  
19        with any response action or corrective action conducted by the Grantor (“the  
20        Government”) on the Property.  
21

22        **IV. “AS IS”**  
23

24        A. The Grantee (“FORA”) acknowledges that it has inspected or has  
25        had the opportunity to inspect the Property and accepts the condition and state of  
26        repair of the subject Property. Except as otherwise provided herein, the Grantee  
27        (“FORA”) understands and agrees that the Property and any part thereof is  
28        offered “AS IS” without any representation, warranty, or guaranty by the  
29        Grantor (“the Government”) as to quantity, quality, title, character, condition,  
30        size, or kind, or that the same is in condition or fit to be used for the purpose(s)  
31        intended by the Grantee (“FORA”), and no claim for allowance or deduction  
32        upon such grounds will be considered.  
33

34        B. No warranties either express or implied are given with regard to the  
35        condition of the Property, including, without limitation, whether the Property  
36        does or does not contain asbestos or lead-based paint. The Grantee (“FORA”)   
37        shall be deemed to have relied solely on its own judgment in assessing the overall  
38        condition of all or any portion of the Property, including, without limitation, any  
39        asbestos or lead-based paint. The failure of the Grantee (“FORA”) to inspect or  
40        to exercise due diligence to be fully informed as to the condition of all or any

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1 *portion of the Property offered will not constitute grounds for any claim or*  
2 *demand against the United States.*

3  
4 C. *Nothing in this "As Is" provision will be construed to modify or*  
5 *negate the Grantor's ("the Government") obligation under law.*  
6

7 **V. HOLD HARMLESS**  
8

9 A. *To the extent authorized by law, the Grantee ("FORA"), its successors*  
10 *and assigns, covenant and agree to indemnify and hold harmless the Grantor*  
11 *("the Government"), its officers, agents, and employees from (1) any and all*  
12 *claims, damages, judgments, losses, and costs, including fines and penalties,*  
13 *arising out of the violation of the **NOTICES, USE RESTRICTIONS, AND***  
14 ***RESTRICTIVE COVENANTS** in this Deed by the Grantee ("FORA"), its*  
15 *successors and assigns, and (2) any and all claims, damages, and judgments*  
16 *arising out of, or in any manner predicated upon, exposure to asbestos or lead-*  
17 *based paint on any portion of the Property after the date of conveyance.*  
18

19 B. *The Grantee ("FORA"), its successors and assigns, covenant and*  
20 *agree that the Grantor ("the Government") shall not be responsible for any costs*  
21 *associated with modification or termination of the **NOTICES, USE***  
22 ***RESTRICTIONS, AND RESTRICTIVE COVENANTS** in this Deed, including*  
23 *without limitation, any costs associated with additional investigation or*  
24 *remediation of asbestos, lead-based paint, or other condition on any portion of*  
25 *the Property.*  
26

27 C. *Nothing in this Hold Harmless provision will be construed to*  
28 *modify or negate the Grantor's ("the Government") obligation under law.*  
29

30 **VI. POST-TRANSFER DISCOVERY OF CONTAMINATION**  
31

32 *Grantee ("FORA"), its successors and assigns, as consideration for the*  
33 *conveyance of the Property, agree to release Grantor ("the Government") from*  
34 *any liability or responsibility for any claims arising solely out of the release of*  
35 *any hazardous substance or petroleum product on the Property occurring after*  
36 *the date of the delivery and acceptance of this Deed, where such substance or*  
37 *product was placed on the Property by the Grantee ("FORA"), or its successors,*  
38 *assigns, employees, invitees, agents or contractors, after the conveyance. This*  
39 *paragraph shall not affect the Grantor's ("the Government") responsibilities to*  
40 *conduct response actions or corrective actions that are required by applicable*



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1 *laws, rules and regulations, or the Grantor's ("the Government") indemnification*  
2 *obligations under applicable laws.*

3  
4 **VII. ENVIRONMENTAL PROTECTION PROVISIONS**

5  
6 *The Environmental Protection Provisions are at Exhibit D, which is attached*  
7 *hereto and made a part hereof. These provisions are intended to ensure*  
8 *protection of human health and the environment and to preclude any interference*  
9 *with ongoing or completed remediation activities at the former Fort Ord. The*  
10 *Grantee ("FORA") shall not transfer or lease the Property or any portion*  
11 *thereof, or grant any interest, privilege, or license whatsoever in connection with*  
12 *the Property, or any portion thereof, without the inclusion of the Environmental*  
13 *Protection Provisions contained herein to the extent applicable to the Property or*  
14 *a portion thereof, and shall require the inclusion of applicable Environmental*  
15 *Protection Provisions in all further deeds, easements, transfers, leases, or grant*  
16 *of any interest, privilege, or license concerning the Property or the applicable*  
17 *portion thereof.*

18  
19 **VIII. AIR NAVIGATION RESERVATION AND RESTRICTIONS**

20  
21 *The Monterey Peninsula Airport and the former Fritzsche Army Airfield,*  
22 *now known as the Marina Municipal Airport, are in close proximity to the*  
23 *Property. Accordingly, in coordination with the Federal Aviation Administration,*  
24 *the Grantee ("FORA") covenants and agrees, on behalf of itself, its successors*  
25 *and assigns and every successor in interest to the Property herein described, or*  
26 *any part thereof, that there will be no construction or alteration unless a*  
27 *determination of no hazard to air navigation is issued by the Federal Aviation*  
28 *Administration in accordance with Title 14, Code of Federal Regulations, Part*  
29 *77, entitled, "Objects Affecting Navigable Airspace," or under the authority of*  
30 *the Federal Aviation Act of 1958, as amended.*

31  
32 **IX. ENFORCEMENT AND NOTICE REQUIREMENT**

33  
34 *A. The provisions of this Deed benefit the governments of the United*  
35 *States of America, the State of California, acting on behalf of the public in*  
36 *general, the local governments, and the lands retained by the Grantor ("the*  
37 *Government") and, therefore, are enforceable, by resort to specific performance*  
38 *or legal process by the United States, the State of California, the local*  
39 *governments, and by the Grantor ("the Government"), and its successors and*  
40 *assigns. Enforcement of this Deed shall be at the discretion of the parties entitled*  
41 *to enforcement hereof, and any forbearance, delay or omission to exercise their*

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1 *rights under this Deed in the event of a breach of any term of this Deed, shall not*  
2 *be deemed to be a waiver by any such party of such term or of any subsequent*  
3 *breach of the same or any other terms, or of any of the rights of said parties under*  
4 *this Deed. All remedies available hereunder shall be in addition to any and all*  
5 *other remedies at law or in equity, including CERCLA. The enforcement rights*  
6 *set forth in this Deed against the Grantee ("FORA"), or its successors and*  
7 *assigns, shall only apply with respect to the Property conveyed herein and held by*  
8 *such Grantee ("FORA"), its successors or assigns, and only with respect to*  
9 *matters occurring during the period of time such Grantee ("FORA"), its*  
10 *successors or assigns, owned or occupied such Property or any portion thereof.*

11  
12 **X. NOTICE OF NON-DISCRIMINATION**

13  
14 *With respect to activities related to the Property, the Grantee ("FORA")*  
15 *covenants for itself, its successors and assigns, that the Grantee ("FORA"), and*  
16 *such successors and assigns, shall not discriminate upon the basis of race, color,*  
17 *religion, sex, age, handicap, or national origin in the use, occupancy, sale or*  
18 *lease of the Property, or in their employment practices conducted thereon in*  
19 *violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended*  
20 *(42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and*  
21 *the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794). This covenant*  
22 *shall not apply, however, to the lease or rental of a room or rooms within a family*  
23 *dwelling unit; nor shall it apply with respect to religion to premises used*  
24 *primarily for religious purposes. The Grantor ("the Government") shall be*  
25 *deemed a beneficiary of this covenant without regard to whether it remains the*  
26 *owner of any land or interest therein in the locality of the Property hereby*  
27 *conveyed, and shall have the sole right to enforce this covenant in any court of*  
28 *competent jurisdiction.*

29  
30 **XI. ANTI-DEFICIENCY ACT STATEMENT**

31  
32 *The Grantor's ("the Government") obligation to pay or reimburse any*  
33 *money under this Deed is subject to the availability of appropriated funds to the*  
34 *Department of the Army, and nothing in this Deed shall be interpreted to require*  
35 *obligations or payments by the Grantor ("the Government") in violation of the*  
36 *Anti-Deficiency Act (Public Law 97-258, 31 U.S.C. § 1341).*

37  
38  
39 *The responsibilities and obligations placed upon, and the benefits provided to, the*  
40 **Grantor** *by the Government shall run with the land and be binding on and inure to the benefit of*  
41 *all subsequent owners of the Property unless or until such responsibilities, obligations, or*

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benefits are released pursuant to the provisions set forth in the MOA and the Government Deed. **Grantee** and its successors and assigns, respectively, shall not be liable for any breach of such responsibilities and obligations with regard to the Property arising from any matters or events occurring after transfer of ownership of the Property by **Grantee** or its successors and assigns, respectively; provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such responsibilities and obligations to the extent caused by the fault or negligence of such party.

**General Provisions:**

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. Captions. The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. Right to Perform. Any right which is exercisable by the **Grantee**, and its successors and assigns, to perform under this Deed may also be performed, in the event of non-performance by the **Grantee**, or its successors and assigns, by a lender of the **Grantee** and its successors and assigns.

**Other Conditions**

Should the Property be considered for the proposed acquisition and construction of school properties utilizing State funding, at any time in the future, a separate environmental review process in compliance with the California Education Code Section 17210 *et seq.*, will need to be conducted and approved by DTSC.

**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY  
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1           The conditions, restrictions, and covenants set forth in this Deed are a binding servitude  
2 on the herein conveyed Property and will be deemed to run with the land in perpetuity.  
3 Restrictions, stipulations and covenants contained herein will be inserted by the **Grantee**  
4 verbatim or by express reference in any deed or other legal instrument by which it divests itself  
5 of either the fee simple title or any other lesser estate in the Property or any portion thereof. All  
6 rights and powers reserved to the **Grantor**, and all references in this Deed to **Grantor** shall  
7 include its successors in interest. The **Grantor** may agree to waive, eliminate, or reduce the  
8 obligations contained in the covenants, PROVIDED, HOWEVER, that the failure of the **Grantor**  
9 or its successors to insist in any one or more instances upon complete performance of any of the  
10 said conditions shall not be construed as a waiver or a relinquishment of the future performance  
11 of any such conditions, but the obligations of the **Grantee**, its successors and assigns, with  
12 respect to such future performance shall be continued in full force and effect.  
13  
14  
15  
16  
17

[Signature Pages Follow]

**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY  
PENNISULA COLLEGE**

IN WITNESS WHEREOF, the Grantor, the FORT ORD REUSE AUTHORITY, has caused this Deed to be executed this 16<sup>th</sup> day of SEPTEMBER, 2013.

# THE FORT ORD REUSE AUTHORITY

By:

Michael A. Houlemard, Jr.  
Executive Officer


STATE OF CALIFORNIA

COUNTY OF Monterey

On 9/12/13 before me, C.H. Maras, (name of notary public) personally appeared Michael A. Houlemand, Jr. 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or 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.





**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY PENNISULA COLLEGE**

**ACCEPTANCE:**

**In Testimony Whereof**, witness the signature of the **MONTEREY PENNISULA COLLEGE**, this \_\_\_\_ day of \_\_\_\_\_, 2013 hereby accepts and approves this Deed for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

**MONTEREY PENNISULA COLLEGE**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, (name of 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or 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.

\_\_\_\_\_

**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY  
PENNISULA COLLEGE**

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**EXHIBIT "A"**

**Description of Property**

**Parcel Q**  
**Legal Description**

Certain real property situate in the unincorporated area of Monterey County, also situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

Being a portion of the land shown as Parcel 1 on the map filed June 26, 2000 in Volume 23 of Surveys at Page 105, also being a portion of Parcel B on the map filed December 2, 2008 in Volume 30 of Surveys at Page 41, Official Records of said County, more particularly described as follows:

**Beginning** at the most Southwesterly corner of said of Parcel B, thence along the westerly line of said Parcel B

- 1) North  $1^{\circ} 39' 30''$  East, 156.62 feet; thence
- 2) North  $25^{\circ} 53' 24''$  East, 427.12 feet; thence
- 3) North  $30^{\circ} 46' 05''$  East, 753.57 feet; thence
- 4) North  $20^{\circ} 28' 20''$  East, 520.37 feet; thence
- 5) North  $14^{\circ} 47' 14''$  West, 1369.35 feet; thence
- 6) North  $4^{\circ} 34' 26''$  West, 320.17 feet; thence
- 7) South  $86^{\circ} 49' 53''$  East, 141.03 feet; thence
- 8) Easterly along the tangent arc to the left, having a radius of 532.00 feet, through a central angle of  $12^{\circ} 00' 58''$ , for an arc length of 111.57 feet ; thence
- 9) South  $74^{\circ} 48' 55''$  East, 222.00 feet; thence
- 10) Easterly along the tangent arc to the left, having a radius of 2032.00 feet, through a central angle of  $4^{\circ} 46' 45''$ , for an arc length of 169.50 feet ; thence tangentially
- 11) South  $70^{\circ} 02' 10''$  East, 261.26 feet; thence
- 12) Easterly along the tangent arc to the right, having a radius of 347.00 feet, through a central angle of  $9^{\circ} 45' 30''$ , for an arc length of 60.01 feet; thence
- 13) Easterly along a non-tangent arc to the right the center of which bears South  $49^{\circ} 09' 35''$  East, having a radius of 130.00 feet, through a central angle of  $40^{\circ} 54' 36''$ , for an arc length of 92.82 feet; thence
- 14) North  $81^{\circ} 45' 01''$  East, 267.63 feet; thence

**LEGAL DESCRIPTION**

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- 15) Westerly along the tangent arc to the left, having a radius of 520.00 feet, through a central angle of  $15^{\circ} 31' 53''$ , for an arc length of 140.96 feet; thence tangentially
- 16) North  $66^{\circ} 13' 08''$  East, 9.07 feet to a point in the northerly boundary of said Parcel B; thence along the northerly boundary of said Parcel B
- 17) South  $71^{\circ} 11' 51''$  East, 197.17 feet; thence
- 18) South  $65^{\circ} 01' 11''$  East, 250.60 feet; thence
- 19) South  $62^{\circ} 41' 36''$  East, 227.15 feet; thence
- 20) South  $55^{\circ} 11' 28''$  East, 278.91 feet; thence
- 21) South  $48^{\circ} 03' 46''$  East, 283.49 feet; thence along the easterly boundary of said Parcel B
- 22) South  $17^{\circ} 38' 41''$  West, 226.03 feet; thence
- 23) South  $6^{\circ} 42' 03''$  West, 153.53 feet; thence
- 24) South  $20^{\circ} 08' 36''$  East, 268.73 feet; thence
- 25) South  $23^{\circ} 03' 02''$  East, 1755.77 feet; thence
- 26) South  $12^{\circ} 53' 13''$  East, 90.03 feet; thence along the southerly boundary of said Parcel B
- 27) South  $52^{\circ} 52' 17''$  West, 1103.36 feet; thence
- 28) South  $59^{\circ} 39' 37''$  West, 1040.43 feet; thence
- 29) South  $71^{\circ} 12' 11''$  West, 111.11 feet; thence
- 30) Easterly along the non-tangent arc to the left the center of which bears South  $33^{\circ} 22' 23''$  West, having a radius of 5030.00 feet, through a central angle of  $0^{\circ} 33' 23''$ , for an arc length of 48.85 feet; thence
- 31) North  $57^{\circ} 11' 00''$  West, 948.60 feet; thence
- 32) Easterly along the tangent arc to the left, having a radius of 10030.00 feet, through a central angle of  $4^{\circ} 00' 00''$ , for an arc length of 700.23 feet to a point of compound curvature; thence
- 33) Easterly along the arc to the left, the center of which bears South  $28^{\circ} 49' 00''$  West, having a radius of 830.00 feet, through a central angle of  $12^{\circ} 08' 00''$ , for an arc length of 175.77 feet to a point of compound curvature; thence

**LEGAL DESCRIPTION**

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34) Easterly along the arc to the left, the center of which bears South  $16^{\circ} 41' 00''$  West, having a radius of 280.00 feet, through a central angle of  $17^{\circ} 14' 41''$ , for an arc length of 84.27 feet to the point of beginning.

Containing an area of 222.61 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

**END OF DESCRIPTION**

PREPARED BY:

WHITSON ENGINEERS

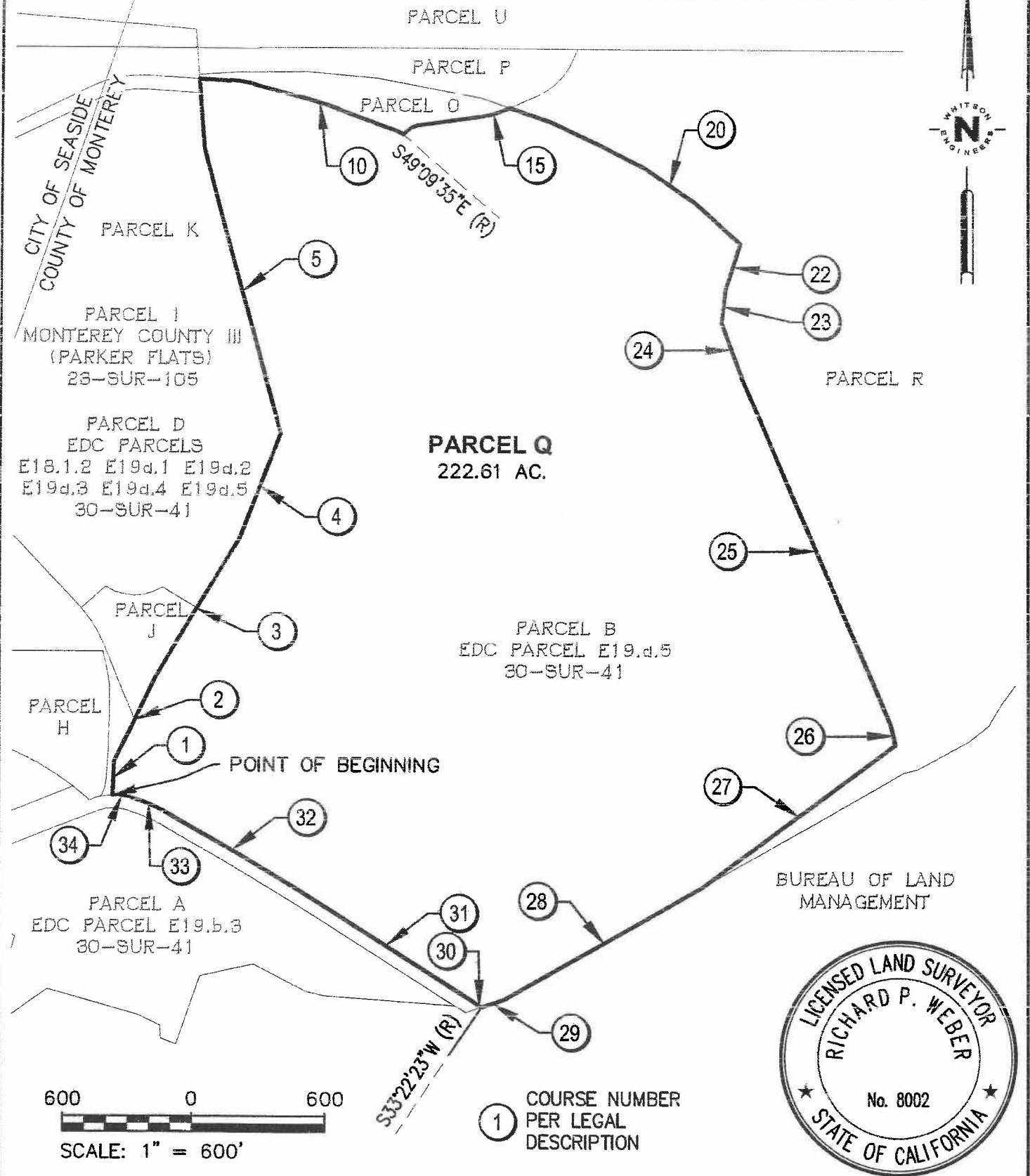



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002



Job No.: 1827.13

# ATTACHMENT TO EXHIBIT "A"



	<h2>PARCEL Q</h2>	DATE: MARCH 22, 2012	SHEET
		SCALE: 1" = 600'	1
	COUNTY OF MONTEREY CALIFORNIA	DRAWN: SMG	
	DRAWING PATH: T:\Monterey Projects\1827\182713\182713 - ROS - Parcel Plats.dwg	CHECKED: RPW	
PROJECT No.: 1827.13 OF 1			

**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY  
PENNISULA COLLEGE**

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**EXHIBIT "B"**

**Exhibit "D" to the Government Deed  
Environmental Protection Provisions**

## **EXHIBIT D**

### **ENVIRONMENTAL PROTECTION PROVISIONS**

#### **1. FEDERAL FACILITY AGREEMENT**

The Grantor acknowledges that the former Fort Ord has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Fort Ord Federal Facility Agreement (FFA), as amended, entered into by the United States Environmental Protection Agency (USEPA) Region 9, the State of California Department of Toxic Substances Control (DTSC) and the State of California Regional Water Quality Control, Central Coast Region (RWQCB), and the Department of the Army (Army), effective on November 19, 1990, and will provide the Grantee with a copy of the First Amendment to the Federal Facility Agreement and any further amendments thereto. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA, as amended. In addition, should any conflict arise between the FFA, as amended, and the deed provisions, the FFA provisions, as amended, will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA, as amended, interfere with their use of the Property.

#### **2. LAND USE RESTRICTIONS**

A. The Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

**Applicable to Monterey Peninsula College Parcels E19a.5, E21b.3, E39, E40, E41, E42, F1.7.2, and L23.2:**

**B. Excavation Restriction.** The Grantee, its successors and assigns, shall comply with Monterey County Code Chapter 16.10 when conducting or permitting others to conduct any ground disturbing or intrusive activities (e.g. digging, drilling, etc.). The Grantee, its successors and assigns, or any approved contractor, shall not construct, make, or permit any alterations, additions, or improvements to the Property in any way that may violate this restriction.

**Applicable to Monterey Peninsula College Parcel E38:**

**C. Excavation Restriction.** The Grantee, its successors and assigns, shall comply with City of Seaside Municipal Code Chapter 15.34 when conducting or permitting others to conduct any ground disturbing or intrusive activities (e.g. digging, drilling, etc.). The Grantee, its successors and assigns, or any approved contractor, shall not construct, make, or permit any



alterations, additions, or improvements to the Property in any way that may violate this restriction.

**Applicable to Monterey Peninsula College Parcels E19a.5, E21b.3, E38, E39, E40, E41, E42, F1.7.2, and L23.2:**

**D. Residential Use Restriction.** The Grantee, its successors and assigns, shall not use the Property for residential purposes. The Army has agreed to enter into a Covenant to Restrict Use of Property (CRUP), which will include a Residential Use Restriction, with the DTSC pursuant to California Health and Safety Code sections 25222.1 and 215355.5 and Civil Code Section 1471. The USEPA also believes any proposals for the residential reuse of the Property should be subject to regulatory review. The CRUP will place additional use restrictions on all of the transferring Property and will be signed prior to transfer. The Army and the DTSC agree that the use of the Property will be restricted as set forth in the CRUP. For purposes of this provision, residential use includes, but is not limited to: single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

**Applicable to Monterey Peninsula College Parcels E19a.5, E21b.3, and L23.2:**

**E. Access Restriction.** Except as provided below, the Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. This Access Restriction is not intended to limit use of existing public access roadways within the Property, including the limited use(s) associated with special events; provided that the use of roadways may be limited or restricted, as necessary, to provide the required minimum separation distance employed during intrusive MEC response actions, and in connection with prescribed burns that may be necessary for the purpose of MEC removal in adjacent areas.

**Applicable to Monterey Peninsula College Parcel F1.7.2:**

**F. Access Restriction.** The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC, a facility for law enforcement tactical training (Military Operations on Urbanized Terrain (MOUT) training area), and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate with the Grantee's designated UXO-Qualified Personnel during activities on the Property. The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the

Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property, except as agreed to in writing with the Grantor.

**Applicable to Monterey Peninsula College Parcels E38, E40, E41, and E42:**

**G. Access Restriction.** The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, and coordinate with the Grantee's designated UXO-Qualified Personnel during activities on the Property. The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

**Applicable to Monterey Peninsula College Parcel E39:**

**H. Access Restriction.** The Property shall not be used for any purposes other than activities associated with the investigation and remediation of MEC and installation of utilities and roadways until the USEPA, in consultation with the DTSC, has certified the completion of remedial action. The Property lies within the historical boundaries of the Impact Area of the former Fort Ord. The Grantor has performed munitions responses on the Property; however, these munitions responses are not complete. The Grantee, its successors and assigns shall not allow access to the Property by unauthorized personnel, and will ensure that personnel authorized to access the Property are provided MEC recognition training, a briefing on the potential explosive hazards present, are either UXO qualified personnel or escorted by such personnel or by EOD personnel, and coordinate with the Grantee's designated UXO-Qualified Personnel during activities on the Property. The Grantor has not completed munitions responses in the portions of the Impact Area Munitions Response Area (MRA) adjacent to the Property. The Grantee, its successors and assigns, shall not allow access to the Impact Area MRA adjacent to the Property.

**I. Modify ng Restrictions.** Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or federal regulators, or the local authorities in accordance with this EPP and the provisions of all applicable CRUP(s). Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, state or federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

**J. Submissions.** The Grantee, its successors and assigns, shall submit any requests for modifications to the above restrictions to the Grantor, the USEPA, and the DTSC, in accordance with the provisions of the applicable CRUP(s), by first class mail, postage prepaid, addressed as follows:

- 1) Grantor: Director, Fort Ord Office  
Army Base Realignment and Closure  
P.O. Box 5008  
Presidio of Monterey, CA 93944-5008
- 2) USEPA: Chief, Federal Facility and Site Cleanup Branch  
Superfund Division  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street, Mail Code: SFD-8-3  
San Francisco, CA 94105-3901
- 3) DTSC: Supervising Hazardous Substances Engineer II  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control  
Sacramento Office  
8800 Cal Center Drive  
Sacramento, CA 95826-3200

### **3. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)**

A. The Grantee is hereby notified that, due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. For the purposes of the basewide Military Munitions Response Program (MMRP) being conducted for the former Fort Ord and this EPP, MEC does not include small arms ammunition (i.e. ammunition with projectiles that do not contain explosives, other than tracers, that is .50 caliber or smaller, or for shotguns).

B. The Property was previously used for a variety of munitions-related and other military related purposes, including operational ranges for live-fire training; demolitions training; chemical, biological and radiological training; engineering training; and tactical training. Munitions responses were conducted on the Property. Any MEC discovered were disposed of by a variety of methods, including open detonation (blown in place (BIP)) or in a consolidated shot, or destroyed using contained detonation technology. A summary of MEC discovered on the



Property is provided in Exhibit E. Site maps depicting the locations of munitions response sites are provided at Exhibit F.

C. After response actions are completed, if the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the local law enforcement agency having jurisdiction on the Property so that appropriate explosive ordnance disposal (EOD) personnel can be dispatched to address such MEC as required under applicable laws and regulations and at no expense to the Grantee. The Grantee hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet.

D. Easement and Access Rights.

1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property as a result of the ongoing Munitions Response Remedial Investigation/Feasibility Study. Such easement and right of access includes, without limitation, the right to perform any additional munitions response action (e.g. investigation, sampling, testing, test-pitting, surface and subsurface removal) necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property; however, the use and/or occupancy of the Property may be limited or restricted, as necessary, under the following scenarios: (a) to provide the required minimum separation distance employed during intrusive munitions response actions that may occur on or adjacent to the Property; and (b) if Army implemented prescribed burns are necessary for the purpose of a munitions response action (removal) in adjacent areas. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3) In exercising this easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to

and in accordance with this Paragraph. In addition, the Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property.

E. The Grantee acknowledges receipt of the Track 2 Munitions Response Remedial Investigation/Feasibility Study (Track 2 MR RI/FS) (August 2006).

#### **4. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

**Applicable to Monterey Peninsula College Parcels E19a.5, E38, and E40:**

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material (ACM) has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (USEPA) have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property with respect to any asbestos or ACM hazards or concerns.

#### **5. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE**

**Applicable to Monterey Peninsula College Parcels E19a.5, E21b.3, E40, and F1.7.2:**

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property with respect to any lead-based paint hazards or concerns.

## **6. NOTICE OF RARE, THREATENED AND ENDANGERED SPECIES MANAGEMENT**

### **Applicable to Monterey Peninsula College Parcels F1.7.2 and L23.2:**

The Grantee acknowledges and agrees to implement the following provisions, as applicable, relative to listed species:

A. The Property is within a Habitat Management Plan (HMP) Development Area. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The March 30, 1999, Biological and Conference Opinion on the Closure and Reuse of Fort Ord, Monterey County, California (1-8-99-F/C-39R), the Biological Opinion on the Closure and Reuse of Fort Ord, Monterey County, California, as it affects Monterey Spineflower Critical Habitat, (1-8-01-F-70R), and the Biological Opinion for the Cleanup and Reuse of Former Fort Ord, Monterey County, California, as it affects California Tiger Salamander and Critical Habitat for Contra Costa Goldfields Critical Habitat (1-8-04-F-25R) identify sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Property.

C. The HMP does not exempt the Grantee from complying with environmental regulations enforced by Federal, State, or local agencies; however, CERCLA remedial actions undertaken by the Grantee will be conducted in accordance with the Army's requirements identified in Chapter 3 of the HMP and in existing Biological Opinions. Reuse activities not involving CERCLA may require the Grantee to obtain Endangered Species Act (ESA) (16 U.S.C. §§ 1531 - 1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); comply with prohibitions against take of listed animals under ESA Section 9; comply with prohibitions against the removal of listed plants occurring on federal land or the destruction of listed plants in violation of any state laws; comply with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California ESA, or California Environmental Quality Act (CEQA); and comply with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord except for those lands undergoing a CERCLA remedial action. The USFWS has recommended that all non-federal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from these entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10 (a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

**Applicable to Monterey Peninsula College Parcels E19a.5, E21b.3, E38, E39, E40, E41, and E42:**

G. The Property contains habitat occupied and/or potentially occupied by several sensitive wildlife and plant species, some of which are listed or proposed for listing as threatened or endangered under the Endangered Species Act (ESA). Applicable laws and regulations restrict activities that involve the potential loss of populations and habitats of listed species. To fulfill Grantor's commitment in the Fort Ord Disposal and Reuse Environmental Impact Statement Record of Decision, made in accordance with the National Environmental Policy Act of 1969, 42 U.S.C § 4321 et seq., this deed requires the conservation in perpetuity of these sensitive wildlife and plant species and their habitats consistent with the U.S. Fish and Wildlife Service Biological Opinions for disposal of the former Fort Ord lands issued pursuant to Section 7 of the ESA on March 30, 1999, October 22, 2002, and March 14, 2005, respectively. By requiring Grantee, and its successors and assigns to comply with the Installation-Wide Multispecies Habitat Management Plan (HMP), Grantor intends to fulfill its responsibilities under Section 7 of the ESA and to minimize future conflicts between species protection and economic development of portions of the Property.

H. Grantee acknowledges that it has received a copy of the HMP dated April 1997. The HMP, which is incorporated herein by reference, provides a basewide framework for disposal of lands within former Fort Ord wherein development and potential loss of species and/or habitat is anticipated to occur in certain areas of the former Fort Ord (the HMP Development Areas) while



permanent species and habitat conservation is guaranteed within other areas of the former Fort Ord (i.e., the HMP Reserve and Corridor parcels). Disposal of former Fort Ord lands in accordance with and subject to the restrictions of the HMP is intended to satisfy the Army's responsibilities under Section 7 of the ESA.

I. The following parcels of land within the Property hereby conveyed or otherwise transferred to Grantee are subject to the specific use restrictions and/or conservation, management, monitoring, and reporting requirements identified for the parcel in the HMP:

- 1) Habitat Reserve Parcels: E38, E39, E41, and E42;
- 2) Borderland Development Areas along Natural Resources Management Area (NRMA) Interface Parcels numbered: E19a.5, E21b.3, and E40.

J. Any boundary modifications to the Development with Reserve Areas or Development with Restrictions parcels or the Borderland Development Areas Along NRMA Interface must be approved in writing by the U.S. Fish and Wildlife Service (USFWS) and must maintain the viability of the HMP for permanent species and habitat conservation.

K. The HMP describes existing habitat and the likely presence of sensitive wildlife and plant species that are treated as target species in the HMP. Some of the target species are currently listed or proposed for listing as threatened or endangered under the ESA. The HMP establishes general conservation and management requirements applicable to the Property to conserve the HMP species. These requirements are intended to meet mitigation obligations applicable to the Property resulting from the Army disposal and development reuse actions. Under the HMP, all target species are treated as if listed under the ESA and are subject to avoidance, protection, conservations and restoration requirements. Grantee shall be responsible for implementing and funding each of the following requirements set forth in the HMP as applicable to the Property:

- 1) Grantee shall implement all avoidance, protection, conservation and restoration requirements identified in the HMP as applicable to the Property and shall cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

- 2) Grantee shall protect and conserve the HMP target species and their habitats within the Property, and, other than those actions required to fulfill a habitat restoration requirement applicable to the Property, shall not remove any vegetation, cut any trees, disturb any soil, or undertake any other actions that would impair the conservation of the species or their habitats. Grantee shall accomplish the Resource Conservation Requirements and Management Requirements identified in Chapters 3 and 4 of the HMP as applicable to any portion of the Property.

- 3) Grantee shall manage, through an agency or entity approved by USFWS, each HMP parcel, or portion thereof, within the Property that is required in the HMP to be managed



for the conservation of the HMP species and their habitats, in accordance with the provisions of the HMP.

4) Grantee shall either directly, or indirectly through its USFWS approved habitat manager, implement the management guidelines applicable to the parcel through the development of a site-specific management plan. The site-specific habitat management plan must be developed and submitted to USFWS (and, for non-Federal recipients, California Department of Fish and Game (CDFG) as well) for approval within six months from the date the recipient obtains title to the parcel. Upon approval by USFWS (and, as appropriate, CDFG) the recipient shall implement the plan. Such plans may thereafter be modified through the Coordinated Resource Management and Planning (CRMP) process or with the concurrence of USFWS (and, as appropriate, CDFG) as new information or changed conditions indicate the need for adaptive management changes. The six-month deadline for development and submission of a site-specific management plan may be extended by mutual agreement of USFWS, CDFG (if appropriate), and the recipient.

5) Grantee shall restrict access to the Property in accordance with the HMP, but shall allow access to the Property, upon reasonable notice of not less than 48 hours, by USFWS and its designated agents, for the purpose of monitoring Grantee's compliance, and for such other purposes as are identified in the HMP.

6) Grantee shall comply with all monitoring and reporting requirements set forth in the HMP that are applicable to the Property, and shall provide an annual monitoring report, as provided for in the HMP, to the Bureau of Land Management (BLM) on or before November 1 of each year, or such other date as may be hereafter agreed to by USFWS and BLM.

7) Grantee shall not transfer, assign, or otherwise convey any portion of, or interest in, the Property subject to the habitat conservation, management or other requirements of the HMP, without the prior written consent of Grantor, acting by and through the USFWS (or designated successor agency), which consent shall not be unreasonably withheld. Grantee covenants for itself, its successors and assigns, that it shall include and otherwise make legally binding the provisions of the HMP in any deed, lease, right of entry, or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property. The covenants, conditions, restrictions and requirements of this deed and the provisions of the HMP shall run with the land. The covenants, conditions, restrictions and requirements of this deed and the HMP benefit the lands retained by the Grantor that formerly comprised Fort Ord, as well as the public generally. Management responsibility for the Property may only be transferred as a condition of the transfer of the Property, with the consent of the USFWS. USFWS may require the establishment of a perpetual trust fund to pay for the management of the Property as a condition of transfer of management responsibility from Grantee.

8) This conveyance is made subject to the following ENFORCEMENT PROVISIONS:

a) Grantor hereby reserves a reversionary interest in all of the Property. If Grantor (or its assigns), acting through the USFWS or a designated successor agency, determines that those parcels identified in Paragraph 6.I. above or any other portion of the Property subject to a restriction or other requirement of the HMP is not being conserved and/or managed in accordance with the provisions of the HMP, then Grantor may, in its discretion, exercise a right to reenter the Property, or any portion thereof, in which case, the Property, or those portions thereof as to which the right of reentry is exercised, shall revert to Grantor. In the event that Grantor exercises its right of reentry as to all or portions of the Property, Grantee shall execute any and all documents that Grantor deems necessary to perfect or provide recordable notice of the reversion and for the complete transfer and reversion of all right, title and interest in the Property or portions thereof. Subject to applicable federal law, Grantee shall be liable for all costs and fees incurred by Grantor in perfecting the reversion and transfer of title. Any and all improvements on the Property, or those portions thereof reverting back to Grantor, shall become the property of Grantor and Grantee shall not be entitled to any payment therefore.

b) In addition to the right of reentry reserved in paragraph a. above, if Grantor (or its assigns), acting through the USFWS or a successor designated agency, determines that Grantee is violating or threatens to violate the provisions of Paragraph 6 of this deed exhibit or the provisions of the HMP, Grantor shall provide written notice to Grantee of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the provisions of Paragraph 6 of this deed exhibit or the provisions of the HMP, to restore the portion of the Property so injured. If Grantee fails to cure a violation within sixty (60) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, or fails to continue to diligently cure such violation until finally cured, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, or injury to any conservation value protected by this deed or the HMP, and to require the restoration of the Property to the condition that existed prior to such injury. If Grantor, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the species and habitat conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee, or without waiting for the period provided for the cure to expire. Grantor's rights under this paragraph apply equally in the event of either actual or threatened violations of covenants, conditions, reservations and restrictions of this deed or the provisions of the HMP, and Grantee acknowledges that Grantor's remedies at law for any of said violations are inadequate and Grantor shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the covenants, conditions, reservations and restrictions of this deed and the provisions of the HMP.

c) Enforcement of the covenants, conditions, reservations and restrictions in this deed and the provisions of the HMP shall be at the discretion of Grantor, and any

forbearance by Grantor to exercise its rights under this deed and the HMP in the event of any such breach or violation of any provision of this deed or the HMP by Grantee shall not be deemed or construed to be a waiver by Grantor of such provision or of any subsequent breach or violation of the same or any other provision of this deed or the HMP or of any of Grantor's rights under this deed or the HMP. No delay or omission by Grantor in the exercise of any right or remedy upon any breach or violation by Grantee shall impair such right or remedy or be construed as a waiver.

d) In addition to satisfying Army's responsibilities under Section 7 of the ESA, Grantee's compliance with the covenants, conditions, reservations and restrictions contained in this deed and with the provisions of the HMP are intended to satisfy mitigation obligations included in any future incidental take permit issued by USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act which authorizes the incidental take of a target HMP species on the Property. Grantee acknowledges that neither this deed nor the HMP authorizes the incidental take of any species listed under the ESA except while conducting CERCLA remedial actions consistent with Chapter 3 of the HMP and in accordance with the existing biological opinions. Authorization to incidentally take any target HMP wildlife species as a result of reuse activities must be obtained by Grantee separately, or through participation in a broader habitat conservation plan and Section 10(a)(1)(B) permit based on the HMP and approved by USFWS.

**FORA FOSET 5 OUTDEED, PORTION OF PARCEL E19a.5 (PARCEL Q) MONTEREY  
PENNISULA COLLEGE**

**EXHIBIT "C"**

**Government Deed Amendment No. 1**

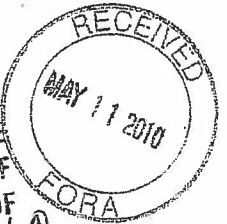
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**FORT ORD REUSE AUTHORITY  
OFFICIAL BUSINESS  
REQUEST DOCUMENT TO BE RECORDED  
AND EXEMPT FROM RECORDING FEES  
PER GOVERNMENT CODE 6103**

**Recording requested by and  
when recorded mail to:**

KUTAK ROCK LLP  
1101 CONNECTICUT AVE, NW STE 1000  
WASHINGTON, DC 20036  
ATTN: GEORGE SCHLOSSBERG, ESQ.

WE HEREBY CERTIFY THAT THIS IS A FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
CALIFORNIA, RECORDED ON 5/17/10  
IN BOOK \_\_\_\_\_ OF OFFICIAL RECORDS  
AT PAGE \_\_\_\_\_ SERIAL NO. 70027226  
CHICAGO TITLE  
By \_\_\_\_\_



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

**DEED AMENDMENT No. 1 FOR  
FORT ORD REUSE AUTHORITY (FORA)  
MONTEREY PENINSULA COLLEGE  
COUNTY OF MONTEREY, CALIFORNIA  
(Parcels E19a.5, E21b.3, E38, E39, E40, E41, E42, F1.7.2, and L23.2)**

This DEED AMENDMENT No. 1 ("Deed Amendment No. 1"), between the UNITED STATES OF AMERICA ("GRANTOR"), acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, pursuant to a delegation of authority from the Deputy Assistant Secretary of the Army (Installations & Housing) acting pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (Ch. 288), 40 U.S.C. §101, et seq., as amended, and Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended, and the FORT ORD REUSE AUTHORITY ("FORA" or "GRANTEE"), an agency of the State of California, amends that certain quitclaim deed, dated May 8, 2009, and recorded in the real property records of Monterey County, California as Document No. 2009028274 ("Quitclaim Deed").

WITNESSETH THAT:

WHEREAS, the former Fort Ord has been identified as a National Priorities List ("NPL") Site under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") of 1980, as amended. The GRANTOR has provided the GRANTEE with a copy of the Fort Ord Federal Facility Agreement ("FFA"), and any amendments thereto, entered into by the United States Environmental Protection Agency ("USEPA") Region 9, the State of California, and the ARMY, effective on November 19, 1990;

**Amendment No. 1 to Deed No. DACA05-9-07-508**

WHEREAS, the GRANTOR, in conformance with CERCLA and pursuant to the FFA, and all amendments thereto, is obligated to remediate environmental contamination resulting from GRANTOR activities on the former Fort Ord;

WHEREAS, CERCLA Section 120(h)(3)(C) (42 U.S.C. §9620(h)(3)(C)) allows the USEPA Administrator, with the concurrence of the Governor of the State, to defer the CERCLA covenant warranting that all remedial action necessary to protect human health and the environment has been taken before the date of transfer;

WHEREAS, the Finding of Suitability for Early Transfer ("FOSET"), Former Fort Ord, California, Environmental Services Cooperative Agreement ("ESCA") Parcels and Non-ESCA Parcels (Operable Unit Carbon Tetrachloride Plume) ("FOSET 5") set forth the basis for the GRANTOR's determination that Parcels E19a.5, E21b.3, E38, E39, E40, E41, E42, F1.7.2, and L23.2, containing approximately 546.529 acres in the County of Monterey, in the State of California, as legally described in the Quitclaim Deed, ("Property"), were suitable for transfer;

WHEREAS, by the Quitclaim Deed, the GRANTOR, for good and valuable consideration, the receipt of which was acknowledged, did REMISE, RELEASE, AND FOREVER QUITCLAIM to the GRANTEE, its successors and assigns, all its right, title, and interest in the Property;

WHEREAS, Section 2, Paragraph D of Exhibit "D" to the Quitclaim Deed ("Access Restriction") restricts use of the Property to activities associated with the investigation and remediation of Munitions and Explosives of Concern ("MEC") and installation of utilities and roadways until the USEPA, in consultation with the State of California, has certified the completion of response actions necessary to protect human health and the environment on the Property;

WHEREAS, such response actions were completed with respect to Parcel E19a.5 of the Property as described in Exhibit "A", attached hereto and made a part hereof ("Phase I Property"), pursuant to CERCLA and the FFA; and, as described in the Final Record of Decision, Parker Flats Munitions Response Area, Track 2 Munitions Response Site, Former Fort Ord, California ("Parker Flats MRA ROD"). The ARMY and the USEPA jointly selected the remedy for the Parker Flats Munition Response Area, which includes Land Use Controls ("LUCs") as described in the Parker Flats MRA ROD and FOSET 5 and shown in Exhibit "B", attached hereto and made a part hereof; and the State of California had an opportunity to review and comment on the Parker Flats MRA ROD;

WHEREAS, the Phase I Property lies within the Phase I Parker Flats MRA (as shown in Exhibit "C") and implementation and maintenance of the remedy for the Phase I Parker Flats MRA is described in the Final Remedial Design/Remedial Action, Land Use Controls Implementation, and Operation and Maintenance Plan, Parker Flats Munitions Response Area Phase I, Former Fort Ord Monterey County, California, ("RD/RA LUCI O&M Plan, Parker Flats MRA Phase I") dated August 4, 2009; and pursuant to Section XIV, EPA Approval of Plans and Other Submissions, of the Administrative Order on Consent for Cleanup of Portions of the



**Amendment No. 1 to Deed No. DACA05-9-07-508**

Former Fort Ord (AOC), and after consultation with the California Department of Toxic Substances Control, the USEPA approved the RD/RA LUCI O&M Plan, Parker Flats MRA Phase I in a letter dated July 15, 2009; and based in its review of relevant documents, the USEPA determined all remedial actions were implemented and completed at the Parker Flats MRA in a letter dated July 27, 2009;

NOW THEREFORE, the GRANTOR, acting by and through the Director of Real Estate, Headquarters, U.S. Army Corps of Engineers, hereby amends the Quitclaim Deed:

- (i) to terminate and remove the Access Restriction applicable to the Phase I Property, and
- (ii) pursuant to CERCLA 120(h)(3)(C)(iii), to add the following provisions:

**1. CERCLA COVENANT**

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that:

- A. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Phase I Property has been taken before the date of this Deed Amendment No. 1, and
- B. Any additional remedial action found to be necessary after the date of this Deed Amendment No. 1 shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the Phase I Property is transferred is a potentially responsible party with respect to such Phase I Property. For purposes of this warranty, GRANTEE shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the property on the date of this Deed Amendment No. 1, provided that GRANTEE has not caused or contributed to a release of such hazardous substance. Further, the GRANTOR shall not be relieved of any obligation under CERCLA to perform any remedial action found to be necessary after the date of this Deed Amendment No. 1 with regard to any hazardous substances remaining on the Phase I Property as of the date of this Deed Amendment No. 1 if the GRANTEE is subsequently determined to be a potentially responsible party with respect to hazardous substances placed on the Phase I Property after the date of this Deed Amendment No. 1.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed Amendment No. 1, agrees that, as part of the consideration for this Deed Amendment No. 1, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that, except for the removal of the Access Restriction applicable to the Phase I Property as provided in this Deed Amendment No. 1, this Deed



**Amendment No. 1 to Deed No. DACA05-9-07-508**

Amendment No. 1 in no way abrogates each of the covenants included in the Quitclaim Deed, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law. The NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth in the Quitclaim Deed and Deed Amendment No. 1, are a binding servitude on the Phase I Property and shall be deemed to run with the land in perpetuity. The failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns. In all other respects the Quitclaim Deed shall be in full force and effect.

{Signatures follow}

Amendment No. 1 to Deed No. DACA05-9-07-508

IN WITNESS WHEREOF, the GRANTOR has caused this Deed Amendment No. 1 to be executed in its name by the Director of Real Estate, this the 8th day of April 2010.

UNITED STATES OF AMERICA

By:

Scott L. Whiteford  
SCOTT L. WHITEFORD

Director of Real Estate

United States Army Corps of Engineers

NOTORIAL CERTIFICATE

DISTRICT OF COLUMBIA: SS

I, Joan M. Markley, a Notary Public in and for the District of Columbia, do hereby certify that this 8th day of April, 2010, Scott L. Whiteford, Director of Real Estate, known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.

Joan M. Markley  
Notary Public

My commission expires the 14th day of October, 2014.

ACCEPTANCE:

In Testimony Whereof, witness the signature of the Fort Ord Reuse Authority ("Authority"), an organization organized and existing under the laws of the State of California under the Fort Ord Reuse Authority Act created under Title 7.85 of the California Government Code, Chapters 1 through 7, inclusive, commencing with Section 67650, *et seq.*, and selected provisions of the California Redevelopment Law, including Division 24 of the California Health and Safety Code, Part 1, Chapter 4.5, Article 1, commencing with Section 33492, *et seq.*, and Article 4, commencing with Section 33492.70, *et seq.*, this twenty third day of November, 2009 hereby accepts and approves this Deed Amendment No. 1 for itself, its successors and assigns, and agrees to all the conditions, reservations, restrictions, and terms contained therein.

FORT ORD REUSE AUTHORITY  
LOCAL REDEVELOPMENT AUTHORITY

By:

Michael A. Houlemard, Jr.  
Executive Officer

STATE OF CALIFORNIA

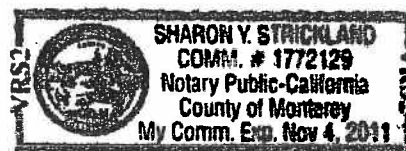
COUNTY OF Monterey

On 11-23-09 before me, Sharon Y. Strickland, Notary (name of notary public) personally appeared Michael A. Houlemard, Jr. 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or 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.

Sharon Y. Strickland  
(Signature of Notary)



Amendment No. 1 to Deed No. DACA05-9-07-508

**EXHIBIT "A"**

Legal description and record of survey for the Phase I Property.

**EXHIBIT A**

EDC Parcel E19a.5  
FOSET 5  
Fort Ord Military Reservation  
Monterey County, California

#### Legal Description

SITUATE in a portion of "Monterey County III (Parker Flats)," as it is shown on that certain map recorded in Volume 23 of Surveys at Page 105, being also a portion of the former Fort Ord Military Reservation as it is shown on that certain map recorded in Volume 19 of Surveys at Page 1, Official Records of Monterey County, being within Monterey City Lands Tract No. 1, County of Monterey, State of California; being more particularly described as follows:

BEGINNING at a point on the common boundary of said "Monterey County III" and Parcel 15, as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110, which bears North 71° 12' 11" East, 18.27 feet from a brass disk marked "BLM AP61D" at an angle point in said "Monterey County III", thence from said Point of Beginning, along the southerly boundary of said "Monterey County III"

1. North 71° 12' 11" East for a distance of 111.11 feet to a brass disk marked "BLM AP60D" at an angle point in said "Monterey County III"; thence continuing along the southerly boundary of said "Monterey County III"
2. North 59° 39' 37" East for a distance of 1,040.44 feet; thence leaving the southerly boundary of said "Monterey County III"
3. North 52° 52' 17" East for a distance of 1,103.36 feet to a 5/8" rebar with cap stamped LS 5321; thence
4. North 12° 53' 13" West for a distance of 90.03 feet to a 5/8" rebar with cap stamped LS 5321; thence
5. North 23° 03' 02" West for a distance of 1,755.77 feet to a 5/8" rebar with cap stamped LS 5321; thence
6. North 20° 08' 36" West for a distance of 268.73 feet to a 5/8" rebar with cap stamped LS 5321; thence
7. North 06° 42' 03" East for a distance of 153.53 feet to a 5/8" rebar with cap stamped LS 5321; thence
8. North 17° 38' 14" East for a distance of 226.03 to a 5/8" rebar with cap stamped LS 5321 feet; thence
9. North 48° 03' 46" West for a distance of 283.49 feet; thence

EDC Parcel E19a.5  
FOSET 5  
Fort Ord Military Reservation  
Monterey County, California

10. North 55° 11' 28" West for a distance of 278.91 feet to a 5/8" rebar with cap stamped LS 5321; thence
11. North 62° 41' 36" West for a distance of 227.15 feet to a 5/8" rebar with cap stamped LS 5321; thence
12. North 65° 01' 11" West for a distance of 250.60 feet; thence
13. North 71° 11' 51" West for a distance of 335.15 feet to a 5/8" rebar with cap stamped LS 5321; thence
14. North 79° 30' 16" West for a distance of 483.47 feet to a 5/8" rebar with cap stamped LS 5321; thence
15. North 84° 57' 11" West for a distance of 320.10 feet; thence
16. South 89° 14' 18" West for a distance of 321.74 feet to a 5/8" rebar with cap stamped LS 5321; thence
17. South 85° 32' 01" West for a distance of 169.80 feet; thence
18. South 04° 34' 26" East for a distance of 338.58 feet; thence
19. South 14° 47' 14" East for a distance of 1,369.35 feet; thence
20. South 20° 28' 20" West for a distance of 520.37 feet; thence
21. South 30° 46' 05" West for a distance of 753.57 feet; thence
22. South 25° 53' 24" West for a distance of 427.12 feet; thence
23. South 01° 39' 30" West for a distance of 156.63 feet to a nail and washer stamped LS 5321 on the northerly line of Eucalyptus Road, being Parcel 14, as it is shown on that certain map recorded in Volume 20 of Surveys at Page 110; thence along the northerly line of said Parcel 14
24. Along a non-tangent curve to the right, the center of which bears South 00° 33' 41" East, 280.00 feet, through a central angle of 17° 14' 41", having a radius of 280.00 feet, for a length of 84.27 feet, and whose long chord bears South 81° 56' 20" East for a distance of 83.96 feet to the beginning of a tangent compound curve; thence

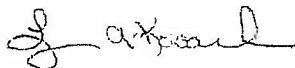


EDC Parcel E19a.5  
FOSET 5  
Fort Ord Military Reservation  
Monterey County, California

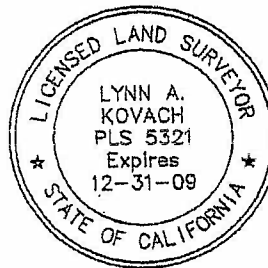
25. Along a curve to the right, through a central angle of  $12^{\circ} 08' 00''$ , having a radius of 830.00 feet, for a length of 175.77 feet, and whose long chord bears South  $67^{\circ} 15' 00''$  East for a distance of 175.44 feet to the beginning of a compound tangent curve; thence
26. Along a curve to the right, through a central angle of  $04^{\circ} 00' 00''$ , having a radius of 10,030.00 feet, for a length of 700.23 feet, and whose long chord bears South  $59^{\circ} 11' 00''$  East for a distance of 700.08 feet to a point of intersection with a tangent line; thence
27. South  $57^{\circ} 11' 00''$  East for a distance of 948.60 feet to the beginning of a tangent curve; thence
28. Along a curve to the right, through a central angle of  $00^{\circ} 18' 36''$ , having a radius of 5,030.00 feet, for a length of 27.21 feet, and whose long chord bears South  $57^{\circ} 01' 42''$  East for a distance of 27.22 feet to the common northerly corner of Parcels 14 and 15, as they are shown on that certain map recorded in Volume 20 of Surveys at Page 110, being also the beginning of a compound tangent curve; thence along the northerly boundary of said Parcel 15
29. Along a curve to the right, through a central angle of  $00^{\circ} 14' 47''$ , having a radius of 5,030.00 feet, for a length of 21.63 feet, and whose long chord bears South  $56^{\circ} 45' 01''$  East for a distance of 21.62 feet to the POINT OF BEGINNING.

Containing an area of 226.464 acres, more or less.

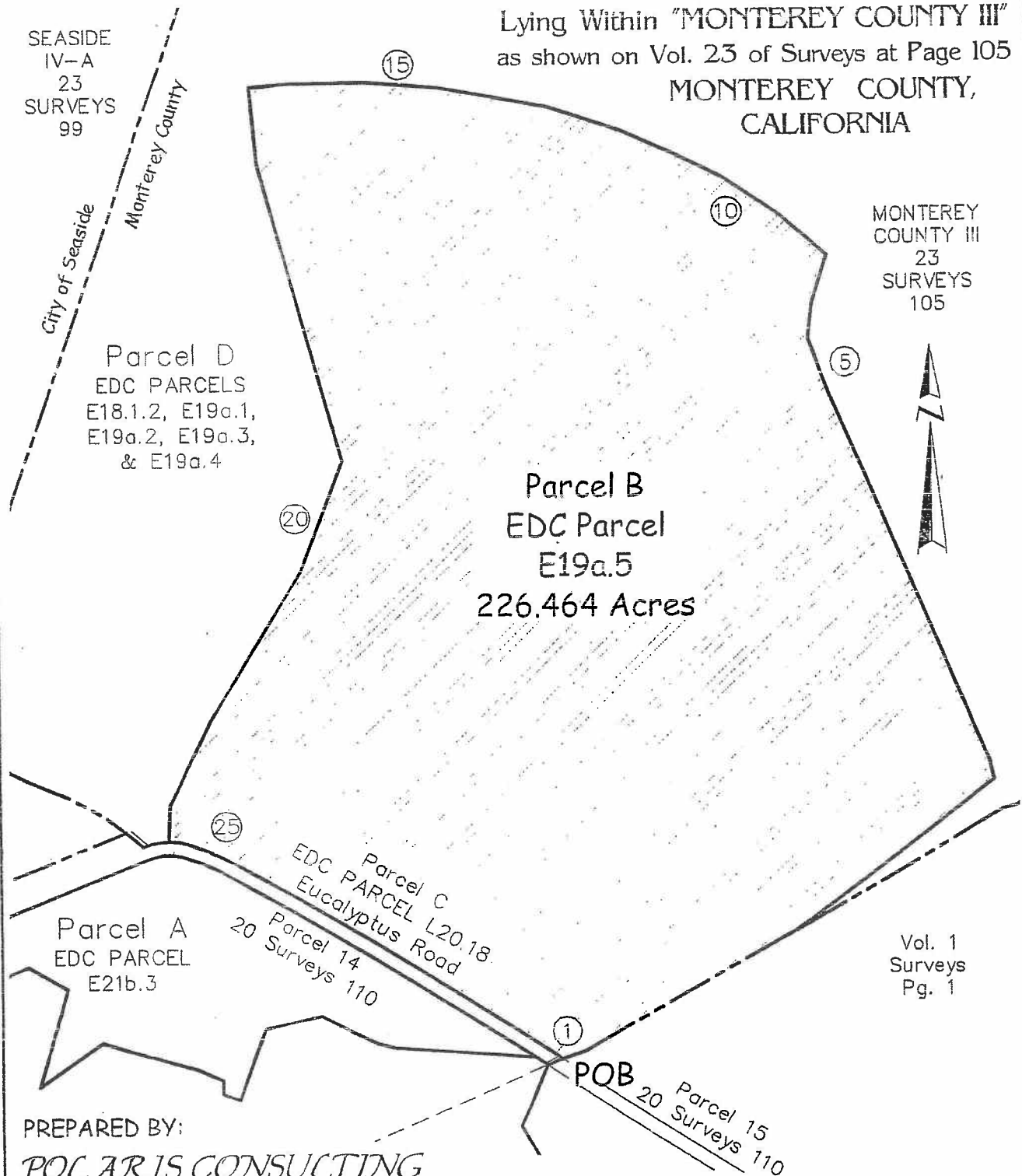
This legal description was prepared by



Lynn A. Kovach      L.S. 5321  
My license expires December 31, 2007



**EXHIBIT** OF EDC Parcel E19a.5,  
Lying Within "MONTEREY COUNTY III"  
as shown on Vol. 23 of Surveys at Page 105  
**MONTEREY COUNTY,  
CALIFORNIA**



PREPARED BY:

**POLARIS CONSULTING**

P. O. BOX 1378

CARMEL VALLEY, CA 93924

SCALE: 1" = 600' VIEW: E19.a5 DATE: 10-26-2007

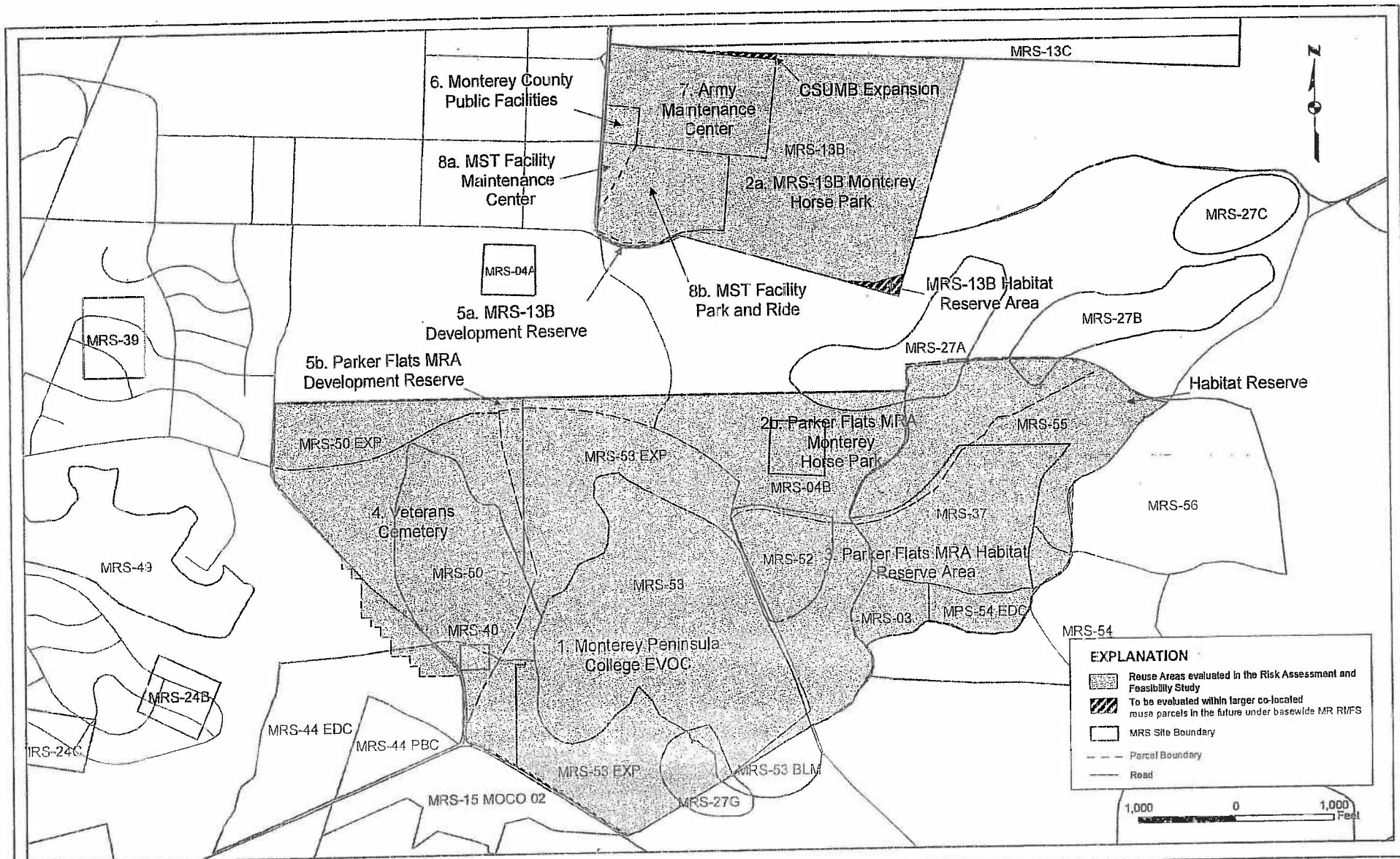
FILE NAME: FORA FOSET 5 MPC2.DWG 26114

Amendment No. 1 to Deed No. DACA05-9-07-508

**EXHIBIT "B"**

Map of Parker Flats MRA Reuse Areas and Munitions Response Sites (Plate 2, Parker Flats MRA ROD).

**EXHIBIT B**



DESIGNED:	DESIGNED BY:	DATE:
DRAWN:	DRAWN BY:	DATE:
APPROVED:	APPROVED BY:	DATE:
CHECKED:	CHECKED BY:	DATE:
DATE:	DATE:	DATE:

UNITED STATES  
DEPARTMENT OF THE ARMY

Record of Decision - Parker Flats Munitions Response Area  
Track 2 Munitions Response Site  
Former Fort Ord, California

Parker Flats MRA Reuse Areas  
and Munitions Response Sites

PLATE:  
2

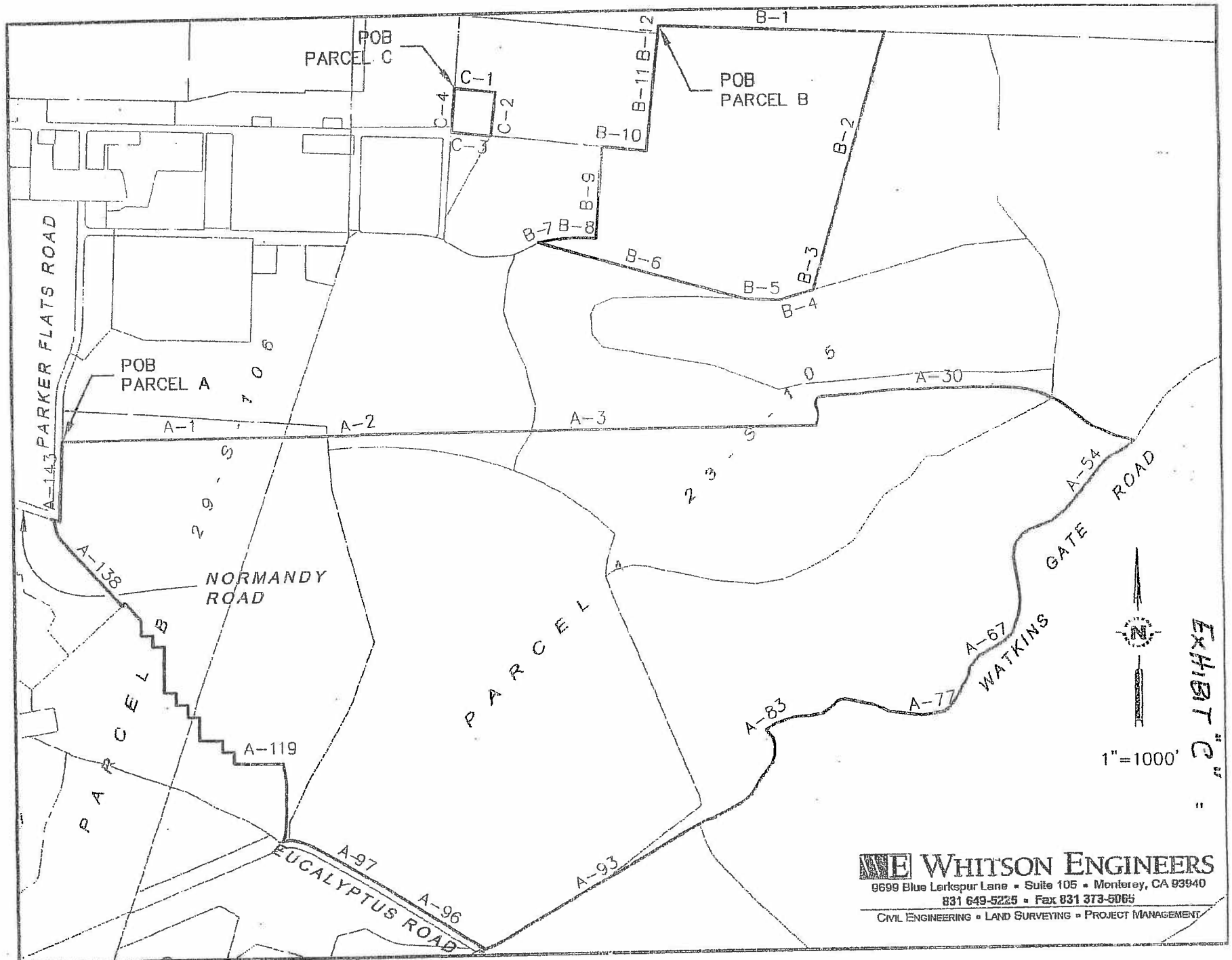
**Amendment No. 1 to Deed No. DACA05-9-07-508**

**EXHIBIT "C"**

Map of the Property and the portion of Parker Flats MRA subject to the RD/RA LUCI O&M Plan, Parker Flats MRA Phase I, dated August 4, 2009 (Figure 2, RD/RA LUCI O&M Plan).

**EXHIBIT C**

EXHIBIT "C"



**WE WHITSON ENGINEERS**  
 9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940  
 831 649-5225 • Fax 831 373-5065  
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT



**Legal Description**

Certain real property situate in the City Lands of Monterey, Tract No. 1, County of Monterey, State of California, described as follows:

**Parcel A**

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105, also being a portion of the land shown as Parcels B and D on the map filed in Volume 30 of Surveys at Page 41, together with a portion of the land shown as Parcel B on the map filed in Volume 29 of Surveys at Page 106, Official Records of said County, particularly described as follows:

**Beginning** at a point on the westerly line of said Parcel B on said map filed in Volume 29 of Surveys at Page 106, said line being labeled North 2° 22' 00" East on said map, from which point the southwesterly terminus of said course bears South 2° 22' 00" West, 687.88 feet; thence

- A-1) East, 2569.77 feet; thence
- A-2) North 80° 32' 16" East, 38.02 feet; thence
- A-3) East, 3918.98 feet; thence
- A-4) North 21° 9' 41" East, 48.52 feet; thence
- A-5) North 12° 8' 13" East, 23.78 feet; thence
- A-6) North 2° 3' 50" West, 27.77 feet; thence
- A-7) North 14° 10' 41" West, 24.50 feet; thence
- A-8) North 22° 26' 34" West, 24.88 feet; thence
- A-9) North 18° 48' 00" West, 24.82 feet; thence
- A-10) North 2° 56' 08" West, 19.53 feet; thence
- A-11) North 15° 56' 43" East, 20.02 feet; thence
- A-12) North 29° 14' 56" East, 14.33 feet; thence
- A-13) North 36° 23' 04" East, 11.80 feet; thence
- A-14) North 51° 8' 48" East, 11.56 feet; thence
- A-15) North 65° 39' 32" East, 11.52 feet; thence
- A-16) North 84° 24' 30" East, 71.84 feet; thence
- A-17) North 86° 35' 54" East, 71.63 feet; thence

A-18) North 87° 23' 10" East, 115.12 feet; thence  
A-19) North 85° 58' 00" East, 78.19 feet; thence  
A-20) North 83° 3' 21" East, 78.58 feet; thence  
A-21) North 84° 24' 23" East, 97.46 feet; thence  
A-22) North 84° 9' 55" East, 68.86 feet; thence  
A-23) North 83° 59' 28" East, 28.66 feet; thence  
A-24) North 85° 52' 48" East, 59.15 feet; thence  
A-25) North 88° 3' 31" East, 59.03 feet; thence  
A-26) South 89° 10' 11" East, 69.01 feet; thence  
A-27) South 89° 22' 38" East, 69.00 feet; thence  
A-28) North 86° 39' 42" East, 60.10 feet; thence  
A-29) North 88° 7' 56" East, 92.05 feet; thence  
A-30) North 88° 41' 53" East, 22.01 feet; thence  
A-31) North 88° 48' 23" East, 12.00 feet; thence  
A-32) South 88° 6' 08" East, 83.05 feet; thence  
A-33) North 89° 20' 56" East, 44.00 feet; thence  
A-34) North 87° 6' 31" East, 49.56 feet; thence  
A-35) North 89° 2' 26" East, 104.51 feet; thence  
A-36) South 88° 29' 44" East, 257.09 feet; thence  
A-37) South 88° 48' 23" East, 12.00 feet; thence  
A-38) South 85° 15' 39" East, 96.83 feet; thence  
A-39) South 81° 40' 56" East, 86.41 feet; thence  
A-40) South 71° 44' 53" East, 148.47 feet; thence  
A-41) South 65° 16' 12" East, 66.16 feet; thence  
A-42) South 65° 16' 13" East, 66.50 feet; thence

- A-43) South 55° 39' 14" East, 109.01 feet; thence
- A-44) South 51° 25' 24" East, 80.59 feet; thence
- A-45) South 50° 41' 17" East, 89.18 feet; thence
- A-46) South 57° 25' 03" East, 78.92 feet; thence
- A-47) South 64° 52' 01" East, 89.47 feet; thence
- A-48) South 67° 47' 55" East, 126.37 feet; thence
- A-49) South 76° 40' 50" East, 141.79 feet; thence
- A-50) South 63° 16' 49" East, 25.92 feet more or less to a point on the easterly line of said Parcel 1 as shown on said map filed in Volume 23 of Surveys at Page 105; thence along said boundary of said Parcel 1
- A-51) South 49° 49' 05" West, 96.45 feet; thence
- A-52) South 62° 19' 42" West, 168.14 feet; thence
- A-53) South 43° 50' 29" West, 115.36 feet; thence
- A-54) South 38° 11' 13" West, 200.81 feet; thence
- A-55) South 40° 27' 38" West, 271.04 feet; thence
- A-56) South 53° 08' 07" West, 144.58 feet; thence
- A-57) South 69° 49' 08" West, 193.32 feet; thence
- A-58) South 54° 59' 05" West, 72.44 feet; thence
- A-59) South 41° 12' 49" West, 80.99 feet; thence
- A-60) South 24° 33' 59" West, 55.05 feet; thence
- A-61) South 5° 54' 51" West, 88.84 feet; thence
- A-62) South 8° 19' 42" East, 329.22 feet; thence
- A-63) South 0° 05' 57" West, 78.52 feet; thence
- A-64) South 8° 37' 33" West, 97.38 feet; thence
- A-65) South 18° 58' 46" West, 165.55 feet; thence
- A-66) South 44° 37' 32" West, 95.77 feet; thence
- A-67) South 60° 52' 39" West, 254.54 feet; thence

A-68) South 37° 26' 54" West, 126.62 feet; thence  
A-69) South 10° 48' 03" West, 68.50 feet; thence  
A-70) South 29° 22' 04" West, 156.14 feet; thence  
A-71) South 34° 57' 59" West, 139.62 feet; thence  
A-72) South 56° 21' 39" West, 59.71 feet; thence  
A-73) South 82° 29' 44" West, 194.58 feet; thence  
A-74) North 83° 42' 42" West, 287.14 feet; thence  
A-75) North 66° 01' 20" West, 147.39 feet; thence  
A-76) North 79° 00' 34" West, 251.36 feet; thence  
A-77) South 77° 12' 53" West, 55.92 feet; thence  
A-78) South 46° 42' 29" West, 87.18 feet; thence  
A-79) South 58° 47' 57" West, 75.85 feet; thence  
A-80) South 80° 55' 21" West, 132.36 feet; thence  
A-81) South 87° 12' 11" West, 112.47 feet; thence  
A-82) South 71° 38' 58" West, 176.73 feet; thence  
A-83) South 56° 09' 46" West, 97.71 feet; thence  
A-84) South 37° 48' 47" East, 90.91 feet; thence  
A-85) South 17° 07' 11" East, 62.89 feet; thence  
A-86) South 2° 33' 03" West, 88.26 feet; thence  
A-87) South 18° 58' 47" West, 63.58 feet; thence  
A-88) South 36° 47' 12" West, 201.48 feet; thence  
A-89) South 31° 02' 57" West, 121.84 feet; thence  
A-90) South 51° 55' 07" West, 113.23 feet; thence  
A-91) South 61° 32' 12" West, 269.67 feet; thence  
A-92) South 75° 50' 25" West, 66.11 feet; thence

- A-93) South 59° 39' 37" West, 2106.55 feet; thence
- A-94) South 71° 12' 11" West, 111.11 feet; thence departing said boundary of said Parcel 1 along the southerly line of said Parcel B as shown on said map filed in Volume 30 of Surveys at Page 41
- A-95) Along the arc of a non-tangent curve, the center of which bears South 33° 22' 33" West, 5030.00 feet distant, through a central angle of 0° 33' 23", for an arc distance of 48.84 feet; thence
- A-96) North 57° 11' 00" West, 948.60 feet; thence
- A-97) Along the arc of a tangent curve, the center of which bears South 32° 49' West, 10030.00 feet distant, through a central angle of 4° 00' 00", for an arc distance of 700.23 feet; thence
- A-98) Along the arc of a tangent curve, the center of which bears South 28° 49' West, 830.00 feet distant, through a central angle of 12° 08' 00", for an arc distance of 175.77 feet; thence
- A-99) Along the arc of a tangent curve, the center of which bears South 16° 41' West, 280.00 feet distant, through a central angle of 29° 20' 32", for an arc distance of 143.39 feet; thence departing said southerly line of said Parcel B
- A-100) North 45° East, 15.62 feet; thence
- A-101) North 3° 21' 59" East, 8.51 feet; thence
- A-102) North 26° 33' 54" East, 25.71 feet; thence
- A-103) North 7° 27' 38" East, 42.36 feet; thence
- A-104) North 3° 10' 47" East, 36.06 feet; thence
- A-105) North 3° 19' 29" East, 60.35 feet; thence
- A-106) North 2° 28' 18" East, 34.78 feet; thence
- A-107) North 1° 48' 31" East, 47.52 feet; thence
- A-108) North 1° 41' 50" East, 33.76 feet; thence
- A-109) North 1° 7' 24" East, 25.50 feet; thence
- A-110) North 1° 49' 58" East, 31.27 feet; thence
- A-111) North, 60.25 feet; thence
- A-112) North 9° 12' 40" East, 9.37 feet; thence
- A-113) North, 81.50 feet; thence

A-114) North 3° 41' 29" West, 15.53 feet; thence

A-115) North 8° 29' 20" West, 50.81 feet; thence

A-116) North 10° 45' 29" West, 50.89 feet; thence

A-117) North 13° 37' 37" West, 50.93 feet; thence

A-118) North 21° 59' 11" West, 1.08 feet; thence

A-119) West, 421.60 feet; thence

A-120) North, 100.00 feet; thence

A-121) West, 100.00 feet; thence

A-122) North, 100.00 feet; thence

A-123) West, 200.00 feet; thence

A-124) North, 200.00 feet; thence

A-125) West, 100.00 feet; thence

A-126) North, 100.00 feet; thence

A-127) West, 100.00 feet; thence

A-128) North, 100.00 feet; thence

A-129) West, 100.00 feet; thence

A-130) North, 400.00 feet; thence

A-131) West, 100.00 feet; thence

A-132) North, 100.00 feet; thence

A-133) West, 100.00 feet; thence

A-134) North, 132.34 feet; thence

A-135) North 42° 37' 57" West, 41.34 feet; thence

A-136) North 41° 38' 23" West, 167.21 feet; thence

A-137) South 48° 21' 37" West, 33.37 feet more or less to a point on the westerly line of said Parcel B as shown on the map filed in Volume 29 of Surveys at Page 106; thence along said westerly line



A-138) North 41° 53' 00" West, 791.67 feet; thence

A-139) Along the arc of a tangent curve, the center of which bears North 48° 07' East, 150.00 feet distant, through a central angle of 30° 00' 00", for an arc distance of 78.54 feet; thence

A-140) North 11° 53' 00" West, 74.90 feet; thence

A-141) Along the arc of a tangent curve, the center of which bears South 78° 07' West, 50.00 feet distant, through a central angle of 58° 58' 20", for an arc distance of 51.46 feet; thence

A-142) South 70° 51' 20" East, 85.39 feet; thence

A-143) North 2° 22' 00" East, 687.88 feet to the point of beginning.

### **Parcel B**

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105 also being a portion of the land shown as Parcel D on the map filed in Volume 30 of Surveys at Page 41, Official Records of said County, particularly described as follows:

**Beginning** at a point on the northerly line of said Parcel 1 on said map filed in Volume 23 of Surveys at Page 105; thence along said northerly line of said Parcel 1

B-1) South 87° 45' 00" East, 1940.14 feet; thence departing said northerly line of said Parcel 1

B-2) South 16° 31' 29" West, 1869.92 feet; thence

B-3) South 16° 29' 28" West, 385.14 feet; thence

B-4) South 74° 32' 16" West, 303.66 feet; thence

B-5) North 86° 54' 02" West, 309.73 feet; thence

B-6) North 73° 58' 54" West, 1823.92 feet more or less to a point on the northerly line of said Parcel 1; thence along said northerly line

B-7) Along the arc of a non-tangent curve, the center of which bears South 19° 22' 03" East, 482.00 feet distant, through a central angle of 11° 01' 03", for an arc distance of 92.68 feet; thence

B-8) Along the arc of a compound tangent curve, the center of which bears South 8° 21' East, 1632.00 feet distant, through a central angle of 14° 13' 51", for an arc distance of 405.35 feet; thence

B-9) North 4° 50' 13" East, 768.48 feet; thence

B-10) South 83° 34' 21" East, 382.09 feet; thence

B-11) North 6° 30' 01" East, 985.25 feet; thence

B-12) North 6° 27' 43" East, 66.72 feet to the point of beginning.

**Parcel C**

Being a portion of the land shown as Parcel 1 on the map filed in Volume 23 of Surveys at Page 105, Official Records of said County, particularly described as follows:

**Beginning** at a point on the northerly line of said Parcel 1 on said map filed in Volume 23 of Surveys at Page 105, said point also being the most westerly corner of Parcel 7 as shown on the map filed in Volume 21 of Surveys at Page 83, Official Records of said County; thence along said northerly line of said Parcel 1 and common boundary of said Parcels 1 and 7

C-1) South 83° 26' 14" East, 351.31 feet; thence

C-2) South 6° 36' 58" West, 371.08 feet; thence

C-3) North 83° 34' 21" West, 339.76 feet; thence departing said northerly line of said Parcel 1

C-4) North 4° 50' 13" East, 10.81 feet to a point on said boundary line of said Parcel 1; thence along said boundary line

C-5) North 4° 50' 13" East, 361.24 feet to the point of beginning.

END OF DESCRIPTION

Prepared by:  
Whitson Engineers



# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

President's Office

College Area

### New Business Agenda Item No. G

#### Proposal:

That the Governing Board receive a report on the Fort Ord Habitat Conservation Plan.

#### Background:

Two-thirds or approximately 17,000 acres of the former Fort Ord will be designated for habitat reserve purposes. Following the closure of Fort Ord, a biological assessment was prepared to identify threatened or endangered species on site, their critical habitats, and the potential impacts occurring as a result of Army cleanup actions, property management activities and property transfers. The U.S. Fish and Wildlife Service reviewed the assessment and required the U.S. Army to develop and implement a habitat management plan to reduce the effect of impacts on these special status species and their habitat, including any incidental "take" or destruction. The U.S. Army issued its Fort Ord Habitat Management Plan in 1997.

Since then, the Fort Ord Reuse Authority has been overseeing development of the Fort Ord Habitat Conservation Plan (HCP), a planning document that will describe the measures necessary to protect threatened or endangered species and provide the basis for issuance of federal and state permits authorizing incidental take on land where development activities will occur. The HCP ensures that anticipated take of special status species on the former Fort Ord will be mitigated through conservation of habitat required for recovery of the species as a whole. The College has been participating in this effort as the HCP will facilitate the construction of the Public Safety Training Center facilities in Parker Flats and at the MOUT. A public draft of the HCP is expected to be complete in 2014.

#### Budgetary Implications:

None.

☒ **Information Only:** Fort Ord Habitat Conservation Plan Report

**Recommended By:**

Walter A. Tribble  
Dr. Walter Tribble, Superintendent/President

**Prepared By:**

Vicki Nakamura  
Vicki Nakamura, Assistant to the President

**Agenda Approval:**

Walter A. Tribble  
Dr. Walter Tribble, Superintendent/President

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. H

Academic Affairs  
College Area

### Proposal:

To adopt the 2015–2016 College Academic Calendar.

### Background:

The attached recommended 2015-2016 academic calendar follows the format of the current calendar. It conforms to the legal and contractual obligations of the District.

The 2015-2016 academic calendar is being proposed in order to facilitate advanced planning.

This calendar has been developed in consultation with the President/Vice Presidents and the Calendar Committee, which consists of representatives from the Monterey Peninsula College Teachers Association (as per Article 11.4 of the MPCCD and MPCTA/CTA/NEA agreement), Monterey Peninsula College Employees Association (MPCEA, CSEA #245), the Academic Senate, and Associated Students, Monterey Peninsula College (ASMPC).

### Budgetary Implications:

None.

☒ **RESOLUTION: BE IT RESOLVED**, that the 2015-2016 College Academic Calendar be approved as proposed.

**Recommended By:**

  
Dr. Celine Pinet, Vice President, Academic Affairs

**Prepared By:**

  
Leslie Procive, Administrative Assistant IV, VP, Academic Affairs

**Agenda Approval:**

  
Dr. Walt Tribley, Superintendent/President

# Monterey Peninsula Community College District Calendar 2015-2016

Teaching Days Per Month

Wk. #	Month	S	M	T	W	Th	F	S	
<b>FALL SEMESTER – August 24, 2015 through December 17, 2015</b>									
	<b>AUGUST</b>	2	3	4	5	6	7	8	
		9	10	11	12	13	14	15	
		16	17	18	19	(20)	(21)	22	Scheduled Flex Days – August 20 and 21
1		23	24	25	26	27	28	29	Semester begins August 24
2		30	31						6
2	<b>SEPTEMBER</b>			1	2	3	4	5	
3		6	7*	8	9	10	11	12	Labor Day – September 7
4		13	14	15	16	17	18	19	
5		20	21	22	23	24	25**	26	Native American Day Commemoration
6		27	28	29	30				21
6	<b>OCTOBER</b>					1	2	3	
7		4	5	6	7	8	9	10	
8		11	12	13	14	15	16	17	
9		18	19	20	21	22	23	24	
10		25	26	27	28	29	30	31	22
11	<b>NOVEMBER</b>	1	2	3	4	5	6	7	
12		8	9	10	11	12	13*	14	Veteran's Day Observance– November 13
13		15	16	17	18	19	20	21	
14		22	23	24	25	26*	27*	28	Thanksgiving Holiday – November 26 and 27
15		29	30						18
15	<b>DECEMBER</b>			1	2	3	4	5	
16		6	7	8	9	10	11	12	
17		13	14	15	16	17	(18)	19	Semester ends December 17; Scheduled Flex Day-December 18
		20	21	22	23	24*	25*	26	13
		27	28*	29*	30*	31*			<b>TOTAL 80</b>
<b>EARLY SPRING SESSION – January 4, 2016 through January 26, 2016</b>									
	<b>JANUARY</b>						1*	2	
		3	4	5	6	7	8	9	Early Spring Session begins January 4
		10	11	12	13	14	15	16	
		17	18*	19	20	21	22	23	Martin Luther King Day – January 18
		24	26	26	(27)	(28)	(29)	30	Session ends January 26; Scheduled Flex Days January 27, 28 & 29
		31							
<b>SPRING SEMESTER – February 1, 2016 through June 2, 2016</b>									
1	<b>FEBRUARY</b>		1	2	3	4	5	6	Semester begins February 1
2		7	8	9	10	11	12*	13	Lincoln Day – February 12
3		14	15*	16	17	18	19	20	Washington Day – February 15
4		21	22	23	24	25	26	27	
5		28	29						19
5	<b>MARCH</b>			1	2	3	4	5	
6		6	7	8	9	10	11	12	
7		13	14	15	16	17	18	19	
8		20	21	22	23	24	25	26	
		27	28	29	30	31**			March 31 – Cesar Chavez Day
	<b>APRIL</b>						1	2	Spring Recess March 27 to April 2
9		3	4	5	6	7	8	9	
10		10	11	12	13	14	15	16	
11		17	18	19	20	21	22	23	
12		24	25	26	27	28	29	30	20
12	<b>MAY</b>	1	2	3	4	5	6	7	
13		8	9	10	11	12	13	14	
14		15	16	17	18	19	20	21	
15		22	23	24	25	26	27	28	
16		29	30*	31					Memorial Day – May 30
17	<b>JUNE</b>				1	2	(3)	4	Semester ends June 2; Scheduled Flex Day June 3;
17		5	6	7	8	9	10	11	Commencement June 4
									<b>TOTAL 81</b>
<b>SUMMER SESSION – June 13, 2016 through July 22, 2016 (6-week session) June 13, 2016 through August 5, 2016 (8-week session)</b>									
1		12	13	14	15	16	17	18	Summer session begins June 13
2		19	20	21	22	23	24	25	
3		26	27	28	29	30			
3	<b>JULY</b>						1	2	
4		3	4*	5	6	7	8	9	Independence Day – July 4
5		10	11	12	13	14	15	16	
6		17	18	19	20	21	22	23	End of Six-Week Session – July 22
7		24	25	26	27	28	29	30	
8		31							
8	<b>AUGUST</b>		1	2	3	4	5	6	End of Eight-Week Session – August 5

\* Holidays for Classified Staff and Administrators

\*\* Native American Day/Cesar Chavez Commemoration

Non-Teaching Days within Session

( ) Scheduled Flex Days for Faculty

Board Adopted \_\_\_\_\_

**FALL SEMESTER – August 24, 2015 through December 17, 2015**

August 20 and 21	Scheduled Flex Days for Faculty
August 24	Semester Begins
September 7	Labor Day
September 8	Census
November 13	Veterans' Day Observance
November 26, 27 and 28	Thanksgiving Holiday
December 17	Semester Ends
December 18	Scheduled Flex Day for Faculty
December 24	Christmas Eve Observance
December 25	Christmas Day
December 28	In lieu of Cesar Chavez Day
December 29	Admission Day Alternate Holiday for Classified
December 30	Periodic Holiday
December 31	New Year's Eve ½ Day and Spring Holiday ½ Day Observance
January 1	New Year's Day

**EARLY SPRING – January 4, 2016 through January 26, 2016**

January 4	Session Begins
January 18	Martin Luther King, Jr. Day
January 26	Session Ends

**SPRING SEMESTER – February 1, 2016 through June 2, 2016**

January 27, 28 and 29	Scheduled Flex Days for Faculty
February 1	Semester Begins
February 12	Lincoln's Day
February 15	Washington's Day
February 16	Census
March 27 through April 2	Spring Recess
May 30	Memorial Day
June 2	Semester Ends
June 3	Scheduled Flex Day for Faculty
June 4	Commencement

**SUMMER SESSION – June 13, 2016 through July 22, 2016 (Six-Week Session)****June 13, 2016 through August 5, 2016 (Eight-Week Session)**

June 13	Session Begins
July 4	Independence Day
July 22	End of Six-Week Session
August 5	End of Eight-Week Session

*Faculty is required to be on duty a total of 175.5 days. This calendar has 161 teaching days, 7 scheduled flex days, and .5 day of commencement. Each full-time contractual faculty member teaching census week classes must contract individually for another 7 days of flex time.*

*Board Adopted \_\_\_\_\_*



# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. I

Academic Affairs  
College Area

### Proposal:

To approve the proposed courses which have proceeded through the institutional curriculum development process to the point of recommendation to the Board.

### Background:

The courses listed below are recommended by the Curriculum Advisory Committee and endorsed by the MPC administration.

### Budgetary Implications:

When offered, related courses and programs generate instructor and support costs, which are offset by student attendance driven income.

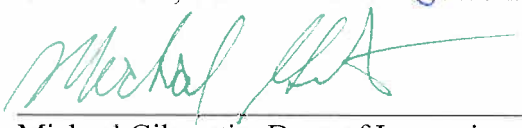
☒ **RESOLUTION: BE IT RESOLVED**, that the following new courses be approved:

ENGL 40A, American Literature I  
ENGL 40B, American Literature II  
ETNC 6, Culture in American Film  
NURS 400, Supervised Nursing Skills Lab  
THEA 58B, Theatre for Young Audiences - Dramatic  
THEA 58C, Theatre for Young Audiences - Classical  
THEA 58D, Theatre for Young Audiences - Original/Experimental  
THEA 60B, Studio Theatre - Dramatic  
THEA 60C, Studio Theatre - Classical

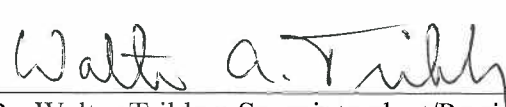
Recommended By:

  
Celine Pinet, Vice President of Academic Affairs

Prepared By:

  
Michael Gilmartin, Dean of Instructional Planning

Agenda Approval:

  
Dr. Walter Tribley, Superintendent/President

## PROPOSED COURSES

### **ENGL 40A**

### **American Literature I**

**3 units**

**3 hours lecture**

#### **Justification**

To comply with SB1440 regulations.

#### **Description**

This course introduces students to America's literary traditions from their beginnings to the second half of the 19th century. Also offered online.

### **ENGL 40B**

### **American Literature II**

**3 units**

**3 hours lecture**

#### **Justification**

To comply with SB1440 regulations.

#### **Description**

This course introduces students to a wide range of American authors and their relationship to major literary and intellectual movements from the second half of the nineteenth century to the present. Satisfies Intercultural Studies requirement for the Associate degree at MPC.

### **ETNC 6**

### **Culture in American Film**

**3 units**

**3 hours lecture**

#### **Justification**

To increase MPC offerings that meet Area C2 Humanities requirements, and to offer a course on the relationship between culture and film in American society.

#### **Description**

This course introduces students to the critical study of the representation and construction of American culture in film. It examines the ways in which ideologies are conveyed through popular film and how technological, industrial, and aesthetic factors affect screen content. It also examines how diverse images of ethnicity, class, and gender are portrayed in film and explores the perspectives and contributions of diverse cultural groups to American film.

**NURS 400****Supervised Nursing Skills Lab****0 units****1.5 to 12 hours lab****Justification**

By adding a non-credit version of the Supervised Nursing Skills Lab, more content emphasis can be added to existing occupational courses in the nursing program, and skills can be enhanced across the various specialties.

**Description**

This non-credit course provides opportunity for students to review current content and procedures taught in nursing courses, and to participate in supervised skills practice.

**THEA 58B****Theatre for Young Audiences - Dramatic****3 units****9 hours lab****Justification**

This course will be part of a "family" of Theatre for Young Audiences performance series. Once accepted, it will replace/augment THEA 58. The A - D family follows that of the main stage productions: A - Comedy; B - Dramatic; C - Classical; D - Original/Experimental.

**Description**

This course provides instruction and supervised participation in rehearsal and performance of a dramatic play/production designed and geared specifically to primarily young audiences.

**THEA 58C****Theatre for Young Audiences – Classical****3 units****9 hours lab****Justification**

This course will be part of a "family" of Theatre for Young Audiences performance series. Once accepted, it will replace/augment THEA 58. The A - D family follows that of the main stage productions: A - Comedy; B - Dramatic; C - Classical; D - Original/Experimental.

**Description**

This course provides instruction and supervised participation in rehearsal and performance of a classical play/production designed and geared specifically to primarily young audiences.

**THEA 58D****Theatre for Young Audiences - Original/Experimental****3 units****9 hours lab****Justification**

This course will be part of a "family" of Theatre for Young Audiences performance series. Once accepted, it will replace/augment THEA 58. The A - D family follows that of the main stage productions: A - Comedy; B - Dramatic; C - Classical; D - Original/Experimental.

**Description**

This course provides instruction and supervised participation in rehearsal and performance of an original or experimental play/production designed for and geared specifically to primarily young audiences.

**THEA 60B****Studio Theatre - Dramatic****3 units****9 hours lab****Justification**

To streamline and group theatre productions into more functional and trackable families of courses. Once adopted, these courses will supplant currently listed production courses THEA 60 - 63.

**Description**

This course provides instruction and supervised participation in rehearsal and performance elements and techniques for an intimate, black box style stage dramatic production.

**THEA 60C****Studio Theatre - Classical****3 units****9 hours lab****Justification**

To streamline and group theatre productions into more functional and trackable families of courses. Once adopted, these courses will supplant currently listed production courses THEA 60 - 63.

**Description**

This course provides instruction and supervised participation in rehearsal and performance elements and techniques for classical production in an intimate, black-box-style venue.

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. J

Human Resources  
College Area

### Proposal:

That the Governing Board ratify the employment agreement with Susan Kitagawa to serve as the Associate Dean of Human Resources from December 23, 2013 through June 30, 2015.

### Background:

Following the solicitation of applications, screening, interviewing and reference checks it is recommended that Susan Kitagawa be employed as the Associate Dean of Human Resources under the terms and conditions of the attached contract.

Ms. Kitagawa has a Bachelor's degree in Women's Studies and Community Studies from the University of California, Santa Cruz and a Master's degree in Human Resources Management and Development from Chapman College. She has been employed by College of the Desert in Palm Desert in various human resources capacities since 1999 and currently serves as the Employee and Labor Relations Manager.

Ms. Kitagawa's initial salary placement is associate dean, step 2 on the administrative salary schedule. Per established procedures her health and welfare benefits will begin on January 1, 2014.

### Budgetary Implications:

Included in budget.

☒ **RESOLUTION: BE IT RESOLVED**, that the Governing Board ratify the attached agreement to employ Susan Kitagawa as the Associate Dean of Human Resources from December 23, 2013 through June 30, 2015.

**Recommended By:** Walt A. Tribley  
Dr. Walter Tribley, Superintendent/President

**Prepared By:** Barbara Lee  
Barbara Lee, Associate Dean of Human Resources

**Agenda Approval:** Walt A. Tribley  
Dr. Walter Tribley, Superintendent/President



## AGREEMENT

This agreement is made and entered into by and between the Monterey Peninsula Community College District, acting by and through the Governing Board of Said Monterey Peninsula Community College District, hereinafter referred to as the District, and Susan Kitagawa, hereinafter referred to as the Associate Dean of Human Resources.

## WITNESSETH

**Length of Contract and Compensation:** That the District agrees to elect and employ and hereby does elect and employ Susan Kitagawa as Associate Dean of Human Resources, a classified administrator, of the Monterey Peninsula Community College District. The term of said employment is to commence on the 23rd day of December 2013 and end on the 30th day of June 2015, at an annual rate of \$111,420 (Associate Dean, Step 2 on the Administrative Salary Schedule). This amount will be pro-rated to actual days worked and payable on the normal payroll date of each calendar month. The District agrees that the Associate Dean will advance to Step 3 on the Administrative Salary Schedule on July 1, 2014 pending satisfactory performance evaluations. Further step progression will be as defined on the administrative salary schedule.

Unless otherwise specified, the Associate Dean of Human Resources shall receive all health and welfare benefits granted management team members.

In addition, the Associate Dean will receive a 5% salary stipend for serving on one or more District negotiating team(s). This amount will be paid as part of the salary installment.

**Work Year:** That the work year for the Associate Dean of Human Resources shall be a twelve month year.

**Vacation:** That the Associate Dean may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be accumulated beyond forty-four (44) days. Board Policy 5575 shall apply to vacation. In the event of termination of employment, the Associate Dean shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

**Leaves:** That the Associate Dean of Human Resources shall be entitled to leaves as enumerated in Board Policy 5570.

**Responsibilities:** That it is hereby further mutually understood and agreed by and between the parties hereto, as follows:

- 1) That Susan Kitagawa accepts said employment for the term and at the compensation stated above and agrees to perform the duties of Associate Dean of Human Resources at the Monterey Peninsula Community College District, whether such duties are imposed by law or required by the District.
- 2) That Susan Kitagawa shall devote her full time to the performance of the duties of Associate Dean of Human Resources of the Monterey Peninsula Community College District.

**Evaluation:** That the Superintendent/President may evaluate and assess in writing the performance of the Associate Dean of Human Resources at any time, and shall do so at least once a year during the term of this agreement.

**Termination:** That the District and the Associate Dean of Human Resources agree to the following provisions:

- 1) **Mutual Consent.** This agreement may be terminated at any time by mutual consent of the District and the Associate Dean of Human Resources.
- 2) **Resignation.** The Associate Dean of Human Resources may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.
- 3) **Non-renewal of Agreement by the District.** The District may elect not to renew this Agreement for any reason by providing six (6) months written notice to the Associate Dean of Human Resources in accordance with Education Code section 72411.
- 4) **Termination for Cause.** The Superintendent/President, upon approval of the Board, may terminate the employment of the Associate Dean for cause as enumerated in Board Policy 5540.

**General:** Unless otherwise specified, Governing Board policies for Management, Supervisory, and Confidential Employees (Series 5500) shall also apply to the Associate Dean of Human Resources.

The terms of the agreement are subject to change by mutual written agreement of the parties hereto.



In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board Chair, and its Superintendent/President, both of whom are duly authorized, and Susan Kitagawa has signed her name signifying acceptance of the terms of this agreement.

By: \_\_\_\_\_  
Charles Brown, Chair, Governing Board  
Monterey Peninsula Community College District

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

By: Walter A. Tribble  
Dr. Walter T. Tribble, Superintendent/President  
Monterey Peninsula Community College District

Date: 11/25/13

By: Susan Kitagawa  
Susan Kitagawa  
Associate Dean of Human Resources

Date: 11/26/13

cc: Personnel File

# Monterey Peninsula Community College District

## Governing Board Agenda

December 11, 2013

New Business Agenda Item No. K

Superintendent/President  
College Area

### Proposal:

To review the attached Calendar of Events.

### Background:

The Trustees request that the Calendar of Events be placed on each regular Governing Board meeting agenda for review and that volunteer assignments be made so that the Trustees become more visible on campus.

Trustees will attend meetings as observers and will not represent the Board's view on issues/topics.

### Budgetary Implications:

None.

☒ **INFORMATION:** Calendar of Events.

**Recommended By:** Dr. Walter Tribley, Superintendent/President

**Prepared By:**

Shawn Anderson

Shawn Anderson, Executive Assistant to Superintendent/President and Governing Board

**Agenda Approval:**

Walter A. Tribley

Dr. Walter Tribley, Superintendent/President

## MPC Governing Board 2013-2014 Calendar of Events

### DECEMBER, 2013

Wednesday, December 11 Fire Academy Graduation, CSUMB University Center Ballroom, 10:00 a.m.  
10:15 am: Uniform Inspection, 10:45 am-Noon: Graduation Ceremony  
Regular Annual Organizing Board Meeting, MPC Library & Technology Center  
1:30pm: Closed Session - Stutzman Room  
3:00pm: Annual Organizing Meeting and Swearing-In Ceremony  
\*Date changed due to MCOE rules for annual organizing meetings

Mon-Fri, December 16-20 Finals Week; Fall Semester ends December 19

Tuesday, December 17 Annual Administrator Holiday Reception, MPC Admin Lobby

**Tuesday, December 24 –** Winter Break

Wednesday, January 1

### JANUARY, 2014

Wednesday, January 2 Early Spring Session Begins

Monday, January 20 Martin Luther King Day Holiday

Wednesday, January 22 Regular Board Meeting, MPC  
1:30pm: Closed Session - LTC Stutzman Room  
3:00pm: Regular Meeting - Lecture Forum 103

Tuesday, January 28 Early Spring Session Ends

Wed-Thur, January 29-30 Flex Days

### FEBRUARY, 2014

Monday, February 3 Spring Semester Begins

Friday, February 14 Lincoln Day Holiday

Monday, February 17 Washington Day Holiday

Wednesday, February 26 Regular Board Meeting, MPC  
1:30pm: Closed Session - LTC Stutzman Room  
3:00pm: Regular Meeting - Lecture Forum 103

### MARCH, 2014

Saturday, March 1 Lobo Hall of Fame – Marriott Hotel (time to be announced)

Wednesday, March 26 Regular Board Meeting, MPC Library & Technology Center  
1:30pm: Closed Session - Stutzman Room  
3:00pm: Regular Meeting - Sam Karas Room

Monday, March 30 First Day of Spring Recess

### APRIL, 2014

Tues-Sat, April 1-5 Spring Recess (March 30-April 5)

Wednesday, April 23 Regular Board Meeting, MPC Library & Technology Center  
1:30pm: Closed Session - Stutzman Room  
3:00pm: Regular Meeting - Sam Karas Room

### MAY, 2014

Friday, May 16 President's Address to the Community, Monterey Conference Center

Monday, May 26 Memorial Day Holiday

Wednesday, May 28 Regular Board Meeting, MPC Library & Technology Center  
1:30pm: Closed Session - Stutzman Room  
3:00pm: Regular Meeting - Sam Karas Room

## MPC Governing Board 2013-2014 Calendar of Events

May Date TBD

MPC Scholarship Awards Ceremony

### JUNE, 2014

Thursday, June 5

Spring Semester Ends

Thursday, June 5

\*Fire Academy Ceremony (date and other details to be confirmed)

Thursday, June 5

\*Latino Ceremony, 6:00pm – LF103 (date and location to be confirmed)

Thursday, June 5

\*Asian Student Assn Ceremony (date and other details to be confirmed)

Friday, June 6

\*Kente Ceremony, 7:00pm- MU101 (date and location to be confirmed)

Saturday, June 7

Faculty Retirement Breakfast, 8:30am (location to be confirmed)

Saturday, June 7

Commencement, 12:00pm – Amphitheatre (line-up at 11:30am in Gym)

Saturday, June 7

Nurse Pinning Ceremony, 3:00pm – Amphitheatre

Monday, June 16

Summer Session Begins

Wednesday, June 25

Regular Board Meeting, MPC Library & Technology Center

1:30pm: Closed Session - Stutzman Room

3:00pm: Regular Meeting - Sam Karas Room

### JULY, 2014

Friday, July 4

Independence Day Holiday

Wednesday, July 23

Regular Board Meeting – Marina Education Center

1:30pm: Closed Session, 3:00pm: Open Session

Friday, July 25

End of Six-Week Summer Session

### AUGUST 27, 2014

Wednesday, August 27

Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting

### SEPTEMBER 24, 2014

Wednesday, September 24

Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting

### OCTOBER 22, 2014

Wednesday, October 22

Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting

### NOVEMBER 19 or 26, 2014

Wednesday, November 19  
or November 26

Regular Board Meeting: 1:30pm, Closed Session, 3:00pm Regular Meeting  
(Date to be determined at December 11, 2013 Annual Organizing Meeting)

### DECEMBER 10, 2013

Wednesday, December 10

Regular Annual Organizing Board Meeting: 1:30pm, Closed Session,  
3:00pm Regular Meeting