

1.0 Process for the Feasibility Study of Donor's Proposal

- 1.1 Donated or cooperative facilities and/or site improvement proposals shall be reviewed either in concept or, if available, in detail with the Chancellor or designee prior to the commitment of any District resources, which includes dedicating any additional staff review time of the proposal.
- 1.2 Proposed projects must meet the use of educational objectives or activities of the District.
- 1.3 When applicable, proposed projects must adhere to the District's overall master plan.
- 1.4 Upon approval by the Chancellor or designee to proceed with the feasibility of such project, District and college personnel may be assigned to jointly review, develop and determine terms, requirements, limitations or restrictions for the project.
 - 1.4.1 One or two individuals may be selected by the Chancellor to be the overall coordinator(s) or contact person(s) with the respective donor.
- 1.5 The feasibility study shall consider the following items, as appropriate:
 - 1.5.1 Estimated cost of the project.
 - 1.5.2 Design plans, blueprints or other documents which specify the details of the proposed project.
 - 1.5.3 Staffing and other cost considerations including operational costs to maintain or operate the facility and/or site improvement.
 - 1.5.4 Time period for the project/contract.
 - 1.5.5 District commitment or obligations as a result of the project, including any requested donor usage of the new/improved facility/site.
 - 1.5.6 Other matters, as deemed appropriate.
 - 1.5.7 Upon completion of the feasibility study and conceptual approval by the Chancellor, the project shall be presented to the Governing Board for consideration.

2.0 Development of Contract or Agreement with Respective Donor

- 1.6 All proposed terms, specific conditions and requirements shall be developed or agreed upon among applicable District and college staff prior to formalization of such terms with donor.
- 1.7 Specific terms, requirements or provisions as defined in Section 3.0 shall be considered in the development of the contract.

3.0 Contract Provisions - Check List

- 1.8 The following items shall be included in any agreement developed for proposed donated or cooperative facility/site projects.
- 1.8.1 Design Plans or Other Description of the Project - All designs, construction plans or specific improvements or changes to such District approved plans shall require the approval of designated District facilities staff. Any architectural or other professional services selected by donor shall require approval of District.
- 1.8.2 Construction/Remodeling/Improvement
- a) During construction or improvement to District facility, the District reserves the right to inspect the progress, workmanship, quality of materials or any other matters relating to the overall progress of the project. District reserves the right to reject any vendor selected for the project.
 - b) The District may engage a construction inspector for the project and related inspection costs may be a cost consideration of the agreement with donor.
 - c) Changes to the construction project as determined by the District are required to be implemented. Cost considerations for such changes are normally included in the cost of the project, unless otherwise agreed to.
 - d) All plans shall be approved by the District and approved changes to plans are an integral part of the contract with donor. Detailed plans must be prepared by the donor.
- 1.8.3 Fund-Raising Activities
- a) Are the responsibility of the donor.
 - b) Prepared brochures and solicitation documents require the approval of designated District/College personnel. District/College name may only be used in fund-raising activity with the express written approval by the college President/Chancellor.
 - c) Progress reports in fund-raising efforts and commitments shall be prepared periodically and reported to designated personnel as necessary.
 - d) Length or termination date of fund-raising activities shall be stated.
- 1.8.4 Funding Considerations
- a) If funds are contributed by donor specifically for the project, construction or the improvement shall not commence until

sufficient funds are on hand to complete the project or an identified phase of the project.

- b) To assure completion of a project or an identified phase, the following options may be considered:
 - 1) Such construction/improvement funds shall be under the joint control of the District and the donor or shall be maintained in an escrow or trust account mutually agreed to by both parties. Disbursements from trust/escrow accounts shall require the joint signatory of District and donor.
 - 2) Provide a performance or completion bond.
 - 3) Other mutually agreeable surety provided by the donor.
- c) The disposition of funds remaining after completion of the project should be stated.
- d) District property shall not be used as collateral or security for any financing arrangements secured by donor which relates to the project.

1.8.5 In-Kind Contributions

- a) Chancellor shall appoint a District representative to oversee the progress of in-kind projects.
- b) All materials and services used and vendors selected shall be subject to the final approval by the District facility staff.
- c) A project shall commence after sufficient donations have been pledged.
- d) A timeline for completion of such projects shall be prepared by the donor.

1.8.6 Title to the Improvement - Upon completion of the project or completion of a phase of the project and upon acceptance of such improvement by the District, said improvement will be conveyed to District.

District shall hold title to all new facilities, improvements, renovations and other related appurtenance on District properties which are developed or cooperatively developed with the organization or individual. Exceptions to these terms require Governing Board approval.

Title to such property/improvement shall be conveyed free and clear of any liens and encumbrances. Such liens or encumbrances are the responsibility of the donor.

1.8.7 Management of the Facility/Improvement

- a) District shall have control and management of completed project which includes the scheduling and use of the facility/improvement. Exception to this condition requires Governing Board approval.
- b) Educational needs and college activities have priority use of the facility/improvement.

1.8.8 Insurance Requirements

- a) Donor shall carry appropriate liability insurance coverage, as determined by the District, during the term of the contract and Workers' Compensation coverage, as appropriate.
- b) For major construction/improvements, builders all risk insurance coverage for one hundred percent (100%) of the project cost shall be secured by the donor. Donor shall maintain such insurance coverage during the construction phase of the project.
- c) Donor shall provide District with certificates of insurance for the required insurance coverage and such coverage shall include the District as an additional named insured.

1.8.9 Indemnification Clause

- a) Donor shall agree to an indemnification clause as determined by the District.
- b) No personal liability whatsoever attaches to any member of the Board of Los Rios Community College District nor any of the officers or employees thereof by virtue of the agreement.

- 1.9 The following items should be considered in any agreement developed for proposed donated or cooperative facility/site projects. As appropriate, items should, in general, be considered and possibly included in the discussions with the donating organizations and/or included in the contractual agreement.

1.9.1 Operational Costs - Impact on Operations

- a) Additional staffing requirements, including custodial, grounds and other support services.
- b) Additional utility costs.
- c) Impact on existing utility systems/parking areas and other areas.
- d) Additional operational costs, including maintenance requirements.
- e) Additional insurance coverage and added exposures with the use of the completed project.
- f) Replacement costs of expendable or consumable items.
- g) Replacement cost of donated project.

If such costs have a major impact on operations and maintenance, an establishment of an endowment fund to provide financial support for such on-going added operational costs should be considered.

In any event, all estimated operational and staffing costs should be identified and presented as part of the proposal to be reviewed by the Chancellor and the Governing Board.

1.9.2 Proposed Usage Agreements - Should donor request certain use privileges, the following provisions need to be considered in the development of a use agreement.

- a) District/College educational and other sanctioned activities have priority over all other uses.
- b) Use agreements shall not extend more than a certain period of time as specified in the Education Code and other regulations or as determined by the Governing Board of the District. (Educ. Code 81392)
- c) No use shall be inconsistent with the use of the buildings and grounds for college purposes or interfere with the regular conduct of instruction.

2.0 As appropriate, the Chancellor or designee shall be kept informed of the progress of the proposed project or the status and terms of the proposed contract.

3.0 As appropriate, the Chancellor shall present the proposed project to the Governing Board for review, comment and/or approval to proceed with the finalization of contract terms.

4.0 All proposed agreements for donated or cooperative projects require the approval of the Governing Board.

LRCCD

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