OHZONE COMMUNITY COLLEGE DISTRICT
BOARD RESOLUTION NO. 20/13-14

RESOLUTION OF INTENTION TO LEASE SCHOOL
PROPERTY NOT NEEDED FOR SCHOOL CLASSROOM
BUILDINGS AND FIXING THE TIME AND PLACE AT
WHICH BIDS TO LEASE SHALL BE CONSIDERED

The Board of Trustees of the Ohlone Community College District, in regular and
open meeting, finds and resolves as follows:

WHEREAS, the Ohlone Community College District (sometimes herein called the
“District”) owns real property located in the City of Fremont, County of Alameda, State of
California, consisting of approximately 15.0 acres, sometimes referred to as Sites A-1, B-1
and B-2 located on the eastern side of Mission Boulevard, Fremont, California (hereinafter
called “Surplus District Property” or the “Property”), which Surplus District Property is
more particularly described in a document entitled the “Surplus Property Description”
which is on file and available for inspection at District Administrative Services, located at
Room 20-206, Building 20, Ohlone College, 43600 Mission Boulevard, Fremont, CA
94539; and

WHEREAS, this Board has previously found that the Surplus District Property is
not now, and will not at the time of delivery of possession be needed by the District for
school classroom buildings; and

WHEREAS, this Board has determined that it is in the best interest of the District to
lease the Surplus District Property to a responsible bidder;

NOW, THEREFORE, BE IT RESOLVED, that this Board hereby declares its
intention to commence the process necessary to lease the Surplus District Property in
accordance with applicable law on terms and conditions which are hereinafter set forth; and

BE IT FURTHER RESOLVED, that Notice is hereby given that all sealed, written
proposals (bids) for the lease of the Surplus District Property must be delivered to Ron
Little, Vice President, Administrative Services, Room 20-206, Building 20, Ohlone
College, 43600 Mission Boulevard, Fremont, CA 94539 prior to 5:00 p.m. on Wednesday,
April 9, 2014. No sealed bids will be accepted after 3:00 p.m.; and

BE IT FURTHER RESOLVED, that this Board hereby authorizes Ron Little, Vice
President, Administrative Services, to receive and open sealed proposals to lease and to call
for oral bids; and

BE IT FURTHER RESOLVED, that Notice is hereby given that this Board fixes
4:00 p.m. on Wednesday, April 9, 2014, at Ohlone College, Room 7101 (Fremont Main
Campus) 43600 Mission Boulevard, Fremont, CA 94539, as the time, date, and place for
opening, examining, declaring, and considering the sealed bids which have been received, and for the calling for and considering of oral bids; and

BE IT FURTHER RESOLVED, that the Surplus District Property may be leased under the following terms and conditions:

1. The Property may be leased as more particularly hereinafter set forth. The District prefers a single tenant to master lease and develop the entire Surplus District Property and will not consider separate bids from prospective tenants to develop only retail or only residential housing on a portion of the Property.

2. Each written bid must be submitted on the District’s Bid Form, available upon application at the Ohlone Community College District from Ron Little, Vice President, Administrative Services, Room 20-206, Building 20, Ohlone College, 43600 Mission Boulevard, Fremont, CA 94539. Each bidder, at the time of submission of its bid, must deliver to District a certified check or cashier’s check in the amount of Eighty Dollars ($80,000.00) as an initial bid deposit (“Initial Deposit”) payable to the Ohlone Community College District. The Initial Deposit shall not be placed in escrow but shall be held by the District. The completed Bid Form must be placed in a sealed envelope marked “Bid for the Surplus District Property”.

3. At the time and place set forth for the opening and examination of bids, upon a call for oral bids at said session, any responsible person, upon submitting to Ron Little, Vice President, Administrative Services, a certified check or cashier’s check in the amount of Eighty Thousand Dollars ($80,000.00), may offer to lease the Surplus District Property upon the terms and conditions set forth in this resolution and notice for a price exceeding by at least five (5%) percent of the highest of said written proposals submitted. No final acceptance of an oral bid shall be made until the oral bid is reduced to writing on the District’s Bid Form, signed by the offerer, accompanied by an initial Deposit and submitted to the District on or before 3:00 p.m. on April 10, 2014.

4. The final acceptance or rejection by the Board of a written or oral bid may be made during a session of this Board to be held on Wednesday, April 16, 2014 at 7:00 p.m., or as otherwise determined by this Board. After acceptance of a bid (the “Bid Award”), the District and the successful bidder shall enter into negotiations of a ground lease for the Property consistent with the provisions of the accepted bid and containing other provisions as the District may require (“Lease”).

5. This Board reserves the right to reject any and all bids, written or oral, and to withdraw the Property from being leased. This Board also reserves the right to waive any and all defects in bids and to waive technicalities. The Board reserves the right to determine who is a responsible bidder, and to accept a bid that may not be the highest bid, based upon multiple factors that may be considered by the Board to the extent the California Community College Board of Governors allows such factors to be considered. If the District accepts a bid, the District may accept the highest bid made by a responsible bidder that materially conforms to the terms and conditions specified in this Resolution, or...
it may accept a bid that is not necessarily the highest bid pursuant to the District’s Request for Waiver of Education Code Section 81370(b) allowing the District to accept such a bid, which Request has been made to and approved by the California Community College Board of Governors.

6. Time is of the essence in all terms and conditions of the Lease and of the terms of this Resolution as set forth herein.

7. The Lease shall be made without warranty, express or implied.

8. The bidder is responsible for inspecting the Property prior to submitting a bid. The District makes no warranties whatsoever concerning the exact area of the site, or the condition of the site, or any of the improvements thereon. Bidder, at its expense, shall be responsible for obtaining any subdivision of the Surplus District Property from the rest of the District’s lands sufficient to create legal parcels consistent with the property descriptions contained herein.

9. Upon final acceptance by the District, if any, of a bid, the Initial Deposit of the unsuccessful bidders will be returned to them.

10. The bidder acknowledges the City of Fremont’s current land use and zoning designation on the Property.

11. The time within which any obligation set forth herein is to be performed may be extended by the District at the sole option of the District. The District is under no obligation to grant any said extension other than those specifically set forth in the following paragraphs. Said extension, if any, shall be granted in the District’s absolute discretion where said extension would, in the District’s absolute discretion, be of benefit to the District.

12. The bidder’s rights and obligations shall not be assignable without the prior written consent of the District. Said consent may be granted or withheld at the District’s sole discretion.

13. In the event any legal action or litigation is undertaken by the District to enforce the provisions of the bid and agreement to lease, the bidder agrees to pay reasonable attorney fees incurred by the District.

14. A leasehold interest to the Property shall be conveyed in accordance with the terms hereof by a written lease to be written and subject to all liens, encumbrances, or other cloud on title that may affect the Property, whether of record or not.

15. The Initial Deposit shall become non-refundable and shall belong to the District without further action upon final acceptance of the bid by the Board. In the event the successful bidder fails to execute the Lease and consummate the transaction as described herein, the Initial Deposit and the shall be forfeited by the bidder and retained by
the District as liquidated damages for the period the Property has been kept off the market due to the acceptance of said successful bid. The foregoing is without limitation or waiver of all other equitable and legal rights and remedies of the District with respect to said successful bidders' failure to execute the lease and consummate the transaction, including without limitation an action at law for damages. District shall have the right, in its sole and absolute discretion, to terminate negotiations with the successful bidder at any time after the one hundred eightieth (180th) day after the Bid Award in the event a Lease has not been signed by such time. In such an event, the Initial Deposit shall be kept by the District.

The following is a summary of deposits required and it's disposition:

<table>
<thead>
<tr>
<th>When Deposit Made</th>
<th>Amount</th>
<th>Becomes Nonrefundable</th>
<th>Returned by District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Deposit at time Bid Submitted</td>
<td>$80,000</td>
<td>Upon award of Bid to bidder</td>
<td>Upon Rejection of Bid</td>
</tr>
</tbody>
</table>

16. The transaction shall be consummated through an escrow to be opened by the parties. The parties may waive the use of an escrow if mutually approved. All escrow and other costs shall be the responsibility of the successful bidder.

17. The Lease shall be subject to such other terms and conditions as the District may require, including but not limited to District's review and approval of the status of the entity making the bid. District's acceptance of a bid shall not constitute a binding agreement with District for the lease of the Property, and any such binding obligation to lease shall occur, if at all, upon the execution of the Lease. In the event District and the successful bidder are not able to agree on all terms of the Lease, then the District may terminate negotiations with the successful bidder and/or request new bids to lease. All deposits held by District shall be retained by District to the extent each such deposit has become non-refundable. If negotiations are terminated by the District as provided herein, such termination shall be without penalty or liability of the District to the successful bidder.

18. The minimum basic terms to be included in the Lease are as follows (the successful bidder shall henceforth be referred to herein as "Lessee"):

18.1. TERM: The initial term shall be Sixty (60) years. The Term shall commence upon execution of the Lease. ("Lease Commencement Date "). Lessee shall have one option to extend the Lease Term for an additional Thirty (30) years ("Option ") on the same terms and conditions set forth in the Lease except that Base Rent may be reset as provided herein. As used herein, "Term " shall refer to Sixty (60) years plus an additional Thirty (30) years if the Option is exercised by Lessee.
18.2. **USE:** The use of the Property shall be mixed retail and housing, consisting of approximately 300 units or more of residential rental housing and approximately 20,500 square feet or more of retail space ("Project"). Non-residential use shall be approved by the Lessor and such approval will not be unreasonably withheld.

18.3 **BASE RENT:** The Base Rent ("Base Rent") will be at least Six Hundred Thousand Dollars ($600,000.00) per year in monthly installments. The Base Rent shall commence being paid as follows: (a) on the first day of the month immediately following the issuance of the first certificate of occupancy for a residential structure on the Property, or the expiration of at least Twenty-four (24) months from the Lease Commencement Date, whichever occurs sooner, Lessee shall commence paying a portion of the Base Rent in the amount of Twenty-Five Thousand Dollars ($25,000.00) per month; (b) on the first day of the month immediately following the issuance of a certificate of occupancy such that certificates of occupancy have been issued for more than 150 residential units on the Property, Lessee shall pay an additional portion of the Base Rent in the amount of Eighteen Thousand Seven Hundred Fifty Dollars at least ($18,750.00) per month; (c) on the first day of the month immediately following the issuance of one or more certificates of occupancy for one or more commercial retail structures on the property whose rentable square footage totals more than 7,000 square feet, Lessee shall commence paying a portion of the Base Rent in the amount of at least Six Thousand Two Hundred Fifty ($6,250.00) per month; (d) the above provisions regarding the commencement of Base Rent notwithstanding, all Base Rent shall commence being paid monthly in the amount of at least Fifty Thousand Dollars ($50,000.00) per month upon the first day of the 37th month of the Lease Term.

18.4. **PERIODIC BASE RENT ADJUSTMENT:** Upon the occurrence of any of the events described below, Base Rent may be increased. The Base Rent will be reset based on the mutual agreement of the Lessor and Lessee and if they cannot agree, then the Base Rent shall be reset pursuant to an appraisal process described below. The events which shall trigger the resetting of Base Rent are: (a) the expiration of thirty (30) years following the Lease Commencement Day; (b) the exercise of the Option by Lessee; (c) if during the Term, any change occurs in the allowed use, zoning, or amount of square footage of the Project which enhances the value of the Project. In the event an appraisal process is required to determine the new Base Rent, Lessor and Lessee shall each select a qualified appraiser and each appraisal shall offer an opinion as to the fair market rental value of the Property. If the two opinions are within a range of 10%, then the
opinions shall be averaged and said average shall become the new Base Rent. In the event the two opinions are not within 10% of each other, then the two appraisers previously selected shall agree upon a third appraiser who shall offer an opinion on the fair market rental value of the Property. The amount of the third opinion shall be averaged with one or both of the other opinions if one or both of the first two opinions are within 10% of the third opinion and if not, then the third opinion shall be averaged with the opinion that is closest to the third opinion and that average shall become the new Base Rent. In no event shall Base Rent be reduced as a result of the periodic Base Rent adjustment process set forth herein.

18.5 BASE RENT ESCALATION: The Base Rent shall be increased at least every five (5) years during the Term of the Lease. The increase shall equal the percentage of change in the Consumer Price Index (CPI) published by the U.S. Department of Labor’s Bureau of Labor Statistics for All Urban Consumers for the Urban San Francisco/San Jose Bay Area. The first increase shall occur no later than the first day of the sixth year of the Term and shall occur no later than very five years thereafter during the Lease Term (“Rent Adjustment Date”). Base Rent as adjusted from time to time, shall be increased by a percentage at least equal to the increase of the CPI from the date the Lease is executed or the most recent Rent Adjustment Date, whichever is later, to the then current Rent Adjustment Date. In no event shall Base Rent be reduced.

18.6 ADDITIONAL RENT: In addition to Base Rent, Lessee shall pay additional rent (“Additional Rent”) to Lessor as follows:

a. Lessee shall pay at least One Million Dollars ($1,000,000) to Lessor upon the execution by Lessee of documentation which will provide financing for the construction of the first phase of the construction of the Project.

b. The non-residential portion of the Project shall consist of at least approximately 20,500 square feet of retail space. Upon completion of the construction of the retail structures and the subletting thereof by Lessee, for valuable consideration, Lessee, shall transfer the subleases to a third party buyer. The subleased retail assets shall be transferred within the first ten (10) years of the Lease Term. The consideration received by Lessee, from the transfer shall be used as follows:

i. First, to reimburse Lessee for its development cost and cost of construction directly related to the assets
being transferred. Said reimbursed costs shall be reviewed and approved by Lessor.

ii. Second, to reimburse Lessee for reasonable closing costs incurred for the sale and transfer of said subleases. Said closing costs shall be reviewed and approved by Lessor.

iii. The remaining proceeds, ("net proceeds") shall be distributed at least 75% to Lessor and no more than 25% to Lessee. The terms and conditions of any such transfer shall be subject to the reasonable approval of Lessor and the transfer shall be subject to the terms and conditions that will be set forth in the Lease with regard to transfer, assignment, or subletting of all or a portion of the premises which are governed by the Lease. More specific terms shall be set forth in the Lease with regard to what costs and expenses shall be reimbursed or paid pursuant to subparagraphs (a) and (b) above.

18.7 POSSESSION: Possession of Parcels A-1 and B-1 shall be delivered June 15, 2015. Possession of Parcel B-2 shall be delivered February 1, 2016.

18.8 DUE DILIGENCE: Prior to the Bid Award, Lessee may conduct its own due diligence investigation of the Property, at its sole cost and expense, which investigation may include:

a. Lessee’s review of the condition of title to the Property.

b. Lessee’s review of the physical condition of the Property, including without limitation: soil and ground water conditions, the stability and load bearing capacity of the soil; the presence of hazardous material on the Property or the potential for migration of hazardous material onto the Property from other properties; archeological and geological matters; and any matters deemed appropriate by Lessee. Lessee or its agents and contractors will have the right to enter the Property to inspect it and conduct tests. Prior to entry, Lessee will execute an indemnity prepared by Lessor to indemnify Lessor against any losses resulting from such entry or inspection, though, not from diminution in value due to discovered defect.
c. Lessee’s review and evaluation of the Property’s intended use in all respects, including without limitation, all matters with respect to zoning, access, availability of utilities and infrastructure and any other matters deemed appropriate by Lessee.

d. Lessee’s review of any existing plans, specifications, correspondence with governmental agencies and marketing studies relating to the Property, including environmental. Lessor will make available to Lessee documents, records, reports, surveys, governmental approvals, and other documentary information in Lessor’s possession which relate to the use, occupancy, or condition of the Property.

18.9 CONDITION OF PROPERTY: Lessee shall accept the Property in its “as-is” present condition, subject to limited representations and warranties as follows: Lessor will represent that, to Lessor’s current actual knowledge, (i) Lessor has not received any written notice that the Property is in violation of applicable laws, (ii) there are no pending or threatened condemnation proceedings, governmental investigations or any other litigation or other proceedings that affect the Property, (iii) Lessor has not received any written notice of presence of any hazardous material on, in, under or adjacent to the property except for permitted hazardous materials used in conjunction with Lessor’s operations or as otherwise disclosed.

18.10. DESIGN APPROVAL: All improvements to be placed on the Property by Lessee shall feature an attractive, upscale, aesthetically-pleasing, high-quality, first-class appearance and design, and the design of the improvements shall be subject to approval by Lessor. The process for approval of the design of the improvements shall include public review, comment and advice.

18.11. MAINTENANCE AND PROPOSED NONRESIDENTIAL TENANTS: Once built, all improvements shall be maintained in good repair and condition at all times by Lessee at its sole cost and expense. Lessor shall have the right to approve any proposed nonresidential tenant, which approval shall not be unreasonably withheld.

18.12 DEPOSIT: In the event that Lessee is the successful bidder pursuant to the Bid Process, then the Eighty Thousand Dollars ($80,000) deposit shall become non-refundable and shall be applied to the Base Rent.
18.13 BROKERAGE COMMISSIONS: Lessor and Lessee each will indemnify the other against any claims for brokerage commissions or finder’s fees.

18.14 GUARANTY: Lessee will provide a guaranty for the completion of the construction of proposed improvements to the Property and will also guarantee the payment of Base Rent and Additional Rent during the first sixty (60) months of the Lease Term.

18.15 LESSEE RESPONSIBILITIES: Lessee, at its sole cost and expense shall be responsible for all aspects of the proposed development of Property, including but not limited to: securing all necessary government approvals for the Project; securing all necessary environmental approvals for the Project; securing all necessary subdivision approvals for the Project and obtaining all necessary financing required to complete the Project. The parties acknowledge that the Property will require a vesting parcel map to create the parcels that are contemplated herein. The Lessee will be responsible for the clean-up of hazardous materials, if any, that are discovered on the Property.

18.16 NO SUBORDINATION: The fee interest in the Property shall not be subordinate to the leasehold interest in the Property.

18.17 TAXES: Lessee shall pay all possessory interest taxes, real property taxes and any other taxes related to the Property or Project.

18.18 CONDITIONS PRECEDENT TO LESSEE’S PERFORMANCE. Upon execution of the Lease, there shall be no conditions precedent to Lessee’s performance thereunder except for the following: Within thirty (30) months from the Lease Commencement Date, Lessee shall obtain from the City of Fremont zoning and environmental approval for the development of at least 250 residential units on the Property and at least 15,000 square feet of commercial space on the Property. If Lessee is not able to obtain said zoning and environmental approvals within the thirty (30) month period, then Lessee may terminate the Lease by giving at least sixty (60) days prior notice to the Lessor between the period commencing on the first day of the 31st month of the Term and expiring on the last day of the 36th month of the Term.

18.19 MISCELLANEOUS PROVISIONS: The parties acknowledge that no site preparation for construction on the Property will be permitted prior to June 15, 2015 for Parcels A-1 and B-1 and not until February 1, 2016 for Parcel B-2. Lessee agrees to establish a system to prioritize rental housing availability to Lessor’s students, faculty
and staff. The specific terms of such priority policy shall be mutually agreed upon. At the sole option of Lessor, upon termination of the Lease, Lessee, at its sole cost and expense, shall remove all improvements it has made to the Property during the term of the Lease.

19. Each bidder should include in its bid its proposal regarding any additional terms of the Lease.

20. After the Bid Award, no conditions shall exist to Lessee’s performance under the Lease, except that the Lease shall be subject to final approval by the City of all necessary land use/planning, zoning, environmental and building approvals for development of the Property as described in Paragraph 18.21 herein...

21. District’s obligations to lease the Property will be subject to the following conditions:

   A. Accompanying the submission of a bid, Lessee shall provide District with information regarding the financial condition of Lessee and Lessee’s guarantor(s), including but not limited to: information demonstrating the overall financial strength of the development team and demonstrating the ability to provide necessary capital for funding predevelopment activities, securing construction and permanent loan financing, providing required equity either directly and/or with capital partners, and providing funding for ongoing operations (including maintenance, reserves, etc.). The information shall also demonstrate Lessee’s involvement in financing structures for projects similar to the proposed Project and provide any information which would indicate a current relationship with financial resources who have demonstrated an interest in financing the proposed Project. This information may include current prospectuses, financial statements, balance sheets and income statements.

   Lessee shall provide information to demonstrate its experience and ability to operate facilities similar to the proposed Project.

22. All light, heat, power and utilities to be paid by Lessee.

23. Lessee is to pay all costs associated with Lessee’s activities concerning the Property.

24. Lessee to pay all insurance charges during the lease term, including liability insurance in an amount to be mutually agreed upon by the parties and District shall be named as an additional insured.
25. Lessee may construct improvements. Lessee acknowledges that all improvements and their design shall be subject to approval by the District and the City. The design of all improvements shall be subject to District’s reasonable approval and shall be submitted to District for review and approval prior to Lessee’s submission to the City of its application for entitlements. The District’s desires for the specific areas and types of uses to be developed by Lessee, include retail and housing. The District will consider all site plan proposals. The number and type of affordable housing units shall be as required by the City of Fremont Inclusionary Housing Program. The position of buildings shall enhance visibility corridors from Mission Boulevard to the upper campus of the District Property where feasible. The olive tree lanes along Mission Boulevard and running east and west to the upper campus of the District Property shall be substantially preserved. All construction shall be at Lessee’s cost in accordance with permissible lease use, District’s approval (which shall not be unreasonably withheld), and applicable laws. All improvements to be constructed by or on behalf of Lessee shall feature an aesthetically-pleasing, upscale, attractive, high-quality, first-class appearance and design. The development shall include a vibrant, active mixed-use concept, including community/neighborhood serving retail uses and services and housing all designed to compliment and enhance the historic character of the Historic Mission San Jose District. The development should also include active pedestrian plazas oriented to Mission Boulevard incorporating the historic olive promenade as a key design element and community amenity and include pedestrian linkages to the core campus area. Lessee acknowledges that the process for approval of the design of the improvements may include public review, comment and advice.

26. Lessee shall be responsible, at its cost, for obtaining all necessary entitlements. Lessee shall pay all expenses associated with the development and use of the Property. Lessee shall indemnify, defend and hold District harmless from any expense or liability arising from or with respect to the development, construction, improvements, possession and/or use of the Property.

27. Lessee shall defend and hold District harmless with respect to mechanics’ and materialmen’s liens in connection with improving the Property. Lessee and District shall negotiate regarding further assurance concerning protecting District and District’s interest from mechanics’ and materialmen’s lien claims.

28. Improvements shall remain the property of Lessee, except that on expiration or termination of the Lease, such improvements become the property of the District, at no cost or expense of District except as otherwise specifically provided in the Lease. Lessee, at its sole cost and expense, shall remove all improvements, at District’s option, upon expiration or termination of the Lease, except as otherwise specifically provided in the Lease.
29. The Lease shall also contain clauses concerning without limitation, hypothecation, eminent domain, prorations, quiet enjoyment, District’s right of inspection, waste, surrender, notice, District’s remedies, interpretation of documents, and force majeure.

30. Lessee agrees to work with District to negotiate tenancies that may encourage a mutually beneficial relationship between the District and Lessee. Lessee shall not assign or transfer its interest in the Lease without the prior written consent of Lessor who shall establish standards in the Lease for the financial strength, experience and reputation of the proposed transferee.

31. All mineral rights shall be reserved to the District.

32. Lessee may encumber the leasehold interest but in no event shall the fee interest in the Property be subordinated to any leasehold mortgage.

33. The Lease shall contain customary provisions, including but not limited to assignment, amendment, alteration, casualty, condemnation, mortgages, and lender’s provisions for default notice and opportunity to cure, estoppels, nondisturbance and attornment, provided that such terms are consistent with the terms contained in the accepted bid, as well as such other terms and conditions as District and Tenant may agree.

BE IT FURTHER RESOLVED, that the amounts paid by Lessee and designated as non-refundable, are reasonable estimates of the damages that at the time might be otherwise difficult to fix and ascertain. The Lessee agrees that by submission of a bid, that said amounts are reasonable estimates of damages and agrees that said amounts shall be retained by the District as liquidated damages, and not as penalty.

BE IT FURTHER RESOLVED, that the Secretary of this Board is hereby directed to post copies of this Resolution and Notice signed by the President of this Board in three public places in the District not less than fifteen (15) days before the date of said public meeting referred to above, and to publish a copy of this Resolution and Notice not less than once a week for three (3) successive weeks before the date of said public meeting in a newspaper of regular circulation in the District.

PASSED AND ADOPTED by the Governing Board of the Ohlone Community College District by the vote of not less than two-thirds (2/3) of its members on the 12th day of February, 2014 as follows:

AYES: Bristow, Cox, Giovannini-Hill, Larsen, Watters, Bonaccorsi, Yee

NOES: None

ABSENT: None
I, Gari Browning, Secretary of the Board of Trustees of the Ohlone Community College District, do hereby certify the foregoing is a full, true and correct copy of a resolution adopted by the Board of Trustees at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated above, which resolution is on file in the office of the Board of Trustees.

Gari Browning, Secretary
Board of Trustees, Ohlone Community College District

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