The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board may fill out a card and give it to the Recording Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Pamela Mize-Kurzman at 485-9414. Notification at least 24 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Persons desiring to address the Board on items not on the agenda may speak under item number “B.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Closed Session – 4:30 p.m. in SS A&B, Kentfield Campus

1. Call to Order, Roll Call and Adoption of Agenda

a) Request for Public Comment on Closed Session Agenda

2. Closed Session: To consider and/or take action upon any of the following items:

(a) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Relative to the following organizations representing employees: United Professors of Marin (AFT/UPM), California School Employees Association (CSEA), Service Employees International Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)

(b) Significant exposure to litigation pursuant to subdivisions (b) of Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation

(c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/ SEPARATION

(d) STUDENT DISCIPLINE (Education Code 72122)
REGULAR MEETING AGENDA
Deedy Staff Lounge, Kentfield Campus – 6:30 p.m.

B. Reconvene to Regular Meeting

1. Call to Order (1 minute)

2. Approval of Minutes (4 minutes)
   • Minutes of January 30, 2007 Special Board Meeting (Retreat)
   • Minutes of February 13, 2007 Regular Board Meeting
   • Report of Closed Session for March 13, 2007 Board Meeting

3. Citizens’ Requests to Address the Board on Non-Agenda Items (10 minutes)

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions
      1) Resolution in Support of March as Women’s History Month
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests
   e. CEO Report to Board on WASC Compliance

5. Chief Executive Officer’s Report (5 minutes)
   a. Staff Reports (25 minutes)
      (1) COMet Update (Al Harrison)
      (2) Budget – Assumptions (Al Harrison)
      (3) Phi Theta Kappa (Anita Martinez/Arnulfo Cedillo)
      (4) Modernization Update (V-Anne Chernock)
      (5) Program Review Update (Anita Martinez/Yolanda Bellisimo)
      (6) Enrollment Update (Anita Martinez)

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Association Report (5 minutes)
9. Board Study Session (30 minutes)
   a. Unfunded Liability Presentation (Al Harrison)

10. Items for Possible Future Board Action (5 minutes)
    a. Draft Memorandum of Understanding with Sonoma State University – Hosting Simulation Equipment
    b. Athletic Field Conditions
    c. COM Mission Statement (April)
11. Consent Calendar Items (Roll Call Vote) (10 minutes)

The Superintendent/President recommends that the Board of Trustees approve the following Consent Calendar Items:

A. Calendar of Upcoming Meetings & Other Special Events

All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) as noted and other special events:

March 27  
Board Study Session – 4:30 to 8:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

April 17  
Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

May 15  
Board Study Session – 1:00 to 5:00 p.m., Ohlone 106, IVC
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

June 12  
Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

June 26  
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
Tentative Budget Adoption

July 17  
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

August 28  
Regular Meeting – 6:30 p.m., Ohlone 106, IVC
Final Budget Adoption

September 18  
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

October 9  
Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

November 13  
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

December 11  
Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

President’s Circle Breakfast – May 1, 2007, 7:30 a.m., Embassy Suites, 101 McInnis Parkway, San Rafael

Commencement – May 25, 2007, 7:00 p.m., Gymnasium

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:

1. Appointment of Classified Personnel
2. Request for Leave of Absence/Uncompensated Leave
C. **Academic Personnel Recommendations.** Approve the Academic Personnel Recommendations.
   1. Approval of Continued Employment of Academic Contract Faculty
   2. Change of Academic Personnel Assignment

D. **Short Term Hourly Positions**

E. **Budget Transfers – Month of February - FY 2006/07**

F. **Warrant Approval**

G. **Adopt Procedure for Publication, Outreach and Selection of Citizens’ Oversight Committee (COC)**

H. **Approve Resolution Authorizing the Issuance of Tax and Revenue Anticipation Notes (TRANS) for Fiscal Year 2007/08.**

I. **Modernization (Measure C) Contracts**
   1. Professional Services Contracts
      (a) New Short Form Contracts - **none**
      (b) New Long Form Contracts - **none**
      (c) Full Contracts/Ratifications - **none**
      (d) Amendments (Short-Form Contract)
         (i) Testing & Inspections Services
         Storm Drain Repairs Project #401A – Kleinfelder, Inc.
         Amendment #2
         (e) Amendments (Long-Form Contract) - **none**
   2. Construction Contracts
      (a) Bid Awards - **none**
      (b) New Contracts – **none**
      (c) Ratifications – **none**
      (d) Change Orders – **none**
      (e) Notices of Completion - **none**

J. **Authorization to Initiate Projects (Measure C) - none**

K. **Miscellaneous (Measure C)**
   1. Disposal of Surplus Property

12. **Other Action Items (10 minutes)**
The Superintendent/President recommends the Board of Trustees approve the following Action Items:

A. **2007 California Community College Trustees (CCCT) Board Election**

B. **Approve Resolution Authorizing Participation in Retiree Health Benefit**
Joint Powers Agency and Approving Agreement Administered by California Community College League (CCLC)

C. Authorize Purchase of Bi-Fuel (Gas/Ethanol) Maintenance Vehicles

D. Accept Measure C Bond Program - District Architect’s Summary Documents

E. Approve Measure C Bond Program - District Architect’s Summary Documents

F. Approve Revised Long-Form Contract for Architectural Services

G. Release Retention for Bond Program Consulting Contracts

H. Project Initiation Form (PIF) - Power Plants at IVC (Project #407A)

I. Student Discipline (Education Code 72122)

13. Information Items (5 minutes)


   B. College of Marin Mission Statement Annual Review

   C. District Responses to Trustee Treanor’s Questions About Long-Form Architect Contract

   D. SWACC Action Plan

14. Correspondence
Correspondence in Board Packets

15. Board Meeting Evaluation (5 minutes)

16. Adjournment
Call to Order, Roll Call and Adoption of Agenda

The Board of Trustees of the Marin Community College District held a special Board meeting (retreat) on Tuesday, January 30, 2007, in the Oak Room of the Marin Community Foundation, 5 Hamilton Landing, Suite 200 in Novato, all members having received notice as prescribed by law. Board President Treanor called the meeting to order at 10:10 a.m. All members were present except Student Trustee Sandfort.

M/s (Moore/Long) to approve the agenda as presented. The motion passed unanimously (7-0).

Comments from the Public

There was no one present who wished to address the Board on the items listed on the agenda.

New Business

Board President Treanor presented an overview of the retreat, noting that Trustees would be discussing ways to improve their meetings and working relationship, reviewing COM’s Mission Statement and 2007-08 Board budget priorities, reviewing the Superintendent/President and Board evaluation process, and discussing Trustee information needs. She distributed copies of an article from Board Focus, a Community College League of California publication, entitled “Preventing Micromanagement – Creating High Performance Boards.”

Review Mission Statement

President White reminded the Board that WASC requires an annual review of our Mission Statement. Board members offered suggested changes which will be further reviewed and routed through the shared governance approval process. COM Board policy calls for review of the Mission Statement annually at the March Board of Trustees meeting and approval at the April Board meeting.
Review, Revise or Recommit to 2007-2008 Board Budget Priorities

Trustees commented on the 2007/08 Board Goals and Budget Priorities which were approved at the September 19, 2006 Board meeting. There was considerable discussion on the need to develop a Board policy or process for defining an appropriate level of reserves. Board members made suggestions that will be further discussed and incorporated into the Board’s budget priorities for 2008-09.

Vice President Martinez reported on our long-term strategy for growing enrollment. She noted that we have increased our ESL program, are trying to build a more robust night program, and are offering more courses at IVC. She noted that we will soon be calling for a second round of volunteers for program review pilots and reported that staff are starting to understand that program review can be a way to obtain money for their programs. Vice President Martinez called the Board’s attention to other activities in progress: business progress analysis, work plan development, and possible changes in department structure. Board members expressed their appreciation to Vice President Martinez for providing tremendous leadership.

President’s Evaluation Process

Trustee Long, who previously chaired the President Evaluation Committee, presented a timeline for the Board’s evaluation of the President. She explained that the evaluation instrument is customized each year based on the President’s goals. The Board recommitted to continuing the process they’ve been using and will consider making the constituent feedback form an optional part of the process.

Board Evaluation Process

Trustee Moore, the former chair of the Board of Trustees Evaluation Committee, reviewed the evaluation instrument and process and asked for feedback. Suggestions for the new Evaluation Committee included: fine tuning and shortening the document, organizing the questions by content, including an area for self-evaluation, and looking to outside sources like CCLC for other questions to ask. Subcommittee members Hayashino and Brockbank will communicate regarding recommendations for this year.

Schedules and Teamwork

The Trustees provided input on how well they think they are working together as a team and discussed meeting schedule preferences. They decided to schedule a Board Study Session on Tuesday, March 27, 2007 from 4:30 to 8:30 p.m. in place of the one previously scheduled for March 13 from 1:00 to 5:00 p.m. Board members were asked to save the fourth Tuesday of future months for possible evening Board Study Sessions.
Information Needs for Board Members in Order to Approve Facilities/Bond Projects

Board members provided feedback on how they would like to have information on facilities/bond projects formatted and presented to them at Board Study Sessions and in Board packets.

IX.B M/s (Long/Kranenburg) to Approve Kwan Henmi Architecture/Planning Short Form Contract Amendment #2. The motion passed by a vote of 5-1 with Trustee Dolan casting the no vote. (Trustee Hayashino had to leave the meeting at 1:00 p.m. and was absent for this vote). Trustee Dolan stated that she voted no because she believes we need a firm long-term contract which calls for good scoping.

President White introduced Rich Graziano, our new Project Manager from Swinerton, who spoke briefly.

AlfaTech Cambridge Presentation and Report on Emerging Photovoltaic Technologies

Mike Lucas and Glenn Claycomb of AlfaTech Cambridge made a presentation on emerging photovoltaic technologies, including recommendations for College of Marin projects. Board members asked questions and discussed possible options. Dr. White agreed to bring financing options for renewable energy to a future Board meeting.

Adjournment
M/s (Long/Brockbank) to adjourn the meeting. The motion passed unanimously and Board President Treanor adjourned the meeting at 2:55 p.m.
A. Board Study Session

1. Call to Order, Roll Call and Adoption of Agenda

The meeting of the Board of Trustees of the Marin Community College District was called to order at 3:15 p.m. by Board Vice President Hayashino in Ohlone 106 at the Indian Valley campus, all members having received notice as prescribed by law. All Trustees were present except Trustee Long, who arrived at 3:17 p.m., Trustee Dolan, who arrived at 3:20 p.m., Trustee Treanor, and Student Trustee Sandfort. 

M/s (Brockbank/Moore) to approve the agenda for the Board Study Session. The motion passed unanimously (4-0).

2. Bond Modernization Workshop

a) Contract Administration Update

President White introduced Rich Graziano, our new Swinerton Program Manager, who distributed and explained a chart which outlines costs and deliverables for the Diamond PE Center Renovation. He stated that he hoped the chart would clarify how Swinerton monitors contracts and fees. He will explain the monitoring of the change order process at a future meeting. Mr. Graziano noted that the Board would be voting during the evening session on amendment #3 to the Kwan Henmi Architecture/Planning short-form contract which would allow the architects to proceed with design development. The long-form Kwan Henmi contract is currently being reviewed by the law firm of Miller Brown and Dannis.

Trustees thanked Mr. Graziano for his presentation and commented that the format of the chart was clear, helpful, and informative.

b) Revised Bond Scope

Vice President Al Harrison made a presentation on the revised bond scope, based on a budget of $264.5 million ($249.5 million in Measure C bond funds plus $3.5 million in interest earned to date and $11.5 million in projected interest). Suggested changes with no impact on total costs include: moving landscape and site work scope to assigned projects and moving mechanical scope from buildings to the central plant project. We still have 9 buildings, a program budget of $39.8 million (including ERP),
and an infrastructure budget of $28.6 million in the plan. Mr. Harrison then explained these proposed scope changes: increased program costs ($4.0 million), increased project support ($1.765 million), increased square footage ($33.2 million), and photovoltaics for PE complex ($4.34 million).

President White presented the following recommendation based on our staff's collective professional judgment: reduction in square footage for the Gateway Complex ($32,505,000) and deferral of Fusselman Hall and Learning Resource Center projects ($17,300,000). She noted that we are recommending scope changes as a result of the work of the user groups which met during the fall semester.

Trustees asked questions and provided feedback on the revised bond scope. Trustee Long expressed concern about including projected interest in the spending plan and said she didn't want the District to face another bond measure and have to say we ran out of money. She doesn't want someone to ask 10 years from now why the District didn't have enough money for all the projects.

c) Commissioning Status Report

Rick Thomas of Glumac, our commissioning agent for all projects, explained that commissioning will be integrated into all of our projects. His staff has reviewed contracts with the architects, looked at front-end specifications that go out to the contractors, and modified our commissioning plan. They will see that sustainability goals are incorporated into each project, check to see if design documents are buildable, be involved in sustainability review during construction, and administer the LEED commissioning plan.

Trustees asked questions and thanked Mr. Thomas for his presentation.

The Study Session was recessed at 5:00 p.m.

B. Closed Session

1. Call to Order, Roll Call, Adoption of Agenda, Closed Session

Board President Treanor reconvened the meeting of the Board of Trustees of the Marin Community College District in the AS101 Conference Room of the Indian Valley campus at 5:16 p.m. All publicly elected Trustees were present. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

M/s (Brockbank/Moore) to approve the agenda as presented. The motion passed unanimously.

There was no one present who wished to address the Board on the items listed to be discussed in closed session, and the Board went into closed session.

The closed session recessed at 6:17 p.m.
C. Reconvene to Regular Meeting

1. Reconvene in Open Session

   The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:40 p.m. in Ohlone 106 at the Indian Valley campus by Board President Treanor. She announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present, including Student Trustee Sandfort.

2. Approval of Minutes and Report of Closed Session

   Board Clerk Kranenburg reported that the Board had met in closed session earlier that afternoon on the items listed on the agenda, and that no action was taken.

   M/s (Long/Hayashino) to approve the minutes of the January 16, 2007 Board meeting. The motion passed unanimously.

3. Citizens’ Requests to Address the Board on Non-Agenda Items

   Bill Scott, Business Manager of the Marin Building Trades Council, read a letter from the North Bay Apprenticeship Coordinators Association supporting his efforts to put together a “Careers in Construction” class (copy attached).

4. Board Reports and/or Requests

   a. Commendation Resolutions and Other Resolutions

      1) Resolution in Support of Black History Month

         Board Clerk Kranenburg read the Resolution. M/s (Hayashino/Long) to approve the Resolution in Support of Black History Month. The motion passed unanimously by a roll call vote of 8-0 (including an advisory vote by Student Trustee Sandfort).

      2) Resolution in Support of National Engineering Week

         M/s (Long/Brockbank) to waive the reading of the resolution. The motion passed unanimously. M/s (Kranenburg/Hayashino) to approve the Resolution in Support of National Engineering Week. The motion passed unanimously by a roll call vote of 8-0 (including an advisory vote by Student Trustee Sandfort).

   b. Legislative Report.

      Trustee Moore stated that he will bring information next month on a state bill that would allow organizations to charge schools extra money for infrastructure work. Trustee Brockbank reported that he had attended two interesting legislative conferences in Sacramento in January: the Marin County School Boards Association Joint Legislative Action Committee Education/Lobby Day and the CCLC Annual Legislative Conference.

   c. Committee Chair Reports

      None

   d. Individual Reports and/or Requests

      Trustee Long suggested that in order to save trees, staff not reproduce back up materials which Board members have already received and attach them to the
Board meeting minutes. After discussion, the Board members agreed to try this.

e. **CEO Report to Board on WASC Compliance**
President White noted that the letter we received from the Accrediting Commission has been widely distributed. One recommendation still needs to be completed: implementation of a data-driven institutional planning process. She stated that we are making progress and should have much to report by October 15. Dr. White noted that the earliest time we could be off warning would be January 2008.

5. **Chief Executive Officer's Report**
Dr. White called the Board's attention to her written report in their packets.

a. **Staff Reports**

1) **Program Review Update**
Anita Martinez, Vice President of Student Learning, reported that a call will go out in March for the next round of program review pilot participants. A member of Dr. Blackman's Data Advisory Group has been assigned to mentor each current pilot group. The Institutional Planning Committee will develop guidelines for program review participants. Vice President Martinez stated that she is encouraged by the spirit of the pilot participants.

2) **COMet Update**
Al Harrison, Vice President of College Operations, reported that we are in the process of implementation for all three modules. In one to two months we will be testing the financial module. He noted that the issues of potential staff burnout and overload are being addressed and that the teams are looking at how to best maximize personnel time.

3) **Budget Update**
Vice President Harrison responded to questions from Board members on the Budget Update in the Board packets and reported that he will make a presentation at the April or May Board meeting on the budget process.

4) **Modernization Update**
V-Anne Chernock, Modernization Director, announced that we should be able to complete our EIR on time – by the end of 2007. She offered kudos to Bob Thompson and Don Flowers for responding to an offer from PG&E to borrow 18 meters so that we can develop baseline data.

5) **Children's Center Update**
Vice President Martinez introduced Beth Root, Interim Childcare Director, who updated the Board on COM's Children's Center. She noted that the Children's Center is serving COM students, state-subsidized families, ECE students, and Behavioral Science students. She reported that the enrollment of the children of COM students has increased at IVC. Staff are trying to close a $50,000 revenue gap by increasing tuition by 15% to non-COM students, offering a 15% discount to COM students, and working on fundraising projects. Ms. Root invited everyone to the Annual Children's Silent Art Auction on March 2 at 5:30 in the IVC internet café.
Student Trustee Sandfort, whose son attends the Kentfield Children’s Center, shared how much the child care COM provides means to her. It is making it possible for her to pursue an education which she sees as her only hope for a better future. Both Director Root and Student Trustee Sandfort asked the Board for continued support of the Children’s Center.

6) Enrollment Update
Vice President Martinez distributed and reviewed two handouts on spring 2007 enrollment figures. She reported that our headcount is down 19 students (a .3% change) from spring 2006 (first census day) and noted that several Bay Area colleges have experienced severe decline this semester. Vice President Martinez characterized IVC's 13.4% enrollment growth as extraordinary and commended staff for the great team effort that made this possible.

President White reported that we have a 50% increase in community education enrollment and that more information on community education will be brought to the Board in the future.

Trustees expressed their appreciation to Vice President Martinez and her staff for their tremendous efforts to increase enrollment.

6. Academic Senate Report
Yolanda Bellisimo, Academic Senate President, reported that the Senate has established a calendar for the spring Academic Senate elections. The Senate committee working on the retreat rights policy has completed its work. Other issues the Senate is addressing include: rewriting its administrator evaluation questionnaire, evaluating our distance learning classes, and trying to resolve issues surrounding our Testing Center and its make-up exam policies. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. Classified Senate Report
Becky Reetz, outgoing Classified Senate President, introduced the new president, Kathleen Kirkpatrick, who reported that the Classified Senate will focus on enhancing the professionalism of the classified staff and raising awareness among the staff about their role in governance. The Classified Senate will also explore community building projects and activities designed to help build positive working relationships on campus. Three lunchtime Health and Wellness workshops open to all college employees will be sponsored by the Classified Senate on March 9, March 23 and April 20. Copies of Ms. Reetz’ and Ms. Kirkpatrick’s statements are attached to the minutes as part of the official record.

8. Student Senate and Student Association Report
Student Trustee Sandfort reported that Hoa-Long Tam, ASCOM President, and Pia Oestlien are currently in Washington, D.C. advocating for student issues on the federal level. She, Mr. Tam, and Ms. Oestlien recently attended the CCLC Legislative Conference in Sacramento. They met with Carole Migden and Jared Huffman, who agreed to come to our campus for a visit. Student Trustee Sandfort also announced that the Student Senate had recently formed a subcommittee on disabled student access.
9. **Board Study Session**
There was no Board Study Session during the meeting, since one had been held earlier that afternoon.

10. **Items for Possible Future Board Action**
a. **Unfunded Liability Recommendation (March)**
b. **SWACC Action Plan (March)**
c. **District Goals, Principles and Guidelines, and Technical Standards**
d. **Athletic Field Conditions**

11. **Consent Calendar Items**
M/s (Long/Kranenburg) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote (6-0 including an advisory vote by Student Trustee Sandfort).

**A. Calendar of Upcoming Meetings & Other Special Events**

All regular Board meetings are at 6:30 p.m. with Board Retreats (Special Meetings) and other special events as noted:

- **March 13**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **March 27**
  - **Board Study Session – 4:30 to 8:30 p.m., Staff Lounge, Deedy Student Services, Kentfield**

- **April 17**
  - Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **May 15**
  - Board Study Session – 1:00 to 5:00 p.m., Ohlone 106, IVC
  - Regular Meeting – 6:30 p.m. – Ohlone 106, IVC

- **June 12**
  - Board Study Session – 1:00 to 5:00 p.m., Staff Lounge, Deedy Student Services, Kentfield
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **June 26**
  - Regular Meeting – 6:30 p.m. – Ohlone 106, IVC
  - Tentative Budget Adoption

- **July 17**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

- **August 28**
  - Regular Meeting – 6:30 p.m., Ohlone 106, IVC
  - Final Budget Adoption

- **September 18**
  - Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield
October 9  Regular Meeting - 6:30 p.m. – Ohlone 106, IVC

November 13  Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

December 11  Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

MSCBA Annual Meeting for School Board Trustees and Superintendents – March 1, 2007, 5:30 p.m., Stone Tree Golf Course, 9 Stone Tree Lane, Novato

President’s Circle Breakfast – May 1, 2007, 7:30 a.m., Embassy Suites, 101 McInnis Parkway, San Rafael

Commencement – May 25, 2007, 7:00 p.m., Gymnasium

B.  **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
1.  Appointment of Classified Personnel
2.  Appointment of Hourly Personnel
3.  Permanent Increase/Decrease in Classified Assignment/Staff Plan
4.  Resignation/Separation of Classified Personnel
5.  Temporary Increase/Decrease in Assignment/Salary for Classified Personnel

1.  Appointment and/or Change of Educational Management Personnel

D.  **Academic Personnel Recommendations.** Approve the Academic Personnel Recommendations.
1.  Temporary Credit Instructors Added and Changed Appointments Spring 2007
2.  Temporary Non-Credit ESL Instructors for Spring Semester 2007 and Community Education and Services Instructors for Winter Quarter 2007

E.  **Short-Term Hourly Positions**

F.  **Budget Transfers – Month of January - FY 2006/07**

G.  **Warrant Approval for Month of January 2007**

H.  **Modernization (Measure C) Contracts**
1.  Professional Services Contracts
a. New Short Form Contracts
   (i) Consultant (Professional Services for Utility Locating) – GeoTech Utility Locating, Inc.

b. New Long Form Contracts - none

c. Full Contracts/Ratifications - none

d. Amendments (Short Form Contract)
   (i) Design Services for Main Building Complex IVC (VBN Architects, Short Form Contract Amendment #2)
   (ii) Design Services for Transportation Technology Complex (HKIT, Short Form Contract Amendment #2)
   (iii) Design Services for Math/Science/Central Plant Complex (Anshen & Allen, Short Form Contract Amendment #2)
   (iv) Design Services for Fine Arts & Performing Arts Buildings (Marcy Wong & Donn Logan Architects, Short Form Contract Amendment #2)
   (v) Master Signage Planning Services (Kate Keating Associates, Inc. Short Form Contract Amendment #1)

e. Amendments (Long Form Contract)
   (i) Environmental Impact Report (EIR) Services (Amy Skewes-Cox, Long Form Contract Amendment #3)
   (ii) Mechanical, Electrical and Plumbing Engineering Services for Geothermal Fields (Alfa Tech Cambridge Group, Inc. Amendment #6)

2. Construction Contracts
   a. Bid Awards - none
   b. New Contracts - none
   c. Ratifications – none
   d. Change Orders
      (i) Change Order #3, Bay Pacific Pipelines, Inc. – IVC Storm Drain Repairs Project (#401A)
   e. Notices of Completion – none

I. Authorization to Initiate Projects (Measure C)
   None

J. Miscellaneous (Measure C)
   1. Disposal of Surplus Property

12. Other Action Items

A. M/s (Brockbank/Hayashino) to Approve Resolution: Destruction of Obsolete Police Records. The motion passed unanimously by a roll call vote of 8-0 (including an advisory vote by Student Trustee Sandfort).

B. Public Hearing on MCCD/UPM Collective Bargaining Agreement
   Board President Treanor opened the public hearing and asked for comments. Hearing none, she declared the hearing closed.

C. M/s (Hayashino/Kranenburg) to Approve Revised Bond Scope Items. The motion passed by a vote of 6-0 with 2 abstentions (Trustee Dolan and
an advisory vote by Student Trustee Sandfort).

D. M/s (Hayashino/Kranenburg) to Approve Design Services for Diamond PE Complex (Kwan Henmi Architecture/Planning, Short Form Contract Amendment #3). The motion passed unanimously (8-0 including an advisory vote by Student Trustee Sandfort).

13. Information Items

B. Second Quarter Financial Status Report and CCFS-311Q for 2006/07
C. Reorganization of SEIU 949
D. Banking Services Change for Financial Aid and Student Fee Accounts
E. Bond Program Information Items
   2. Draft of Volume 3, Master Programming Document by Steinberg Architects
   3. Bond Program FAQ Document

14. Correspondence
Board members were asked to review the correspondence in their Board Packets.

15. Board Meeting Evaluation
Board members liked the location of the meeting.

16. Adjournment
M/s (Hayashino/Long) to adjourn the meeting. The motion passed unanimously and the meeting was adjourned at 8:05 p.m.
February 12, 2007

Bill Scott, Business Manager
Marin Co. Building Trades Council
4174 Redwood Highway
San Rafael, CA 94903

Mr. Scott,

Thank you for attending the January 18, 2007 North Bay Apprenticeship Coordinators Association meeting and explaining the “Careers in Construction” class you are working on.

We feel that a class to help learning of what the trades really have to offer, and how to get there, would be very valuable to the community and the individuals involved. We appreciate your expertise and efforts to design a workable class. We also agree that college level adults ought to be able to explore the many opportunities that could develop, and there is a need for more of this in Marin County.

With this in mind, the North Bay Apprenticeship Coordinators Association, also called NBACA, has decided to act as an industry advisory committee, as our way of endorsing and supporting your efforts. Furthermore, we have committed to providing hands-on projects and curriculum support from different trades in our association to compliment the training students will receive in the “Careers in Construction” class.

The Association, (NBACA), and our Joint Apprenticeship Committees, look forward to working with the Marin County Building and Construction Trades Council and the College of Marin to help provide training and develop good paying career opportunities for the young men and women of Marin.

Contact us at the numbers below, as needed to accomplish this.

Thank you.

Sincerely,

Frank Cunco
Recording and Corresponding Secretary
North Bay Apprenticeship Coordinators Association
707 399-2880 - Fax 707 762-7104
1250 Petaluma Boulevard North, Petaluma, California 94952
ACADEMIC SENATE PRESIDENT REPORT FOR THE BOARD OF TRUSTEES
February 13, 2007

$ We have set an election calendar for the spring Academic Senate elections. We have six full time seats up for election, two part time seats, and one non-credit seat. These are all two year terms. However, in order to return the Senate to constitutional compliance, one of the full time seats and one of the part time seats will be one year appointments. We decided to determine this after the election by holding a drawing. After this election, the senate will be back into compliance with seven seats filled in odd years and eight filled in even years.

$ The senate committee working on the retreats rights policy has completed its work and the senate will vote this week to move the rewritten document on to College Council for its review.

- The senate is in the process of rewriting its administrator evaluation questionnaire. The intention is to have full time, part time, and non credit faculty participate in the evaluation process using the written questionnaire.

- Questions have arisen about our Distance Learning courses as a result of a plenary session resolution issued by the state Academic Senate. The state senate is encouraging a more rigorous evaluation of distance learning courses as are the state colleges and UCs. Our Curriculum Committee will be looking into this issue and providing a method for distance learning courses to be fast tracked through the review process in the event that the requirements for these courses should change.

- We are still trying to resolve issues surrounding our Testing Center and its policies for accommodating students who need to take make up exams. An ad hoc committee has been working on setting testing office hours for make up exams and studying the use of the testing center. This is an ongoing issue in part because of the lack of funds for keeping the office open on a full time basis. COM is unique in that we provide a testing center for make up exams and we would like to preserve that service for students, especially given how many of our students work and have families and special needs for test accommodations.

- Committee assignments have been made for spring semester and we have filled all vacancies but one. The faculty has 48 faculty members sitting on ten committees, including College Council, and we have active participation of a wide range of faculty members on these committees.
Opening Remarks:
Becky Reetz, Former Classified Senate President

Tonight I have the pleasure of introducing our new Classified Senate President, Kathleen Kirkpatrick.

Kathleen began her career at College of Marin in the Media Services Department in 1981 soon after completing her Bachelor’s Degree in Broadcast Communication Arts from San Francisco State University. As the College’s Media Production Technician, she worked with faculty to create instructional video programs in a variety of disciplines including English Skills, astronomy, ceramics, anthropology, court reporting, jewelry making and counseling.

Two programs produced during that time were nationally distributed and are still used by colleges and universities around the country. “Archeology: Questioning the Past,” produced with Anthropology instructor Betty Goerke, features College of Marin students on an archeological dig in southwestern Colorado and “Teacher Directed Classroom Research” highlights our faculty’s use of Classroom Assessment Techniques to improve teaching and learning.

In her current position as Staff Development Program Administrator, Kathleen’s role includes staff development, governance coordination and organizational development.

She was instrumental in overseeing the process to revise the College Mission Statement, developing Vision and Values and creating the new governance system. She is now working closely with the Governance Review Council on evaluating and improving the governance system to meet College needs.

Kathleen has a Masters Degree in Education from San Francisco State University. She is currently Chair of 4C/SD, the statewide community college staff development organization and CSEA secretary. She also serves as our College Educational Technology Collaborative Ambassador – a chancellor’s office project whose goal it is to raise awareness about system-wide technology services available to faculty and staff.

On a personal note, I have had the pleasure of working with Kathleen on many committees and college projects and I am thrilled that we have such an outstanding staff member willing to take on this important leadership role. Without further ado, I would like to introduce my friend and colleague, our new Classified Senate President, Kathleen Kirkpatrick.
Classified Senate Report:
Kathleen Kirkpatrick, Classified Senate President

Good evening. Thank you for the opportunity to address the Board on behalf of the Classified Senate.

I’m pleased to represent classified staff in this capacity especially at a time when I feel the voice of the classified staff and the role of the Classified Senate in particular is truly beginning to be recognized. This is due in large part to the efforts of the two Senate Presidents that preceded me, Nancy Kutcher & Becky Reetz and to President White and her administration’s recognition of the Classified Senate’s vital role in College governance.

I’d also like to take this opportunity to publicly acknowledge my fellow Classified Senate Officers – Vice President Becky Reetz, Secretary Andrea Hunter and Treasurer David Erlenheim. Without their commitment and support, I would not have ventured to take on this additional responsibility.

This year the Senate will focus its efforts on meeting its goals, enhancing the professionalism of the classified staff and raising awareness among the staff about their role in governance. We’re happy to report that classified staff are fully represented on all of the College’s governance committees and we’re initiating a reporting process that will provide more timely feedback to the Senate on committee actions and recommendations. We also look forward to exploring new ways to work with the Academic and Student Senates in support of College goals, plans and priorities.

One of the overarching goals of the Classified Senate has always been “building community” and by that I mean our internal College community. I firmly believe the effectiveness and success of any organization is inextricably linked to its ability to create and maintain a positive working environment where people feel energized and supported and part of something bigger than themselves. In other words, it all comes down to people and relationships. That’s how you build community in an organization and it’s everybody’s role to do so.

To meet this goal, which has also been identified as this year’s College-wide SLO, the Senate will be exploring a number of community building projects and activities that we believe will help build positive relationships among faculty, staff and administrators that will in turn benefit our students.

Our first effort in this area is a series of Health and Wellness workshops open to all College employees that the Senate is sponsoring this spring. The first workshop, “Stress and Your Health” will be presented Friday, March 9 at noon and includes a free lunch. And, one thing I’ve learned with my work in staff development, a free lunch can be a great community builder! Later this spring we’ll be offering “Stay Fit While you Sit” on March 23 and “Nutrition and Weight Loss” on April 20.

Again, I thank you for this opportunity to address the Board and I look forward to building community with you.
RESOLUTION No. 3/13/07 B.4.a(1)
IN SUPPORT OF MARCH AS "WOMEN'S HISTORY MONTH"

Whereas American women of every race, class and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways;

Whereas American women have played and continue to play a critical economical, cultural and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

Whereas American women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force of the Nation;

Whereas American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our nation;

Whereas American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

Whereas American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which have created a more fair and just society for all; and

Whereas despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American History;

Now, therefore be it resolved, that the Marin Community College District supports the observance of March as "Women's History Month."
STATE OF CALIFORNIA

MARIN COUNTY

I, ____________________________, do hereby certify that the foregoing Resolution No._____________ was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the _____ day of ________, 2007 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: ________________________________
   Secretary of the Board of Trustees
   of the Marin Community College District
President's Report
Board of Trustees Meeting
March 13, 2007

Greening the COM Curriculum
A workshop will be held to explore how sustainability concepts can be incorporated “across the curriculum” on Friday, March 23, from 8:30 a.m. to 4:30 p.m., in the Deedy Staff Lounge on the Kentfield Campus. The workshop will be led by Geoffrey Chase, who has been facilitating workshops for faculty to integrate sustainability into their courses since 1995 when he helped launch the Ponderosa project at Northern Arizona University.

The workshop will focus on questions such as:
- How is it possible to introduce sustainability without sacrificing other content?
- What are examples from other colleges and universities?
- How does sustainability relate to the current focus on assessment and student learning?

The workshop also will provide opportunities for participants to raise and address their own questions, share what they have already accomplished, and develop a clearer sense of how to help students acquire a more sophisticated understanding of sustainability regardless of their field of study.

Senator Boxer introduces S. 707, the Pell Grant Equity Act of 2007
Last week Senator Barbara Boxer introduced S. 707, the Pell Grant Equity Act of 2007, which suspends the tuition-sensitivity provision in the Higher Education Act. In an effort to make the same successful impact in the Senate that has been accomplished with the House, the CCCC0 is encouraging constituencies to begin contacting Congressional Senators regarding this issue. With hundreds of COM students depending on Pell Grants, it is important for all of us to advocate on their behalf.

Please extend your expressions of gratitude for Senator Boxer’s leadership and efforts on our students’ behalf and also thank Senator Feinstein for her ongoing assistance, advice and support over the past year in this matter.

The contact for Senator Boxer is Carina Armenta at carina_armenta@boxer.senate.gov and for Senator Feinstein, it is Olyvia Rodriguez at: Olyvia_Rodriguez@feinstein.senate.gov.

Currently California’s Legislative Analyst Office estimates approximately 260,000 California community college students, already among the lowest income and most disadvantaged, face reductions of their 2006-07 Pell Grant award payments (by as much as $112 from the current maximum of $4050) as a result of the recent drop in state fees to $20 per unit. Due to the recently enacted increase to the 2007-08 Pell Grant Maximum Award to $4310, California Community College students will be subject to reductions of as much as $402 off the maximum Pell Grant award.

This proposal was included in the President Bush’s FY 2006 budget and 2007 budgets, as well as both the House and Senate Higher Education Act (HEA) reauthorization bills; however, reauthorization is not expected to be completed until mid 2007, at the earliest date. There continues to be bi-partisan, bi-cameral support for eliminating tuition sensitivity, and we should avoid having California community college students penalized because they have selected a low-cost institution. Because these are the lowest fees in the nation, California students are the only ones negatively impacted by the “tuition sensitivity” provision. Community college students using Pell Grants comprise approximately 46% of higher education students in California receiving these federal awards.
Communications Professor Patricia O'Keefe attended the Western States Communication Association's annual conference in Seattle, Washington over President's Day weekend where she presented four papers sponsored by the Community College Interest Group. In addition, O'Keefe was elected by WSCA's Legislative Assembly to serve as the sole community college representative on the 18 member Executive Council.

ESL Instructor Sara McKinnon has been appointed to the Academic Senate for California Community College's Ad Hoc Committee on Noncredit. The committee will be discussing several important issues, among them the permanent regulation language for the implementation of enhanced funding for noncredit under SB361.

COM Professor Wayne "The Doctor" Wallace was featured in the February 23 issue of the Pacific Sun. Wallace released an ensemble recording titled The Reckless Search for Beauty on his Patois label in January and will perform with guest artist Gus Kambeitz and the West Valley Jazz Band on Sunday, March 25, at 3 p.m. at the San Jose Improv, 62 S. Second Street, San Jose. For more information call (408) 280-7475.

Music Lab Technician Michael Irvine performed Northern Classical Indian music on his Sarode at a birthday reception honoring America's foremost living composer, John Adams. The reception followed the U.S. Premiere of Adam's A Flowering Tree performed by the San Francisco Symphony at Davies Symphony Hall.

Theater Arts Professor W. Allen Taylor's solo-show, Walkin' Talkin' Bill Hawkins...In Search Of My Father, has been nominated for best solo performance of 2006 by the Bay Area Theatre Critics Circle. The winners will be announced in April. The nomination is for the show's professional debut that was produced at the Marsh Theatre in January, 2006. The show had its final workshop production at the College of Marin in 2004, where it received valuable feedback towards the script and performance.

COM Theatre Arts Presents The Servant of Two Masters
Carlo Goldoni's classic comedy The Servant of Two Masters will be presented March 16 and 17 at 8 p.m. and on March 17 and 18 at 2 p.m. in the Fine Arts Theatre, Kentfield campus. This show is going to be a fun-filled romp for audiences of all ages. The commedia del l'arte masks have been designed especially for this production by the mask designer from the Portland Opera. The gorgeous costumes are designed by Patricia Polen of the Mountain Play and San Francisco and Portland Operas. Tickets are $15 general and $12 for students/seniors and can be reserved at the COM Box Office by calling (415) 485-9385.

Masterpieces for Strings & Piano
Tara Flandreau-violin/ Jessica Ivry-violoncello/ Paul Smith, piano
Friday, March 16 at 7:30 p.m.
Faculty members Tara Flandreau, Jessica Ivry and Paul Smith perform Beethoven piano trios as well as a Mozart sonata for violin and piano, the Debussy Cello Sonata and Tara Flandreau's Duo for Violin and Cello. (Additional performance will be given in a private home Saturday, March 17 at 7 p.m. Appetizers before, light dinner afterwards, admission $40. Call (415) 485-9460 for details and reservations.)

Visioning a Green Community for Marin -- Featuring Supervisor Charles McGlashan and COM Professor Patricia O'Keefe
College of Marin's Center for Regenerative Design presents Visioning a Green Community for Marin featuring Marin County Supervisor Charles McGlashan and College of Marin Communications Professor Patricia O'Keefe. The event will take place on Friday, March 16, from 7 p.m. to 9 p.m., in Olney Hall Auditorium For more information, call: (415) 457-8811, ext. 7727, or visit http://www.greenmarin.net.
COMET Project Status Report
March 13, 2007

Tasks Planned for the Previous Period

1. Banner Human Resources Implementation Begins – week of 2/12/07
2. Improved State Business Process Analysis for Finance – week of 2/26/07
3. Banner Human Resources and Student training – week of 2/26/07
5. Banner HR Training and Production Environment Install – week of 3/5/07
6. Finance Interfaces Consulting – week of 3/12/07

Current Status

1. Completed 2 Weeks of Banner HR Training and Consulting
2. Third Week of Banner HR Consulting In Progress
3. Completed Improved State BPA for Finance
4. Improved State BPA for Student In Progress
5. Production Environment Install In Progress
# COMET Project Status Report

March 13, 2007

## Tasks Planned for the Next Period

1. Banner Human Resources Technical Training – week of 3/19/07
2. Finance, HR and Student Training – week of 3/26/07
3. ODS Install and Data Load – week of 4/2/07
4. Finance and HR Training – week of 4/9/07
5. Financial Aid BPA – week of 4/9/07
6. Student Technical Training – week of 4/16/07
Banner Implementation Methodology

- Design
- Build
- Deploy
Design

- Technical Design and Training
- Analyze Current Business Processes
- Identify gaps and make recommendations
- Improve Current Business Processes
Build

- Functional Training and Consulting for Project Team Members
- Configure Banner Software
- Map and Convert Legacy Data
- Build Interfaces
- Test
Deploy

- Implement Security
- Train End Users
- Implement User Support and New End User Training
- Manage Upgrades and Ongoing Application Support
Functional View of our New ERP System

- Advancement
- Student System
- Human Resources
- Finance

Information

Info Systems

Data
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
March 2007
B.5.a(4)

Budget Update
- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Expended to date: $14 million (5% of bond spending plan)
- Detailed financial analysis: Ongoing
- Revised bond spending plan: In Board packet February 13, 2007

Contract Update
- One consultant amendment: Testing lab amendment for Storm Drain Repairs
- Disposal of Surplus Property: Included
- Detailed contract analysis: Ongoing

Schedule Update
- Master schedule: Final draft in preparation
- Architects’ project schedules: First drafts in preparation
- Phasing / swing space planning: Discussions started
- Detailed schedule analysis: Ongoing

Planning Update
- Goals, Principles & Guidelines and Technical Standards:
  Final draft submitted for review
- Program Definition Document:
  Final draft submitted for review
- Implementation Plan:
  Final draft submitted for review
- Environmental Impact Report: Updated schedule attached
- Sustainability:
  Working on LEED checklists / coordination
- Special Advisors:
  Current needs met

Design Update
- PE Complex: DD discuss w/ DSA; 50% CD near completion
- Science/Math/CP Complex: Concept to Board March 27
- Performing/Fine Arts Complex: Concept to Board March 27
- Trans. Technology Complex: Concept to Board March 27
- New Main Building: Concept to Board March 27
- Creek Erosion Mitigation (IVC): Agency meetings started
- West Bridge (KTD): Schematic design started

Construction Update
- No open construction projects

Other modernization topics for future Board meetings (partial list)
Note: plans and schedules are being actively developed for the following topics:
- Project labor agreements
- Owner-controlled insurance program
- Project phasing and swing space
Updated Schedule for Environmental Impact Report

March 6       Notices of Preparation and Initial Studies submitted
Late March    Scoping meetings
Late May      Submit Administrative Draft EIR to District
Early July    Submit Draft EIR, begin 45-day review period
Early September Submit Administrative Final EIR to District
Early October Submit Final EIR
November      Board to certify EIR
First, I would like to report on the AACC/ACCT 2007 Annual National Legislative Summit held in Washington, DC, that SSCCC Delegate Pia Oestlien and I attended last month. We endured subfreezing temperatures and rain, sleet, snow and ice powerful enough to shut down the federal government to lobby congress to pass H.R. 990 (which it did without objection), which eliminates "Tuition Sensitivity" language from the Pell Grant, thereby making California Community College students eligible for the maximum Pell Grant (which is being increased separately) regardless of their tuition. No, I don't want your sympathy, but you could have collaborated and gone with us.

Also on legislative affairs, Delegate Oestlien, through the SSCCC Council, has found an author for SB 283 that will replace all references to the now defunct CalSACC with the SSCCC as the official statewide student senate organization. Pia also testified on Monday, 5 March, in a federal hearing on textbooks—namely, the prices thereof. The ASCOM election cycle is getting under way, and elections will be held at month's end. Although statements of candidacy are not currently being accepted, there are four likely candidates for student trustee, three for ASCOM President and three for ASCOM Vice-President. If you know any students interested in running for a position, have them contact ASCOM Director of Technology and Elections committee chair Felix Sargent at felix.sargent@marin.edu, or MCCC Director of Student Affairs and ASCOM Advisor Arnulfo Cedillo, Ed.D, at arnulfo.cedillo@marin.edu.

Next, we would like to announce the opening of a brand new chapter of Phi Theta Kappa—The International Honor Society of the Two-Year College. We would like to give kudos to former ASCOM Vice President, Sandra Revelo, Academic Senate President Yolanda Bellisimo, Ph.D., and Arnulfo Cedillo, Ed.D, for bringing the ΒΨΚ (Beta Psi Kappa) chapter to College of Marin. Letters were sent out to the approximately 650 qualified students at COM and two orientation meetings were held on 27 February and 1 March.

ASCOM has appointed four new auxiliary members—Janet Hecht, Barbara Jackson, Jim Dolan, and Matt Davis. We will be unveiling a series of free Thursday night events that will take place in the cafeteria over the semester.

The Inter-Club Council (ICC) put on the club fest event on Thursday, 8 March. The Latino Student Union, Black Student Union, Environmental Action Club, Cinema League, Rainbow Alliance, COM Internet Radio Station Club, Students for Social Responsibility and Alpha Gamma Sigma will be participating in the event.

ASCOM and the ICC are also partnering with the Student Senate and the District to host a visit by State Senator Carole Migden and Freshman Assemblyman Jared Huffman to campus, tentatively scheduled for April.

ASCOM will also be hosting this semester's student forums—where we will hear students concerns, complaints, and other comments on behalf of student government, ASCOM Vice-President Patrick Troup is scheduling them and handling the logistics.
ASCOM has—in partnership with the Student Senate—updated its blog, and—with the help of Hector Seguel—have updated our website. ASCOM agendas are now posted regularly on the blog, in compliance with the Brown Act, and we are collaborating with Mr. Seguel to post ASCOM agendas and minutes on the website. You may notice that most of the posts on the blog have been written by me, this is not because I am the only one with access to the blog, but we are having technical issues that are keeping other members from posting. They can be found at the following URL’s, respectively:

http://comstudentgovernment.blogspot.com/
http://marin.edu/student_life/ASCOM/index.htm

ASCOM and the ICC, through the Office of Student Affairs and the leadership of ICC President and ASCOM Treasurer Inna Shapiro, will be putting on a Farmers’ Market on 18 April. This is a pilot event and will hopefully become a full-fledged Farmers'/Flea market like those at De Anza College, where DASB, the Associated Student Organization for De Anza, hosts a monthly farmers market.

ASCOM is also taking over the responsibility of the Memorandum of Understanding regarding the Student Services Building that was agreed to at the October Board meeting.

Academic Senate Vice-President Patrick Kelly, Ph.D., came to ASCOM on 1 March to give a presentation on plus/minus grading stating that the Academic Senate may be taking on the issue in the near future. ASCOM recognizes that this falls under the 10+1 rights of the Academic Senate guaranteed by law (5 C.C.R. 52300 et. seq.), and as such will abide by any decision made by the Academic Senate and the District, and will take a formal stand on the issue to either support or oppose any attempt by the Academic Senate to implement a plus/minus grading system.

Former Student Trustee James Geraghty and I came in on Saturday, 23 February to offer ID cards for weekend students. We did approximately sixty IDs and are in the process of scheduling another day to come in and offer this service weekend students.

ASCOM will also be offering two scholarships next month through the College of Marin Foundation, one for Leadership and one for Service. More details will be in my next report.

Finally, Renee Sayles, ASCOM Director of Public Relations, is spearheading efforts, in collaboration with Verge and the ICC, to host a Battle of the Bands on 27 April. The event will be held in the cafeteria, and we have already entered two bands.

Sincerely,

Hoa-Long Tam, ASCOM President
# BOARD AGENDA ITEM

**To:** Board of Trustees  
**Date:** March 13, 2007  
**From:** Superintendent/President  
**Subject:** Unfunded Liability Program  
**Item & File No.** B.9.a  
**Enclosure(s):** Updated Actuarial Study

## BACKGROUND:

On September 19, 2006, the Board of Trustees heard presentations from The Community College League of California, Dale Scott & Company, and Keenan and Associates on certain available options for managing and funding ‘Other Post Employee Benefit’ (OPEB) programs.

A Resolution will be presented for approval later in the meeting requesting authorization to join the Retiree Health Benefit Joint Powers Agency (JPA) in conjunction with the California Community College League (CCLS) to manage the unfunded liability program. Upon formal approval, the District will enter into agreement with CCLC to manage the unfunded liability program on the District’s behalf.

The second part of the program is a strategy for funding based on a revised actuarial study. Dale Scott, of Dale Scott and Company will be available to discuss funding options and to answer questions.

Total Compensation Systems Inc. has completed a revised actuarial study as of December 2006. The study estimates that the unfunded liability is reduced from $8,500,000 to approximately $7,300,000.

After tonight’s discussion, the President will develop a comprehensive plan for funding the college’s actuarially determined unfunded liability which shall be submitted to Board of Trustees at the April 17, 2007 Board meeting for consideration and approval.

---

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
Marin Community College District
Actuarial Study of
Retiree Health Liabilities

Prepared by:
Total Compensation Systems, Inc.

Date: February 16, 2007
# Total Compensation Systems, Inc.

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Marin Community College District
Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

Marin Community College District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of December 1, 2006 (the valuation date).

This actuarial study is intended to serve the following purposes:

» To provide information to enable Marin CCD to manage the costs and liabilities associated with its retiree health benefits.

» To provide information to enable Marin CCD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.

» To provide information needed to comply with Governmental Accounting Standards Board Accounting Standard 12 (GASB 12) and with the forthcoming GASB accounting standards 43 and 45 related to "other postemployment benefits" (OPEB's). (See Appendix E)

» To provide information needed to charge retiree health costs to categorical programs under Community Colleges Accounting Advisory 96-02

Because this report was prepared in compliance with GASB 43 and 45, as appropriate, Marin CCD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 43 and 45 compliance.

This actuarial report includes several estimates for Marin CCD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Marin CCD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified and Management. We estimated the following:

➢ the total liability created. (The actuarial present value of total projected benefits or APVTPB)

➢ the ten year "pay-as-you-go" cost to provide these benefits.

➢ the "actuarial accrued liability (AAL)." (The AAL is the portion of the APVTPB attributable to employees’ service prior to the valuation date.)
the amount necessary to amortize the UAAL over a period of 12 years.

- the annual contribution required to fund retiree benefits over the working lifetime of eligible employees (the "normal cost").

- The Annual Required Contribution (ARC) which is the basis of calculating the annual OPEB cost and net OPEB obligation under GASB 43 and 45.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Normal costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report. The best way to respond to this uncertainty of future results is to have an actuarial study performed regularly - no less frequently than every two or three years as provided by GASB 43 and 45.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning December 1, 2006 to be $794,300 (see Section IV.A.). The "pay-as-you-go" cost is the cost of benefits for current retirees. However, this cost would increase over the next ten years at an annual rate of -3.5%. Until GASB 43/45 become effective, the "pay-as-you-go" cost is the only amount that must be reflected as a retiree health program expense on accrual basis accounting statements.

There are several reasons why it is important for community college districts to evaluate retiree health costs and liabilities. The Governmental Accounting Standards Board (GASB) will soon require accounting for the costs and liabilities associated with retiree health benefits on an accrual basis -- i.e. over the working lifetime of eligible employees. (The effective date of the GASB accounting standard will range from 2007 to 2009, depending on the annual revenue of the College during the 1998-99 fiscal year.) Auditors may require an actuarial study for an unqualified audit based on AICPA Statement of Position 92-06.

Community College Districts may have additional reasons to obtain a retiree health valuation. Accreditation teams have been instructed to look for an actuarial valuation when district-paid retiree health benefits are provided. Also, charging any part of retiree benefit costs to categorical programs requires an actuarial valuation and funding on an actuarial basis.

Complying with accounting and regulatory requirements will require employers to expense more than what is required to simply pay retiree health benefit costs. These excess expenses over time -- plus interest -- will accumulate a liability related to retiree health benefits. These expenses and liabilities will be lower and more stable for employers that establish irrevocable trusts. By funding retiree benefits through such a trust, there will be enough funds available at retirement (on average) that, with interest, will be sufficient to pay all promised retiree health benefits without the need for any post-retirement College contributions.

For current employees, the value of benefits "accrued" in the year beginning December 1, 2006 (the normal cost) is $161,851. This normal cost would increase each year based on covered payroll. Had Marin CCD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be $7,375,982. This amount is called the "actuarial accrued liability" (AAL).
Total Compensation Systems, Inc.

We calculated the annual cost to amortize the unfunded actuarial accrued liability using a 5% discount rate. We used a 12 year amortization period. The current year cost to amortize the unfunded "actuarial accrued liability" is $694,978. This amortization payment would increase each year based on covered payroll. Payments would continue for 12 years, after which time amortization payments would end.

Combining the normal cost and UAAL amortization costs in the first year produces a total first year annual required contribution (ARC) of $856,829. The ARC is used as the basis for determining expenses and liabilities under GASB 43/45. The ARC is used in lieu of (rather than in addition to) the “pay-as-you-go” cost. The additional cost of compliance with GASB 43 and 45 is therefore $62,529.

Accruing retiree benefits over employees’ working lifetime would add to total compensation an average of $1,998 per year per employee from each employee’s hire date until the employee reaches retirement. This normal cost would increase each year based on covered payroll. This estimate of additional compensation is based on the normal cost and does not include the UAAL amortization payments which result from underaccrual of benefits earned in past years.

We based all of the above estimates on employees as of November, 2006. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees. It will be important to periodically revalue costs and liabilities.

C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan: These benefits apply only to employees hired before a date that varies by employee classification.

<table>
<thead>
<tr>
<th>Benefit types provided</th>
<th>Faculty</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration of Benefits</td>
<td>Medical and dental</td>
<td>To age 70</td>
<td>To age 70</td>
</tr>
<tr>
<td>Required Service</td>
<td>15 years</td>
<td>10 years</td>
<td>10 years</td>
</tr>
<tr>
<td>Minimum Age</td>
<td>55</td>
<td>50</td>
<td>50/55*</td>
</tr>
<tr>
<td>Dependent Coverage</td>
<td>Yes</td>
<td>Yes**</td>
<td>Yes</td>
</tr>
<tr>
<td>College Contribution</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>College Cap</td>
<td>Kaiser Rates</td>
<td>None***</td>
<td>None</td>
</tr>
</tbody>
</table>

*Depending on retirement system
**SEIU employees are not eligible for District-paid dependent benefits
***SEIU benefits capped at Kaiser or HealthNet rates

D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Marin CCD should take to manage the substantial liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the College to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Marin CCD’s practices, it is possible that Marin CCD is already complying with some or all of our recommendations.
We recommend that Marin CCD inventory all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Marin CCD should determine whether the benefit is material and subject to GASB 43 and/or 45.

We recommend that Marin CCD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two or three years, as will be required under GASB 43/45.

We recommend that the College communicate the magnitude of these costs to employees and include employees in discussions of options to control the costs.

Because of the significant liabilities created by the current retiree health program, the College should consider earmarking funds to pay future benefits. It should be noted that the upcoming GASB accounting standard will require assets sufficient to offset retiree health liabilities. Accrual basis costs under GASB 43/45 will be lower and more stable to the extent liabilities are funded under an irrevocable trust that qualifies under GASB 43/45 as a “plan.”

Under GASB 45, it is important to isolate the cost of retiree health benefits. We strongly urge Marin CCD to have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – even on a retiree-pay-all basis – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Marin CCD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

Marin CCD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for College-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

Several assumptions were made in estimating costs and liabilities under Marin CCD’s retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Marin CCD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Marin CCD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Segregating plan assets will allow taking advantage of California Government Code Sections 53620 through 53622 to achieve greater investment income on plan assets. This study assumes an investment return net of all investment and plan expenses of 5%. We recommend Marin CCD take actions to achieve a long term rate of return that reflects the long term nature of the liabilities.
Respectfully submitted,

Geoffrey L. Kischuk, FSA, MAAA, FCA
Consultant
Total Compensation Systems, Inc.
(805) 496-1700
PART II: BACKGROUND

A. Summary

Accounting principles have long held that the cost of retiree benefits should be “accrued” over employees’ working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in 2004 Accounting Standards 43 and 45 for retiree health benefits. These standards will apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees).

The GASB standards will become effective on a phased basis based on revenue during the 1998-99 fiscal year. For employers, the first phase will be $100 million or more in revenue. The effective date will be the first fiscal year on or after December 15, 2006. Successive annual phases will sweep in “$10 to $100 million” and “less than $10 million” employers. The effective date for “plans” will be one year earlier than the dates for employers. A “plan” is a trust or other arrangement that is exclusively for retiree health benefits and the assets of which are protected from creditors.

Until the new GASB standards take effect, the Governmental Accounting Standards Board (GASB) currently requires public employers to disclose the existence and/or cost of retiree health benefits. GASB requirements are contained in GASB 12.

Prudent fiscal management of retiree health costs and liabilities requires establishment of a long-term plan. For most public employers, the magnitude of the accrued liability makes it difficult to immediately begin to fully accrue retiree health benefits on an actuarial basis. Fortunately, the current absence of stringent accounting or regulatory funding requirements allows public employers flexibility to transition into full actuarial accrual over the next few years. Transitioning into full actuarial accrual provides public employers with the time to establish fiscal management plans that

- protect retiree benefit security to the greatest possible extent;
- involve employee groups in discussions of benefit design and funding options; and
- minimize disruptions to core services that could result from rapidly increasing retiree benefit costs.

Waiting to address retiree health benefit funding until the GASB accounting standards become effective will dramatically reduce employers’ fiscal options. By then, unfunded actuarial accrued liabilities will be bigger, thereby increasing the expenses needed to amortize the unfunded liability. Higher future amortization expenses would squeeze financial resources for vital services. Waiting to address these issues until required by GASB will result in less time to evaluate options and take action to protect benefits for future retirees and/or reduce benefit costs. To the extent retiree benefits are subject to collective bargaining, the timing and extent of benefit and funding changes may be constrained.

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”
Conceptually, there are two components of actuarial cost - a "normal cost" and amortization of something called the "unfunded actuarial accrued liability." Both accounting standards and actuarial standards usually address these two components separately (though alternative terminology is sometimes used).

The normal cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. This report will not discuss differences between actuarial cost methods or their application. Instead, following is a description of a commonly used, generally accepted actuarial cost method that will be permitted under GASB 43 and 45. This actuarial cost method is called the "entry age normal" method.

Under the entry age normal cost method, an average age at hire and average retirement age are determined for eligible employees. Then, the actuary determines what amount needs to be expensed each year from hire until retirement to fully accrue the expected cost of retiree health benefits. This amount is the normal cost. Under GASB 43 and 45, the normal cost can be expressed either as a level dollar amount or as a level percentage of payroll.

The normal cost is determined using several key assumptions:

- **The current cost of retiree health benefits** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the normal cost.

- **The "trend" rate** at which retiree health benefits are expected to increase over time. A higher trend rate increases the normal cost. A "cap" on College contributions can reduce trend to zero once the cap is reached thereby dramatically reducing normal costs.

- **Mortality rates** that vary by age and sex. (Unisex mortality rates are not usually used because an individual's OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, contributions attributable to deceased employees are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination. Although higher mortality rates reduce normal costs, the mortality assumption is not likely to vary from employer to employer.

- **Employment termination rates** have the same effect as mortality inasmuch as higher termination rates reduce normal costs. Employment termination can vary considerably between community college districts.

- **Vesting rates** reflect years of service required to earn full or partial retiree benefits. While longer vesting periods reduce costs, cost reductions are not usually substantial unless full vesting requires more than 20 years of service.

- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Higher retirement rates increase normal costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between community college districts for each employee type.

- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.

- **The discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets. For example, earmarked
funds earning money market rates in the county treasury are likely to earn far less than a diversified portfolio including stocks, bonds, etc. A higher discount rate can dramatically lower normal costs. GASB 43 and 45 require the interest assumption to reflect likely long term investment return.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. The actuary selects the assumptions which - taken together - will yield reasonable results. It's not necessary (or even possible) to predict individual assumptions with complete accuracy.

If all actuarial assumptions were exactly met and an employer had expensed the normal cost every year for all past and current employees and retirees, the funds would have accumulated to a sizeable amount (after adding interest and subtracting retiree benefit costs from the accumulated funds). The fund that would have accumulated is called the actuarial accrued liability or AAL. The excess of the AAL over funds earmarked for retiree health benefits is called the unfunded actuarial accrued liability (or UAAL). Under GASB 43 and 45, in order for assets to count toward offsetting the AAL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The actuarial accrued liability (AAL) can arise in several ways. First, at the inception of actuarial funding, there is usually a substantial UAAL. Under GASB 43 and 45, some portion of this amount can be established as the "transition obligation" subject to certain constraints. UAAL can also increase as the result of operation of a retiree health plan - e.g., as a result of plan changes or changes in actuarial assumptions. Finally, AAL can arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 43 and 45, employers have several options on how the UAAL can be amortized as follows:

- The employer can select an amortization period of 1 to 30 years. (For certain situations that result in a reduction of the AAL, the amortization period must be at least 10 years.)

- The employer may apply the same amortization period to the total combined UAAL or can apply different periods to different components of the UAAL.

- The employer may elect a “closed” or “open” amortization period.

- The employer may choose to amortize on a level dollar or level percentage of payroll method.

UAAL amortization payments can be higher than the normal cost. The magnitude of the UAAL depends not only on all the assumptions discussed earlier, but also on the average age of employees. The higher employees' average age, the greater the AAL.
PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefits (APVPB) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Marin CCD. We then selected assumptions for the factors discussed in the above Section that, based on plan experience and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex and length of service.

We summarized actuarial assumptions used for this study in Appendix C.

B. Medicare

The extent of Medicare coverage can affect projections of retiree health costs. The method of coordinating Medicare benefits with the retiree health plan's benefits can have a substantial impact on retiree health costs. We will be happy to provide more information about Medicare integration methods if requested.

C. Liability for Retiree Benefits.

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). A constant trend rate was used for all years. This rate may understate trend in some years but might overstate it in others. As long as trend averages the assumed rate over a long period, it is not critical the rate be correct in any one year.

We multiplied each year's projected cost by the probability that premium will be paid; i.e. based on the probability that the employee is living, has not terminated employment and has retired. The probability that premium will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's premium cost and the probability that premium will be paid equals the expected cost for that year. We discounted the expected cost for each year to the valuation date December 1, 2006 at 5% interest.

Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For current retirees, the approach used was similar. The major difference is that the probability of payment for current retirees depends on only mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPB for all employees to get the actuarial present value of total projected benefits (APVTBP). The APVTBP (sometimes called the expected postemployment benefit obligation or EPBO) is the estimated present value of all future retiree health benefits for all current employees and retirees. The APVTBP is the liability on December 1, 2006 so that, if all actuarial assumptions are exactly right, it would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.
Actuarial Present Value of Total Projected Benefits

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2006</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Active: Pre-65</td>
<td>$1,674,508</td>
<td>$751,344</td>
<td>$665,632</td>
<td>$257,532</td>
</tr>
<tr>
<td>Post-65</td>
<td>$2,358,823</td>
<td>$1,237,933</td>
<td>$809,412</td>
<td>$311,478</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$4,033,331</td>
<td>$1,989,277</td>
<td>$1,475,044</td>
<td>$569,010</td>
</tr>
<tr>
<td>Retiree: Pre-65</td>
<td>$1,250,908</td>
<td>$285,447</td>
<td>$743,527</td>
<td>$221,934</td>
</tr>
<tr>
<td>Post-65</td>
<td>$2,627,593</td>
<td>$1,317,917</td>
<td>$1,131,812</td>
<td>$177,864</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$3,878,501</td>
<td>$1,603,364</td>
<td>$1,875,339</td>
<td>$399,798</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$7,911,831</td>
<td>$3,592,641</td>
<td>$3,350,383</td>
<td>$968,807</td>
</tr>
</tbody>
</table>

The APVTPB should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVTPB is used to develop expense and liability figures. To do so, the APVTPB is divided into two parts: the portions attributable to service rendered prior to the valuation date (the past service liability or actuarial accrued liability under GASB 43 and 45) and to service after the valuation date but prior to retirement (the future service liability).

The past service and future service liabilities are each funded in a different way. We will start with the future service liability which is funded by the normal cost.

D. Cost to Prefund Retiree Benefits

1. Normal Cost

The average hire age for eligible employees is 31. To accrue the liability by retirement, the College would accrue the retiree liability over a period of about 29 years (assuming an average retirement age of 60). We applied an "entry age normal" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated normal cost.

Normal Cost Year Beginning

<table>
<thead>
<tr>
<th>December 1, 2006</th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Employees</td>
<td>81</td>
<td>43</td>
<td>29</td>
<td>9</td>
</tr>
<tr>
<td>Per Capita Normal Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-65 Benefit</td>
<td>N/A</td>
<td>$1,173</td>
<td>$931</td>
<td>$1,189</td>
</tr>
<tr>
<td>Post-65 Benefit</td>
<td>N/A</td>
<td>$1,009</td>
<td>$767</td>
<td>$898</td>
</tr>
<tr>
<td>First Year Normal Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-65 Benefit</td>
<td>$88,139</td>
<td>$50,439</td>
<td>$26,999</td>
<td>$10,701</td>
</tr>
<tr>
<td>Post-65 Benefit</td>
<td>$73,712</td>
<td>$43,387</td>
<td>$22,243</td>
<td>$8,082</td>
</tr>
<tr>
<td>Total</td>
<td>$161,851</td>
<td>$93,826</td>
<td>$49,242</td>
<td>$18,783</td>
</tr>
</tbody>
</table>
Accruing retiree health benefit costs using normal costs would level out the cost of retiree health benefits over time and more fairly reflect the value of benefits "earned" each year by employees. This normal cost would increase each year based on covered payroll.

2. Amortization of Unfunded Actuarial Accrued Liability (UAAL)

If actuarial assumptions are borne out by experience, the College could fully accrue retiree benefits by expensing an amount each year that equals the normal cost. If no accruals had taken place in the past, there would be a shortfall of many years' contributions, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the actuarial accrued liability (AAL). We calculated the AAL as the APVTPB minus the present value of future normal costs.

The College can amortize the UAAL over many years. The table below shows the annual amount necessary to amortize the UAAL over a period of 12 years at 5% interest. (Thirty years is the longest amortization period allowable under GASB 43 and 45.) GASB 43 and 45 will allow amortizing the UAAL using either payments that stay the same as a dollar amount, or payments that are a flat percentage of covered payroll over time. The figures below reflect the level percentage of payroll method. This amortization payment would increase each year based on covered payroll. Payments would continue for 12 years, after which time amortization payments would end.

### Actuarial Accrued Liability

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active: Pre-65</td>
<td>$1,380,872</td>
<td>$659,122</td>
<td>$508,673</td>
<td>$213,077</td>
</tr>
<tr>
<td>Post-65</td>
<td>$2,116,610</td>
<td>$1,158,605</td>
<td>$680,102</td>
<td>$277,903</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$3,497,482</td>
<td>$1,817,727</td>
<td>$1,188,775</td>
<td>$490,980</td>
</tr>
<tr>
<td>Retiree: Pre-65</td>
<td>$1,250,908</td>
<td>$285,447</td>
<td>$743,527</td>
<td>$221,934</td>
</tr>
<tr>
<td>Post-65</td>
<td>$2,627,593</td>
<td>$1,317,917</td>
<td>$1,131,812</td>
<td>$177,864</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$3,878,501</td>
<td>$1,603,364</td>
<td>$1,875,339</td>
<td>$399,798</td>
</tr>
<tr>
<td>Subtot Pre-65</td>
<td>$2,631,778</td>
<td>$944,568</td>
<td>$1,252,200</td>
<td>$435,010</td>
</tr>
<tr>
<td>Subtot Post-65</td>
<td>$4,444,203</td>
<td>$2,476,522</td>
<td>$1,811,914</td>
<td>$455,767</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$7,375,982</td>
<td>$3,421,090</td>
<td>$3,064,115</td>
<td>$890,777</td>
</tr>
<tr>
<td>Funded at December 1, 2006</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Unfunded AAL</td>
<td>$7,375,982</td>
<td>$3,421,090</td>
<td>$3,064,115</td>
<td>$890,777</td>
</tr>
<tr>
<td>1st Year UAAL</td>
<td>$694,978</td>
<td>$322,341</td>
<td>$288,706</td>
<td>$83,931</td>
</tr>
</tbody>
</table>

3. Annual Required Contributions (ARC)

If the College determines retiree health plan expenses in accordance with GASB 43 and 45, first year costs
will include both normal cost and UAAL amortization costs. The sum of normal cost and UAAL amortization costs is called the Annual Required Contribution (ARC) and is shown below.

### Annual Required Contribution (ARC) Year Beginning

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Certified</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Cost</td>
<td>$161,851</td>
<td>$93,826</td>
<td>$49,242</td>
<td>$18,783</td>
</tr>
<tr>
<td>UAAL Amortization</td>
<td>$694,978</td>
<td>$322,341</td>
<td>$288,706</td>
<td>$83,931</td>
</tr>
<tr>
<td><strong>ARC</strong></td>
<td>$856,829</td>
<td>$416,167</td>
<td>$337,948</td>
<td>$102,714</td>
</tr>
<tr>
<td>Pay-As-You-Go Cost</td>
<td>$794,300</td>
<td>$435,419</td>
<td>$276,953</td>
<td>$81,928</td>
</tr>
<tr>
<td>Added Cost of GASB 43/45</td>
<td>$62,529</td>
<td>-$19,252</td>
<td>$60,995</td>
<td>$20,786</td>
</tr>
</tbody>
</table>

This amortization payment would increase each year based on covered payroll. Payments would continue for 12 years, after which time amortization payments would end. The normal cost remains as long as there are active employees who may some day qualify for College-paid retiree health benefits. This normal cost would increase each year based on covered payroll.

Should Marin CCD decide to fund retiree health benefits as shown above, the cost of current retiree benefits would be deducted from earmarked funds. This means the true cost is the difference between the ARC and "pay-as-you-go" costs. The above table shows the additional cost necessary to fund retiree health benefits.

#### 4. Other Components of Annual OPEB Cost (AOC)

Once GASB 43 and 45 are implemented, the expense and liability amounts may include more components of cost than the normal cost plus amortization of the UAAL. This will apply to employers that don’t fully fund the Annual Required Cost (ARC) through an irrevocable trust.

- The annual OPEB cost (AOC) will include assumed interest on the net OPEB obligation (NOO). The annual OPEB cost will also include an amortization adjustment for the net OPEB obligation. (It should be noted that there is no NOO if the ARC is fully funded through a qualifying “plan”.)

- The net OPEB obligation will equal the accumulated differences between the (AOC) and qualifying “plan” contributions.
PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project ten year cash flow under the retiree health program. Because these cash flow estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are certain to be inaccurate. However, these estimates show the size of needed cash flow and also the rate of increase in annual costs. Because we have used trend rates that are constant over time, it is likely that medical costs will be understated in some years and overstated in others.

We have estimated that over the next ten years, pay-as-you-go retiree health costs will increase at an average rate of about -3.5% per year. This average annual increase reflects the trend factor shown in Appendix C, the operation of any plan limitations on the employer’s contributions to pay for retiree health benefits, and changes in the number of retirees receiving employer-paid benefits.

The following table shows a projection of annual amounts needed to pay the College share of retiree health premiums.

<table>
<thead>
<tr>
<th>Year</th>
<th>Total</th>
<th>Certified</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$794,300</td>
<td>$435,419</td>
<td>$276,953</td>
<td>$81,928</td>
</tr>
<tr>
<td>2007</td>
<td>$834,663</td>
<td>$437,848</td>
<td>$303,573</td>
<td>$93,242</td>
</tr>
<tr>
<td>2008</td>
<td>$862,619</td>
<td>$471,634</td>
<td>$327,360</td>
<td>$63,625</td>
</tr>
<tr>
<td>2009</td>
<td>$822,665</td>
<td>$444,082</td>
<td>$318,503</td>
<td>$60,080</td>
</tr>
<tr>
<td>2010</td>
<td>$768,391</td>
<td>$398,144</td>
<td>$300,661</td>
<td>$69,586</td>
</tr>
<tr>
<td>2011</td>
<td>$787,894</td>
<td>$408,032</td>
<td>$305,168</td>
<td>$74,694</td>
</tr>
<tr>
<td>2012</td>
<td>$771,031</td>
<td>$382,124</td>
<td>$301,476</td>
<td>$87,431</td>
</tr>
<tr>
<td>2013</td>
<td>$642,094</td>
<td>$310,341</td>
<td>$261,368</td>
<td>$70,385</td>
</tr>
<tr>
<td>2014</td>
<td>$650,036</td>
<td>$310,192</td>
<td>$261,042</td>
<td>$78,802</td>
</tr>
<tr>
<td>2015</td>
<td>$576,488</td>
<td>$269,967</td>
<td>$221,091</td>
<td>$85,430</td>
</tr>
</tbody>
</table>
PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. We recommend every two or three years as will be required under GASB 43/45. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

➢ An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.

➢ An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.

➢ An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.

➢ An employer should perform a valuation whenever the employer introduces or changes retiree contributions.

We recommend Marin CCD take the following actions to ease future valuations.

➢ We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the College should review the actuarial assumptions in Appendix C carefully. If the College has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the College should engage in discussions or perform analyses to determine the best estimate of the assumption in question.
PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

➢ We used paper reports and digital files containing employee demographic data from the College personnel records.

➢ We used relevant sections of collective bargaining agreements provided by the College.
APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the College wants more refined estimates for decision-making, we recommend additional investigation. Following is a brief summary of the impact of some of the more critical assumptions.

1. Where actuarial assumptions differ from expected experience, our estimates could be overstated or understated. One of the most critical assumptions is the medical trend rate. The College may want to commission further study to assess the sensitivity of liability estimates to our medical trend assumptions. For example, it may be helpful to know how liabilities would be affected by using a trend factor 1% higher than what was used in this study.

2. We used an "entry age normal" actuarial cost method to estimate the actuarial accrued liability and normal cost. GASB will allow this as one of several permissible methods under its upcoming accounting standard. Using a different cost method could result in a somewhat different recognition pattern of costs and liabilities.
Total Compensation Systems, Inc.

APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The College should carefully review these assumptions and methods to make sure they reflect the College's assessment of its underlying experience. It is important for Marin CCD to understand that the appropriateness of all selected actuarial assumptions and methods are Marin CCD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 43 and 45, applicable actuarial standards of practice, Marin CCD's actual historical experience, and TCS's judgement based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

**ACTUARIAL COST METHOD:** Entry age normal. The allocation of OPEB cost is based on years of service. We used the level percentage of payroll method to allocate OPEB cost over years of service.

Entry age is based on the average age at hire for eligible employees. The attribution period is determined as the difference between the average retirement age and the average age at hire. The present value of future benefits and present value of future normal costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the normal cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees).

**AMORTIZATION METHODS:** We used the level percentage of payroll method to allocate amortization cost by year. We used a 12 year amortization period. Because there has not been a previous valuation to comply with GASB 43 and/or 45, it was not necessary at this time for Marin CCD to make an election with respect to whether to use an “open” or “closed” amortization period; or whether to use different amortization periods for different sources of the UAAL.

**SUBSTANTIVE PLAN:** As required under GASB 43 and 45, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Marin CCD regarding practices with respect to employer and employee contributions and other relevant factors.
ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

**INFLATION:** We assumed 3% per year.

**INVESTMENT RETURN / DISCOUNT RATE:** We assumed 5% per year. This is based on assumed long-term return on plan assets or employer assets, as appropriate. We used the “Building Block Method” as described in ASOP 27 Paragraph 3.6.2. Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

**TREND:** We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

**PAYROLL INCREASE:** We assumed 3% per year. This assumption applies only to the extent that either or both of the normal cost and/or UAAL amortization use the level percentage of payroll method. For purposes of applying the level percentage of payroll method, payroll increase must not assume any increases in staff or merit increases.

**ACTUARIAL ASSET VALUATION:** We used asset values provided by Marin CCD. Because there has not been a previous valuation to comply with GASB 43 and/or 45, it was not necessary at this time for Marin CCD to make an election with respect to whether to use an asset smoothing formula and, if so, what smoothing method to use.
Total Compensation Systems, Inc.

**NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35).

**MORTALITY:** We used the 1983 Group Annuity Mortality Table (sex distinct), with male ages set back 5 years and female ages set back 3 years.

**RETIREMENT RATES:** These rates are applied to the number of employees still working at the age shown.

<table>
<thead>
<tr>
<th>Age</th>
<th>Faculty Rate</th>
<th>Non-Faculty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>0%</td>
<td>2%</td>
</tr>
<tr>
<td>51</td>
<td>0%</td>
<td>2%</td>
</tr>
<tr>
<td>52</td>
<td>0%</td>
<td>3%</td>
</tr>
<tr>
<td>53</td>
<td>0%</td>
<td>3%</td>
</tr>
<tr>
<td>54</td>
<td>0%</td>
<td>5%</td>
</tr>
<tr>
<td>55</td>
<td>3.5%</td>
<td>5%</td>
</tr>
<tr>
<td>56</td>
<td>6%</td>
<td>7%</td>
</tr>
<tr>
<td>57</td>
<td>8%</td>
<td>7%</td>
</tr>
<tr>
<td>58</td>
<td>9.5%</td>
<td>7%</td>
</tr>
<tr>
<td>59</td>
<td>22.2%</td>
<td>10%</td>
</tr>
<tr>
<td>60</td>
<td>25%</td>
<td>10%</td>
</tr>
<tr>
<td>61</td>
<td>21%</td>
<td>20%</td>
</tr>
<tr>
<td>62</td>
<td>22%</td>
<td>40%</td>
</tr>
<tr>
<td>63</td>
<td>22%</td>
<td>40%</td>
</tr>
<tr>
<td>64</td>
<td>28%</td>
<td>40%</td>
</tr>
<tr>
<td>65</td>
<td>30%</td>
<td>60%</td>
</tr>
<tr>
<td>66</td>
<td>27.5%</td>
<td>30%</td>
</tr>
<tr>
<td>67</td>
<td>26.5%</td>
<td>30%</td>
</tr>
<tr>
<td>68</td>
<td>23.5%</td>
<td>90%</td>
</tr>
<tr>
<td>69</td>
<td>27%</td>
<td>90%</td>
</tr>
<tr>
<td>70</td>
<td>50%</td>
<td>90%</td>
</tr>
<tr>
<td>71</td>
<td>50%</td>
<td>90%</td>
</tr>
</tbody>
</table>
VESTING RATES:

<table>
<thead>
<tr>
<th></th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vesting Percentage</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Vesting Period</td>
<td>15 years</td>
<td>10 years</td>
<td>10 years</td>
</tr>
</tbody>
</table>

COSTS FOR RETIREE COVERAGE:

There was not sufficient information available to determine whether there is an implicit subsidy for retiree health costs. Based on ASOP 6, there can be justification for using “community-rated” premiums as the basis for the valuation where the insurer is committed to continuing rating practices. This is especially true where sufficient information is not available to determine the magnitude of the subsidy. However, Marin CCD should recognize that costs and liabilities in this report could change significantly if either the current insurer changes rating practices or if Marin CCD changes insurers.

First Year costs are as shown below. Subsequent years’ costs are based on first year costs adjusted for trend and limited by any College contribution caps.

<table>
<thead>
<tr>
<th></th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Retirees: based on actual costs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Current Plan:

<table>
<thead>
<tr>
<th></th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Future Retirees Pre-65</td>
<td>$10,018</td>
<td>$7,253</td>
<td>$10,018</td>
</tr>
<tr>
<td>Future Retirees Post-65</td>
<td>$9,175</td>
<td>$7,274</td>
<td>$9,175</td>
</tr>
</tbody>
</table>

PARTICIPATION RATES: 100%

TURNOVER: We used a unisex table developed by TCS based on community college district data. Rates are based on length of service as follows:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Turnover Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1</td>
<td>10.2%</td>
</tr>
<tr>
<td>2 – 6</td>
<td>5.1%</td>
</tr>
<tr>
<td>7 – 12</td>
<td>3.7%</td>
</tr>
<tr>
<td>13 – 14</td>
<td>1.7%</td>
</tr>
<tr>
<td>15 – 19</td>
<td>0.9%</td>
</tr>
<tr>
<td>20+</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

SPOUSE PREVALENCE: To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES: To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.
**AGING FACTORS:**

<table>
<thead>
<tr>
<th>Attained Age</th>
<th>Medical Annual Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>50-64</td>
<td>3.5%</td>
</tr>
<tr>
<td>65-69</td>
<td>3.0</td>
</tr>
<tr>
<td>70-74</td>
<td>2.5</td>
</tr>
<tr>
<td>75-79</td>
<td>1.5</td>
</tr>
<tr>
<td>80-84</td>
<td>0.5</td>
</tr>
<tr>
<td>85+</td>
<td>0.0</td>
</tr>
</tbody>
</table>
### APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

#### ELIGIBLE ACTIVE EMPLOYEES:

<table>
<thead>
<tr>
<th>Age</th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 25</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>25-29</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>30-34</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>35-39</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>40-44</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>45-49</td>
<td>8</td>
<td>0</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>50-54</td>
<td>10</td>
<td>2</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>55-59</td>
<td>32</td>
<td>20</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>60-64</td>
<td>19</td>
<td>14</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>65 and older</td>
<td>10</td>
<td>7</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>81</td>
<td>43</td>
<td>29</td>
<td>9</td>
</tr>
</tbody>
</table>

#### ELIGIBLE RETIREES:

<table>
<thead>
<tr>
<th>Age</th>
<th>Total</th>
<th>Certificated</th>
<th>Classified</th>
<th>Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 50</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>50-54</td>
<td>3</td>
<td>0</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>55-59</td>
<td>8</td>
<td>1</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>60-64</td>
<td>34</td>
<td>13</td>
<td>17</td>
<td>4</td>
</tr>
<tr>
<td>65-69</td>
<td>43</td>
<td>30</td>
<td>10</td>
<td>3</td>
</tr>
<tr>
<td>70-74</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>75-79</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>80-84</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>85-89</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>90 and older</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>89</td>
<td>44</td>
<td>36</td>
<td>9</td>
</tr>
</tbody>
</table>
APPENDIX E: GASB 12 COMPLIANCE INFORMATION

GASB 12 specifies disclosure requirements for employers that provide postemployment benefits other than pension (OPEB).

If Marin CCD chooses to prefund retiree health benefits using figures in this report, the following information will assist in compiling the expanded disclosure required by GASB 12.

Actuarial cost method: Entry age normal
Interest rate assumption: 5%
Projected salary increase assumption: 3%
Health inflation assumption: 4%
Actuarially required contributions Year Beginning December 1, 2006
Normal cost: $161,851
Unfunded Actuarial accrued liability amortization: $694,978
Actuarial accrued liability as of December 1, 2006: $7,375,982

The unfunded actuarial accrued liability should be calculated as the actuarial accrued liability shown above minus the amount of net assets available for OPEB.
APPENDIX F: RETIREE HEALTH EXPENSES CHARGEABLE TO CATEGORICAL PROGRAMS

California Community Colleges Accounting Advisory 96-02 allows districts to charge retiree health costs to categorical programs subject to certain restrictions. First, the charges must be based on a recent actuarial valuation. Second, only costs associated with current employees may be so charged.

The College may charge normal costs at the rates shown on page 11 to categorical programs. In addition, the College may charge the portion of the actuarial accrued liability amortization payment attributable to active employees. These amortization payments are as follows:

- $3,862 per classified employee
- $3,983 per faculty member
- $5,140 per management employee
APPENDIX G: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a non-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Accrued Liability: The amount of the actuarial present value of total projected benefits attributable to employees' past service based on the actuarial cost method used.

Actuarial Cost Method: A mathematical model for allocating OPEB costs by year of service.

Actuarial Present Value of Total Projected Benefits: The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation date.

Actuarial Value of Assets: Market-related value of assets which may include an unbiased formula for smoothing cyclical fluctuations in asset values.

Annual OPEB Cost: This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Annual Required Contribution plus interest on the Net OPEB obligation minus an adjustment to reflect the amortization of the net OPEB obligation.

Annual Required Contribution: The sum of the normal cost and an amount to amortize the unfunded actuarial accrued liability. This is the basis of the annual OPEB cost and net OPEB obligation.

Closed Amortization Period: An amortization approach where the original ending date for the amortization period remains the same. This would be similar to a conventional, 30-year mortgage, for example.

Discount Rate: Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower normal costs and actuarial accrued liability.

Implicit Rate Subsidy: The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees.

Mortality Rate: Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar “population” to the one being studied.

Net OPEB Obligation: The accumulated difference between the annual OPEB cost and amounts contributed to an irrevocable trust exclusively providing retiree OPEB benefits and protected from creditors.

Normal Cost: The dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
### OPEB Benefits:
Other PostEmployment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.

### Open Amortization Period:
Under an open amortization period, the remaining unamortized balance is subject to a new amortization schedule each valuation. This would be similar, for example, to a homeowner refinancing a mortgage with a new 30-year conventional mortgage every two or three years.

### Participation Rate:
The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower normal cost and actuarial accrued liability. The participation rate often is related to retiree contributions.

### Retirement Rate:
The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with vesting rates to reflect both age and length of service). The more likely employees are to retire early, the higher normal costs and actuarial accrued liability will be.

### Transition Obligation:
The amount of the unfunded actuarial accrued liability at the time actuarial accrual begins in accordance with an applicable accounting standard.

### Trend Rate:
The rate at which the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher normal costs and actuarial accrued liability.

### Turnover Rate:
The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce normal costs and actuarial accrued liability.

### Unfunded Actuarial Accrued Liability:
This is the excess of the actuarial accrued liability over assets irrevocably committed to provide retiree health benefits.

### Valuation Date:
The date as of which the OPEB obligation is determined. Under GASB 43 and 45, the valuation date does not have to coincide with the statement date.

### Vesting Rate:
The proportion of retiree benefits earned, based on length of service and, sometimes, age. (Vesting rates are often set in conjunction with retirement rates.) More rapid vesting increases normal costs and actuarial accrued liability.
BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Subject: Draft Memorandum of Understanding - Sonoma State University

Date: March 13, 2007  
Item & File No. B.10.a

Reason for Board Consideration: Information: Item for Future Action

Enclosure(s): Draft MOU with Sonoma State University

BACKGROUND:

This draft Memorandum of Understanding is submitted to the Board with the proviso that counsel will finalize for future Board action in April.

This item is for the purpose of entering into an agreement between Sonoma State University (SSU) and the Marin Community College District (DISTRICT) with the intention for the DISTRICT to house human simulator mannequins owned by SSU. With this agreement the DISTRICT will host, in partnership with SSU, human simulation technology scenario practice at IVC.

The proposed MOU will serve as a bridge agreement until a formalized, more detailed agreement is completed and presented to the Board for approval.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees review the draft Memorandum of Understanding with Sonoma State University.

Administrator Initiating Item  
Nanda Schorske, Dean of Workforce Development and College-Community Partnerships
MEMORANDUM OF UNDERSTANDING

PARTIES: Sonoma State University (SSU) and Marin Community College District (MCCD)

REGARDING: Memorandum of Understanding (MOU) for hosting SSU’s Clinical Simulators at the MCCD, Indian Valley Campus (IVC)

DATE: __________

Sonoma State University (SSU) and the Marin Community College District (DISTRICT) agree to the responsibilities as described below:

Hosting of Clinical Simulators, property of Sonoma State University Nursing Program, at the Marin Community College-District Indian Valley Campus:

Sonoma State University (SSU) and the Marin Community College District (DISTRICT) enter into this agreement for the purpose of supporting the Marin Clinical Simulation Center, located at the DISTRICT on the Indian Valley Campus (IVC):

The Marin Community College District (DISTRICT) takes sole responsibility to provide:
- Space to host clinical simulators as described in Appendix A, “Simulator and Simulator Equipment Inventory”
- Adequate power source to support the simulator units and accompanying technology
- Adequate security of simulator units
- Fire and theft insurance coverage for SSU’s simulator and related equipment while on DISTRICT property
- Access to simulators by SSU at the host site as mutually agreed upon.

Sonoma State University Nursing Program agrees to provide:
- Clinical simulators and technology as described in Appendix A, “Simulator Inventory”
- Availability of Clinical simulators anticipated for use at the Indian Valley Campus for a two year period and/or until SSU has completed site preparation to host at SSU
- Supervision of vendor’s transport and set-up of simulators and equipment at the IVC District facility at IVC
- Participation in the Simulation Center design and facility modification
- Participation in supervision and use plan for simulator units
- Regular maintenance and any necessary repair of simulators and accompanying equipment.
All correspondence to the District should be directed to:
Albert Harrison, Vice President of College Operations
Marin Community College District
835 College Avenue
Kentfield, CA 94904-2590
Phone: 415-457-8811 ~~~~~ Fax: 415-485-0135
Al.harrison@marin.edu

All correspondence to Sonoma State University should be directed to:
Dr. Liz Close Chair
Sonoma State University, Department of Nursing
1801 E. Cotati Avenue
Rohnert Park, CA 94928
Phone: 707/664-2465 ~~~~~ Fax: 707/664-2653
Liz.close@sonoma.edu

Signature: ___________________________ Signature: ___________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

Sonoma State University Marin Community College District

This Memorandum of Understanding is effective ___________________ and in place until cancelled by either party for any or no reason with thirty (30) days written notice. This Memorandum of Understanding will serve to support the use of Sonoma State University's simulators and related equipment on the Marin Community College District Indian Valley Campus until any subsequent agreement is or may be negotiated.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: March 13, 2007
Item & File No. B.11.B

Subject: Classified Personnel Recommendations

Reason for Board Consideration:

APPROVAL

Enclosure(s):

Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment of Classified Personnel
B. Request for Leave of Absence/Uncompensated Leave

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on both the instructional and non-instructional side of the 50% law.

R. Craig, R. Jones are on the non-instructional side of the 50% law.

J. Woods is on the instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Classified Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
A. APPOINTMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
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<th>Effective Date</th>
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<td>Gardener</td>
<td>1.0</td>
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<td>02/14/2007</td>
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<tr>
<td>2.</td>
<td>*Jones, Rhonda</td>
<td>Administrative Assistant to Dean/Director of Student</td>
<td>1.0</td>
<td>12</td>
<td>02/26/2007</td>
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<td></td>
<td></td>
<td>Development &amp; Special Services</td>
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BACKGROUND INFORMATION:

1. Mr. Craig has accepted the 1.0 FTE/12MPY position of Gardener effective February 14, 2007.

2. Ms. Jones has accepted the 1.0 FTE/12MPY position of Administrative Assistant to the Dean/Director of Student Development and Special Services effective February 26, 2007.

*Probationary employee for six-months.
B. CLASSIFIED REQUEST FOR LEAVE OF ABSENCE/UNCOMPENSATED LEAVE

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<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
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<td>Instructional Assistant – BIS/IVC</td>
<td>.80</td>
<td>10</td>
<td>03/19/2007 – 08/13/2007</td>
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</table>

BACKGROUND INFORMATION:

1. Employees’ request for an extension of her Uncompensated Leave has been approved effective March 19, 2007 through August 13, 2007.
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Academic Personnel Recommendations

Reason for Board Consideration: APPROVAL

Date: March 13, 2007

Item & File No. B.11.C

Enclosure(s):

Recommendations

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Approval of Continued Employment of Academic Contract Faculty
B. Change of Academic Personnel Assignment

BUDGET IMPLICATIONS: All recommendations are within budgeted FTE and are on the instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Academic Personnel Recommendations.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
## A. APPROVAL OF CONTINUED EMPLOYMENT OF ACADEMIC CONTRACT FACULTY

<table>
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<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title</th>
<th>Discipline</th>
<th>FTE</th>
<th>Date of Hire</th>
<th>Contract Year</th>
<th>Contract Year Recommendation</th>
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<td>Counselor</td>
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<td>4th year</td>
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<td>Dodge, Margaret</td>
<td>Instructor, Early Childhood Education</td>
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<td>1.0</td>
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<td>4th year</td>
<td>Contract for Permanent Status</td>
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<td>3</td>
<td>Loeser, Jennifer</td>
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<td>08/18/2003</td>
<td>4th year</td>
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<td>Kelley, Patrick</td>
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<td>Contract for 4th year Probationary</td>
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<td>Lacy, Carol</td>
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<td>Ruddle, Joanna C.</td>
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<td>08/16/2004</td>
<td>3rd year</td>
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<td>7</td>
<td>Agudelo-Silva, Fernando</td>
<td>Biology/Environmental Landscape Instructor</td>
<td>1.00</td>
<td>01/18/2005</td>
<td>2nd year</td>
<td>Contract for 3rd year Probationary</td>
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<td>8</td>
<td>Borenstein, Bonnie</td>
<td>Communications</td>
<td></td>
<td>1.00</td>
<td>07/01/05</td>
<td>2nd year</td>
<td>Contract for 3rd year Probationary</td>
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<td>Edwards, Shaquam</td>
<td>Early Childhood Education</td>
<td>Biology</td>
<td>1.00</td>
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<td>10</td>
<td>Brown, Becky</td>
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<td>Biology</td>
<td>1.00</td>
<td>08/18/2005</td>
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<td>11</td>
<td>Carrouche, Carmen</td>
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<td>2nd year</td>
<td>Contract for 3rd year Probationary</td>
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<tr>
<td>12</td>
<td>Chavez, Robert</td>
<td>Physics</td>
<td></td>
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<td>13</td>
<td>Marmysz, John</td>
<td>Philosophy</td>
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<td>1.00</td>
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<td>14</td>
<td>Woodlief, Blaze</td>
<td>Communications, English, ESL Credit</td>
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<td>1.00</td>
<td>01/01/2006</td>
<td>2nd year</td>
<td>Contract for 2nd year Probationary</td>
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### Children Center Faculty

- 1. Rossi, Yolandi: Children Center Faculty 1.00 08/12/2002 4th year Contract for Permanent Status
- 2. Helen Morales: Children Center Faculty 1.00 08/14/2006 1st year Contract for 2nd year Probationary

### BACKGROUND INFORMATION:

1. California Education Code Section 87607 provides that before a decision is made relative to the continued employment of academic contract employee, the following requirements shall be satisfied:
   1. The employee shall be evaluated.
   2. The Governing Board has received statements of said evaluation.
   3. The Governing Board has received recommendations of the President in a lawful meeting of the Board.

Items 1-14 and Children Center Faculty 1-2.: The evaluations for listed faculty have been received and are satisfactory.
B. CHANGE OF ACADEMIC PERSONNEL ASSIGNMENT

<table>
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<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>1.</td>
<td>Delgado, Mary</td>
<td>From: Asst. Site Supervisor, Children’s Center</td>
<td>1.0</td>
<td>Permanent</td>
<td>6/30/07</td>
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<tr>
<td></td>
<td></td>
<td>To: Teacher, Children’s Center</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/07</td>
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</table>

BACKGROUND INFORMATION:

1. Change in assignment from Assistant Site Supervisor, Children’s Center to Teacher, Children’s Center.
BACKGROUND

Pursuant to A.B. 500 a Short-Term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve these positions. The attached job descriptions are submitted for approval:

Short-Term Hourly Positions.

BUDGET IMPLICATIONS: All recommendations are within budget and are on the non-instructional and instructional side of the 50% law.

Bookstore Clerk in the Bookstore is on the non-instructional side of the 50% law.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Short-Term Hourly Positions.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
A. SHORT TERM HOURLY POSITIONS – March 13, 2007

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<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
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<tr>
<td>Bookstore</td>
<td><strong>Bookstore Clerk</strong> – To assist Classified staff. Cashier, stock, price, customer service, shipping, receiving, prep for rush, and buy back.</td>
<td>*2</td>
<td>03/05/07</td>
<td>06/30/07</td>
<td>$ 8.25- $ 9.25 hour DOE</td>
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<td>05/07/07</td>
<td>$ 9.75- $15.00 hour DOE</td>
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BACKGROUND:

Pursuant to A.B. 500 a Short-Term hourly employee cannot begin working until the Board has taken action at a regularly scheduled meeting to approve these positions. The above job descriptions are submitted for approval.

*Human Resources did not receive necessary paperwork from the department until after the individual’s worked. These hourly employees need to be paid for work that has already been completed.

March 13, 2007
The accompanying transfer information includes twenty-three budget transfers in February, totaling $12,263.43 from Unrestricted Funds. There were two transfers from Unrestricted Reserve for $26,000.00: $25,000.00 that was Board approved, for the Learning Resource Center and $1,000.00 for the purchase of a new copier in the Harlan Center for administrator’s staff.

There were thirteen transfers from Restricted Funds for $14,306.00. There were two additional transfers from Restricted Reserves Contingency totaling $54,240.00 to augment funding: $53,097.00, for EOPS and $1,143.00 for the CARE budget, after notification of the State Chancellor’s budget increase due to revenue increases for the period.

There was one budget transfer from the Child Care Fund for 100.00, for required fingerprinting.

There were two transfers from the Measure C Fund, totaling $16,000.00. There was one transfer from the Measure C Reserves for $29,978.00, to Construction, to Cover Change Order Number 1 and the Construction Management fee increase.

Net effect of transfers.

<table>
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<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
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<td>3000 (Employee Benefits)</td>
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<td>5000 (Other Operating Exp.)*</td>
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<td>6000 (Capital Outlay)</td>
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<td>7000 (Other Outgo)**</td>
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<td>8000 (Income)</td>
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<td>9000 (General Ledger)</td>
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*Includes utilities, consultants, travel, legal services, maintenance contracts etc.

**Includes contingency reserves, financial aid awards, and inter-fund transfers.

RECOMMENDATION:
The Superintendent/President recommends that the Board of Trustees approve the Budget Transfers – Month of February 2006/07.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<table>
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**RESTRICTED FUND**

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<td></td>
<td></td>
<td>3,986.83</td>
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**TOTAL GENERAL FUND**

| 10,497.00 | 1,712.00 | 12,397.00 | (40,768.54) | 46,297.78 | 50,104.76 | (80,240.00) | 121,008.54 | 213,698.54 |

**CHILDREN'S FUND**

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**MEASURE C FUND**

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<td>5,000</td>
<td>(5,000)</td>
<td>0</td>
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<td></td>
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</table>

**TOTAL ALL FUND**

| 10,497.00 | 1,712.00 | 12,397.00 | (35,769) | 57,396 | 63,983 | (110,218) | 145,987 | 132,809 |

Budget inter-project transfers were funds remained within object code and transfers offset to zero, not included in totals.

* 1385  (50,000) | 50,000 | 0
* 1460  (2,000) | 2,000 | 0
* 1462  (60,000) | 60,000 | 0
* 1465  (20,000) | 20,000 | 0
* 1457  (18,000) | 18,000 | 0

Total Measure C Building transfers were funds remained within same object code.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>March 13, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.11.F</td>
<td></td>
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<tr>
<td>Subject:</td>
<td>Warrant Approval for Month of January 2007</td>
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<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>Warrant Listing</td>
<td></td>
<td></td>
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</tbody>
</table>

**BACKGROUND:**

Attached is the amount of warrants prepared for purchase orders already issued, purchase orders previously approved for purchases over $15,000 for labor or $50,000 for materials and supplies and direct charges. Warrant registers are available in Fiscal Services for review.

For the period 02/07/2007 through 02/27/2007, warrants 65405-65857 were issued in the total amount of $1,870,416.18.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: March 13, 2007

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services

Per Board Bylaw 1.5310, Section b-7, it is recommended that warrants 65405-65857 in the amount of $1,870,416.18 for all funds for the period 02/07/2007 through 02/27/2007 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $907,836.66 of the above amount.

President or Designee

<table>
<thead>
<tr>
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<td>Classified Salaries</td>
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<td>Employee Benefits</td>
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<td>5,279,767</td>
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<td>Books &amp; Supplies</td>
<td>1,481,026</td>
<td>86,119</td>
<td>1,018,070</td>
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<td>Other Operating Expense*</td>
<td>5,216,859</td>
<td>2,473,776</td>
<td>2,559,081</td>
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<td>Capital Outlay</td>
<td>1,543,227</td>
<td>361,551</td>
<td>1,181,676</td>
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<td>Other Outgo**</td>
<td>3,833,696</td>
<td>2,321,825</td>
<td>1,511,872</td>
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<td>Total</td>
<td>52,590,234</td>
<td>27,760,780</td>
<td>24,505,808</td>
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</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.

** Includes financial aid awards and inter-fund transfers.
MARY COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>March 13, 2007</th>
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<td>From:</td>
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<td>Item &amp; File No. B.11.G</td>
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<tr>
<td>Subject:</td>
<td>Adoption of the Procedure for Publication, Outreach and Selection of Citizens’ Oversight Committee (C.O.C.)</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td></td>
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</table>

APPROVAL

BACKGROUND:

Pursuant to the bylaws establishing a Citizens’ Oversight Committee for Measure C General Obligation Bonds, the following procedure will be used to publicize and reach out to interested citizens who would care to serve on the C.O.C. The selection process is the same as it was last year.

- publicize in all local newspapers inviting applications (application attached).
- screening process to include Board Officers and College President.
- recommendations to go to Board no later than April 17, 2007.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees adopt the above procedure for selection of the C.O.C.

Administrator Initiating Item

Frances L. White, Superintendent/President
MARIN COMMUNITY COLLEGE DISTRICT

Application for Measure C Citizens Oversight

Please complete this application and attach a letter of interest (not to exceed three pages). If you wish to include letters of support, please attach no more than two letters. Please return your application packet to the Board of Trustees c/o the Office of the Superintendent/President, College of Marin, 835 College Avenue, Kentfield, CA 94904. Applications must be received no later that March 31, 2007

Name: __________________________________________

Address: ________________________________________

Phone: __________________________________________

E-mail ____________________________________________

Current Occupation: ________________________________

________________________________________________

Please indicate the Citizens Oversight Committee position for which you wish to be considered:

☐ Individual active in a business organization representing the business community located in the District
   Organization: ____________________________________

☐ Individual active in a senior citizens’ organization
   Organization: ____________________________________

☐ Individual active in a bona fide taxpayers’ organization
   Organization: ____________________________________

☐ Individual who is enrolled and active in a community college support group such as student government

☐ Individual who is active in a support organization for College of Marin, such as a foundation
   Organization: ____________________________________

☐ Individual who represents the community at large (must appoint a minimum of two).

Signature ________________________________________ Date: ______________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
Date: March 13, 2007

From: Superintendent/President
Item & File No. B.11.H

Subject:
California Community College League
Tax and Revenue Anticipation Note Program

Reason for Board Consideration: APPROVAL

Enclosure(s):
Resolution

BACKGROUND:

The District borrows funds through the first six months of the fiscal year, prior to the receipt of the first property tax allocations, in order to meet cash flow needs. For the last seven years, the District has participated in the California Community College League Cash Flow Financing Program (Program) with good results.

The attached Resolution authorizes the issuance by the Marin Community College District of up to $12,000,000 in 2007 tax and revenue anticipation notes (TRANs). The 2007 TRANs will be dated July 1, 2007 and the maturity will not exceed 13 months thereafter. The TRANs will be issued through a statewide financing program sponsored by the Community College League of California.

The College of Marin Program for 2006/07 was approved for a total of $12,000,000 but the actual offering was for $9,500,000. District staff recommend that the Program be approved for a maximum of $12,000,000 for 2007/08. Staff will work with the Public Finance Department of RBC Dain Rauscher to determine the final size, which will probably be in the range of $9,500,000 to $11,000,000.

A copy of the California Community College League Tax and Revenue Anticipation Note Program Resolution is attached for approval.

RECOMMENDATION

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution authorizing the issuance of tax anticipation notes for fiscal year 2007/08.

Administrator Initiating Item
March 1, 2007

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 3/13/07 B.11.H

A RESOLUTION AUTHORIZING PARTICIPATION IN THE RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY AND APPROVING AN AGREEMENT

WHEREAS, the Marin Community College District ("District") provides certain retiree health benefits to retired employees;

WHEREAS, the Governmental Accounting Standards Board ("GASB") is requiring new accounting procedures for costs and liabilities associated with retiree health benefit programs;

WHEREAS, various community college districts around the State of California, in conjunction with the Community College League of California are in the process of establishing the Retiree Health Benefit Program Joint Powers Agency ("JPA") for the purpose of assisting its member community college districts in meeting the new accounting standards previously established by GASB; and

WHEREAS, the District’s Board has determined to approve a joint powers agreement (the "JPA Agreement") authorizing the District’s participation in the JPA.

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Marin Community College District as follows:

SECTION 1. Approval of JPA Agreement. The District’s Board approves the form of JPA Agreement by and between various community college districts of the State of California and the Community College League and authorizes the Superintendent/President or their written designee to execute the JPA Agreement on behalf of the District.

SECTION 2. JPA Board Member Appointments. The District’s Board hereby designates the individual serving in the position of Vice President, College Operations to be the representative of the District to serve as a member on the governing board of the JPA. The District’s Board further designates the individual serving in the position Director of Fiscal Services, to serve on behalf of the District as the alternate member to the governing board of the JPA.

SECTION 3. Recognition of Future Approvals. The District’s Board recognizes and acknowledges that prior to the investment of any District funds in any program operated by the JPA on behalf of the District, it will be necessary for the District’s Board to review such investment proposal and either approve or disapprove such proposal within the sole discretion of the District’s Board.
Anticipation Note Program (the “Program”), whereby participating local agencies (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the District desires to have its Note marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, RBC Capital Markets, as the underwriter appointed in Section 22 hereof (the “Underwriter”), will structure one or more pools of notes or series of note participations (referred to herein as the “Note Participations”, the “Series” and/or the “Series of Note Participations”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, by whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, by whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or by other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the “Trust Agreement”) among such Issuers, the District, the California Community College Financing Authority (the “Authority”) and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the “Credit Provider”), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the “Credit Agreement”) between the Issuers and the respective Credit Provider;

WHEREAS, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;
WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for sale through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement, which shall be in substantially the same form as the purchase agreement presented to this meeting (the “Purchase Agreement”);

WHEREAS, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, this Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year, by the issuance of a note or notes in the aggregate Principal Amount under Sections 53850 et seq. of the Act, designated the District’s “2007 Tax and Revenue Anticipation Note,” with an appropriate series designation if more than one note is issued (collectively, the “Note”), to be issued in the form of a fully registered note or notes at the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the “Maturity Date”), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation.
Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable) thereof (or the portion (including the interest component, if applicable) thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the term Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over and other Note.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at closing.
Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations shall be sold to the Underwriter pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as Exhibit A thereto (the “Pricing Confirmation”), presented to this meeting is hereby approved. The authorized representatives set forth in Section 23 hereof (the “Authorized Representatives”) are each hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the Note Rate shall not exceed 12% per annum, and that the District’s pro rata share of Underwriter’s discount on the Note, when added to the District’s share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representative is hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by the Authorized Representative of the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Legislative Body and such officer to be conclusively evidenced by the execution of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The Authorized Representative is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default. The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.
Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the “Rule”), hereby deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor and the Underwriter.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District’s Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District’s Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an “Event of Default” hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only
the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. **No Joint Obligation; Owners' Rights.** The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof, including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. **Disposition of Proceeds of Note.** The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement. The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

Section 8. **Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or
held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District attributable to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District’s general fund to be designated the “2007 Tax and Revenue Anticipation Note Payment Account” (the “Payment Account”) and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the “Payment Subaccount”) shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District’s Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first amounts received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a “Repayment Month” and collectively “Repayment Months”) (and any amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District’s other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six and the maximum amount of
Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Indenture) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such Accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Indenture and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District’s pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment
by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

Section 9. Execution of Note. Any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization
or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District’s Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District’s uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District’s most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Indenture, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District’s financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.
(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors’ rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Indenture, as applicable. Prior to the Maturity Date, moneys in the District’s Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Bonds issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

Section 11. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

The District hereby (i) represents that the aggregate face amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and to be issued by the District during calendar year 2007, including the Note, is not reasonably expected to exceed $5,000,000; or, in the alternative, (ii) covenants that the District will take all
legally permissible steps necessary to ensure that all of the gross proceeds of the Note will be expended no later than the day that is six months after the date of issuance of the Note so as to satisfy the requirements of Section 148(f)(4)(B) of the Code.

Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note, the Owners or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

The covenants contained in this Section 11 shall survive the payment of the Note.

The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any
jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners’ interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District’s Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District’s Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider’s prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District’s obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by
the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:
(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as
described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the “County”) in which the District is located, to the County’s board of supervisors (the “County Board”), and to the County’s superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 20. **Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. **Appointment of Special Counsel.** The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 22. **Appointment of Underwriter.** RBC Dain Rauscher, Inc., Los Angeles, California is hereby appointed as Underwriter for the Program.

Section 23. **Resolution Parameters.**

(a) Name of District: Marin Community College District

(b) Maximum Amount of Borrowing: $12,000,000
(e) Authorized Representatives:

(1) Superintendent/President
(2) Vice President, College Operations
(3) Director, Fiscal Services

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 13th day of March, 2007, by the following vote:

AYES:
NOES:
ABSENT:

________________________________________
President, Board of Trustees

Attest:

________________________________________
Secretary to Board of Trustees
EXHIBIT A
FORM OF NOTE
MARIN COMMUNITY COLLEGE DISTRICT
2007 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^/

<table>
<thead>
<tr>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>Date of Original Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Repayment Date</td>
<td>Second Repayment Date</td>
<td>Third Repayment Date</td>
</tr>
<tr>
<td>__% (Total of principal and interest due on Note at maturity)</td>
<td>__% (Total of principal and interest due on Note at maturity)</td>
<td>__% (Total of principal and interest due on Note at maturity)^/^</td>
</tr>
</tbody>
</table>

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the “District”) acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the “Note Rate”). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the “Trustee”). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided,

^/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

^/^ Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).
however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the “Note”) represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the “Pledged Revenues”), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the
Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

MARIN COMMUNITY COLLEGE DISTRICT

By: ____________________________
Title: __________________________

Countersigned

By: ____________________________
Title: __________________________
[STATEMENT OF INSURANCE]²

² To be used only if Credit Instrument is a policy of municipal bond insurance.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: March 13, 2007
Subject: Testing and Inspection Services – Kleinfelder, Inc. – Amendment # 2

Reason for Board Consideration: CONSENT APPROVAL

Enclosure(s): Amendment # 2

BACKGROUND:

Kleinfelder, Inc. has provided Testing & Inspection services for the Larkspur Annex Demolition Project # 321A, the Fire Mitigation Project # 418A, Storm Drain Repairs Project # 401A and the Ignacio Creek Erosion Mitigation Project # 419A. Due to extended work and minor scope adjustments, additional testing of soil compaction, paving and concrete placement was required. This added effort has resulted in the cost increase noted herein.

Amendment # 2 $ 1,450.90 To complete testing and inspection services in support of the Storm Drain Repairs Project # 401A.

FISCAL IMPACT:

Amendment # 2 will be paid from budgeted Measure C bond funds. The total amount of this contract to date is $21,450.90.

<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>$ 15,000.00</th>
<th>Testing &amp; Inspections Services (KTD &amp; IVC)</th>
</tr>
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<tbody>
<tr>
<td>Amendment # 1</td>
<td>$ 5,000.00</td>
<td>Additional Testing &amp; Inspection Services for Project # 401 Storm Drain Repairs &amp; Project # 419A Ignacio Creek Erosion Mitigation</td>
</tr>
<tr>
<td>Amendment # 2</td>
<td>$ 1,450.90</td>
<td>Additional Testing &amp; Inspection Services for Project # 401A Storm Drain Repairs</td>
</tr>
<tr>
<td>Total Amended Contract Amount</td>
<td>$ 21,450.90</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment # 2 to Kleinfelder, Inc. in the amount of $ 1,450.90 for testing and inspection services.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
AMENDMENT 2

To the MCCD Construction Contract Short Form (Under $15,000) between the MARIN COMMUNITY COLLEGE DISTRICT and Kleinfelder, Inc.

March 13, 2007

AMENDMENT 2 TO COMPENSATION

This is an AMENDMENT attached to, and made a part of the MCCD Construction Contract Short Form (Under $15,000) Agreement (Agreement) dated June 27, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kleinfelder, Inc. (Consultant).

I. Nature and Extent of Service

There is a demonstrated need to finish current services in support of the following project:
  - Storm Drain Repairs Project # 401A

II. Compensation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>$5,000.00</td>
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<tr>
<td>Total Amendment # 2</td>
<td>$1,450.90</td>
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<tr>
<td>Total Short Form Contract Amount</td>
<td>$21,450.90</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the MCCD Construction Contract Short Form (Under $15,000) Agreement dated June 27, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT and Kleinfelder, Inc..

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date ____________________

Al Harrison
Vice President College Operations

Kleinfelder, Inc.

By ____________________________ Date ____________________

__________________________________ Its ____________________

END OF AMENDMENT 2
BACKGROUND:

Since November 2005, Transitions Inc. has been conducting a thorough inventory of all Furniture, Fixtures and Equipment (FF&E) on the Indian Valley, Kentfield and Bolinas Campuses. The attached list of items for disposal represents the next round of property identified for surplus and disposal.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached list of Surplus Property for Disposal.

Administrator Initiating Item
V-Anne Chenock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
<table>
<thead>
<tr>
<th>Discard Now (X)</th>
<th>Location Code</th>
<th>Quantity</th>
<th>Eq No</th>
<th>Room</th>
<th>Dept.</th>
<th>Owner</th>
<th>Description</th>
<th>Detail</th>
<th>Dimension (DxWxH)</th>
<th>Notes</th>
<th>Condition (Poor, Fair, Good)</th>
<th>Finish</th>
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</thead>
<tbody>
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<td></td>
<td>10408</td>
<td>66</td>
<td>LC</td>
<td>FAX Printer</td>
<td>ScanJet 7130Xi</td>
<td></td>
<td></td>
<td></td>
<td>F</td>
<td></td>
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<tr>
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<td></td>
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<td>66-LC</td>
<td></td>
<td>10866</td>
<td>66</td>
<td>LC</td>
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<td></td>
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</tr>
<tr>
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<td>66-LC</td>
<td></td>
<td>9555</td>
<td>66</td>
<td>LC</td>
<td>Monitor</td>
<td>w/9654</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>X</td>
<td>66-LC</td>
<td></td>
<td>8816</td>
<td>66</td>
<td>LC Instr Media Svcs-Office</td>
<td>K Wht-Lam Monitor</td>
<td>w/8814 #881101_O</td>
<td></td>
<td></td>
<td></td>
<td>F</td>
<td></td>
</tr>
<tr>
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<td>66-LC</td>
<td></td>
<td>8890</td>
<td>66</td>
<td>LC Instr Media Svcs-Tech</td>
<td>Monitor</td>
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</tr>
<tr>
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<td>129-SS</td>
<td></td>
<td>119</td>
<td>126</td>
<td>SS Gathering Area</td>
<td>Chairs</td>
<td>Wood Seats</td>
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<td></td>
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<td></td>
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<tr>
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<td>126</td>
<td>SS Under North Stair</td>
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<td>202</td>
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<td>Outside room 202</td>
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<tr>
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<td>1</td>
<td>202</td>
<td>FA Graphics-Drafting</td>
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<tr>
<td>X</td>
<td>202-FA</td>
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<td>1</td>
<td>202</td>
<td>FA Graphics-Drafting</td>
<td>Printer</td>
<td>Outside room 202</td>
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<td>P</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>202-FA</td>
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<td>1</td>
<td>202</td>
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<td>Outside room 202</td>
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<td></td>
<td></td>
<td>P</td>
<td></td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:        Board of Trustees  
From:     Superintendent/President  
Date:     March 13, 2007  
Item & File No. B.12.A  
Subject:  2007 CCCT Board Election  
Reason for Board Consideration: 
Enclosure(s):  

APPROVAL

BACKGROUND:

The election of members of the CCCT Board of the Community College League will take place between March 10 and April 25, 2007. There are ten two-year vacancies and one one-year vacancy on the Board.

Each member community college district board of the League shall have one vote for each of the eleven vacancies on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. The eleventh top vote getter will serve a one-year term. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie. Election results will be announced at the CCCT annual conference.

The 18 trustees who have been nominated for election to the board are listed on the attached sheet, in the Secretary of State’s random drawing order.

Ballots must be signed by the Board secretary and Board President or Vice President and returned to the League office, postmarked no later than April 25, 2007.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees vote in the 2007 CCCT Board election.

Administrator Initiating Item  
Frances L. White, Superintendent/President
2007 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER

1. *Luis Villegas, Santa Barbara CCD
2. *Maria Elena Serna, San Joaquin Delta CCD
3. *Donald L. Singer, San Bernardino CCD
4. *Georgia L. Mercer, Los Angeles CCD
5. *Jeanette Mann, Pasadena Area CCD
6. Bill McMillin, Ohlone CCD
7. Tony Ubalde, Solano CCD
8. Donald Nelson, Victor Valley CCD
9. *Rosanne Bader, Mt. San Antonio CCD
10. John A. Rodgers, Kern CCD
11. Mary Figueroa, Riverside CCD
12. *Tom Clark, Long Beach CCD
13. Nancy C. Chadwick, Palomar CCD
14. Andrew Walzer, Santa Monica CCD
15. Bob Hughlett, Cerritos CCD
16. *Walter G. Howald, Coast CCD
17. *Charles H. Hayden, Desert CCD
18. *Andre Quintero, Rio Hondo CCD

* Incumbent
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

Date: March 13, 2007

From: Superintendent/President

Item & File No. B.12.B

Subject: Authorization to Participate in Retiree Health Benefit Joint Powers Agency and Approving Agreement Administered by California Community College League (CCLC)

Reason for Board Consideration: APPROVAL

Enclosure(s): Resolution

BACKGROUND:

At the September 19, 2006 Board Workshop on unfunded liability staff was directed to develop a recommended plan of action to comply with Governmental Accounting Standards Board (GASB) 45. GASB 43 & 45 requires Governmental entities, including community colleges, to develop a plan for reporting and funding the unfunded liability for current and retired employees “Other Post Employment Benefits” (OPEB). At the Board’s request, JPA took action to create a socially responsible fund for member investments.

After extensive review of the alternatives available, staff has determined that Retiree Health Benefit Joint Powers Agency with other community college districts in conjunction with California Community College League (CCLC) is the preferred option. Mr. Ray Giles of CCLC is available to answer questions about the program. Adoption of the attached Resolution will accomplish three significant objectives:

1) Authorize the District to implement a plan to administer our unfunded liability program through the Joint Power Agency with CCLC.
2) Fully satisfy the requirements of the WACS report; i.e., complete an actuarial study to determine the District’s unfunded liability and develop a plan of action to address the unfunded liability.
3) Comply with the GASB requirements by implementing a plan to address the unfunded liability. Approval will result in the College implementing the program one year sooner than is required by GASB provisions.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution to participate in the Retiree Health Benefit Program Joint Powers Agency and authorization to enter into agreement with CCLC to administer a plan to fund the District’s OPEB.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 3/13/07 B.12.B

A RESOLUTION AUTHORIZING PARTICIPATION IN THE RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY AND APPROVING AN AGREEMENT

WHEREAS, the Marin Community College District ("District") provides certain retiree health benefits to retired employees;

WHEREAS, the Governmental Accounting Standards Board ("GASB") is requiring new accounting procedures for costs and liabilities associated with retiree health benefit programs;

WHEREAS, various community college districts around the State of California, in conjunction with the Community College League of California are in the process of establishing the Retiree Health Benefit Program Joint Powers Agency ("JPA") for the purpose of assisting its member community college districts in meeting the new accounting standards previously established by GASB; and

WHEREAS, the District’s Board has determined to approve a joint powers agreement (the "JPA Agreement") authorizing the District’s participation in the JPA.

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Marin Community College District as follows:

SECTION 1. Approval of JPA Agreement. The District’s Board approves the form of JPA Agreement by and between various community college districts of the State of California and the Community College League and authorizes the Superintendent/President or their written designee to execute the JPA Agreement on behalf of the District.

SECTION 2. JPA Board Member Appointments. The District’s Board hereby designates the individual serving in the position of Vice President, College Operations to be the representative of the District to serve as a member on the governing board of the JPA. The District’s Board further designates the individual serving in the position Director of Fiscal Services, to serve on behalf of the District as the alternate member to the governing board of the JPA.

SECTION 3. Recognition of Future Approvals. The District’s Board recognizes and acknowledges that prior to the investment of any District funds in any program operated by the JPA on behalf of the District, it will be necessary for the District’s Board to review such investment proposal and either approve or disapprove such proposal within the sole discretion of the District’s Board.
APPROVED, PASSED, AND ADOPTED this 13th day of March 2007 by the following vote:

AYES
NOES
ABSENT
ABSTAIN

Wanden Treanor  
President, Board of Trustees  
Marin Community College District

ATTEST:

Frances L. White  
Secretary to the Board of Trustees  
Marin Community College District
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  
BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Subject: Authorization to Purchase Bi-Fuel (Gas/Ethanol) Maintenance Vehicles

Date: March 13, 2007  
Item & File No. B.12.C

Reason for Board Consideration: APPROVAL

Enclosure(s):

BACKGROUND:
The Maintenance and Operations department has vehicles that are unsafe and not fuel-efficient. The vehicles are old, have high mileage, are in disrepair and parts are not available, and/or are not highway safe.

The College has the opportunity to take advantage of State of California Alternative Fuel contract pricing to purchase Bi-fuel vehicles that run on gas or ethanol from Maita Chevrolet Inc. The State of California’s Department of General Services has awarded a contract to Maita Chevrolet Inc. to sell these vehicles at a substantial discount via the California Multiple Awards Schedule (CMAS). The pricing option expires at the end of March 2007.

Vehicle #37, 1978 Chevy Van - This is the painter’s van. This vehicle has 38,872 miles. The vehicle went through the 1986 flood. The floor is rotting out and the inside of the vehicle is falling apart. Replacement cost: $17,286.12 for 2007 GM Cargo Van.

Vehicle #15, 1981 Ford Utility Van - This is the locksmith’s van. This vehicle has 92,430 miles. This vehicle leaks and tools get wet. The back doors do not seal. It has also had problems with exhaust leaking into the cab. Replacement cost: $18,166.31 for 2007 GM Cargo Van.

Vehicle #23, 1981 Ford F-100 Pickup - This is a custodial truck at the Indian Valley Campus. The vehicle has 89,118 miles. Parts are not available for this vehicle. It is not safe for highway use. The Ford Dealer is reluctant to work on it. Replacement cost: $15,387.79 for 2007 GM ½ Ton Pickup truck.

Vehicle #25, 1981 Ford F-100 Pickup - This is a gardener’s truck. The vehicle has 80,703 miles. Parts are not available for the truck and it is not safe for highway use. Ford Dealer is reluctant to work on the vehicle. Replacement cost: $18,052.75 for 2007 GM Extended Cab.

Vehicle #3s 15, 23 & 37 will be surplused and disposed of or used for parts as appropriate. Salvaged parts from vehicle 23 will be used to repair vehicle 25 for use by one of the new gardeners on the Kentfield Campus. The Gardening Services Supervisor’s current vehicle will be assigned to another new gardener. A 2007 Extended Cab will be purchased for the Gardening Services Supervisor.

The Receiving Clerk has been using the van that was initially purchased for the Maintenance Supervisor for several years. A 2007 GM Extended Cab will be purchased for the Maintenance Supervisor for $18,052.75.

RECOMMENDATION:  
The Superintendent/President recommends that the Board of Trustees authorize the purchase of the five Bi-fuel vehicles described above from Maita Chevrolet Inc. at the special pricing plus a 1.98% required contract fee for a total amount of $88,667.25.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
BACKGROUND:

In 2005 the Board of Trustees approved a contract with Steinberg Architects to assist with development of the overall bond program. This contract charged Steinberg with leading the District through a series of planning activities as District Architect, including:
- Goals and visioning
- Detailed facility assessments
- Master programming
- Facilities master planning
- Development of District Standards
- Implementation planning

Following a year of assessments, studies, workshops, charrettes, forums, discussions and organizing, Steinberg has completed the assigned tasks and has finalized a four-volume document summarizing these efforts. A breakdown of the four volumes is attached.

Volumes 1A, 1C and 1D present data related to the development of the bond program and are presented for Board acceptance.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees accept Volumes 1A, 1C and 1D of the bond program’s master planning documents.
Volume 1 defines the Measure C bond program in four sub-volumes.

- **Volume 1A, Bond Spending Implementation Plan**, details the bond spending plan that was approved by the Board in October 2006.

- **Volume 1B, Goals, Principles and Guidelines**, outlines the broad program direction toward which each project architect is expected to design. This sub-volume was originally submitted to the Board of Trustees as an information item in November 2006, and has since been revised to enhance discussion of the District’s sustainability focus. This sub-volume warrants Board approval at this time.

- **Volume 1C, Campus Planning**, summarizes the series of public activities undertaken between September 2005 and May 2006, from which a long-range facility program and the Bond Spending Implementation Plan (Volume 1A) were developed.

- **Volume 1D, Project Space Analysis**, provides data from which the program team will develop and implement a process for space planning during and after construction.

**Volume 2, Existing Facilities Condition Assessment**, outlines the facility research conducted through November 2005, with recommended actions. This volume was accepted by the Board in December 2006.

**Volume 3, Master Programming**, identifies and sorts existing space allocations and associated space utilization based on Fall 2004 Weekly Student Contact Hours. Volume 3 was presented to the Board as an information item in February 2007 and needs no further action.

**Volume 4, District Standards**, presents the results of several subcommittee studies on products, materials and systems to be utilized in the bond program and future District facility projects. Volume 4 was presented to the Board in November 2006 as an information item and warrants Board approval at this time.

All volumes present information related to plans developed through October 2006 and will be revised by addenda to reflect scope changes approved in February 2007.

A summary of the Board’s previous and requested activity related to these volumes is presented below:

<table>
<thead>
<tr>
<th>Vol.</th>
<th>Included in Packet</th>
<th>Contents</th>
<th>Previous BOT Action</th>
<th>Requested BOT Action</th>
</tr>
</thead>
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<tr>
<td>1A</td>
<td>X</td>
<td>Bond Spending Implementation Plan</td>
<td>None</td>
<td>Acceptance</td>
</tr>
<tr>
<td>1B</td>
<td>X</td>
<td>Goals, Principles, and Guidelines</td>
<td>Presented 11/06</td>
<td>Approval</td>
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<tr>
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<td>Campus Planning (Sep 2005 – May 2006)</td>
<td>None</td>
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<tr>
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<td></td>
<td>Facilities Condition Assessment Report</td>
<td>Accepted 12/06</td>
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<tr>
<td>3</td>
<td></td>
<td>Master Programming</td>
<td>Information 2/07</td>
<td>None</td>
</tr>
<tr>
<td>4</td>
<td>X</td>
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<td>Presented 11/06</td>
<td>Approval</td>
</tr>
<tr>
<td>To:</td>
<td>Board of Trustees</td>
<td>Date:</td>
<td>March 13, 2007</td>
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<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.12.E</td>
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<td>Subject:</td>
<td>Measure C Bond Program – District Architect’s Summary Documents</td>
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<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
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**ACTION - APPROVAL**

Volumes 1B and 4

**BACKGROUND:**

In 2005 the Board of Trustees approved a contract with Steinberg Architects to assist with development of the overall bond program. This contract charged Steinberg with leading the District through a series of planning activities as District Architect, including:

- Goals and visioning
- Detailed facility assessments
- Master programming
- Facilities master planning
- Development of District Standards
- Implementation planning

Following a year of assessments, studies, workshops, charrettes, forums, discussions and organizing, Steinberg has completed the assigned tasks and has finalized a four-volume document summarizing these efforts. A breakdown of the four volumes is attached.

Volumes 1B and 4 identify specific directions for the bond program and are presented for Board **approval**.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees **approve** Volumes 1B and 4 of the bond program’s master planning documents.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

ATTACHMENT  
BOND PROGRAM MASTER PLANNING DOCUMENTS  

Volume 1 defines the Measure C bond program in four sub-volumes.  

- **Volume 1A, Bond Spending Implementation Plan**, details the bond spending plan that was approved by the Board in October 2006.  

- **Volume 1B, Goals, Principles and Guidelines**, outlines the broad program direction toward which each project architect is expected to design. This sub-volume was originally submitted to the Board of Trustees as an information item in November 2006, and has since been revised to enhance discussion of the District’s sustainability focus. This sub-volume warrants Board approval at this time.  

- **Volume 1C, Campus Planning**, summarizes the series of public activities undertaken between September 2005 and May 2006, from which a long-range facility program and the Bond Spending Implementation Plan (Volume 1A) were developed.  

- **Volume 1D, Project Space Analysis**, provides data from which the program team will develop and implement a process for space planning during and after construction.  

**Volume 2, Existing Facilities Condition Assessment**, outlines the facility research conducted through November 2005, with recommended actions. This volume was accepted by the Board in December 2006.  

**Volume 3, Master Programming**, identifies and sorts existing space allocations and associated space utilization based on Fall 2004 Weekly Student Contact Hours. Volume 3 was presented to the Board as an information item in February 2007 and needs no further action.  

**Volume 4, District Standards**, presents the results of several subcommittee studies on products, materials and systems to be utilized in the bond program and future District facility projects. Volume 4 was presented to the Board in November 2006 as an information item and warrants Board approval at this time.  

All volumes present information related to plans developed through October 2006 and will be revised by addenda to reflect scope changes approved in February 2007.  

A summary of the Board’s previous and requested activity related to these volumes is presented below:  

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</tr>
</tbody>
</table>
BACKGROUND:

In January 2007 the Board was asked to approve a long-form contract with Kwan Henmi Architects for design services on the Diamond PE Complex modernization project. A thorough study of the contract at that time indicated the need to clarify terms, improve consistency, and otherwise "scrub" the document.

The attached revision is the result of a day-long work session with Miller Brown & Dannis, Swinerton Management & Consulting, and District personnel, as well as several shared drafts and individual reviews. The new long-form contract includes a primary agreement and four appendices: A, B, C and E (Appendix D has been removed). The documents incorporate the following changes:

- Added terms to Agreement Section 1, Definitions, to further clarify items such as "Project Inspector," "Program," "Project," and "Subconsultant," re-checked Appendix A to ensure appropriate use of defined terms.
- Clarified terminology related to "District budget" and "Estimate of Budgeted Construction Cost," and used only these terms consistently throughout Appendix A.
- Re-wrote Appendix A, Section 11, "Additional Services," and clarified payment terms in Appendix B.
- Clarified requirements for constructability reviews (required) and peer reviews (optional).
- Re-checked sectional cross-references.
- Re-wrote Appendix A, Section 7.2 to clarify bid events that could trigger re-design (at no cost or as additional service).
- Eliminated miscellaneous, confusing, and/or not-required sub-sections that added no value to contract.
- Clarified payment terms in Appendix B.
- Removed waiver of subrogation clause in Appendix E.
The District notes that the long-form architect contract does not include a retention clause. Legal counsel has agreed that retention on consultant contracts is not an industry standard and adds no protection to the District. Additionally, while all individuals who reviewed the attached documents are confident of their content, some minor typographical or editorial errors may remain in the documents. As these errors are found, the long-form template will be corrected.

This long-form contract is written for Kwan Henmi Architects as a sample only. Shaded sections indicate those sections of the contract that will be customized for each architect. The Board is asked at this time to approve only the form of the contract. The final Kwan Henmi contract, along with contracts for four additional project architects (Anshen + Allen, HKIT, MWDL, and VBN) will be brought to the Board on March 27, assuming approval of the long form at this time.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the revised long-form contract for architectural services.
Marin Community College District

Marin Community College District
Measure C Bond
Capital Improvement Program

Professional Services Agreement

With

Kwan Henmi Architecture/Planning, Inc.

for the

COM Diamond PE Complex Modernization
And Related Design Services

, 2007
MARIN COMMUNITY COLLEGE DISTRICT

Marin Community College District Campus-wide Measure C Update Capital Improvement Program

AGREEMENT BETWEEN THE MARIN COMMUNITY COLLEGE DISTRICT AND

[KWAN HENMI ARCHITECTURE/PLANNING, INC.]

This Agreement is made this ______ day of ________, 2007, in the County of Marin, State of California, by and between Kwan Henmi Architecture/Planning, Inc., hereinafter referred to as “Architect” and the Marin Community College District, a political subdivision of the State of California, hereinafter referred to as “District”.

AGREEMENT

1. Definitions

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

“Agreement” This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendix A (Services to be Provided by Architect), Appendix B (Payments to Architect), Appendix C (Milestone Schedule), Appendix D (Not Used), and Appendix E (Insurance) attached hereto.

“As Built Drawings” A final set of drawings prepared by the Architect that incorporates all changes from all Record Drawings, sketches, details, and clarifications.


“Bid Set” The plans, drawings, and specifications at the end of the Construction Documents Phase the DSA has approved and that the District can use for bidding on the construction of the Project.

“Conforming Set” The plans, drawings, and specifications, at the end of the Bidding Phase that incorporates all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.

“District” Marin Community College District.

“Director of Modernization” District employee responsible for Bond Program oversight

“DSA” The Division of the State Architect in the California Department of General Services

“Program Manager” Swinerton Management & Consulting, Inc. – Program and Construction Manager for Bond Program.

“Program” Marin Community College District Campus-wide Measure C Update – Capital Improvement Program

“Project[s]” The project[s] described in Appendix A, Scope of Services.
"Project Inspector"  The construction inspector appointed by the District as required by the Education Code who is on the approved list from the Division of the State Architect and is satisfactory to Architect.

"Record Drawings"  Any document prepared and submitted by District contractor(s) that record changes made during the construction of the Project on a Conforming Set, including changes necessitated by change orders.

"Services"  All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.

"Subconsultants"  Architect’s consultants and subconsultants of any tier.

"Visually Verify"  Verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

2. Term of Agreement

All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project[s].

3. Services Architect Agrees to Perform

3.1 Architect shall perform all Services described in Appendix A, "Services to be Provided by Architect", attached hereto and incorporated by reference as though fully set forth herein.

3.2 Architect shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix C. Architect agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time reasonably required for District’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Program, Project[s] and Services. Architect shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Architect gives written notice of the excusable event and requests a time extension within seven calendar days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by District or District's agents or consultants when acting at District’s direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project[s], or any other circumstances beyond Architect’s reasonable control. If the period of excusable delay caused by an excusable event concurs with an Architect caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.

3.3 Architect may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Architect as a direct result of the delay and not otherwise within Architect’s scope of Services, and (iii) are documented to the District’s satisfaction.

3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Architect shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

3.5 The Architect shall record meeting notes for all meetings Architect attended during the Design and Bidding Phase of a Project. Within two (2) Workdays after the meeting or 24 hours prior to the next meeting, whichever time is the shortest, Architect will distribute minutes to District and to those affected by decisions made at the meeting by e-mail. Attendees can either submit comments or additions to minutes.
prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes meeting the approval of the District's Representative will constitute final memorialization of results of meetings.

3.6 A master list of all specified submittals required for the project shall be submitted, as drafts, both electronically, in MS Word, and in writing as part of the 90/95% CD submittal and again in final form with the other final bid documents.

3.7 Web-based project management. District projects valued at $500,000, or more, or having a scheduled duration of 6 months or longer will utilize the District's specified web-based project management software. When project management software is activated the architect will be required to perform project management activities including but not limited to the review of and response to submittals, RFPs, etc., review, creation and distribution of meeting minutes and other similar tasks, via the District's specified web-based project management software. Costs associated with software licenses and any training required for the architect or their staff to perform these activities is an additional service and shall be added to the contract when project management software is selected.

4. Compensation

4.1 District shall pay architect compensation according to the Compensation Schedule established in Appendix B. "Payments to Architect" which states a lump sum fee including expenses District shall pay Architect in monthly payments on or before the last day of each month for Services in an amount which the District, in its sole discretion, concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month and is due under Appendix B.

4.2 District shall not incur any charges under this Agreement, nor shall any payments become due to Architect for any payment period on the Project[s], until District receives all deliverables required under Appendix A, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect has partially completed one or more deliverables due during a payment period, and if Architect demonstrates diligent progress thereon, then District may consider a partial progress payment based upon Architect’s percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.

4.3 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District’s receipt of any requested documentation verifying the claimed amount(s) and District’s determination that the amount is due under the terms of this Agreement. District shall advise Architect, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Architect’s submittal and District’s acceptance of all deliverables to District required by Appendix A.

4.4 Invoices furnished by Architect under this Agreement must be in a form acceptable to District. All amounts paid by District to Architect shall be subject to audit by District. Architect shall maintain books and support documentation and submit to audit as and when required. Payment shall be made by District to Architect at the address stated in Section 6.1.

4.5 District may set off against payments due Architect under this Agreement any sums that District determines that Architect owes to District because of Architect’s errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Section 24.3 of this Agreement, to be attended by District, Architect, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District’s demand, then the Marin County Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.
5. Maximum Costs

5.1 District’s obligation hereunder shall not at any time exceed the amount approved by the Board of Trustees and approved by the District’s Vice President or designee for payment to the Architect pursuant to the terms of this Agreement.

5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its Trustees, employees, officers and agents to request Architect to perform Services or to provide materials, equipment and supplies that would result in Architect performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

5.3 District shall not reimburse Architect for Services, materials, equipment or supplies provided by Architect beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Architect through Jeffrey Stahl, its Principal in Charge, at One Beach Street, Suite 103, San Francisco, CA 94133, and Architect shall direct all communications to District through Jake Skaer, its Construction Manager, Kentfield Campus, Swinerton Management & Consulting, Inc, at (physical address) 835 College Ave, Building MS-3, Kentfield, CA 94904. (mailing address) P.O. Box 144003, Kentfield, CA 94914.

6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Architect. Architect shall conform with District’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District’s request, shall be supervised by Architect.

6.3 Architect agrees that all professional personnel assigned to the Project[s] will be listed in its proposal, Exhibit 1 to Appendix A, attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Architect. Architect agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Architect. Resumes for all listed professional personnel are attached to Exhibit 2 of Appendix A, and by this reference incorporated herein.

7. Representations

7.1 Architect represents that it has reviewed Appendix A, Services to be Provided by Architect, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee including expenses within the maximum amount set forth in the Compensation Schedule established in Appendix B, Payments to Architect, and within the times specified in the Milestone Schedule.

7.2 Architect represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time
such licenses and/or permits are required. Architect also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.

7.3 Architect represents that it and its Subconsultants are similarly experienced in the architectural and engineering services intended for the Project[s]. Architect agrees that the Services shall be performed in a manner that conforms to the standards of architectural and engineering practice observed by a specialist in performing services similar to the Services. Architect’s Statement of Qualification, dated March 14, 2005, is incorporated herein by reference.

7.4 The granting of any progress payment by District, or the receipt thereof by Architect, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Architect for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

8.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Architect shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its Trustees, officers, departments, officials, representatives and employees (collectively “Indemnities”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Architect or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent arising from (1) the negligent performance of Services under this Agreement, or any part thereof, or (2) any negligent act or omission of Architect, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnity shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Architect shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnities from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnities, of articles or Services to be supplied in the performance of this Agreement.

8.3 District shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Architect for damages resulting from the negligence of the general contractor and its subcontractors. District shall also include a provision in the construction contract with the general contractor on the [each] Project requiring the general contractor to name Architect as an additional insured on its Comprehensive General Liability insurance coverage.

8.4 Architect shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnities in the exact form and substance of those contained in this Agreement.

8.5 District acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any] Project site is outside of Architect’s expertise and is not included in the scope of Services Architect is to perform nor included in Architect’s insurance. District shall hire an expert consultant in this field if the [any] Project involves such materials. Architect shall not be responsible or be involved in any way with the
discovery, presence, handling or removal of such materials. Architect shall be responsible to coordinate with District’s expert consultant as required by Appendix A, “Services To Be Provided By Architect”.

9. Liability of District

9.1 Except as provided in Appendix A, “Services to be Provided by Architect” and Appendix E, “Insurance”, District’s obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.

9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, including without limitation lost profits or revenue, arising out of or in connection with this Agreement, the Services, the Program or any Project.

9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by any of its employees, even though such equipment be furnished, rented or loaned to Architect by District. The acceptance or use of such equipment by Architect or any of its employees shall be construed to mean that Architect accepts full responsibility for and shall exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys’ fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Architect, its employees, District employees or third parties, or to property belonging to any of the above.

9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

10.1 Architect shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Architect performs the Services required of Architect by the terms of this Agreement. Architect shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.

10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Architect. Architect acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.

10.3 Architect shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

10.4 Architect shall be available as much as reasonably possible to District staff during the District’s normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Architect’s Services only and not as to the means by which such a result is obtained.

10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

11. Insurance

11.1 Prior to execution of this Contract, Architect shall furnish to District Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix E.
“Insurance,” which is attached and made a part of this Contract. Architect shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in Appendix E. In the event Architect fails to maintain any required insurance, District may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Architect under this Contract (or Architect shall promptly reimburse District for such expense).

12. Suspension of Services

12.1 District may, without cause, order Architect to suspend, delay or interrupt ("suspend" or "suspension") Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Architect written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Architect shall be compensated for such delay to the extent provided under this Agreement.

12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Architect is responsible.

12.3 Architect may stop work in the performance of Services under the Agreement if there is a material breach by the District and the District refuses to participate in the dispute resolution process as defined in Section 24.

13. Termination of Agreement for Cause

13.1 If at any time District believes Architect may not be adequately performing its obligations under this Agreement, that Architect may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Architect’s performance, District may request from Architect prompt written assurances of performance and a written plan to correct the observed deficiencies in Architect’s performance. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach. Architect shall provide such written assurances and written plan within ten calendar days of receipt of written request. Architect acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Architect shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Architect’s right to proceed under the Agreement, in whole or in part, for cause:

13.2.1 Should Architect make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Architect in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Architect or of all or any substantial part of the properties of Architect, or if Architect, its directors or shareholders, take action to dissolve or liquidate Architect; or

13.2.2 Should Architect commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from District to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide District within the 10 day
period a written plan acceptable to District to cure said breach, and then diligently commence and continue such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.); or

13.2.3 Should Architect violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project[s] or Services and does not cure such violation within ten (10) days of the date of the notice from District to Architect demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect to avail itself of this time period in excess of ten (10) calendar days, Architect must provide District within the 10 day period a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.)

13.3 In the event of termination by District as provided herein for cause:

13.3.1 District shall compensate Architect for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but District shall not compensate Architect for its costs in terminating the Services or any cancellation charges owed to third parties;

13.3.2 Architect shall deliver to District possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project or the Program, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

13.3.3 Architect shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of this Agreement, but rather, Architect shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

14. Termination of Agreement for Convenience

14.1 District may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever District shall determine that termination is in the District’s best interests. Termination shall be effected by District delivering to Architect, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Architect shall:
14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

14.2.4 Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Architect under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District’s approval or ratification shall be final for purposes of this clause;

14.2.6 Transfer title and possession to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to District; District acknowledges that said documents were prepared for the purpose of the Project[s].

14.2.7 Use its best efforts to assist District in selling, in the manner, at times, to the extent, and at a price or prices that District directs or authorizes, any property of the types referred to in Section 14.2.6, but Architect shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by District. All proceeds from the foregoing shall be applied to reduce payments to be made by District to Architect under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as District may direct;

14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and

14.2.9 Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Architect’s possession and in which District has or may acquire an interest.

14.3 After receiving a Notice of Termination, Architect shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Architect’s written request made within such 3-month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Architect fails to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Architect because of the termination. District shall then pay to Architect the amount so determined.
14.4 Subject to provisions of Section 14.3, Architect and District may agree upon the whole or part of the amount or amounts to be paid to Architect because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Architect shall be paid the agreed amount.

14.5 If Architect and District fail, under Section 14.4, to agree on the whole amount to be paid to Architect because of termination of Services under this Section, then Architect’s entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of—

14.5.1 Reasonable value of Architect’s Services performed prior to Notice of Termination, based on Architect’s entitlement to compensation under Appendix B, “Payments to Architect”. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Architect, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Architect’s total costs of performing the Services.

14.5.1.1 When, in opinion of District, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Architect’s Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

14.5.2 Reasonable cost to Architect of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.

14.6 Except as provided in this Agreement, in no event shall District be liable for costs incurred by Architect (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney’s fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgement interest, or any other expense which is not reasonable or authorized under Section 14.5.

14.7 This section shall not prohibit Architect from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by District to settle claims from Subconsultants.

14.8 In arriving at amount due Architect under this Section there shall be deducted:

14.8.1 All unliquidated advance or other payments on account theretofore made to Architect, applicable to the terminated portion of Agreement,

14.8.2 Any substantiated claim which District may have against Architect in connection with this Agreement, and

14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Architect or sold under the provisions of this Section, and not otherwise recovered by or credited to District.
14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Architect may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Architect to agree upon amount or amounts to be paid to Architect for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District’s rights and remedies at law.

15. Conflicts of Interest/Other Agreements

15.1 Architect represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.

15.2 Architect represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Architect believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Architect shall comply with all conflict of interest codes adopted by the Marin Community College District and their reporting requirements.

15.3 Architect covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Architect represents to and agrees with the District that Architect has no present, and will have no future, conflict of interest between providing the District the Services hereunder and any interest Architect may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the District. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the District hereunder.

16. Proprietary or Confidential Information of District; Publicity

16.1 Architect acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Architect may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Architect agrees that any private or confidential information identified as such and disclosed by District to or discovered by Architect shall be held in strict confidence and used only in performance of the Agreement. Architect shall exercise the same standard of care to protect such information as a reasonably prudent Architect would use to protect its own proprietary data, and shall not accept employment adverse to the District’s interests where such confidential information could be used adversely to the District’s interests. Architect shall notify the District immediately in writing if it is requested to disclose any information made known to or discovered by Architect during the performance of or in connection with this Agreement.

16.2 Any publicity or press releases with respect to a Project, the Program or Services shall be under the District’s sole discretion and control. Architect shall not discuss the Services, a Project or the Program, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District’s prior written consent. Architect shall have the right, however, without District’s further consent, to include representations of Services among Architect’s promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

17. Notices to the Parties

17.1 All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

17.2 Notice shall be sufficiently given for all purposes as follows:

17.2.1 When personally delivered to the recipient, notice is effective on delivery.

17.2.2 When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

17.2.3 When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

17.2.4 When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

17.2.5 When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as the original notice is promptly given by first-class or certified mail or by overnight delivery. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) on a nonbusiness day.

17.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.4 Addresses for the purpose of giving notice are set forth in Section 6.1. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

17.5 Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

18. Ownership of Results/Work for Hire

Consistent with Education Code Section 17316, any interest (including copyright interests) of Architect or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Architect or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Architect or its Subconsultants under this Agreement are not works for hire under U.S. law, Architect hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Architect shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Architect, then the District agrees to require the new architect to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect as the project Architect, and the District releases Architect and its Subconsultants from liability associated with the reuse of the documents.
19. Audit and Inspection Records

19.1 Architect shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Architect during the course of performing the Services and providing services with respect to any Project or the Program, for a period of at least five years following final completion and acceptance of the last Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Architect's personnel costs, Architect costs, and reimbursable expenses pertaining to both Basic Services, or Additional Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Architect shall not destroy any Project or Program records until after advising District and allowing District to accept and store the records.

19.2 Architect shall maintain full and adequate records in accordance with District requirements to show actual costs incurred by Architect in its performance of this Agreement, and to make available to District during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to District or relative to Architect's activities under this Agreement. Architect will furnish to District, its authorized agents, officers and employees such other evidence or information as District may request with regard to any such expenditure or disbursement charged by Architect. Architect will permit District, and District's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

19.3 Architect shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the [last] Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Architect within a radius of fifty (50) miles from District's offices at Kentfield, CA, Architect shall, upon District's request and at Architect's sole cost and expense, make such items available to District, and District's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Architect shall pay District its reasonable and necessary costs incurred in inspecting Architect's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section.

19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

20. Subcontracting/Assignment/District Employees

20.1 Architect and District agree that Architect's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Architect under this Agreement are personal in character. Therefore, Architect shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

20.2 Architect shall use the Subconsultants identified in this Agreement and shall not substitute Subconsultants unless approved by written instrument executed and approved by the District in writing.
20.3 To the extent Architect is permitted by District in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Architect shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section California Civil Code §3321. Architect shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services, the Project[s] or the Program, as if it engaged it the acts and omissions directly.

20.4 Architect shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.


Architect shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran’s status. To the extent applicable, Architect shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

22. Drug-Free Workplace Policy

Architect acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. Architect agrees that any violation of this prohibition by Architect, its employees, agents or assigns shall be deemed a material breach of this Agreement.

23. Compliance With Americans with Disabilities Act

Architect acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns shall constitute a material breach of this Agreement.

24. Disputes

24.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Director of Modernization and a principal of the Architect who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party or a meeting between the Director of Modernization and principal of the Architect shall then take place within five days of the request.

24.2 Provided that District continues to compensate Architect in accordance with this Agreement, Architect shall continue its Services throughout the course of any and all disputes. Architect agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Architect also agrees that
should Architect discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.

24.3 In the event of claims exceeding $50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in San Francisco, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Marin County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery limited to document exchange prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2016.010 et. seq. as they relate to document exchanges and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

25. Agreement Made in California; Venue

25.1 This Agreement shall be deemed to have been executed in the County of Marin, CA. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Marin, CA.

25.2 The parties shall execute one original and one copy of this Agreement, both of which shall be deemed originals thereof.

26. Compliance with Laws

26.1 Architect represents that it will endeavor to comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Architect shall comply with all security requirements imposed by authorities with jurisdiction over any Project or the Program, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

26.2 Architect further represents that all plans, drawings, specifications, designs and any other product of the Services will endeavor to comply with all currently applicable laws at point of submittal to DSA, codes and regulations, current at the time of submittal to DSA consistent with the standard of care in this Agreement.

27. Construction

All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

28. Miscellaneous

28.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

28.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are
prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

28.3 Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

28.4 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

29. Entire Agreement; Modifications

29.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties’ Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

29.2 Architect, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Architect shall require its Subconsultants (if any) to do the same, and the Subconsultants’ price proposals shall accompany Architect’s price proposals.

29.3 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Architect’s representations and agreements pursuant to this Agreement.

29.4 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both District and Architect expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

29.5 Whenever the words “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words “approval”, “acceptable”, “satisfactory”, or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

THE REMAINDER OF THIS PAGE IS LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

“District”

MARIN COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

By:

Al Harrison
Vice President of College Operations

“Architect”

Kwan Henmi Architecture/Planning Inc

By:

Jeffrey Stahl
Principal

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# APPENDIX A

## SERVICES TO BE PROVIDED BY ARCHITECT

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APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated ________________, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing for professional services.

1. Projects Under this Agreement

1.1 General

Total work scope (building, site work, landscaping, parking, etc.)

Diamond PE Complex Modernization Project No. 308B: $18,500,00.00 Budgeted Construction Cost

Scope of Work

Renovation and Modernization of Diamond P.E, Complex, including seismic retrofit, remediation of accessibility and Title IX issues in conformance with Bond language. Pool scope limited to equipment replacement. Playfields excluded from project scope; parking lot improvements limited to accessibility upgrades required for PE Buildings. Bid-day construction budget is $18,500,00.00 (excluding costs associated with temporary housing). Minimum sustainable design goal is LEED EB-Certified. Project includes photovoltaic panels sufficient to produce 50% of Complex’s post-construction energy requirements and solar thermal panels sufficient to heat the Complex’s swimming pool.

1.2 Construction Budgets

The agreed upon “Budgeted Construction Cost,” above, means the anticipated value of the construction contract for the Project, as estimated after completion of the Programming Phase. Architect shall treat the Budgeted Construction Cost so identified as the District’s required construction cost for the Project. In performing its Services under this Agreement, Architect shall not rely upon or refer to District’s contingency budgets either for design, construction, or any items within those contingency budgets, nor shall any such contingency budgets be referred to in determining performance under this Agreement.

1.3 Criteria Governing Architect’s Services on Program and Each Project

1.3.1 Each Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, consistent with the standard of care of an architect experienced in California schools design, and shall meet the criteria set forth below.

1.3.2 Architect shall not, unless otherwise permitted in writing by Program Manager propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.

1.3.3 Architect shall not, unless otherwise directed or permitted in writing by Program Manager and the District, specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or
equipment is requested by Architect, Architect shall provide District with a written
evaluation of whether all periodic maintenance and replacement of parts, equipment or
systems, can be performed normally and without excessive cost or time. District will
consider such report in making its decision. If requested by District, as Basic Services,
Architect shall comment on any District-proposed unique, innovative, proprietary or sole
source equipment, systems or materials.

1.3.4 Architect's design shall provide to the extent possible, that all surfaces, fixtures and
equipment are readily accessible for maintenance, repair or replacement by ladders,
power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs,
ceilings, and that such access is in conformance with Cal OSHA. Architect shall allow
representatives of the District’s operation and maintenance departments to review,
comment, and participate in meetings regarding Architect's design as necessary to
to consider their requirements in design development, provided, however, that Architect
shall exercise its professional judgment respecting all ultimate design decisions.

1.3.5 Architect must coordinate with other Architects on the Program, as directed by Program
Manager, to specify designs, equipment and systems on a Program-wide basis to secure
Program-wide efficiencies and economies in procurement and maintenance. Architect
shall not have responsibility for the technical adequacy or accuracy of Architects
separately engaged by District.

2. Basic Services

2.1 Scope

Basic Services shall include all the services and activities specified below and herein in
Programming Phase, Schematic Design Phase, Design Development Phase, Construction
Document Phase, Bidding Phase, Construction Phase, and Operation/Project Close-Out Phase.

2.2 General Description and Requirements

2.2.1 Performance of services will require Architect to work with, meet with, and attend
meetings with District staff, with Inspectors, with Program Manager staff, with
Commissioning Authority, with testing agencies, with other governmental agencies, with
Contractors, and with such other Architects as Architect determines necessary, to the
extent reasonably necessary for the design and construction of the Project and
performance of Architect's duties under this Agreement (including, but not limited to,
Architect's coordination with Subconsultants or other District Architects).

2.2.2 Services performed by Architect shall conform to the requirements of the laws of the
State of California applicable to schools construction, including, but not limited to, the
requirements of the California Business and Professions Code, the California Education
Code, and the California Code of Regulations. As referenced in those codes,
"Responsible Charge" for the work shall be with a Registered Architect/Engineer
currently licensed in the State of California.

2.2.3 Plans, specifications, design calculations, Site data, and cost estimates, if any, required to
be prepared by Architect shall be prepared by licensed personnel or personnel under the
direction of licensed personnel, as required by the California Education Code and Code
of Regulations, and such personnel shall also be in Responsible Charge for observation
of the construction, as required by those codes.

2.2.4 Architect shall provide to District all professional engineering services necessary to
perform the Services in all phases of the Program and each Project to which this
Agreement applies. Services will include, but are not limited to, providing all

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Professional Services Agreement (Arch)
Appendix A
professional engineering services necessary to perform the Services and complete each Project to which this Agreement applies, including but not limited to, all engineering services and all acoustical, civil, electrical, fire protection, mechanical, and structural engineering, landscape, and cost estimating services required to perform the Services on the Program and each Project to which this Agreement applies.

2.2.5 Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect's Services in accordance with the Milestone Schedule in Appendix C.

2.2.6 Architect shall engage all appropriate specialty Subconsultants as are necessary for proper completion of the Services, at the sole expense of Architect. Architect's contracts with Subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with Subconsultants' scope of work. Architect shall notify the District and allow sufficient time for the District to consider and approve the specialty Subconsultants. District shall have the right (but not the obligation) to approve specialty Subconsultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld.

2.2.7 Architect shall require each of its Subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold District harmless from any negligent errors or omissions of the Subconsultants.

2.2.8 To the extent necessary to complete its design services for each Project, Architect shall review, update and verify all as-built information supplied by District concerning existing structures, facilities and utilities. If such reviewing, verifying and updating requires extra cost not foreseeable upon signing this Agreement, then District shall pay Architect such actual costs.

2.2.9 Architect shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Architect, at no additional cost to District. Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to schools.

2.2.10 Throughout Architect's performance of the Services, Architect shall make written recommendations to District and Program Manager concerning any additional information necessary to complete the Services.

2.2.11 Architect shall provide District and Program Manager with written evaluations on an ongoing basis of the effect of or the change in any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project.

2.2.12 Architect shall provide District and Program Manager with a copy of all written communications and submittals to third parties regarding this Project.

2.2.13 On all Projects, Architect shall prepare all energy saving calculations and deliverables necessary for District to submit to PG&E, for energy savings rebates and unconventional energy rebates and any additional information required. Architect shall then verify that construction is in compliance with such rebate requirements and report to the District any problems encountered or anticipated.

2.2.14 Architect shall work within the standards and guidelines developed by the District Architect to support the Board's resolution on Environmental Stewardship. Documentation as required for LEED certification will be the responsibility and a part of
the scope of work of the Architect working under this agreement and in accordance with the District’s resolution No. 2004-7-12b Environmental Stewardship, any Board directives, and sustainable facilities construction, operating and implementation practices.

2.2.15 The Architect shall exercise sound judgment in applying both green building and commissioning procedures on a project specific basis.

2.2.16 Architect shall conduct at least monthly design coordination meetings with all Subconsultants employed to provide services under this contract, and shall be required to attend Program-wide design coordination meetings between consultants on different Projects as necessary to support the overall Program coordination efforts of the Program Manager. These meetings are in addition to the meetings required in this Professional Services Agreement, Appendix A, including, but not limited to, paragraphs 1.3.4, 2.2.1, 2.4.2.2, 2.4.4.1, 4.6.2, 4.10, 5.9, and 8.11.4 and any Board presentation.

2.3 Coordination of Engineering Consultants and Architects

2.3.1 Architect shall be solely responsible to coordinate all engineering disciplines and Subconsultants involved in completing the Services. Architect’s Subconsultants shall fully coordinate with Architect and all engineering disciplines and Subconsultants involved in completing the Services. The objective of this coordination shall be the development of a complete, comprehensive and workable design in which the work of Architect and each Subconsultant interfaces well and is properly coordinated, sound and well engineered, with details that work together with regard to all affected disciplines. In performing under this Agreement, Architect and its Subconsultants shall adhere to District standards and guidelines and any Board directives.

2.3.2 Architect shall coordinate its work on the Project with District personnel and work of other architects on other projects in the Program (including Program Manager), and Commissioning Agent as directed by Program Manager, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.

2.3.3 Architect shall coordinate its work on the Project with work of the District’s separately maintained hazardous material consultants. Such coordination shall not impose on Architect responsibility for the work of the hazardous materials consultants. However, Architect shall consider the work of the hazardous materials consultants in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable.

2.4 Coordination with Master Schedule Scheduling and District Operations

2.4.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Milestone Schedule in Appendix C.

2.4.2 For each phase of the Services under this Agreement, Architect shall prepare and submit for District’s acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Architect’s progress.

2.4.2.1 The task list submitted shall be coordinated with the Milestone Schedule and identifiable by Bid Set. The task list for each phase of the Services under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Agreement.
2.4.2.2 The task list shall list all points of District and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Architect's anticipated specific requirements for information, decisions or documents from District necessary for Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.

2.4.3 For the Project, Architect shall prepare, submit for District's acceptance, and maintain a design schedule detailing Architect's scheduled performance of the Services. The schedule shall fit within and coordinate with the overall Milestone Schedule, including any and all design interfaces referenced.

2.4.3.1 Architect shall submit a preliminary schedule within two weeks (Ten working days) days of commencement of the Programming Phase (covering in summary fashion all Services of each phase of the Project and providing a detailed schedule for the tasks (and subtasks) of the Schematic Design Phase).

2.4.3.2 For each succeeding phase of Services, Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Architect's work during the succeeding phase of Services. (The required schedule supplement shall be submitted as part of Architect's deliverables at the conclusion of the current phase of Services.)

2.4.4 Architect's schedule shall be updated monthly, and shall meet the following requirements:

2.4.4.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from District for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

2.4.4.2 The schedule shall include appropriate District and third party design review durations for each Bid Set (design and construction documents ready to publish for bidding) (in minimum durations of one week for Schematic Phase, Design Development Phase, and 50% Construction Document phase, and two weeks for 100% Construction Documents phase.)

2.4.4.3 The schedule shall be in a computer software format compatible with District's existing computer software format.

2.4.5 Architect shall adjust and cause its Subconsultant to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.

2.4.6 Revisions to Architect's schedules shall be prepared and submitted when requested by District, but no more frequently than once a month. District's acceptance of Architect's schedule will not create any duty of care or impose on District any responsibility for the sequence, schedule or progress of Services nor will it interfere with or relieve Architect from Architect's full responsibility therefor.
2.5 Deliverables Required Under This Agreement - Generally:
Each deliverable shall be reviewed with representatives of District. Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the fee for Basic Services.

2.6 Deliverables Required Under This Agreement - By Phase:
Required Deliverables are listed in this Appendix A.

2.7 Monthly Progress Report:
Architect shall provide District with a Monthly Progress Report, in writing, reporting on Architect’s progress and any problems in performing the Services of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:

2.7.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.

2.7.2 A schedule assessment and proposed ways to work around any problems that arise.

2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.

2.7.4 The original summary schedule as updated to reflect current progress, updates and revisions, submitted in a computer software format compatible with District’s existing computer software format.

2.8 Compliance with Laws:
Architect shall comply with the necessary professional standard of care applicable to an Architect experienced in schools design regarding complying with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Code of Regulations Title 24 (Public Works), Division 1 (Department of General Services), Chapter 1 (Division of the State Architect (“DSA”)) (“Title 24”). Architect shall perform all duties which Title 24 imposes on school project engineers, including those summarized generally in Section 41 of Title 24, all of which include, but are not limited to, the following:

2.8.1 Prepare all project designs to meet and exceed building standards set forth in Part 2, Title 24 of the California Code of Regulations, which are minimum standards applicable to school construction; coordinate submission and approval of same to DSA and the State Chancellor’s Office and any other public authority with jurisdiction.

2.8.2 Coordinate and cooperate fully with DSA and the State Chancellor’s Office and any other authority with jurisdiction, to secure timely review and approval of Architect’s work, including but not limited to:

2.8.2.1 Determining the estimated time from submission to DSA and State Chancellor’s Office of plans and specifications to approval of same, including “bin time” for initial review of plans and specifications, and incorporating same into Project schedule;

2.8.2.2 Securing from DSA change order pre-approvals, where appropriate to minimize Project delays caused by delays in review and approval of change orders;
2.8.2.3 Securing early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.

2.8.2.4 Determine and advise District on four weeks advance notice all necessary DSA fees, so as to avoid any delay.

2.8.2.5 Participate in any collaborative review process initiated by DSA.

2.8.3 Coordinate and cooperate fully with the DSA in its required observation of construction.

2.8.4 [Not Used.]

2.8.5 Issue Verified Reports on the form and frequency required by Title 24, showing of Architect's personal knowledge, the work is in every material respect in conformance with the approved plans and specifications. Require that the Project Inspector's, the Contractor's, and the other Architects' and engineers' Verified Reports are submitted as required by Title 24.

2.8.6 Advise on:

2.8.6.1 Selection of Project Inspector and testing laboratories;

2.8.6.2 Preparing addenda and architects supplemental instructions/bulletins as required by conditions on the Project.

2.8.7 Performing general observation of the work of construction, interpreting the approved drawings and specifications.

2.8.8 Receive and act upon all technical correspondence from the State to the Architect or registered engineer in general responsible charge of the Project.

2.8.9 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the Project, Subconsultants, submitting information to DSA, and general direction of the work of the Project Inspector (as contemplated by Title 24).

2.8.10 Architect shall establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency prior to the start of construction, and shall notify DSA as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.

2.8.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which Project Inspectors shall have been approved by Architect and submitted by Architect to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Architect, as required by the California Code of Regulations.

2.9 State Communications:
Assist with and coordinate all communications with State Chancellor's Office, secure necessary approvals from Division of the State Architect, and assist with and coordinate any necessary approvals from other authorities having jurisdiction.

2.10 Architect's Scope of Services:
Architects scope of work on each Project shall include the following work items, if required:

2.10.1 Diagram of Building Areas (SP 1-A) (if required)

2.10.2 Americans with Disabilities Act ("ADA") compliance report.

3. Programming Phase

3.1 Period of Service:
The services called for in the Programming verification/validation Phase will be completed and the required deliverables submitted within the stipulated periods of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Programming Phase will be given at such time as District may direct.

3.2 Detailed Requirements:
Consult with District to establish and document the following detailed requirements for the Project:

3.2.1 Design objectives, limitations and criteria, functions, priorities;
3.2.2 Development of initial approximate gross facility areas and space requirements;
3.2.3 Space relation, requirements and restraints (including comparing requested space requirements to similar projects and space standards, diagramming space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods);
3.2.4 Number of functional responsibilities and personnel;
3.2.5 Flexibility and expandability;
3.2.6 Environmental and sustainability goals;
3.2.7 Energy efficiency goals (including siting, landscaping, facade, fenestration, envelope and roof features that impact energy use);
3.2.8 Indoor environmental quality requirements;
3.2.9 Special equipment and systems;
3.2.10 Site requirements and existing conditions, and utilities services;
3.2.11 [Not Used.];
3.2.12 Operating procedure;
3.2.13 Zoning and other applicable regulations;
3.2.14 Expandability;
3.2.15 Access, parking;
3.2.16 Construction feasibility and phasing;
3.2.17 Security criteria;
3.2.18 Communications relationships;
3.2.19 Project schedule

3.3 Space Schematics/Flow Diagrams:
Prepare diagrammatic studies and pertinent descriptive text for:

3.3.1 Conversion of programmed requirements to net area requirements;
3.3.2 Internal functions;
3.3.3 Human, vehicular and material flow patterns;
3.3.4 General space allocations;
3.3.5 Analysis of operating functions;
3.3.6 Adjacency;
3.3.7 Special facilities and equipment;
3.3.8 Flexibility and expansibility.

3.4 Existing Facility Surveys:
Architect shall research, assemble, review and supplement information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

3.4.1 Field measurements;
3.4.2 Review of existing design data;
3.4.3 Analysis of existing structural capabilities;
3.4.4 Analysis of existing mechanical capabilities;
3.4.5 Analysis of existing electrical capabilities;
3.4.6 Review of existing drawings for inaccuracies, updating where necessary and the development of required measured drawings.

3.5 Preliminary Estimate of Budgeted Construction Cost:
Based upon the Programming Phase services performed, Architect will prepare initial budget estimates by applying unit costs and other standard cost data to space and facilities requirements. Consider all foreseeable construction, utilities connections, off-Site improvements, permits, fees, furniture, and movable and installed equipment. Report to District regarding continued accuracy of initial budget estimates contained in District’s Implementation Plan and, as part of that report, reconcile the Estimate of Budgeted Construction Cost with the District budget for the Project.

4. Schematic Design Phase

4.1 Period of Service:
The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix C, “Milestone Schedule”. Written authorization to proceed with the Schematic Design Phase will be given at such time as District may direct.

4.2 Consultation with District

4.2.1 Consult with District to clarify and define the requirements for the Services and review available data.

4.2.2 Review District’s conceptual program for scope, coordination requirements, criteria, budget and constructability.

4.2.3 Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

4.3 Site Visit and Investigations

4.3.1 Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials Architect has observed. (This paragraph does not impose on Architect any duty to locate hazardous materials.)

4.3.2 Advise Program Manager as to the necessity of obtaining additional information related to the Site, necessary for purposes of design. Such advise and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.
4.3.3 Review information generated under Paragraph 2.2.8, 4.4 and information secured pursuant to Paragraph 5.3.2 and advise Program Manager whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or otherwise, before Architect can proceed with design.

4.4 Recommendations on Required Additional Information

4.4.1 Advise District as to the necessity of District's providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project.

4.4.2 Make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic materials.

4.4.3 Additional information required by Architect under Paragraph 4.4.2 shall be secured by Architect as directed in writing by Program Manager and compensated as Additional Services pursuant to Section 12.

4.5 First Update of Preliminary Estimates of Budgeted Construction Cost

4.5.1 Update preliminary estimates of Budgeted Construction Costs and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimate and, as part of the report, reconcile the updated Budgeted Construction Cost with the District's budget.

4.5.2 Develop alternative conceptual plans and provide a general economic analysis of District's program requirements applicable to various design alternatives, including but not limited to, structural, mechanical and electrical systems. Include analyses of District's program requirements. The goal will be to provide a design that costs 90% of the District budget for the Project.

4.6 Schematic Layouts, Sketches and Conceptual Design Criteria

4.6.1 Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

4.6.2 Reports and exhibits shall incorporate District's program requirements and shall include structural concepts, Site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by District. Architects shall participate in periodic progress meetings with representatives of District and shall coordinate with Program Manager formal design presentations at times indicated on the Project schedule. Architect will provide illustrative materials such as 3D drawings, studies and presentation materials in order to convey design intent to a non-technical audience.

4.6.3 Prepare and submit to District for approval:

4.6.3.1 Outline specifications including engineering, structural, mechanical, electrical, and instrumentation systems and materials proposed;

4.6.3.2 For Diamond Physical Education Complex only, floor plans and elevations at a scale acceptable to District as necessary to convey the engineering design, and tabulation of both gross and assignable floor areas including a
comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.

4.6.4 Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Architect’s findings and recommendations.

4.6.5 Architect shall provide a narrative report by each design discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials, finishes, Site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.

4.7 [Not Used.]

4.8 Sustainability Workshop

4.8.1 Participate with Program Manager and any other Architects designated by Program Manager in the conduct of an approximate, not to exceed eight hour Sustainability Workshop.

4.8.2 Review with user group and Program Manager achievable sustainable design measures using LEED checklist, acknowledging the Board’s Resolution on Environmental Stewardship and Board directives, and providing consultant input as necessary.

4.8.3 Identify initial project LEED goal (certified level is minimum for Existing Building) and suggested project alternates for additional sustainable features for the project.

4.8.4 Identify initial project LEED goal (certified level is minimum for New Buildings) and suggested project alternates for additional sustainable features for the project.

4.8.5 Provide technical criteria, written descriptions and design data in order for Architect to register and file for the LEED certification on behalf of the District and for applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

4.9 Design Schedule Report:
Report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Architect’s ability to conform to the Contract schedule.

4.10 Attend Required Meetings:
Attend meetings with the community, representatives of District, interested parties governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

4.11 Board Approval:
Be prepared to present footprint, floor plans, elevations, and other information as appropriate, to District Board of Trustees. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

5. Design Development Phase

5.1 Period of Service
5.1.1 After acceptance by District of the required deliverables in the Schematic Design Phase, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Design Development Phase.

5.1.2 Architect shall submit the deliverables required by the Design Development Phase, within the stipulated period indicated in Appendix C, "Milestone Schedule".

5.1.3 Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

5.2 General Scope of Project and Final Design Criteria:
After consultation with District and on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in periodic progress meetings with District's personnel and Subconsultants.

5.3 Design Development Documents:
Prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, together with 3D studies and presentation materials if required. These Design Development documents shall comply with the District goals, principles, guidelines, and standards as directed by the Board and shall include, but are not limited to:

5.3.1 Site plans, engineering, structural, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and

5.3.2 Outline specifications for each specification, section, with Part 2 of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems; and

5.3.3 Basis of Design (BOD) report is required for all building systems (i.e. foundations, structural, mechanical, electrical, plumbing, information technology, security, fire and life safety, etc.) to be commissioned, including design assumptions (space use, redundancy, diversity, climatic design conditions, space zoning, occupancy, operations, and space environmental requirements), standards (applicable codes, guidelines, regulations, and other references that are being followed), and narrative descriptions including performance criteria for the mechanical, plumbing, lighting, power and other systems.

5.3.4 If appropriate, a tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.

5.3.5 If appropriate, Architect shall provide to Program Manager for District's approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.

5.3.6 Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as
have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

5.3.7 District may conduct a peer review of the Design Development Phase documents, including submittal of a list of revisions required to complete the documents.

5.4 Design Development Phase Drawings:
Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation and review of an accurate cost estimate, including but not limited to, the following descriptions of minimum requirements for a design development submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.

5.4.1 Architectural Drawings

5.4.1.1 Floor plans which clearly show:

a. Finish schedule
b. Principal dimensions
c. Wall types clearly identified
d. Security zones and perimeters
e. Room and door numbers, and a numbering plan for the entire facility
f. Sufficient sections and details to enable a reasonable material takeoff
g. Contractor-furnished and Owner-furnished equipment list incorporated in layout

5.4.1.2 Roof plans which clearly show:

a. Slopes
b. Type of roofing
c. Roof access and pathways
d. Location of any mechanical equipment
e. Sufficient information to determine primary and secondary means of drainage

5.4.1.3 Reflected ceiling plans which clearly show:

a. Ceiling material
b. Access hatches
c. Room numbers
d. Partitions coordinated with the floor plans
e. Mechanical and electrical features coordinated with mechanical and electrical equipment and system drawings to verify the specified ceiling heights could be achieved during construction.

5.4.1.4 Elevations which clearly show:

a. Types of surface materials
b. Dimensions from finish floor to tops of walls, eaves and roof lines
c. All openings without dimensions but coordinated with door and window schedules

5.4.1.5 Sections which clearly show:

a. Any security considerations
b. Firewall conditions at tops of walls
c. All essential building parts and materials
d. Arrangement of mechanical, electrical equipment and services in congested areas of equipment rooms, corridor ceilings etc.

5.4.1.6 All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style

5.4.1.7 All items intended to be permanently affixed to the building.

5.4.2 Structural Drawings

5.4.2.1 Floor and foundations plans which clearly show:

a. Principal dimensions
b. All columns, shear walls, shafts and stairs
c. Coordination of structure with architectural floor plans
d. Sections cut and details to identify the proposed type of foundations
e. Sufficient section and detail bubbles to show where sections and details can be found

5.4.2.2 Roof plans which clearly show:

a. Principal dimensions
b. All major framing members
c. Sufficient sections and details to show design intent
d. Coordination with architectural, mechanical and electrical floor plans
e. Sufficient section and detail bubbles to show where sections and details can be found

5.4.2.3 Sections and details which clearly show:

a. Design intent
b. All important connections
c. Coordination with other structural plans
d. Logical placement to allow easy location of sections and details

5.4.3 Mechanical and Plumbing Drawings

5.4.3.1 Mechanical and Plumbing plans which clearly show:

a. Room numbers
b. Locations of all major pieces of equipment
c. Layout and sizing of all ductwork and piping
d. Symbol list coordinated with symbols on plans
e. All points-of-connection including invert elevations
f. Sufficient section and detail bubbles to show where sections and details can be found

5.4.3.2 Equipment and fixture schedules which clearly show:
   a. All fixtures identified
   b. All mechanical equipment identified and sized

5.4.4 Electrical Drawings

5.4.4.1 Lighting and power plans which clearly shows:
   a. Room numbers
   b. Single line diagrams of services and systems
   c. Symbol list coordinated with symbols on the plans
   d. Lighting plans coordinated with reflected ceiling plans
   e. Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
   f. Sufficient section and detail bubbles to show where sections and details can be found

5.4.4.2 Equipment and fixture schedules including lighting.

5.4.4.3 Security, alarm, intercom, public address (PA), closed-circuit TV (CCTV), nurse call and similar electrical and electronic systems.

5.4.5 Civil Drawings:

5.4.5.1 Site and grading plans which clearly show:
   a. Site cross sections
   b. Site contours and drainage
   c. Locations of all bench marks
   d. Precise locations of all major elements
   e. Roadways, driveways and parking areas

5.4.5.2 Site utility plans which clearly show:
   a. All connections to off-Site utilities
   b. All points-of-connection including invert elevations
   c. All drainage systems and other utilities located and sized

5.4.6 Other Items

5.4.6.1 Outline Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.

5.4.6.2 Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.

5.5 Additional Data or Services:
Advise District in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by Program Manager.
5.5.1 Data prepared by or services of others, including without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

5.5.2 Appropriate professional interpretations of the foregoing;

5.5.3 Environmental assessment and impact statements, Site assessments;

5.5.4 Property, boundary, easement, right-of-way, topographic and utility surveys;

5.5.5 Property descriptions;

5.5.6 Zoning, deed and other land use restriction; and

5.5.7 Other special data or consultations necessary or useful in completion of the Project.

5.6 Report on Additional Information Required:
Advise in writing if any of the following are required:

5.6.1 Governmental permits of any type;

5.6.2 Reports of any type to governmental agencies;

5.6.3 [Not Used.]

5.7 Second Update of Preliminary Estimate of Budgeted Construction Cost:
Based on the information contained in the Design Development Phase documents, update preliminary estimates of Budgeted Construction Costs and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimate and, as part of the report, reconcile the updated Budgeted Construction Cost with the District budget and the Program Manager's independent estimate.

5.8 Review with District:
Prepare for approval by District written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

5.9 Attend Required Meetings:
Attend meetings with the community, representatives of District, interested parties governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

5.10 Work Phasing Recommendations:
Prepare recommendations for phasing of the construction work to minimize disruptions and interferences with District's operations and any concurrently proceeding construction activities. Meet and discuss phasing recommendations with District and Program Manager. This phasing may be incorporated into Construction Contract documents. Complete phasing recommendations as part of the Construction Documents Phase services.

5.11 Review of the Design Development Phase by District:
Participate and cooperate fully in a review of the Design Development Phase documents by District, and any other consultants engaged by District, to assess the constructability of the design.
Respond to District comments and incorporate comments as necessary. Be prepared to present footprint, floor plans, elevations, and other information as appropriate for this Phase to the Board. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

6. Construction Document Phase

6.1 Period of Service:

6.1.1 After acceptance by District of the Design Development Phase documents and second update of Budgeted Construction Cost, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Construction Document Phase;

6.1.2 Architect shall submit the deliverables required by the Construction Document Phase within the stipulated period indicated in Appendix C, “Milestone Schedule”.

6.1.3 Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the District in consultations with appropriate authorities.

6.2 Final Drawings and Specifications

6.2.1 On the basis of the accepted Design Development documents and the comprehensive second update of the Budgeted Construction Cost and times of completion for the Project prepare for incorporation in the Contract Documents final drawings (hereinafter called “Drawings”) and Specifications to show the work to be furnished and performed by Contractor. Drawings and Specifications shall set forth in detail the requirement for construction of all work to be performed by Contractor (collectively “Construction Documents”).

6.2.2 Final Drawings shall be prepared in accordance with District’s CAD standards. Final technical specifications shall be prepared in conformance with the CSI 2004 format of the Construction Specification Institute (“CSI”). Architect shall cooperate with District in coordinating the Drawings and technical specifications with District’s Divisions 0 and 1 standard specifications and in jointly revising District’s standard specifications. Architect shall provide whatever Division 1 construction contract specifications necessary for the Project and not supplied in District’s standard forms.

6.2.3 District may conduct a peer review of the Construction Documents at 50% and 90% completion thereof and at back check from DSA, including submittal of a list of revisions required to complete the documents.

6.2.4 Submittal to DSA: All construction documents shall be brought to a 95% level of completion for DSA submittal. Architect shall complete drawings and specifications following DSA submittal and review, including completion of all Subconsultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Subconsultant team (and team personnel) preparing the DSA submittal shall complete the drawings and specifications.

6.2.5 The District will conduct a constructability review at 50% and 90% completion of the Construction Documents.

6.3 Compliance with Codes, Regulations and Requirements:
Comply with the standard of care of an Architect experienced in California schools design when preparing Drawings and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal having jurisdiction over the Project.

6.4 Compliance With State Standards:
Without limiting Paragraph 6.3 above, all plans, specifications, structural design calculations, Site data, and cost estimates required by State law, including without limitation the California Education Code and Code of Regulations, shall comply with State standards. Architect shall prepare and submit the application for approval of the plans and specifications by the DSA. A “check set” shall be submitted by Architect to the DSA, and any changes or corrections required by the DSA shall be made by Architect. Any other requirements of the DSA or any other authority with jurisdiction shall be complied with. Deliver to District two (2) complete sets of final DSA approved plans and specifications. Architect shall designate a contact person for the duration of the State approval process.

6.5 Drawings and Specifications:
The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section and a reference to the Division 1 commissioning section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.

6.6 Third Update of Estimate of Budgeted Construction Cost:
Based on the information contained in the Drawings and Specifications, submit, at 90% completion, an update of preliminary estimates of Budgeted Construction Cost and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimates and, as part of the report, reconcile the updated Budgeted Construction Cost with the District budget and the Program Manager’s independent estimate. Participate and make changes in the documents to meet a standard of 95% of District budget as reconciled.

6.7 Supplementary Conditions
Prepare for review and approval by District, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

6.7.1 Make full written disclosure to District, and obtain District’s express written approval of:

6.7.1.1 Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;

6.7.1.2 Any proposed innovative, unique, proprietary or sole source design features.

6.8 Report:
Provide a written report to District that the final design, as expressed in the final plans and specifications are complete and ready to bid, and conform with the following attributes:

6.8.1 Its constructability, workability and biddability;

6.8.2 The finished construction meeting the required levels of structural integrity, watertightness, durability, maintainability, and security, if faithfully carried out;
6.8.3 The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances.

6.8.4 Does not call for the use of hazardous materials.

6.9 Review of the Final Design by District:
Participate and cooperate fully in a review of the final design by District, including the Commissioning Agent and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary. Be prepared to present the revised footprint, floor plans, and elevations to the Board. Presentation content previewed by and coordinated with Program Manager and the Director of Modernization.

7. Bidding Phase

7.1 Bidding:
After written authorization to proceed with the Bidding Phase, Architect shall:

7.1.1 Attend Pre-Bid Conferences and Site Visits.

7.1.2 Assist District obtaining bids for prime contract for construction, materials, equipment and evaluating bids;

7.1.3 Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.

7.1.4 Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

7.1.5 Issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment.

7.1.6 Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

7.2 Where Bids Exceed Budget:

7.2.1 If any of the following events occur:

7.2.1.1 The lowest responsive base bid received is in excess of five percent (5%) over the Budgeted Construction Cost, or

7.2.1.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Budgeted Construction Cost, or

7.2.2 Then the District, in its sole discretion, has one or a combination of the following alternatives:

7.2.2.1 Give the Architect written approval on an agreed adjustment to the Budgeted Construction Cost.

7.2.2.2 Authorize the Architect to re-negotiate, when appropriate, or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other

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agencies' review time) at no additional cost to the District.

7.2.2.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

7.2.2.4 Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Budgeted Construction Cost for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Budgeted Construction Cost. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

8. Construction Phase

8.1 Period of Service:
The Construction Phase will commence with the award of the construction contract for the Project, and will terminate upon issuance of a Notice of Completion of the construction contract. The anticipated construction period is indicated in Appendix C "Milestone Schedule."

8.2 General Administration of Construction Contract

8.2.1 Architect shall consult with and advise District and act as District's representative as provided in Construction Documents. Architect shall perform all duties which the Construction Documents provide will be performed by the "Architect" or "Architect/Engineer".

8.2.2 Architect will have authority to act on behalf of District to the extent provided in the Construction Documents, provided, however, that District may, in its sole discretion, issue instructions directly to Contractor if notice of such instructions is given to Architect as soon as practicable thereafter.

8.2.3 Architect will work with District, Program Manager, Commissioning Agent and any other Project Inspectors, testing agencies, and governmental agencies as set forth in the Construction Documents and this Agreement. Architect consents to District's retaining of a construction manager who may perform some or all of the functions assigned to Program Manager in this Agreement.

8.2.4 For purposes of this Appendix A, words and phrases having a defined meaning in the Construction Documents shall have that defined meaning in this Appendix A, including, but not limited to, the terms "Site", "defective", "Contract Documents", "Shop Drawings", "Samples", "Inspector" and "Contractor".

8.2.5 Architect shall attend the Preconstruction Conference and commissioning meetings, as requested.

8.2.6 Architect shall, after approval of the plans and specifications by the DSA, and as soon as the construction contract is awarded, but before construction is started, provide notice to the DSA as required by the California Code of Regulations.

8.3 Visits to Site and Observation of Construction

8.3.1 Architect shall make visits to the Site at intervals appropriate to the various stages of construction as Architect deems necessary in order to observe, as an experienced and qualified design professional, and sufficient to prepare the Final Verified Reports and any
other reports or certifications required by the California Education Code and Code of Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor’s work. Architect shall provide District with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.

8.3.2 Architect shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. Architect will maintain an electronic record of such notifications.

8.3.3 Architect shall not, during visits or as a result of observations of Contractor’s work in progress, supervise, direct or have control over Contractor’s work.

8.3.4 After each site visit Architect shall verify in writing that the Contractor is acting in conformance with the Construction Documents.

8.4 [Not Used.]

8.5 Defective Or Nonconforming Work:
Architect shall make written recommendations to Program Manager to disapprove or reject Contractor’s work, or to accept Contractor’s work with a reduction in Contract Cost, while it is in progress if Architect believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

8.6 Interpretations, Clarifications and Corrections

8.6.1 Architect shall issue necessary interpretations, clarifications and Request for Information (RFI)-Replies regarding the Contract Documents and in connection therewith assist Program Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than two five working days) so as to cause no delay to Contractor or the Project.

8.6.2 Architect shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by District to correct errors, omissions or conflicts.

8.6.3 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.

8.7 Verified Reports:
Architect shall make the “verified reports” required by the California Education Code and Code of Regulations, according to the form and schedule required by those codes and the DSA.

8.8 Review of Submittals and Requests for Information

8.8.1 Architect shall review, approve or take other appropriate action as set forth in the Construction Documents in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Construction Documents (collectively referred to herein as “Submittals”), and review and reply to RFI’s, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect respond to submittals any longer than ten days after their receipt.

8.8.2 Architect shall incorporate comments of the Commissioning Agent into its submittal review.
8.8.3 Reviews, approvals and other actions taken shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto, unless same has been expressly specified by Architect.

8.8.4 Architect shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.

8.8.5 Architect shall maintain to the satisfaction of District a computer based system to record, control and manage the review of Submittals and RFI’s, which shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.

8.8.6 Architect shall provide to Program Manager for District approval two copies of a color schedule, samples of textures and finishes of all materials in the work at the Project.

8.9 Communications with Contractor

8.9.1 Any communications between Architect and Contractor regarding the any form of change to the construction contract’s Construction Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to Program Manager. All such communications shall be delivered to Program Manager for delivery to the contractor, except for actions on submittals, which shall be sent directly to Contractor with a copy to the District. Architect shall not communicate directly with the contractor. Conversely, Architect shall receive all written communications from the contractor through the Program Manager. The District, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.

8.9.2 As required in the Construction Documents, Architect shall review all written communications from Contractor, recommend actions to be taken by District, and reply in writing to Program Manager or to Contractor with a copy to Program Manager regarding the following:

8.9.2.1 Applications for payment.

8.9.2.2 Requests for changes in contract costs or times of completion.

8.9.2.3 Disputes with respect to technical aspects of Construction Documents.

8.9.2.4 Requests for interpretation and clarification of Construction Documents.

8.10 Substitutions

8.10.1 Architect shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor in consultation with the District.

8.10.2 Architect shall review quality control submittals and requests for substitution from Contractor in a timely manner and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

8.11 Inspections and Tests
8.11.1 Architect shall request Program Manager to require special inspection or testing of the work whenever necessary to Architect's performance of its duties hereunder.

8.11.2 Architect shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

8.11.3 Architect shall inspect work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion.

8.11.4 Architect shall attend all weekly construction contract progress meetings.

8.12 Disputes Between District and Contractor:
Architect shall act as initial interpreter of the requirements of technical aspects of the Construction Documents.

8.13 Applications for Payment

8.13.1 Based on Architect's on-Site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules, Architect shall assist Program Manager in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.

8.13.2 Recommendations of payment by Architect will constitute a representation to District that:

8.13.2.1 The work has progressed to the point indicated;

8.13.2.2 To the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).

8.13.3 In the case of unit price work, Architect's recommendations of payment will include its determinations of quantities and classifications of such work, along with data provided by District and other Architects (subject to any subsequent adjustments allowed by the Construction Documents).

8.13.4 By recommending any payment Architect will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Architect to check the quality or quantity of Contractor work as it is furnished and performed, beyond the responsibilities specifically assigned to Architect in this Agreement and the General Conditions.

8.14 Contractor's Completion Documents

8.14.1 Architect shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Construction Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the Construction Documents); and shall transmit them to District with
written comments and recommendation on their conformance with Construction Documents requirements.

8.14.2 Architect shall employ and engage personnel who are sufficiently qualified to conduct meaningful review of maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, and tests.

8.15 Final Inspections:
Architect shall conduct inspections to determine if the work or portions of the work is substantially complete and a final inspection to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to Contractor and will give written notice to District and Contractor that the work either is or is not acceptable subject to any conditions therein expressed. Architect shall participate in one (1) "post occupancy review" to occur no later than one year after completion.

8.16 [Not Used.]

9. Operation/Project Close-Out Phase

9.1 Operation/Project Close-Out:
During the Operation/Project Close-Out Phase, Architect shall, when requested by District:

9.1.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.

9.1.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Architect shall have specified start-up and testing procedures in the contract documents.)

9.1.3 Provide assistance in connection with completion of punchlist work, including but not limited to, preparing the initial comprehensive punchlist and conducting no more than two follow up Site visits (with follow up punchlisting if necessary) in addition to other responsibilities under this contract.

9.1.4 Assist District in coordination of training District’s staff to operate and maintain equipment and systems as necessary.

9.1.5 Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

9.1.6 Together with District, visit the Project to observe any apparent defects in the completed construction, assist District and Commissioning Agent in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

9.1.7 Together with District and Program Manager, coordinate, prepare and submit all final required deliverables under Title 24 and any thing else required by DSA for its final Project approval.

9.1.8 Prepare electronic record set and two (2) sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to Architect.

9.1.9 Prepare electronic record set and two (2) sets of record prints showing those changes made during the construction process, based on the marked-up Technical Specifications.
and other data furnished by Contractor to Architect. Electronic data shall conform to District requirements for compatibility with District equipment and software.

10. Payments to Architect

10.1 Payments to Architect:
Payments to Architect shall be made according to Appendix B, “Payments to Architect”.

11. Additional Services

11.1 The following Additional Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

11.1.1 Making revisions in drawings, specifications, or other documents when such revisions are:

11.1.1.1 Inconsistent with approvals or instructions previously given by the District.

11.1.1.2 Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

11.1.1.3 Due to changes required as a result of the District’s failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.

11.1.2 Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District’s schedule, or method of bidding or negotiating and contracting for construction.

11.1.3 Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

11.1.4 Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).

11.1.5 In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

11.1.6 Providing deliverables or other items in excess of the number indicated in this Appendix A. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in this Appendix A so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District’s expense or on District’s account at a specific vendor.

11.1.7 Providing services as directed by the District that are not part of the Services of this Agreement.

11.1.8 Providing consultation and services as directed by District concerning any post-construction claim arising from the Project in which Architect did not in any way cause the claim.

11.1.9 Providing training, adjusting, or balancing of systems and/or equipment
11.1.10 Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

12. Periods of Service

12.1 Milestones:
Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones.

12.2 Commencement of Services:
Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases of Service and Project Manager has provided Architect with written notice to commence the succeeding phase of Service, unless Program Manager, in its sole discretion, authorizes Architect to do so.

13. District’s Responsibilities

13.1 Program Manager:
District shall designate a Program Manager, who is authorized to act on District’s behalf with respect to this Agreement. District or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Architect’s services. District may delegate all or some of Program Manager’s role and function to a separate contractor or to a construction manager. District may change the individual acting as Program Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect.

13.2 Design Requirements:
District shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.

13.3 Property Information:
District shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.

13.4 Documents:
District shall make copies of available documents and drawings of existing conditions available to Architect. Architect may inspect all District’s surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Architect.

13.5 Surveys:
District shall provide engineering surveys to establish reference points for construction.

13.6 Hazardous Materials:
District shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.

13.7 Permits and Approvals:
Architect shall assist District in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Architect’s duty to secure all required design approvals from DSA).
13.8 **Site Access:**
District shall provide Architect reasonable access to the Site provided Architect complies with all security and safety requirements, and coordination requirements.

13.9 **Project Inspector:**
District shall supply the Project Inspector required by the Education Code.

13.10 **Commissioning Agent:**
District shall supply the Commissioning Agent.

**END OF APPENDIX A**
APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated ____, 2007, between the Marin Community College District (the "District"), and Kwan Henmi Architecture/Planning, Inc. ("Architect") providing professional services for Marin Community College District Campus-wide Measure C Update – Capital Improvement Programs, described in Appendix A.

1. Maximum Payment

Excluding Additional Services only, the Maximum Payment to Architect for Work performed under this Agreement shall not exceed progress on the Projects described in Appendix A “Services to be Performed by Architect”, their stated budgets, and the percentage allowances under Paragraph 2.2 below.

1.1 The parties shall pay Architect based on progress on each phase of the project. Total Compensation for these Projects under this agreement shall not exceed $2,015,500.

1.2 For purposes of this Appendix B, all work performed by Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect’s fees due under this Agreement. The Maximum Payment to Architect described above shall apply in all circumstances except Additional Services.

1.3 [Not Used.]

1.4 In the event the District changes the scope of a Project referenced in Appendix A Paragraph 1.1, either increasing its size or decreasing its size, then the parties shall calculate fee based upon the revised construction value. If the District changes the scope of the Project after Architect has commenced work on a Project, then the parties shall agree upon an equitable adjustment limited by the original fee for that Project, Architect’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

1.5 For Projects where the work anticipated involves new construction and renovation construction, let under a single construction contract, thus implicating two fee schedules, the fee applicable to new construction shall apply to the new construction. For the renovation construction, the fee applicable to renovation construction shall apply as if a separate Project.

1.6 All expenses necessary to provide the Basic Services Architect are included in the lump sum fee, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bid Sets, and similar Project-related items.

2. Methods of Payment for Services and Expenses of Architect

2.1 For Basic Services on the Project: The District shall pay Architect for basic services rendered under Appendix A a sum not exceeding the amount allocated to the Project in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase and for each project listed thereunder. Within each contract phase listed in Paragraph 2.2 below, Architect shall be paid according to its percentage completion of each phase at each project.
2.2 **Maximum Compensation to Architect by Phase.**

PROJECT: Diamond PE Complex Modernization  PROJECT #: 308B

<table>
<thead>
<tr>
<th>PHASE of PROJECT</th>
<th>Percent of Project</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Phase</td>
<td>2.5%</td>
<td>$50,388</td>
</tr>
<tr>
<td>Schematic Design Phase</td>
<td>10%</td>
<td>$201,550</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>17.5%</td>
<td>$352,713</td>
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<tr>
<td>Construction Documents</td>
<td></td>
<td></td>
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<tr>
<td>Submittal to DSA</td>
<td>35%</td>
<td>$705,425</td>
</tr>
<tr>
<td>Approval by DSA</td>
<td>5%</td>
<td>$100,775</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>2%</td>
<td>$40,310</td>
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<tr>
<td>Construction Phase</td>
<td>25%</td>
<td>$503,875</td>
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<tr>
<td>Operation / Project Closeout</td>
<td>3%</td>
<td>$60,465</td>
</tr>
<tr>
<td><strong>Total Basic Services</strong></td>
<td>100%</td>
<td><strong>$2,015,500</strong></td>
</tr>
</tbody>
</table>

2.3 **For Additional Services:** The District shall pay Architect for “Additional Services” rendered under Appendix A as follows:

2.3.1 **General:** For Additional Services of Architect’s principals and professional and technical staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at District’s option, at Architect’s Standard Billing Rates as stated below:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Additional Services and shall not be changed except as stated herein for the term of the Agreement.

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal In Charge:</td>
<td></td>
</tr>
<tr>
<td>Project Director:</td>
<td></td>
</tr>
<tr>
<td>Project Architect(s):</td>
<td></td>
</tr>
<tr>
<td>Project Architect(s):</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

The mark-up on any approved item of Additional Services shall not exceed ten percent (10%).

2.3.2 **Subconsultants:** For Additional Services of Subconsultants employed by Architect to render Additional Services the amount billed to Architect therefore times a factor of 1.10.

2.3.3 **Hourly Basis:** For Additional Services on an hourly basis, Architect agrees that all Subconsultants billing will be limited to a not-to-exceed amount upon prior written approval of the District.

2.3.4 **Reimbursable Expenses:** Except as set forth in Paragraph 2.3.5, the District shall pay Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services and such expenses shall be part of the lump sum fee.
2.3.5 Other Expenses: District shall reimburse 100% fees paid to government agencies on behalf of the District.

3. Times of Payments

3.1 Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services and additional services as specified in Paragraph 2.2.

3.2 Architect shall submit monthly statements for Basic and Additional Services rendered and for fee paid to government agencies on behalf of the District. The statements will be based on Architect’s estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The District shall promptly review Architect’s monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Submission of Invoices

4.1 All invoices to be submitted on the form provided by the District with all elements completed. The requisition number, purchase order number, District project number, Architect’s invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

**By U.S. Postal Service:**
Geraldine Bracken
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

**By overnight and express delivery services:**
Geraldine Bracken
Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

5. Definitions

5.1 The “Billing Rates” for purposes of this Appendix B apply to all Architects’ professional personnel (Architect’s and drafters) engaged directly on the Project. Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, the Billing Rates may increase annually on July 1 of each year of this Agreement based on the most recent U.S. Department of Labor, Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, 1982-1984 = 100, San Francisco Bay Area, to a maximum increase of four per cent (4%) in any given year.

5.2 “Reimbursable Expenses” mean actual expenses incurred by Architect or Architect’s independent professional associates or consultants, directly or indirectly in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, and similar Project-related items; and if authorized in advance by the District, overtime work requiring higher than regular rates.

5.2.1 Reimbursable Expenses shall not include Local Travel.

5.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Architect.

5.3 “Local Travel” means travel between Architect’s offices and Marin County, and travel to any location within a fifty-mile radius of either Architect’s office and Marin County.

END OF APPENDIX B
APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated ___, 2007, between the Marin Community College District (the “District”), and Kwan Henmi Architecture Planning, Inc. (“Architect”) providing for professional services.

The following table(s) include a list of activities to be performed by Architect, District and other parties with regard to Services under this Agreement, for which specific time deadlines for performance are set:

<table>
<thead>
<tr>
<th>PROJECT ACTIVITY</th>
<th>PARTY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENCEMENT</td>
<td>KH</td>
<td>06/1/2006</td>
</tr>
<tr>
<td>PROGRAMMING PHASE (limited to validation only)</td>
<td>KH</td>
<td>09/8/2006</td>
</tr>
<tr>
<td>SCHEMATIC DESIGN PHASE—end</td>
<td>KH</td>
<td>11/14/2006</td>
</tr>
<tr>
<td>DESIGN DEVELOPMENT PHASE—end</td>
<td>KH</td>
<td>01/8/2007</td>
</tr>
<tr>
<td>CONSTRUCTION DOCUMENT PHASE—end</td>
<td>KH</td>
<td>9/15/07</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>KH</td>
<td>06/5/2007</td>
</tr>
<tr>
<td>DSA Submittal (95% CD’s)</td>
<td>KH</td>
<td>08/1/2007</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD’s)</td>
<td>KH</td>
<td>03/15/08</td>
</tr>
<tr>
<td>BIDDING PHASE</td>
<td>COM/KH</td>
<td>02/15/2008 - 06/15/08</td>
</tr>
<tr>
<td>CONSTRUCTION PHASE</td>
<td>COM/KH</td>
<td>07/1/2008 - 01/01/10</td>
</tr>
<tr>
<td>OPERATION/PROJECT CLOSE-OUT PHASE—12 months</td>
<td>COM</td>
<td>01/1/2010 - 01/1/2011</td>
</tr>
</tbody>
</table>

END OF APPENDIX C
APPENDIX D

DELIVERABLES

Not Used.

END OF APPENDIX D
APPENDIX E

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated __________, 2007 between the Marin Community College District (the “District”), and Kwan Henmi Architecture/Planning, Inc. (“Architect”) providing for professional services.

1. Architect’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Architect shall furnish to District Certificates of Insurance and Endorsements showing satisfactory proof that Architect has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company “A” or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Architect for which Architect may be legally liable, whether performed by Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Architect may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2 million annual general aggregate per project and $1 million each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1 million combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Architect’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $1 million each claim and $2 million aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement. Architect agrees to maintain these coverage limits for 5 years after completion of services if such coverage is commercially available at reasonable rates.
2. **Insurance terms and conditions:**

2.1 Additional Insureds:

2.1.1 **Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.**

On Architect’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Certificates of Insurance and Endorsements shall include the following statement: “Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof.”

2.4 Original endorsements affecting general liability and automobile liability coverage shall be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

2.5 Architect’s insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Architect shall be called upon to contribute to a loss covered by insurance for the named insured.

2.6 Nothing herein contained shall be construed as limiting in any way the extent to which Architect or any of its employees may be held responsible for payment of damages resulting from their operations.

2.7 If Architect fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Architect under this Agreement.

2.8 Architect shall require all Subconsultants to maintain the same coverages as stated herein and provide Certificates of Insurance and Endorsements to Architect, which shall be available to District for inspection and copying.

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District
835 College Avenue
Kentfield, CA 94904
3.2 Send Insurance Certificates and Endorsements to:

**Copy by fax to:**
Geraldine Bracken  
Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-884-3142  
fax: 415-721-7039

**Original by mail to:**
Geraldine Bracken  
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

END OF APPENDIX E
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>March 13, 2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.12.G</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Release of Retention for Bond Program Consulting Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ACTION APPROVAL**

**Amendments**

**BACKGROUND:**

When the Measure C Bond Program was first established in 2004, a 10% retention clause was included in the program’s standard consultant contracts, with the proviso that retention could be released “at completion of all services.” Legal counsel has concurred that “all services” refers separately to services listed in the original contract and in each individual amendment.

The following consultants have completed all services in their original contracts and certain individual amendments, and are now entitled to recover retention on those services. The Board is asked to approve release of retention, as follows:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSW Stuber-Stroeh</td>
<td>$55,668</td>
<td>Civil engineering</td>
</tr>
<tr>
<td>Degenkolb Engineers</td>
<td>$7,500</td>
<td>Structural engineering</td>
</tr>
<tr>
<td>Ninyo &amp; Moore</td>
<td>$26,170</td>
<td>Environmental engineering</td>
</tr>
<tr>
<td>Royston Hanamoto Alley &amp; Abey</td>
<td>$48,848</td>
<td>Landscape architecture</td>
</tr>
<tr>
<td>Steinberg Architects</td>
<td>$151,829</td>
<td>Master planning</td>
</tr>
</tbody>
</table>

Total retention to be released: $290,015

**FISCAL IMPACT:**

None; all retention has been held by the District in advance of release.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees release the above-listed retention for completed consulting services.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
BOARD AGENDA ITEM

To: Board of Trustees  Date: March 13, 2007
From: Superintendent/President  Item & File No. B.12.H
Subject: Project Initiation Form for IVC Power Plants Project # 407A
Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): PIF – Project #407A

BACKGROUND:

The IVC campus has three power plants that serve existing buildings on the campus. These power plants house the main boilers that supply pool heating, hot water, electrical and telephone equipment, and main electrical distribution panels for the campus. Most of the equipment is original from the mid 1970s and has been maintained well beyond the useful life expectancy. Today much of the equipment is malfunctioning or non-functioning and what is functioning is not energy efficient. Equipment needs to be upgraded and or replaced to meet current building code and energy efficiency standards.

FISCAL IMPACT:

The total project budget for this project is $2,800,000. The project funds are identified in the Bond measure C budget.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Project Initiation Form for IVC Power Plants Project # 407A in the amount of $2,800,000 for the systems and equipment repair and replacement of power plants at IVC.

Administrator Initiating Item  Administrator Approving Item
V-Anne Chernock  Albert J. Harrison II
Director of Modernization  Vice President, College Operations
### MCCD CAPITAL IMPROVEMENT PROGRAM

**Project Initiation Form**

<table>
<thead>
<tr>
<th>Campus:</th>
<th>Indian Valley Campus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Name(s):</td>
<td>Power Plants 1, 2 &amp; 3</td>
</tr>
<tr>
<td>Project Name:</td>
<td>IVC Power Plant</td>
</tr>
<tr>
<td>Project Scope:</td>
<td>The scope includes replacement of old and malfunctioning and non-functioning equipment in Power Plants 1, 2 and/or 3. Equipment that needs to be repaired/replaced includes main boilers for heating existing campus buildings, boilers for pool heat; power co-generation equipment; 12 KV transfer equipment and distribution sub-panels.</td>
</tr>
<tr>
<td>Project Cost Estimate:</td>
<td>$2,800,000.00</td>
</tr>
<tr>
<td>Construction Cost Estimate:</td>
<td>$2,033,000.00</td>
</tr>
<tr>
<td>Funding Source(s):</td>
<td>Bond Measure C Funds - Project 407A</td>
</tr>
<tr>
<td>Design Consultant:</td>
<td>TBD</td>
</tr>
<tr>
<td>Design Start Date:</td>
<td>03/15/07</td>
</tr>
<tr>
<td>Construction Start/End Schedule:</td>
<td>11/16/07 / 5/15/08</td>
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<tr>
<td>Delivery Method:</td>
<td>Design/Bid/Build</td>
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<tr>
<td>Comments:</td>
<td>SF costs are not listed because the nature of this project is equipment repair and replacement.</td>
</tr>
<tr>
<td>SMC PM:</td>
<td>Debra Roche-Mailhu</td>
</tr>
<tr>
<td>Submitted by:</td>
<td>Debra Roche-Mailhu</td>
</tr>
<tr>
<td></td>
<td>Construction Manager, Swinerton Management &amp; Consulting</td>
</tr>
<tr>
<td></td>
<td>Indian Valley Campus</td>
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</table>

### PROJECT AUTHORIZATION

<table>
<thead>
<tr>
<th>Rich Graziano</th>
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</thead>
<tbody>
<tr>
<td>Program Manager</td>
</tr>
<tr>
<td>Swinerton Management &amp; Consulting</td>
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<tr>
<td>V-Anne Chernock</td>
</tr>
<tr>
<td>Director of Modernization</td>
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<tr>
<td>Marin Community College District</td>
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<tr>
<td>Bob Thompson</td>
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<tr>
<td>Director of Maintenance &amp; Operations</td>
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<tr>
<td>Marin Community College District</td>
</tr>
<tr>
<td>Al Harrison</td>
</tr>
<tr>
<td>Vice President of College Operations</td>
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<tr>
<td>Marin Community College District</td>
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Original: Financial Controls Manager, Swinerton Management & Consulting
Copy: Construction Manager, Swinerton Management & Consulting
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>March 13, 2007</th>
</tr>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. B.13.A</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>Contracts and Agreement for Services Report—February 2007</td>
<td>Enclosure(s):</td>
<td></td>
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</tbody>
</table>

**BACKGROUND:**

In accordance with Board Policy 6.0017 on External Consultants and Evaluators, attached for your information is a listing of all External Consultants and External Evaluators with whom we entered into a contract in excess of $1,000 with a description of services provided.

Administrator Initiating Item  

Albert J. Harrison II, Vice President, College Operations
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>S60069</td>
<td>Perfect Timing, Inc</td>
<td>Physical Sciences</td>
<td>$5,625.00</td>
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<td>Temporary personnel services for computer lab technician.</td>
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<td></td>
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<tr>
<td>S60071</td>
<td>Perfect Timing, Inc</td>
<td>Physical Sciences</td>
<td>$5,625.00</td>
</tr>
<tr>
<td></td>
<td>Temporary personnel services for computer lab technician. (1-19 to 2/28/2007)</td>
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<tr>
<td>P104211</td>
<td>Poor Ann's Express</td>
<td>Reprographics-Mail</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td>Additional printing services.</td>
<td></td>
<td></td>
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<tr>
<td>P104219</td>
<td>David Downing</td>
<td>Maintenance</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Tree trunk removal and milling of walnut tree for lumber.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104241</td>
<td>Xerox Corporation</td>
<td>Reprographics-Mail</td>
<td>$2,000.00</td>
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<td></td>
<td>Service and maintenance agreement for Color Copier - DC12, serial number FU2009641.</td>
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<td>P104242</td>
<td>Xerox Corporation</td>
<td>Reprographics-Mail</td>
<td>$3,000.00</td>
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<td>Service and maintenance agreement for Nuvera 100 copier, serial number KRC556280.</td>
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<tr>
<td>P104267</td>
<td>Tier Technologies, Inc</td>
<td>Information Technology</td>
<td>$6,310.00</td>
</tr>
<tr>
<td></td>
<td>Service and maintenance contract for student registration Touch Tone Phone 2007(touchtone telephone registration).</td>
<td></td>
<td></td>
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<td>P104274</td>
<td>Marsh Affinity Group Services</td>
<td>District Wide</td>
<td>$1,437.00</td>
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<tr>
<td></td>
<td>Insurance services for students needing coverage for malpractice in clinical area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104279</td>
<td>Thrifty Rent-A-Car</td>
<td>Physical Education</td>
<td>$1,873.92</td>
</tr>
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<td></td>
<td>Twelve-passenger van rental, including insurance for Track and Field</td>
<td></td>
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<td>P104280</td>
<td>Verbatim Computerized Services</td>
<td>District Wide</td>
<td>$1,066.14</td>
</tr>
<tr>
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<td>Required legal transcription services needed in arbitration hearing.</td>
<td></td>
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<tr>
<td>P104283</td>
<td>Law Office Of Larry Frierson</td>
<td>District Wide</td>
<td>$12,400.00</td>
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<td></td>
<td>Legal services for January 2007.</td>
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<tr>
<td>P104284</td>
<td>WR Forde Construction</td>
<td>Maintenance</td>
<td>$3,222.00</td>
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<tr>
<td></td>
<td>Repair of HVAC Leak in condensate loop.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P104285</td>
<td>Horgan’s R &amp; R Transmissions</td>
<td>Maintenance</td>
<td>$3,108.52</td>
</tr>
<tr>
<td></td>
<td>Repair and service of police vehicle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
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<tr>
<td>P104287</td>
<td>Diyarari Construction</td>
<td>Maintenance</td>
<td>$14,742.52</td>
</tr>
<tr>
<td></td>
<td>Re-roof Maintenance Building 1 at 120 Kent Avenue.</td>
<td></td>
<td></td>
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<tr>
<td>P104351</td>
<td>Marin Independent Journal</td>
<td>Marketing</td>
<td>$3,800.00</td>
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<td>Advertising services.</td>
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<tr>
<td>P104378</td>
<td>Western Plumbing &amp; Heating</td>
<td>Maintenance</td>
<td>$4,490.00</td>
</tr>
<tr>
<td></td>
<td>Replacement and installation of new boiler expansion tank in Fine Arts 54.</td>
<td></td>
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<tr>
<td>P104386</td>
<td>Marin Sanitary Service</td>
<td>Maintenance</td>
<td>$14,000.00</td>
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<tr>
<td></td>
<td>Debris box and trash removal services.</td>
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<tr>
<td>P104394</td>
<td>Perfect Timing, Inc</td>
<td>Library</td>
<td>$2,233.50</td>
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<tr>
<td></td>
<td>Temporary services for library staff.</td>
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<td></td>
</tr>
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<td></td>
<td>Unrestricted</td>
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<tr>
<td>P104388</td>
<td>Campus Bistro</td>
<td>EOPS</td>
<td>$2,586.00</td>
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<td>Care lunch vouchers, 400 at $6.00.</td>
<td></td>
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<tr>
<td>P104382</td>
<td>Borden Label &amp; Decal Company</td>
<td>Campus Police</td>
<td>$2,318.00</td>
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<tr>
<td></td>
<td>Printing services of parking permits for Fall, Spring, Summer and Staff.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Measure C Bond Fund</td>
<td></td>
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</tr>
<tr>
<td>P104384</td>
<td>Perfect Timing, Inc</td>
<td>Measure C</td>
<td>$10,723.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for administration assistant, estimated 2 months fee for Director of Modernization. Measure C Bond.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees Date: March 13, 2007
From: Superintendent/President Item & File No. B.13.B
Subject: College of Marin Mission Statement Annual Review

Reason for Board Consideration: INFORMATION ITEM

Enclosure(s):

BACKGROUND:

At the May 10, 2005 Board of Trustees Meeting, the Board approved a policy regarding College of Marin’s Mission Statement.

BOARD POLICY

The College of Marin Mission Statement shall be reviewed annually at the March Board of Trustees Meeting and considered for approval by the Board at the April Board of Trustees Meeting.

MISSION STATEMENT

College of Marin’s commitment to educational excellence is rooted in our mission to provide excellent educational opportunities for all members of our diverse community by offering:

- preparation for transfer to four-year schools and universities;
- workforce education;
- basic skills improvement;
- intellectual and physical development; and/or
- cultural enrichment.

The College of Marin is committed to responding to community needs by offering student-centered programs and services in a supportive, innovative learning environment with a strong foundation of sustainability, which will instill environmental sensitivity in our students.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees review the College of Marin Mission Statement.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
College of Marin
Mission Statement

College of Marin's commitment to educational excellence is rooted in our mission to provide excellent educational opportunities for all members of our diverse community by offering:

- preparation for transfer to four-year schools and universities;
- workforce education;
- basic skills improvement;
- intellectual and physical development; and/or
- cultural enrichment.

The College of Marin is committed to responding to community needs by offering student-centered programs and services in a supportive, innovative learning environment with a strong foundation of sustainability, which will instill environmental sensitivity in our students.
To:        Board of Trustees                              Date: March 13, 2007
From:      Superintendent/President                      Item & File No. B.13.C
Subject:   Long-Form Architect Contract – Trustee Treanor Questions
Reason for Board Consideration:                        Enclosure(s):

INFORMATION

Responses to Questions

BACKGROUND:

When the District presented a long-form contract for architectural services to the Board for approval in January 2007, Board President Treanor submitted several comments and questions about the contract that led to its revision and re-submittal for approval at this meeting as an action item. Specific responses to Trustee Treanor’s questions are also presented herein as an information item.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

None; information only.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
Marin Community College District
Measure C Bond Modernization Program

Responses to Trustee Treanor’s Questions
Related to Long Form Architectural Contract
January 16, 2007

On Agenda Item page:

- Who reviewed / drafted Appendix A?

  The original long form was developed early in the planning process using a contract form imported from the San Mateo Community College District. That form was approved by the Board of Trustees on October 11, 2005. The current submittal was reviewed by Miller Brown & Dennis (MBD) only for legality, as indicated in their letter attached to the January 16 action item.

- Milestones “end” = end date = completion?

  The milestone end date is defined as the completion of each phase of work. The final end date is 12 months after Notice of Completion of the construction contract.

- Additional services – what is anticipated?

  Potential and / or anticipated additional services are outlined in Section 11 of Appendix A. This section has been revised, using the standard MBD form, to provide more clarity about those services.

- At each phase of any contract – more detail; provide scope of work (App A) by phase [comment unclear from this point on]

  The Architect’s scope of work for each phase of the project is provided in Appendix A; durations and milestones are identified in Appendix C.

Appendix A

1.1 “Projects Under This Agreement”

  Q. Is “program” all “projects?” Unclear.

  A. Yes, the term “program” is used to define all “projects” to be funded by the Measure C bond.

1.1 “Scope of Work”

  Q. [Add] “and drainage swale, 50% renewable and thermal pool?”

  A. Added: “Project to include photovoltaic panels sufficient to produce 50% of complex’s post-construction energy requirements and solar thermal panels to heat the pool.” Reference to drainage swale is unnecessary, as swale already exists.

2.1 “Basic services shall include....”

  Q. [Remove] “claims during construction as basic services?”

  A. Claims services have been removed from basic services, and will be handled as an additional service in support of the District against contractor or other third party claims.
2.2.3 “...shall also be in responsible charge for observation of the construction....”

Q. Is this determining construction in conformance with designs and specifications?
A. Yes, along with Project Inspector and Construction Manager.

2.2.5 “Architect shall provide all materials to complete the services.”

Q. What about in the time and personnel required to meet milestones – add staff to meet schedule?
A. Section now reads: “Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect’s services in accordance with the Milestone Schedule in Appendix C.”

2.2.6 “Architect shall intimate the District....”

Q. “Intimate”: typo?
A. Word replaced with “notify.”

2.2.7 “Architect shall require each of its consultants....”

Q. Minimum proof of insurance required? Regardless, Architect shall be liable? What is the language?
A. Appendix E identifies minimum proof of insurance, and has an added clause clarifying coverage by Architect’s consultants. Note that this contract is between the District and the Architect and does not define terms of the Architect’s agreements with subconsultants.

2.2.11 “Architect shall provide District and Program Manager with written evaluations....”

Q. This should be done by now – any issues?
A. Yes, this is done for the finished phases, with no issues. The process will be repeated through other project phases.

2.2.13 “...then monitor construction for compliance....”

Q. Monitor: What about build into specifications and mandate they must be achieved – not just monitored?
A. The District mandates compliance through the Program / Project / Construction Manager and / or Project Inspector. The Architect does not mandate, but only monitors.

2.2.14 “...and in accordance with the District’s resolution... and sustainable facilities construction....”

Q. Include reference to 50% renewables?
A. Reference to 50% renewable has been added to scope of work, Section 1.1 for the Kwan Henmi (PE Project) contract only. This Section 2.2.13.1, being a standard clause, now includes the phrase “any Board directives” to accommodate not only 50%
2.2.15 “...green building and commissioning procedures on a project-specific basis.”

Q. So as to ensure all documentation provided for LEED certification?
A. Already covered in Section 2.2.14. This section references procedures, not documentation.

2.2.16 “Architect shall conduct at least monthly design coordination meetings....”

Q. Monthly – is that enough?
A. Typically yes, yet the clause states “at least” to allow the District latitude in requesting more. The PE Complex project, for example, has been holding bi-weekly design coordination meetings.

2.3.1 “Architect shall fully coordinate....”

Q. Add “solely responsible?”
A. Done.

Q. “So as to ensure that the construction documents are completely coordinated?“ “Is this defined or is it the project design?” “And all consultants shall adhere to District standards and guidelines.” “Architect responsible for coordination between their consultants with District standards.”
A. Clause has been revised to assure adherence to District standards and guidelines and any Board directives.

2.4.1 “...in accordance with the approved Master Schedule and Milestone Schedule....”

Q. Milestone schedule – is this the short one attached?
A. The clause has been revised to clarify – only one schedule is referenced, as outlined in Appendix C.

2.4.2 “For each phase of the services under this agreement....”

Q. Do we have these for all completed phases?
A. Yes.

2.4.2.1 “…identifiable by contract package.”

Q. Contract package: what is this?
A. All references to “contract package” are now called “Bid Set,” which is defined in the master agreement as “the plans, drawings, and specifications at the end of the Construction Documents phase that the Division of the State Architect (“DSA”) has approved and that the District can use for the bidding for construction of the project.”

Q. We should see all of that [task list] for the three completed phases so we can see what it means and how it was used.
A. Deliverables are not typically delivered to a Board, but are certified as complete by the Program Manager and District staff. That said, a complete set of deliverables through Design Development on the PE Complex is being prepared as an example of what
Marin Community College District  
Measure C Bond Modernization Program

deliverables mean and how they’re used. Additionally, the District will present conceptual or schematic designs to the Board for review and comment on all projects.

2.4.3 “Architect shall prepare ... and maintain a design schedule....”
Q. Design schedule – has this been done?
A. Yes.
Q. The milestones and deliverables don’t show this level of detail [subtasks.]
A. That is correct. Milestones and deliverables, as listed in Appendix C, are typically kept at task level to allow professional flexibility.

2.4.4 “Architect’s schedule shall be updated monthly....”
Q. Architect’s schedule: will we get this?
A. Not typically. These documents are prepared for review and compliance at Program Manager and District staff levels.

2.4.5 “...will comply with the accepted schedules....”
Q. “At no additional cost to District?”
A. That is correct. All services listed in this section are basic services.

2.4.6 “Revisions to Architect’s schedules shall be prepared and submitted ... no more frequently than once a month.”
Q. Once a month: is this reasonable?
A. Yes.
Q. Milestones – deliverables – monthly reports: what is the difference between them? How will [Director] report them? Should be a consistent tracking system of time, $ and % of completion.
A. Milestones are target dates for completion of a task. A deliverable is a document (plan, specification, report, letter) recording the results of a task or activity. A monthly report is a monthly summary of activity performed during the reporting period. The District (Director) will periodically report completion of deliverables (including monthly reports), milestones and percent complete on a checklist indicating status of each phase of the contract. Expenditures are reported on the Paragon system.

2.5 “... and the cost thereof included in the fee for Basic Services.”
Q. Specifically state to bring project budget to $15.6 million?
A. The specific project budget is best stated only once, on page 1 of this Appendix A. Multiple entries of a specific figure increase risk of error as changes occur.

2.7 “Architect shall provide District with a Monthly Progress Report....”
Q. Date of month? Not okay if presented day/week after Board meetings; then report to Board a month old.
A. The Architect’s monthly progress report does not typically go to the Board, but to the Program Manager and District staff. Since most issues are handled on a day-to-day
Marin Community College District
Measure C Bond Modernization Program

basis, the Architect's monthly report, typically produced after the end of the month, are legitimately after-the-fact documentation of events, issues and resolution. Highlights of the Architect's monthly report will also be reported in the Program Manager's Quarterly Report.

2.8 “Architect shall comply with the necessary professional standard of care applicable to an Architect....”
Q. Earlier reference was to a “specialist?”
A. All references to “specialist” have been removed.

2.8.1 “...all applicable laws as if set forth in this Agreement....”
Q. ADA, Title IX?
A. Yes, all applicable laws includes ADA and Title IX.

2.8.6.1 “[Advise on] selection of resident inspector....”
Q. Are we required to have this? Why is it optional to have resident inspector elsewhere?
A. The correct term is “Project Inspector.” This individual is required by DSA, as defined in Article 1 of the Agreement. Other references to inspection have been revised, and none are optional.

2.8.6 “Performing general observation of the work....”
Q. To assure compliance with design; to ensure every material in work?
A. Compliance is covered elsewhere in the scope of work, Sections 2.2.1.3 and 2.2.3; this clause only refers to interpretation of approved drawings and specifications.

2.8.11 “District will engage Project Inspector[s]....”
Q. Is this inspector part of 12.8% fee? Is this different than the resident inspector?
A. The Project Inspector is not part of the Architect’s fee. The inspector is paid from the support cost budget for each project, under direct contract to the District. The correct term – Project Inspector – has been used throughout the revised contract.

2.9 “Assist with and coordinate all communications with the State Chancellor’s Office, secure necessary approvals from Division of the State Architect (DSA), and assist with and coordinate any necessary approvals from other authorities having jurisdiction.”
Q. [Is the Architect] the primary responsible party to obtain approvals?
A. The Architect secures necessary approvals from the DSA, but only assists with and coordinates approvals from other authorities having jurisdiction. Those other approvals, from agencies such as the Army Corps of Engineers and PG&E, are the owner's responsibility.
2.10 "Architect’s scope of work on each project shall include the following work items...."

Q. Why just these? Still under basic services? [What about] green buildings, LEED, Title 24, and Title IX?

A. "These" work items are not mentioned elsewhere, so are listed separately. They are still under basic services. Other items such as green buildings, LEED, Title 24 and Title IX are mentioned elsewhere so do not need to be listed separately (e.g., Sections 2.2.14 and 2.2.15).

3.2 "Consult with District to establish and document the following detailed requirements for the Project...."

Q. Renewable energy / LEED certification / fire safety / ADA?

A. Renewable energy is covered under Section 3.2.6, Environmental and sustainability goals. LEED certification is not a programming scope item and is covered in Section 2.2.14. Fire safety is covered under Section 3.2.9, Special equipment and systems. ADA is covered under Section 3.2.15.

3.5 "Review initial budget estimates...."

Q. What is this? 15.6 is called the budgeted bid day...."

A. All references to budget are now consistently called "budgeted bid day construction cost."

4.2.3 "Identify, analyze and conform to the requirements of governmental and private authorities...."

P. Is this completed? What consultation with authorities has been done since this phase has already been done?

A. This work is completed through design development and is in progress for the rest of the project. Details about consultation are included in the Architect’s deliverables for this phase.

4.2.1 "Advise Program Manager...."

Q. All completed? No issues presented of concern?

B. This work is complete. Any issues raised during this phase have been or are being resolved by Program Manager with District direction and oversight as appropriate.

3.4.1 "Develop alternative conceptual plans...."

Q. Has this been done?

A. Yes.
17.1.1 “Schematic reports shall be developed until an acceptable design concept has been approved by District.”
   Q. Has this been done?
   A. Yes. The schematic design for the PE Complex was accepted by the Board in November 2006.

4.5.1 “Architect shall provide a narrative report by each design discipline....”
   Q. We haven't heard about any of this work which also should have been done.
   A. This work has been done, but is not typically carried to a Board level. It is internal to the project and is submitted to / reviewed by the Program Manager and, as needed, District staff.

4.7.4 “Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits....”
   Q. Is this done? Can we see it?
   A. This is done. The Project Manual [for the PE Complex] is available for review in Swinerton’s offices.

4.9 “A report on the anticipated schedule for Project design....”
   Q. Is this done?
   A. Yes.

5. “Design Development Phase”
   Q. Ended 1/8/07 per milestones. We never had the deliverables list above presented.
   A. A complete package of all contract deliverables through Design Development is being prepared.

5.0.1 “...within the stipulated period indicated in ... Milestone Schedule.”
   Q. Dates to update estimate not listed on milestone [schedule.]
   A. The estimate update is included in the list of deliverables [generated from requirements of Appendix A], which is to be completed according to the Milestone Schedule.

5.0.1 “Provide technical criteria, written descriptions and design data....”
   Q. Do we have this?
   A. Yes, in the form of a Project Manual.
5.3.1 “Site plans, engineering, structural, mechanical and electrical floor plans....”
Q. Design development documents not on schedule of milestone; should have broken down the phases with specified activities in contract list in milestone schedule?
A. A milestone schedule is, by definition, a broad, summary level snapshot of key target dates by phase only. Breaking down phases into specified activities such as “documents” creates an artificial structure and reduces the Program Manager’s ability to effectively manage the process.

5.4.1 “Architectural Drawings”
Q. In accordance with Design Guidelines and District Standards?
A. Yes. See Section 2.2.14: “The Architect shall work within the standards and guidelines developed by the District Architect....”

5.3.0.1 “Roof plans which clearly show....”
Q. What about LEED credits?
A. See Section 2.2.14: “Documentation as required for LEED certification will be the responsibility and a part of the scope of work of the Architect....”

5.3.0.5 “All door, window, glazing and hardware schedules....”
Q. ...and Title 24?
A. See Section 2.8: “Architect shall comply with ... California Administrative Code Title 24....”

5.3.0 “Structural Drawings”
Q. Provide all necessary calculation[s] and required by DSA or any other jurisdiction without additional charge? Is this covered enough in 5.4.6?
A. Yes. All services in this section are part of basic services. This is covered enough in 5.4.6.

5.3.0 “Mechanical and Plumbing Drawings”
Q. Who makes selection of equipment? MP / MEP? How does mechanical play into electrical?
A. The project architect and its consultants select products / equipment based on technical standards developed via sub-committees and approved by the District. Mechanical and electrical must be coordinated by the Architect, per Section 2.3 (“Architect shall fully coordinate all engineering disciplines....”).

5.3.0 “Civil Drawings”
Q. Who details / coordinates?
A. The civil engineering consultant details the civil drawings; the Architect coordinates.
5.3.4.0 "Site and grading plans"
   Q. Drainage swale?
      A. Covered under 5.4.5.1.b, "site contours and drainage."

5.3.5.0 "Outline specifications...."
   P. vs. detailed?
   A. Yes. Detailed specifications are developed in the next phase.

5.3.5.0 "...sufficiently complete for construction documents to proceed."
   Q. ...to obtain all approvals?
   A. Indirectly. Direction is to present calculations sufficient for the Architect to proceed with completion of construction documents, which are in turn necessary to obtain approvals (e.g., DSA).

4.4.0 "Data prepared by or services of others...."
   Q. Any recommended to date?
   A. Yes. Soil borings by the geotechnical engineer were recommended to explore subsurface conditions. The District covers this work under direct contract to the geotechnical engineer.

5.4.0 "Appropriate professional interpretations of the foregoing"
   Q. Has this been done, or anticipated? If so, what is called additional service?
   A. Analysis of data collected in 5.5.1 above was performed by Fugro West, the District’s geotechnical engineer, so it is not an additional service to the Architect.

5.4 "Report on additional information required"
   Q. Why not in basic?
   A. This section allows for any unanticipated tasks that would not be covered under ordinary basic services. Basic services cannot absolutely anticipate all eventualities.

5.4 "Revised Opinion of Bid Day Construction Costs"
   Q. When is this? Is it done? Not in milestones or detailed. Is it 5.3 design development documents? Per milestone to be completed 1/8/07.
   A. Section has been re-written to clarify terminology. All deliverables for this phase have been submitted and are being reviewed at this writing.
Marin Community College District
Measure C Bond Modernization Program

17.1 "Review of the final design by District"

Q. Any preliminary meetings with DSA done? Has review been done? Revise to address constructability?

A. Section has been re-written to clarify terminology, including constructability reviews. Preliminary DSA meetings have been held, and others are scheduled at this writing.

6. "Construction Document Phase"

Q. Where we are now? Correct? Should have started this week?

A. Construction document phase will start immediately upon Board approval of a final long-form contract.

6.1.0 "Drawings and specifications shall set forth in detail to requirement for construction of all work to be performed by contractor."

Q. So as to eliminate any change orders due to lack of detail or inadequate coordination?

A. Yes, this is the intent of the statement, supported by Section 1.3.1: "Each project shall be developed and designed to meet ... professional standards, consistent with the standard of care of an architect experienced in California schools design...."

6.2.3 "District may conduct a peer review ..."

Q. If peer review requires changes to address “in detail?”

A. Comment is unclear.

6.5 "Revised Opinion of Bid-Day Construction Costs"

Q. 7.2 says “the latest.” Looks like it changes up to bid day, no incentive to stick to $15.6 million.

A. All sections referencing construction estimate have been re-written to provide a consistent definition of estimates and budgets. At all phases, the construction estimate must be reconciled with the budget.

Q. Where is the % cap to make sure $15.6 [m] is not exceeded?

A. The budget is stated in Section 1.1 of Appendix A. Since the Board approves all amendments to architect contracts, the Board will approve any recommendations to change the budget.

6.8 "Provide a written report to District...."

Q. Specificity of details to ensure complete bid without lots of change orders.

A. Covered by the statement “complete and ready to bid"
Marin Community College District
Measure C Bond Modernization Program

17.1 "Respond to District comments and incorporate comments as necessary"
Q. Without additional charge?
A. Yes, without addition charge. Still in basic services sections, and assumes no impact
to cost or scope.

7.0.4 "Issue written addenda"
Q. Answer all requests for clarification or RFIs?
A. Yes, it is part of basic services to clarify construction documents.

7.0 "...estimate of probable bid-day construction cost...."
Q. All new terms [latest and probable]
A. All terms related to cost estimate have been clarified and made consistent.
Q. At no additional cost? What? Where is the incentive to keep the budget at $15.6
m?
A. Section 7.2 has been completely re-written to clarify intent of section.

8. "Construction Phase"
Q. "Termination phase" – is there a Notice of Completion of Substantial Completion?
A. "Notice of Completion" has been added to this section.

8.1.0 "General Conditions"
Q. GC: does architect resolve change orders or claims as part of basic services?
A. The Architect works with the Program Manager and District to resolve change orders
as part of basic services. Claims resolution is additional service.

8.1.0 "Architect will have authority...."
Q. Legal counsel should summarize the authority to architect.
A. Legal counsel has reviewed the form of contract and concurs with the authority to
architect stated in this section.

8.1.4 "Resident Project Representative"
Q. What/who is this? Mentioned in 8.4?
A. Phrase removed from 8.2.5, added as "Project Inspector" in 8.2.3.
17.1.1 "...prepare the Final Verified Reports and any other reports or certifications required...."
   Q. Is that certification that construction is in conformance with design documents?
   A. Yes.

8.2 "Resident Project Representative"
   Q. Program Manager or Director of Modernization?
   A. Section removed.

8.5.0 "...assist Program Manager with supplemental instructions...."
   Q. As part of basic services?
   A. Yes.

8.5.0 "...to correct errors, omissions or conflicts."
   Q. What about in response to RFI due to failure to provide sufficient detail?
   A. Omissions are defined as failure to provide sufficient detail.

8.7.3 "engage personnel who are sufficiently qualified...."
   Q. ...all in a timely manner?"
   A. Implied by the term "sufficiently qualified."

8.10.12 "inspect work to determine if work or portions of work are substantially complete ....."
   Q. In conformance with plans and specs?
   A. Yes, as defined by "substantially complete."

8.10 "Applications for Payment"
   Q. Doesn’t GC address process for handling change orders? Shouldn’t the scope include change order review / approval?
   A. Does GC refer to General Conditions or General Contractor? The contract and the project manual address the process for handling change orders. The architect’s scope includes interpretations, clarifications and corrections as mentioned in Section 8.6. Change order review is the purview of the Program Manager, and approval is handled by the District on behalf of the Board, who approves all change orders.
17.1 “Final Inspections”

Q. Is there a Notice of Completion? Substantial Completion? Presumes “Final Payment” is after “Close-out” at least [remainder of question unclear]? How do you determine end of phase?

A. A Notice of Completion is submitted to the Board for approval, then filed with the County. We do not use Substantial Completion as an official term. Final payment procedures are specified in the construction contract. The end of a phase is a joint determination of the Architect, Program Manager, Project Inspector and District Director based on professional judgment that the contract terms have been fulfilled.

8.14 “Time of Construction Phase”

Q. How realistic in an 18-month contract? 0 days added? Then everything is hourly?

A. Section has been deleted.

9. “Operation / Project Close-out Phase”

Q. When does it start and end?

A. This phase starts at the completion of the previous phase and ends as specified in the Milestone Schedule, Appendix C..

9.0.2 “no more than two follow up Site visits”

Q. Is this enough?

A. For punch lists, typically, yes. If more than two visits are required, they will be convened as additional service.

9.0.5 “Visit the Project to observe any apparent defects in the completed construction...”

Q. At the end and throughout the project?

A. This section refers only to visits to observe any apparent defects at the end of construction.

9.1.8 “Prepare electronic record set and two (2) sets of reproducible record prints...”

Q. As-builts?

A. Yes.

11.2.0 “Making revisions in reports, drawings or other documents...”

Q. At what point? If both exist? How is this defined?

A. Entire Section 11 has been re-written in MBD format for better clarity of intent. All remaining questions for Section 11 are now moot.
Marin Community College District
Measure C Bond Modernization Program

17.1 "...representative shall render required decisions promptly...."

P. 10 days?
A. Depends on the decision required. Could be weeks if decision requires Board action; could be hours if a phone call or e-mail will suffice.

13.7 "Architect shall assist District in its securing of all required approvals...."

Q. Conflict with 11.3.7
   . Section 11 has been re-written, eliminates conflict

Appendix B

1.4 "In the event the District changes...."

Q. Is this too broad?
A. Wording is sufficient for District to retain control over changes
Q. Reference to Paragraph 2.3 should be 2.2?
A. Yes, to be corrected.

Appendix D

Q. Deliverables per milestones completed last week? Do we have them? How would we know?
A. All deliverables are checked by Program Manager and District (Director) as part of the standard management process. New contract chart, to be shared with Board periodically, provides information on deliverables.

Note: Appendix D has been eliminated. All deliverables required in the contract are included in the text of Appendix A, "Services to be Provided by Architect."
**BACKGROUND:**

The Board of Trustees has received copies of the Statewide Association of Community Colleges (SWACC) Property and Liability Inspection conducted last year by our insurance administrator, Keenan & Associates. The Maintenance and Operations department and Swinerton also received copies of the report. The inspections occur every two years to identify hazards and make recommendations for corrective action, thus reducing the risk of property and liability loss. Keenan and Associates will return next summer to check on compliance with the items identified in the report, especially those categorized as high priority. The initial report identified 13 high priority findings and 152 medium priority findings.

**High Priority Items**

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<tr>
<td>Assigned &amp; Pending Completion</td>
<td>5</td>
</tr>
<tr>
<td>No Decision Made</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>13</td>
</tr>
</tbody>
</table>

**Medium Priority Items**

<table>
<thead>
<tr>
<th>Completed</th>
<th>32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assigned &amp; pending completion</td>
<td>111</td>
</tr>
<tr>
<td>No Decision made</td>
<td>9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>152</td>
</tr>
</tbody>
</table>

Twenty of the medium priority items relate to the use of extension cords. Use of specific UL approved power strips is an authorized remedy for this problem on a temporary basis. As the bond projects progress, many of the college power concerns will be addressed. For buildings that will not be renovated or rebuilt, installation of permanent wiring will require a longer time to correct.

Maintenance & Operations staff have been assigned to correct items specific to the maintenance department. Corrective action is expected to be complete within the next six months. Managers have received notification of safety concerns within their departments. Some areas have corrected the problems and others are in the process of doing so. We have written the City of Novato requesting corrective action on the findings relating to the athletic fields at the Indian Valley Campus. We have also notified and requested that the Marin School of Arts & Technology correct the extensive use of extension cords by replacing with UL approved power strips and contacting maintenance to repair outlets that are not working. The Bolinas Marine Facility is closed, thus correcting temporarily some of the concerns at that facility. The dock remains open.

Staff will give another status report to the Board at the July Board meeting.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations