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 on a posted item 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 Bob Balestreri at 485-9414. Notification at least 48 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 “C.3” on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Board Study Session – 3:30 p.m., Ohlone 106, Indian Valley Campus
   1. Call to Order, Roll Call and Adoption of Agenda
   2. Modernization Workshop (3:30 to 4:30 p.m.)
      a. Revised Bond Spending Plan (Fine Arts Restrooms) (3:30 to 3:45 p.m.)
         V-Anne Chernock
      b. Main Building Complex (IVC) Final Design Review (3:45 to 4:00 p.m.)
         VBN Architects
      c. Transportation Technology Complex (IVC) Final Design Review
         (4:00 to 4:15 p.m.)
         Hardison, Komatsu, Ivelich & Tucker (HKIT)
      d. Time for Discussion (4:15 to 4:30 p.m.)

B. Closed Session – 4:30 p.m. in AS101 Conference Room, Indian Valley 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)
Agency Negotiator: Larry Frierson

(b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section
54956.9:

CONFERENCE WITH LEGAL COUNSEL-Potential & Existing Litigation
Ten cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
Mize-Kurzman vs. MCCD (Marin Superior Court)
S. Rollison vs. MCCD
UPM/Christensen, Fung, Goldman, and Sutherland vs. MCCD
UPM/Sutherland vs. MCCD – Grievance Arbitration
UPM/Christensen vs. MCCD – Grievance
UPM vs. MCCD – Retiree Incentive Arbitration
UPM/Tjernell vs. MCCD – Grievance
UPM/D. Rollison vs. MCCD - Grievance
CSEA PERB Unfair Labor Practice Charges – Half Day Off and Negotiations

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

REGULAR MEETING AGENDA
6:30 p.m. – Ohlone 106, Indian Valley Campus

C. Regular Meeting

1. Call to Order, Roll Call and Adoption of Agenda
2. Approval of Minutes (4 minutes)
   - Minutes of January 15, 2008 Board Meeting
   - Minutes of January 29, 2008 Special Board Meeting (Board Retreat)
3. Citizens’ Requests to Address the Board on Non-Agenda Items (3 minutes)
4. WASC Study Session on Program Review Planning and Resource Allocation
   (45 minutes) – Program Review Work Group
5. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      1. Resolution in Support of Black History Month
      2. Resolution in Support of Engineering Week
   b. Legislative Report
   c. Committee Chair Reports
d. Individual Reports and/or Requests

e. CEO Report to Board on WASC Compliance

f. CEO Report to Board on Compliance with Grand Jury Recommendations

6. Chief Executive Officer’s Report (5 minutes)

a. Staff Reports (10 minutes)

   (1) Enrollment Management Update (Anita Martinez)

   (a) Executive Summary: Indian Valley Organic Farm and Garden

   (2) College Goals and Strategic Plan (Bernie Blackman)

7. Academic Senate Report (5 minutes)

8. Classified Senate Report (5 minutes)

9. Student Senate and Student Association Report (5 minutes)

10. Board Study Session

    None

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

       No changes

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

       1. Appointment of Classified Personnel

       2. Permanent Reassignment of Classified Personnel

       3. Temporary Increase/Decrease in Classified Assignment

       4. Resignation/Retirement of Classified Personnel

       5. Request for Leave of Absence/Uncompensated Leave

    C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:

       1. Appointment of Academic Personnel


       1. Appointment and/or Change of Educational Management Personnel
E. Short-Term Hourly Positions
F. Budget Transfers – Month of January - FY 2007/08
G. Declaration of Surplus Property – Miscellaneous Equipment
H. Warrant Approval
I. Approve New Credit Courses
J. Approve Credit Course Revisions
K. Approve Credit Course Deletions
L. Approve Less Than 18 Unit Credit Certificate
M. Approve Agreement with Perry-Smith for Bond Audit July – December 2007
N. Modernization (Measure C)
   1. Ratify Previously Approved Contracts
      a. Fire Mitigation Project (#418A) and Shade & Greenhouse Structures
         Project (#850C)
         Moritz Arboricultural Consulting (Professional Services Agreement)
      b. PE Complex Portables Project (#850F) & Geothermal Fields Kentfield &
         IVC Projects (#305B & #417B)
         GeoTech Utility Locating LLC (Professional Services Agreement)
      c. Performing Arts Modernization Project (#306A)
         Sensible Environmental Solutions, Inc. (Professional Services
         Agreement)
      d. PE Complex Portables Project (#850E)
         Nor-Cal Moving Services (Professional Services Agreement)
      e. Shade & Greenhouse Structures Project (#850C)
         Crossroads Relocation Services, Inc. (Professional Services
         Agreement)
      f. PE Complex Portables Project (#850F) on Site Temporary Storage
         Waterfront Container Leasing Co., Inc. (Lease Agreement)
   2. Approve No-Cost Time Extensions – Professional Services Agreements
      a. District CEQA Consultant (#810A)
         Amy Skewes Cox – Amendment #7
      b. POMO 4 Roof Replacement Project (#402B)
         Gary Proctor Construction Consultation – Amendment #1
      c. PE Complex Portables Project (#850F)
         Kleinfelder – Amendment #1

12. Other Action Items (10 minutes)

The Superintendent/President recommends the Board of Trustees approve the following
Action Items:
A. Approve Authorization to Purchase Police Vehicle
B. Modernization (Measure C)
   1. Award Major Construction Contract (TO BE PULLED)
      a. PE Complex Modernization (#308B)
   2. Special Approvals
      a. Approve Revised Bond Spending Plan (Fine Arts Restrooms)
      b. Approve Field Contract Template for Emergency Utility
         Repair Services
      c. Approve Agreement for Project Inspection (PI) Services Template
   3. Approve Projects and Authorize Bidding
      a. TransTech Swing Space (#850H) (Procurement of Butler Building)
      b. PE Complex Photovoltaic Project (#308D)
      c. 12 KV Utilities Extension Project (IVC) (#407C)
      d. West Campus Bridge Project (Kentfield) (#301A)
   4. Approve Professional Service Agreement Amendments
      a. New Fine Arts Building Project (#306C) Additional Services
         (Fine Arts Restrooms)
         Marcy Wong Donn Logan Architects – Amendment #4
         ($50,000 or $170,000)
      b. Campus Corner Relocation Project (#850G) Credit for DSPS
         Relocation Design Services
         HKIT – Amendment #7 (-$88,000)
      c. Ignacio Creek Erosion Mitigation Project (#419A) Credit
         for Creek Tree Study
         RHAA – Amendment #7 (-$22,342)
      d. Ignacio Creek Erosion Mitigation Project (#419A) Creek Tree
         Study
         CSW/Stuber/Stroeh – Amendment #16 ($22,342)
      e. Shade & Greenhouse Structures Project (#850C) Design Services
         Alfa Tech Cambridge Group – Amendment #16 ($8,700)
   5. Approve Construction Contract Change Orders/Notices of Completion
      a. Austin Science Center Roof Repairs Project (#850E)
         American Services Co. – Change Order #3 (0 – time extension
         only)
      b. Pool Boiler Replacement (#407A)
         Banner Enterprises, Inc. – Change Order #2 Credit (-$9,785)/
         Notice of Completion
13. Items for Possible Future Board Action (5 minutes)
   A. Shared Use Agreement – Sustainable Horticulture Program at IVC
   B. Bolinas Lab Recommendations
   C. Memoranda of Understanding for Partnership Agreements for the Marin Simulation Center
   D. Lease Extension North American Resources – Taqueria
   E. Marin Conservation Corps Memorandum of Understanding
   F. Ground Lease with Marin County Sheriff’s Department

14. Information Items (5 minutes)
   B. Second Quarter Financial – 311Q
   C. Solicitation of Request for Audit Services Proposals
   D. Noise Mitigation Plan for Geothermal Projects
   E. Measure C Bar Schedule Through January 31, 2008 (preliminary)
   F. Modernization Update
   G. Sustainability Update
   H. COMet Update
   I. 2008/09 Budget Calendar
   J. Calendar of Special Events
      Indian Valley Organic Farm & Garden Presentation
         February 20, 2008, 2:00 to 3:30 pm., POMO 188, IVC Campus
      Marin County School Boards Association & Marin Association of
         Superintendents Annual Meeting for School Board Trustees and Superintendents
         March 3, 2008, 5:30 to 9:00 p.m., Giorgio’s Ristorante, 300 Drakes
         Landing Road, Greenbrae
      College of Marin Foundation Scholarship Awards Ceremony
         May 16, 2008, 5:00 p.m., Kentfield Cafeteria
      College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield
         Campus Lawn

15. Correspondence
    Correspondence in Board Packets

16. Board Meeting Evaluation

17. Adjournment
Bond Spending Plan
Proposed Revision
February 2008

For the Board of Trustees
College of Marin
February 19, 2008

Outline

- Request
- History
- Scope / Cost Options
- Funding Options
- Recommendation

Request

- Add restrooms to first and third floors of New Fine Arts Building
**History (dates approx.)**

- Oct. 2006  Programming re-launched
- Jan. 2007  Programming complete, design started
- Jun. 2007  Schematic design to BOT
  - Questions about restrooms
- Jul. 2007  Restroom data to BOT

---

**Design standards for restrooms**

- Centralized location
- Fully accessible
- More fixtures for women
- Acceptable to User Group
- Sufficient for normal building use & events
- Sufficient for building size
- Within budget

*as presented to BOT July 17*

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**History (cont'd)**

- Aug-Oct 07  Design development cont'd
- Nov. 2007  New questions about toilets
- Dec. 2007  Special student forum
- Jan. 2008  Discussed with BOT
- Feb. 2008  Recommendation to BOT
Scope Options / Costs

A. Do not add restrooms ($220,000)
   Note: these costs already incurred
B. Add first floor only ($650,000)
C. Add first and third floors ($1,500,000)

Option C is the only option that fully meets the request
Funding Options up to $1.5 m

1. Eliminate internal transfer, reduce scopes of both FA and PA

2. Draw from SMCP or Gateway, reduce scope(s) accordingly

3. Draw from reserves, replenish with future savings
Goals
- Add restrooms to first and third floors of new Fine Arts Building
- Minimize delay
- Minimize re-design and delay costs

Recommendation
- Transfer $1.5 million as needed from $17.8 million reserve
- Return up to $1.5 m to reserves any future savings on completed projects

Questions?
Marin Community College District
Revised Bond Spending Plan
*Prepared by V-Anne Chemock, Director of Modernization*
*BOT Requested February 2008*

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fiscal/revised bond spending plan July 07
2/5/2008
Transportation Technology Complex
College of Marin
Indian Valley Campus
February 6, 2008
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 3:10 p.m. by Board President Hayashino in the Deedy Staff Lounge at the Kentfield campus, all members having received notice as prescribed by law. All publicly elected Trustees were present except Trustee Treamor, who arrived at 3:17 p.m., Trustee Dolan, and Trustee Kranenburg. Student Trustee Tam was in attendance.

M/s (Long/Tam) to approve the Board Study Session agenda as presented. The motion passed by a vote of 4-0 (plus an advisory aye vote by Student Trustee Tam).

2. Modernization Workshop

a. Concerns Regarding the Fine Arts Building

Board President Hayashino explained that this Board Study Session was being held as a follow-up to concerns about the design of the Fine Arts Building expressed at the last Board meeting by students.

Director of Modernization V-Anne Chernock addressed design concerns, related concerns, and the petition submitted by fine arts students. She noted that under proposed design revisions and in response to student concerns:

- Access will meet all code requirements
- Classroom sizes will meet state standards
- Hallways will be covered
- Storage will be added as necessary
- Every floor will have restrooms
She noted that a Parking Task Force has been formed to mitigate the anticipated reduction in parking spaces (particularly in Parking Lot 4) and that more student participation in modernization planning meetings is welcome. In response to the student petition request to stop the fast tracking of the proposed Fine Arts Building, Director Chernock reported that all schedules are on track as originally planned and that there is no fast tracking.

Architect Donn Logan of Marcy Wong/Donn Logan Architects reviewed the proposed design changes to the Fine Arts Building which would add approximately $1,000,000 to the cost of the project. Board members asked questions and commented on the proposed design changes. Trustee Long asked to go on record stating that we should perhaps consider reducing classroom space to make sure restrooms are accessible.

Joan Wieder, Vivien Bronshvag, and Margaret Zegart, all COM fine arts students, addressed the Board with their concerns about insufficient parking near the Fine Arts Building, insufficient student participation in the planning of the Fine Arts Building, access issues, and not enough bathrooms in the Fine Arts Building. Ms. Wieder submitted a written statement which is attached to the minutes as part of the official record.

David Snyder, Dean of Arts & Humanities, commended the architects for their work on the design of the Fine Arts Building. He stated that the Fine Arts user group (which he has participated in for the past year and a half) wanted to maximize classroom space and felt that bathrooms on the second floor only would be sufficient. He noted that most of the complaints he gets are about lack of cleanliness and maintenance of the buildings and stressed the importance of building to state standards in order to receive state maintenance money.

The Study Session (open session) was recessed at 4:30 p.m. by Board President Hayashino.

B. Closed Session

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

Board President Hayashino reconvened the meeting of the Board of Trustees of the Marin Community College District at 4:40 p.m. in the SS A&B conference rooms on the Kentfield campus. All publicly elected Trustees were present except Trustee Dolan. Dr. Frances White, Al Harrison, Linda Beam, and Larry Frierson were also in attendance.

M/s (Long/Treasnor) to approve the agenda as presented with the deletion of these items: C.13.A, C.13.H.5.d and C.13.H.5.f. The motion passed unanimously (6-0).

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 6:30 p.m.

C. 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 6:45 p.m. in the Deedy Staff Lounge on the Kentfield campus by Board President Hayashino. She announced that the meeting was being recorded to
facilitate the preparation of minutes. All Trustees were present except Trustee Dolan, who arrived at 8:15 and left at 9:30 p.m., and Trustee Kranenburg. Student Trustee Tam was also in attendance.

2. Approval of Minutes and Report of Closed Session

M/s (Teanor/Long) to approve the minutes of the December 11, 2007 Board meeting. The motion passed by a vote of 4-0-1 with an abstention by Trustee Paterson and an advisory aye vote by Student Trustee Tam.

M/s (Teanor/Tam) to approve the minutes of the December 19, 2007 Special Board meeting. The motion passed by a vote of 4-0-1 with an abstention by Trustee Paterson and an advisory aye vote by Student Trustee Tam.

Board Clerk Long 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.

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

Tim West, SEIU union representative, stated that SEIU has been in negotiations with the District for some time and that union members are concerned that an economic offer has not yet been made. He said that he hopes to see some movement at the next negotiating session.

Joan Wieder, student and taxpayer, expressed concern about our modernization projects not meeting the mandates of the bond particularly with regard to increased accessibility for the disabled, increased class size and development of a transportation management plan. She was particularly concerned about problems that would result from inadequate parking for students in the Fine Arts Building. Margaret Zegart submitted a statement which is attached to the minutes as part of the official record.

4. Board Reports and/or Requests

a. Commendation Resolutions and Other Resolutions
   None.

b. Legislative Report.
   Board President Hayashino distributed copies of the most recent CCLC Legislative Report

c. Committee Chair Appointments
   Board President Hayashino announced the new Board Committee assignments (copy attached).

d. Individual Reports and/or Requests
   Trustee Namnath requested a Study Session in the future on ways to contain the cost of textbooks for our students.

e. CEO Report to Board on WASC Compliance
   President White reported that the Accrediting Commission met from January 9 to 11 and that she attended the January 11 meeting to present information on our plans to complete program review. The Commission will send us a letter and report at the end of January which will be widely distributed.
Trustee Hayashino thanked staff for their work on organizing the Program Review "Boot Camp" scheduled to take place as part of FLEX day activities later in the week.

f. CEO Report to Board on Compliance with Grand Jury Recommendations
Dr. White reported that the Grand Jury has requested an update on TracDat, our tool for assessment and evaluation, and that we have sent them a letter providing that information.

5. Chief Executive Officer's Report
Dr. White called the Board's attention to her report in their packets. She stated that we were looking forward to the Welcome Back Reception on January 17 and the Convocation on January 18 which will focus on program review and budget news.

a. Staff Reports

1) Program Review Update
President White referred Board members to Vice President Martinez' update on Program Review in their Board packets.

2) Modernization Update
V-Anne Chernock, Director of Modernization, announced that we had to defer the move from the PE Complex to the portables and expect to accomplish this by March 1. She reported that the 4th draft of the Project Stabilization Agreement (PSA) has been sent to legal counsel for review and distributed copies of a proposed swing space/relocation plan (copy attached). Director Chernock pulled agenda item C.13.H.5.b from the agenda.

3) Sustainability Update
Modernization Director Chernock reported that the President's Climate Commitment Task Force met on December 18. Members have been given assignments and she is pleased with the enthusiasm of the group. Ms. Chernock reported that the Parking Task Force has met, set goals and started data gathering. The group hopes to have recommendations to present in April.

4) COMet Update
Al Harrison, Vice President of College Operations, referred the Board to the COMet update in their Board packets. He and Linda Beam, Executive Dean of Human Resources & Labor Relations, expressed their appreciation to the HR and payroll staffs for working extremely hard to implement the new HR/Payroll Banner system and keep up with their regular work at the same time.

5) Enrollment Management Update
President White reported that we have been monitoring enrollment and have extended the registration period. She stated that early numbers show that we are about where we were last year at this time and are looking forward to going into positive territory.

a) Retention Strategies Report
Nick Chang, Interim Dean of Student Development and Special Services, and Theo Fung, Counseling Department Chair, reviewed the information in their Retention Strategies Report in the Board packets. Board members made comments and asked questions.
6. **Academic Senate Report**
Yolanda Bellisimo, President of the Academic Senate, urged the Board to direct staff to begin an education/fund raising campaign for the Bolinas Marine Lab. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. **Classified Senate Report**
No report.

8. **Student Senate and Student Association Report**
Trustee Treanor announced for Student Trustee Tam that an all day forum on Race and Class would take place on January 26 in the Student Services Building on the Kentfield campus.

9. **COM Foundation Report**
Dr. Frank Parnell, President of the COM Foundation Board, reported that the COM Foundation has begun its annual fundraising campaign and will host a major donor reception on January 24. The Foundation awarded $11,000 in book grants last semester and plans to award the same amount this semester. Applications for scholarships are now available and the Foundation’s annual Awards Ceremony is scheduled for May 16. The Foundation is continuing to work on the Marin Scholars campaign with a goal of $200,000. Dr. Parnell stated that the Foundation Board is looking forward to the joint meeting with the COM Board on March 4.

10. **Board Study Session**
   a. **Bolinas Lab Analyses and Options**
   President White introduced Ginny Riegel, an attorney with School and College Legal Services, who presented a legal analysis of the Bolinas Marine Lab situation based on her review of all documents related to the Bolinas Lab including geological studies, legal documents and deed, the Ed Code, and Bolinas Marine Lab Task Force recommendations. Ms. Riegel discussed a number of options including: maintaining the status quo, renovating the facilities for college use conditioned on ameliorating the slope threat, entering into partnerships with other entities for use of the property, and leasing or selling the property. She emphasized the impact of the Field Act which states that "no school building shall be constructed, rehabilitated, reconstructed, or relocated within 50 feet of the trace of an active fault" on the situation.

   The following community members addressed the Board, sharing their positive experiences with the Bolinas Marine Lab and urging the Board to support COM's marine biology program and find a way to keep the lab open: Bob Justice, Peter Eldredge, Chris Giorni, Andrew Eldredge, Dahlia Kamesar, Paul Miller, and Leticia Gallardo. Elizabeth Richardson submitted a statement which is attached to the minutes as part of the official record.

   Board members shared their thoughts and concerns about the Bolinas Marine Lab. Board President Hayashino summarized the Board’s comments and directives to the staff as follows:
   - The Board supports the program and wants to pursue options
   - The Board wants this tied to program review
   - The Board wants to see if the facility can be built legally
• The Board wants to pursue educational partnerships and partnerships with members of the community and to explore the possibility of raising private funds
• The Board wants to have a problem solving discussion
• Other suggestions included: looking at the Marine Lab component by component (dock, boathouse, Coast Guard facility, etc.) to see what can be done economically, looking at alternative field sites, looking at seasonal use

b. Change Order Processes
Rich Graziano, Swinerton Program Manager, and attorney Mark Kelley gave a brief presentation on change order processes which the Board asked to have repeated at a future meeting when all Trustees are present.

11. Items for Possible Future Board Action
a. Shared Use Agreement – Sustainable Horticulture Program at IVC
b. Bolinas Lab Recommendations
c. Memoranda of Understanding for Partnership Agreements for the Marin Simulation Center

12. Consent Calendar Items (Roll Call Vote)
M/s (Treanor/Tam) to approve all items on the Consent Calendar. The motion passed by a roll call vote of 5-0 (plus an advisory aye vote by Student Trustee Tam).

A. Calendar of Upcoming Meetings & Other Special Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 29</td>
<td>Board Retreat – 10:00 a.m. to 3:00 p.m. – Marin Community Foundation, Redwood Room, 5 Hamilton Landing, Suite 220, Novato</td>
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<tr>
<td>February 19</td>
<td>Regular Meeting – 6:30 p.m., - Ohlone 106, IVC</td>
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<tr>
<td>March 4</td>
<td>Joint Meeting of College of Marin and College of Marin</td>
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<td>Foundation Boards – 4:00 p.m., Staff Lounge, Deedy Student Services</td>
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<tr>
<td>March 11</td>
<td>Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
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<tr>
<td>April 15</td>
<td>Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
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<tr>
<td>May 13</td>
<td>Regular meeting – 6:30 p.m. – Ohlone 106, IVC</td>
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<tr>
<td>June 10</td>
<td>Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
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<tr>
<td>June 24</td>
<td>Regular Meeting – 6:30 p.m. – Ohlone 106, IVC</td>
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<tr>
<td></td>
<td>Tentative Budget Adoption</td>
</tr>
<tr>
<td>July 22</td>
<td>Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
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<tr>
<td>August 26</td>
<td>Regular Meeting – 6:30 p.m., Ohlone 106, IVC</td>
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<td></td>
<td>Final Budget Adoption</td>
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<tr>
<td>September 16</td>
<td>Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield</td>
</tr>
<tr>
<td>October 14</td>
<td>Regular Meeting – 6:30 p.m. – Ohlone 106, IVC</td>
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</tbody>
</table>
November 11  
Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

December 9  
Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

Marin County Joint Legislative Action Seminar – January 16 & 17, 2008, State Capitol, Sacramento

College-wide Welcome Back Reception – January 17, 2008, 4:00 to 6:00 p.m., Deedy Staff Lounge, Kentfield

Opening Day Convocation – January 16, 2008, 10:00 a.m. to 12:00 p.m., Olney Hall, Kentfield

Marin Superintendents and Trustees/Marin County Council of Mayors and Councilmember’s Meeting – January 23, 2008, Servino’s Restaurant, 9 Main Street, Tiburon

Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield Campus Lawn

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Permanent Reassignment of Classified Personnel
   3. Temporary Increase/Decrease in Classified Assignment

   1. Appointment and/or Change of Educational Management Personnel

D. Short-Term Hourly Positions

E. Warrant Approval

F. Budget Transfers – Month of December - FY 2007/08

G. Declaration of Surplus Property – Miscellaneous Equipment

H. Approve Student Fee Increases

I. Approve Hospital Experience Agreement Amendment with Sutter VNA and Hospice

J. Approve Sabbatical Leave Recommendations

K. Approve Revised Board Policy 4230 Grading and Academic Record Symbols

L. Approve Academic Calendar 2008/2009
13. Other Action Items

A. Approve Ground Lease with County Sheriff’s Department
   This item was pulled from the agenda.

B. M/s (Treonor/Long) to Approve Network Cabling Services for IVC. The
   motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee
   Tam.

C. M/s (Treonor/Long) to Approve Signature Authorization Resolution. The
   motion passed by a unanimous roll call vote (5-0) plus an advisory aye vote
   by Student Trustee Tam.

D. M/s (Treonor/Paterson) to Reject Claim – Todd McCleary. The motion passed
   unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

E. M/s (Treonor/Paterson) to Reject Claim – Margarita Mazaracki. The motion
   passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

F. M/s (Paterson/Tam) to Approve Authorization to Bid for Circle Drive
   Repairs. The motion passed unanimously (5-0) plus an advisory aye vote by
   Student Trustee Tam.

G. M/s (Long/Treonor) to Approve Memorandum of Understanding – Marin
   Master Gardeners, a Program of UC Extension. The motion passed
   unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

H. Modernization (Measure C)
   1. M/s (Treonor/Tam) to Approve Revision to Bond Spending Plan. The
      motion passed unanimously (5-0) plus an advisory aye vote by Student
      Trustee Tam.
   2. M/s (Treonor/Long) to Approve Contractor Prequalification Package.
      The motion passed unanimously (5-0) plus an advisory aye vote by
      Student Trustee Tam.
   3. M/s (Treonor/Tam) to Approve Project/Authorize Bidding –
      TransTech Relocation Construction (#850H).
      The motion passed unanimously (5-0) plus an advisory aye vote by
      Student Trustee Tam.
   4. Approve/Ratify Professional Services Agreements/Amendments
      a. PE Complex Portables (#850F)
         Long-Term Off-Site Temporary Storage
         Baker Moving and Storage – New SF Professional
         Services Agreement
         No action was taken on this item.
      b. PE Complex Portables (#850F)
         Linen Services for PE Portables
         San Rafael Laundry – New SF Professional Services Agreement
No action was taken on this item.

c. PE Complex Portables (#850F)
Drinking Water Service for PE Portables
Associated Services, Inc. – Full Service Agreement
No action was taken on this item.

d. M/s (Treasor/Long) to Approve PE Complex Alterations (#308B) & PE Complex Photovoltaics (#308D)
Inspector of Record Services
Quali-Con Enterprise, Inc. – New SF Professional Services Agreement. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

e. M/s (Paterson/Long) to Approve Geothermal Fields Kentfield & IVC (#305B & #417B)
Inspector of Record Services
Quali-Con Enterprise, Inc. – New SF Professional Services Agreement. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

f. M/s (Long/Tam) to Approve PE Complex Alterations (#308B) & PE Photovoltaics (#308D)
Testing & Inspection Services
Kleinfelder, Inc. – New SF Professional Services Agreement. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

g. M/s (Long/Paterson) to Approve Geothermal Fields Kentfield & IVC (#305B & #417B)
Testing & Inspection Services
Kleinfelder, Inc. – New SF Professional Services Agreement. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

h. M/s (Long/Namnath) to Approve Austin Science Center Roof Repairs (#850E)
Computer Lab Cleanup Services
National Building Maintenance – Ratify SF Professional Services Agreement. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

i. M/s (Paterson/Long) to Approve 12 KV Utility Extension (#407C), Parking Lot/Bioretention Basin (#401B), TransTech Relocation (#850H)
Banner Enterprises, Inc. – Approve Change Order #2 and Notice of Completion.
This item was pulled from the agenda.

e. M/s (Treanor/Paterson) to Approve Change Order #2 and Notice of Completion for Western Roofing, Inc.
   POMO 4 Roof Replacement (#402B)
   Construction Contract. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam.

f. Geothermal Fields - Kentfield (#305B) & IVC (#417B)
   Award Construction Contract
   Trison Construction
   This item was pulled from the agenda.

14. Information Items

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

16. Board Meeting Evaluation

17. Adjournment
   M/s (Treanor/Tam) to adjourn the meeting. The motion passed unanimously (5-0) plus an advisory aye vote by Student Trustee Tam, and Board President Hayashino adjourned the meeting at 10:10 p.m.
HOW THE DISTRICT MODERNIZATION PLANS FAIL TO MEET THE MANDATES OF THE BOND (MEASURE C)

As one of the student members of the District Modernization Committee, I am submitting this report of how the present plans counter the mandates of Measure C. I have highlighted some of the pertinent portions of the Bond to facilitate your review.

1. The first page of the submission to the voters provides the funds raised by the Bond will be used for supplementing Statue funds. INSTEAD, the funds are being used to reduce the size of the College of Marin (COM) to increase the funds the State will supply for maintenance.

2. The Bond promises the funds will be used only “for the purposes set forth in the ballot measure....” The measure does not mention reduction in the facilities. To the contrary, the measure promises to increase classroom and facility capacity, including the performing and fine arts facilities. The plans submitted to the Board of Trustees greatly shrink the capacity of both the performing and fine arts facilities.

3. The Bond mandates reduction in traffic congestion and linking parking areas. The plans submitted greatly reduce parking near the proposed fine arts building. The fine arts students must carry the most and heaviest materials and supplies to class. They will be unable to park in close proximity to their classrooms. If they drop off these items there is no storage and traffic will be increased. Many arts students now miss or droop classes because of the current lack of proximate parking. The result will be further loss of enrollment.

4. There is no increased access for the disabled, instead proximate parking is being eliminated thereby failing to meet another Bond mandate.

5. The attendance at performing art programs will be adversely affected because of lack of proximate parking, injuring another popular COM program.

6. The reduction in the size of the fine art classrooms will decrease the number of students able to attend classes resulting in the further reduction in enrollment and another failure to meet the mandates of the Bond.

I would be more than happy to discuss these and any other related matters with the Board of Trustee and/or any individual Trustee.

Jean Wieder
415 924 9787
90 Corte del Bayo
Larkspur, CA 94939-1502
MEASURE SUBMITTED TO THE VOTERS

SCHOOL
MARIN COMMUNITY COLLEGE DISTRICT
COLLEGE OF MARIN JOB TRAINING, CLASSROOM
PRESERVATION, ENVIRONMENTAL,
SAFETY IMPROVEMENT BOND
MEASURE C

To provide affordable job training and four-year college preparation by using environmental building practices to improve science labs, classrooms, libraries, maintaining educational facilities, updating technology, wiring, improving energy efficiency, fire safety, campus security, disabled access, and repairing, constructing, acquiring, equipping classrooms, labs, sites, facilities, shall Marin Community College District issue $249,500,000 in bonds, at legal rates, with annual audits, citizen oversight, no money for administrator salaries?

MARIN COMMUNITY COLLEGE DISTRICT
COLLEGE OF MARIN JOB TRAINING, CLASSROOM
PRESERVATION, ENVIRONMENTAL,
SAFETY IMPROVEMENT BOND
FULL TEXT OF MEASURE C

RESOLUTION OF THE BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the "Board") has determined that certain facilities and equipment within the Marin Community College District (the "District"), within Marin County ("Marin County") need to be maintained, acquired, constructed, improved, equipped and furnished to enable the District to maintain both of its Kentfield and Indian Valley campuses as valuable community resources, to train and retain local residents for higher-paying and skilled jobs, and to enhance the educational opportunities of the students in the District who desire to transfer to four-year colleges; and

WHEREAS, due to the age and condition of many of the District's facilities, the District has been less able to provide necessary education programs and thus College of Marin must act to maintain its campuses and provide a balance of job training and general education classes; and

WHEREAS, the Board has determined that the maintenance, modernization and replacement of worn-out classrooms, buildings, laboratories and instructional equipment; the provision of state-of-the-art computer technology; the installation of fire safety equipment; the improvement of electrical, lighting, ventilation and fire detection systems in existing classrooms; the need for pedestrian, cyclists, and disabled student access improvements; and the improvement of campus safety are also among the highest priorities of the Board; and

WHEREAS, notwithstanding ongoing efforts to obtain sufficient facility money from the State of California (the "State"), the State has been unable to provide the District with enough money for the District to adequately maintain the College of Marin's campuses in Kentfield and Indian Valley for all their students; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional funding for such facility, technology, safety and accessibility needs by means of a general obligation bond; and

WHEREAS, Proposition 48, approved by the voters of the State of California on June 3, 1986 ("Proposition 48"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1976, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which, as of its effective date, reduced the voter threshold for ad valorem tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15254) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board determines that the restrictions in Proposition 39 which prohibit any bond money to be used for administrator salaries and expenses be strictly enforced by a Citizens' Oversight Committee; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on November 2, 2004, and to request the Marin County Registrar of Voters to perform certain election services for the District; and

WHEREAS, in the judgment of the Board, it is advisable to request the Marin County Registrar of Voters to call an election pursuant to Proposition 39 on the question of whether general obligation bonds shall be issued and sold on behalf of the District for purposes set forth below;

NOW THEREFORE, THE BOARD OF THE MARIN COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Educational Code Sections 15100 and Government Code Section 53506, hereby requests the Marin County Registrar of Voters to call an election under the provisions of Proposition 39 and the Act and submit to the voters of the District the question of whether bonds of the District in the aggregate principal amount not to exceed $249,500,000 (the "Bonds") shall be issued and sold to raise money for the purposes described in Exhibits "A" and "B" hereof.

Section 2. That the date of the election shall be November 2, 2004.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A" and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for improvements in the extent permitted by such proposition.

In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit "A" is subject to the following requirements and determinations:

(a) The proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including teacher and administrator salaries and other college operating expenses;
(b) that the Board, in establishing the projects set forth in Exhibit "B", evaluated the safety, class size and offerings and information technology needs of the District;

c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond monies get expended for the projects identified in Exhibit "B" hereof;

d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

e) that the Board will cause the appointment of a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limit per $100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIIIA of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 et seq. and 15264 et seq. and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 6. That the Marin County Registrar of Voters and the Marin County Board of Supervisors are hereby requested to consolidate the election order hereby with any and all other elections to be held on November 2, 2004 within the District.

Section 7. That this Resolution shall stand as the "order of election" to the Marin County Registrar of Voters to call an election within the boundaries of the District on November 2, 2004.

Section 8. That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to the Marin County Registrar of Voters no later than July 22, 2004.

Section 9. That the maturity of any Bonds issued pursuant to Section 15100 of the Education Code, and Bonds issued pursuant to Section 53506 of the Government Code shall not exceed the maturity limits set forth therein, respectively. The maximum interest rate on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 10. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation.

Section 11. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Marin County are requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Marin County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

EXHIBIT A

College of Marin Job Training, Classroom Preservation, Environmental, Safety Improvement Measure: "To provide affordable job training and four-year college preparation by using environmental building practices to improve science labs, classrooms, libraries, maintaining educational facilities, updating technology, wiring, improving energy efficiency, fire safety, campus security, disabled access, and repairing, constructing, acquiring, equipping classrooms, labs, sites, facilities, shall Marin Community College District issue $249,500,000 in bonds, at legal rates, with annual audits, citizen oversight, no money for administrator salaries?"

Bonds -- Yes Bonds -- No

EXHIBIT B

FULL TEXT BALLOT PROPOSITION
OF THE MARIN COMMUNITY COLLEGE DISTRICT
BOND MEASURE ELECTION NOVEMBER 2, 2004

The following is the full proposition presented to the voters of the Marin Community College District.

College of Marin Job Training, Classroom Preservation, Environmental, Safety Improvement Measure: "To provide affordable job training and four-year college preparation by:

- Using environmental building practices to improve science labs, classrooms, libraries,
- Maintaining educational facilities,
- Updating technology, wiring,
- Improving energy efficiency, fire safety, campus security, disabled access,

and repairing, constructing, acquiring, equipping classrooms, labs, sites, facilities, shall Marin Community College District issue $249,500,000 in bonds, at legal rates, with annual audits, citizen oversight, no money for administrator salaries?"

Bonds -- Yes Bonds -- No

PROJECTS

The Board of Trustees of the Marin Community College District, to be responsive to the needs of students and the community, evaluated the District's urgent and critical facility needs, including facility maintenance, safety issues, class offerings, energy cost reduction and information and computer technology. The District performed a Facilities Condition Assessment Study which showed that the District's facilities were in the lowest 10% of all California community colleges. The District also held public meetings throughout Marin County over an 18-month period to identify community priorities, in developing the scope of projects to be funded, as outlined in the District's Facilities Master Plan (the "Facilities Master Plan"), dated as of January 9, 2004 accepted by the Board of Trustees, incorporated herein, and as shall be further amended from time to time. In developing the scope of projects the students, faculty and...
staff have prioritized the key health and safety needs so the most critical needs and the most urgent and basic repairs that will make both campuses the clean and safe for learning are addressed and, in response to community concerns, scaled back the project list to use bond funds only for those projects which directly impact the quality of student learning. The Board conducted independent facilities evaluations and received public input and review in developing the scope of college facility projects to be funded, as listed in the Facilities Master Plan. This input of faculty and community leaders concluded that if these needs were not addressed now, the problems would only get worse. In preparing the Facilities Master Plan the Board of Trustees made six important determinations:

(i) It is critically important that all improvements at the College of Marin contribute to the preservation of the local environment, reflect architecture which will be sustainable and fit within the character of the area, and contribute to the reduction of levels of Marin County traffic congestion;

(ii) College of Marin programs to embrace job training skills must emphasize career opportunities which will help improve the local economy;

(iii) College of Marin must provide affordable educational opportunities, facilities and classes for academic programs for students who want to transfer to four-year colleges;

(iv) College of Marin must upgrade job training classrooms to meet the demands of a changing workforce particularly with state-of-the-art wiring and infrastructure for computers and other multimedia;

(v) College of Marin must help provide a better-educated workforce which will benefit local businesses and stimulate our economy through new classrooms, computer labs and job training programs;

(vi) College of Marin facility maintenance programs must emphasize energy efficiency to save future costs and

(vii) College of Marin should employ "green building" techniques that are energy efficient, environmentally responsible and will pay for themselves over time.

The Facilities Master Plan is on file at the District’s Office of the Superintendent/President, and includes the following projects:

COLLEGE OF MARIN - INDIAN VALLEY CAMPUS

• Technology Upgrades:
  Provide state-of-the-art technology facilities, upgrade Internet access and cable technology; create "smart classrooms" to improve distance learning; upgrade telecommunication systems; campus-wide technology upgrades, computers; replace outdated equipment, wiring upgrades.

• Repair, Upgrade, Equip, and/or Replace Obsolete Classrooms, Science and Computer Labs, Library, Instructional Facilities, Sites and Utilities; Meet Demands of Changing Workforce:
  Repair, upgrade and/or replace leaky roofs, decaying walls, old ceiling tiles and flooring, plumbing, sewer, drainage, electrical systems, wiring, unsanitary and run down bathrooms, heating, ventilation and cooling systems, telecommunication systems, classrooms, fields and grounds, science laboratories, technology center, student center, lecture halls, and other instructional facilities; wire classrooms for computers and technology, increase safety, increase energy efficiency, acquire equipment, reduce fire hazards, reduce operating costs, so more classes and job training can be offered, improve academic instruction, and meet legal requirements for disabled access.

• Disabled Access; Safety Improvements; Asbestos Removal:
  Remove all harmful asbestos; upgrade existing fire alarms, sprinklers, smoke detectors, intercoms and fire doors; install security systems, exterior lighting, emergency lighting, signage, door locks and fences, aeration controls, repair uneven sidewalks and walkways, improve accessibility for the disabled.

• Expand Classroom and Facility Capacity, Upgrade Classrooms/Labs For Nursing and Emergency Medical Services; Library-Research-Learning Center:
  Increase classroom and facility capacity for academic and job training classes, including math, nursing and medical training, science labs, child development, denial health, physical and health education facilities, graphic, fine and performing arts; facilities management center; library-research-learning resource center; construct "smart classrooms" for enhanced distance learning.

• Refinance Existing Lease Obligations related to Classrooms and Facilities:
  This refinancing will save District expenses and increase funds available for student instruction.

• Improve Emergency Access and Evacuation Routes:
  To improve student safety, improve campus road network and surfacing, improve pedestrian and bicycle safety and increase access for emergency vehicles.

COLLEGE OF MARIN - KEN TFIELD CAMPUS

• Modernize, Maintain, Equip, and/or Replace Kentfield Science Center, Obsolete Classrooms, Science and Computer Labs, Library, Instructional Facilities, Sites and Utilities; Meet Demands of Changing Workforce; Improve Accessibility for Disabled:
  Modernize science center to include educational equipment and laboratories, provide state-of-the-art computer technology capability for students; repair, build upgrade and/or replace leaky roofs, decaying walls, old ceiling tiles and flooring, plumbing, sewer, drainage, electrical systems, wiring, unsanitary

MEASURE C CONTINUED ON NEXT PAGE
and other instructional facilities; wire classrooms for computers and technology, increase safety, increase energy efficiency, acquire equipment, reduce fire hazards, reduce operating costs so more classes and job training can be offered, improve academic instruction, and meet legal requirements for disabled access.

- Improve Emergency Access and Evacuation Routes; Improve Access for Disabled:
  To improve student safety, improve campus road network to eliminate unsafe conditions, improve pedestrian and bicycle safety and increase access for emergency vehicles; link parking areas; provide improved disabled access.

- Safety Improvements; Asbestos Removal:
  Remove all harmful asbestos; upgrade existing gas lines, pipes, fire alarms, sprinklers, smoke detectors, intercoms and fire doors; install security systems, exterior lighting, emergency lighting, signage, door locks and fences, erosion controls, repair uneven sidewalks and walkways to comply with the needs of disabled students.


- Upgrade and Modernize Classrooms, Science Labs and Facilities:
  Upgrade the capacity for academic and job training classes, including basic education class such as math and English, science labs, fine arts, classrooms, conference rooms and labs.

- Classrooms for University Center/Educational Park:
  Create an university center/education park with San Francisco State University and other educational partners to allow students to pursue a B.A. and other advanced degrees.

Listed building, repair, and rehabilitation projects and upgrades will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program management, and a customary contingency for unforeseen design and construction costs. The allocation of bond proceeds will be affected by the District's receipt of State bond funds and the final costs of each project. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Based on the final costs of each project, certain of the projects described above will be delayed or may not be completed. In such case, bond money will be spent on only the most essential of the projects listed above.

FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF COLLEGE FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF COLLEGE FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES. BY LAW, ALL FUNDS CAN ONLY BE SPENT ON REPAIR AND IMPROVEMENT PROJECTS.

ADOPTED, SIGNED AND APPROVED this 20th day of July, 2004.

BOARD OF TRUSTEES OF THE MARIN COMMUNITY COLLEGE DISTRICT

By /s/ Wendon P. Treanor
Board President

Attest:

/s/ Frances L. White
Secretary

STATE OF CALIFORNIA )

MARIN COUNTY ) SS

I, Frances L. White, do hereby certify that the foregoing is a true and correct copy of Resolution No. 2004-7-20-12a., which was duly adopted by the Board of Trustees of the Marin Community College District at meeting thereof held on the 20th day of July, 2004, and that it was so adopted by the following vote:

AYES: 6 elected trustees - 1 student trustee (advisory vote)
NOES: 1 elected trustee

ABSENT: 0

ABSTentions: 0

By /s/ Frances L. White
Secretary

AYES: Brockbank, Hayashino, Krakuenburg, Long, Moore, Treanor
NOES: Dolan

STATE MATCHING FUNDS

California Education Code section 15122.5 requires the following statement to be included in this sample ballot:

Approval of this bond measure does not guarantee that the proposed projects in the Marin Community College District that are the subject of bonds under this measure will be funded beyond the local revenues generated by this bond measure. The school district's proposal for certain of the projects may assume the receipt of matching state funds, which are subject to appropriation by the Legislature or approval of a statewide bond measure.

MEASURE C CONTINUED ON NEXT PAGE
TAX RATE STATEMENT
MEASURE C

An election will be held in the Marin Community College District on November 2, 2004 to authorize the sale of up to $249,500,000 in general obligation bonds of the District. If such bonds are authorized and sold, the principal thereof and interest thereon will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9401 of the California Elections Code.

1. The best estimate of the tax rate that would be required to be levied to fund the bond issue during the first fiscal year after the first sale of bonds, based on estimated assessed valuations available at the time of filing of this statement, is $0.019 per $100 ($19.00 per $100,000) of assessed valuation in fiscal year 2006-07.

2. The best estimate of the tax rate that would be required to be levied to fund the bond issue during the fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is $0.019 per $100 ($19.00 per $100,000) of assessed valuation in fiscal year 2010-11.

3. The best estimate of the highest tax rate that would be required to be levied to fund the bond issue, based upon estimated assessed valuations available at the time of filing of this statement, is $0.019 per $100 ($19.00 per $100,000) of assessed valuation which is projected to be the same in every fiscal year.

Attention of all voters is directed to the fact that the foregoing is based upon projections and estimates only, which are not binding upon the District. The actual tax rates and years in which they will apply may vary depending upon the timing of bond sales, the amount of bonds sold at each sale, and actual increases in assessed valuations. The actual timing of bond sales and the amount of bonds sold at any given time will be determined by the needs of the District. The actual interest rates on any bonds sold will depend upon market conditions and other factors at the time of sale. Actual assessed valuations will depend upon the amount and value of taxable property within the District as determined in the assessment and equalization process. Accordingly, the actual tax rates and the years in which such rates are applicable may vary from those presently estimated as stated above.

Dated: July 29, 2004

/s/ Frances L. White
Superintendent, President, College of Marin

IMPARTIAL ANALYSIS BY COUNTY COUNSEL
MEASURE C

If this Measure is approved by a fifty-five percent (55%) vote, pursuant to the Article XIII A (1)(b)(3) of the California Constitution, the Marin Community College District will be authorized to incur bond indebtedness of Two Hundred Forty Nine Million Five Hundred Thousand Dollars ($249,500,000) with an interest rate not to exceed the limit set by law. The proceeds of the proposed bonds must be used for the purposes set forth in the Measure and for no other purposes, and will be subject to citizen oversight and annual audits.

Dated: August 17, 2004

PATRICK K. FAULKNER
County Counsel

MEASURE C CONTINUED ON NEXT PAGE
Board of Trustees
College of Marin
Student Center Trustees Lounge
Kentfield, CA 94904

January 15, 2008

Dear Trustees:

The adjustments made by the architects of adding 7 feet to the Fine Arts facility at an estimated $1 million dollars is a wise decision. Rather than impairing the already reduced average 93% classroom space from the present building, they have conceived of a way to have covered (open air without side walls) access to bathrooms accessible on each floor of the Fine Arts building. The distance in out-of-doors to an existing old performing arts bathroom (without hot water) or to toilet/bathrooms on one floor, by a less costly to maintain) elevator is truly unsatisfactory for studio classes and to have reasonable handicapped access facilities.

Please consider grants for the estimated million dollars needed to add to the Fine Arts revision of 1/15. Also, install solar systems to reduce the carbon footprint, an ethical decision and a practical one to have future savings after the initial cost is repaid under a loan, if a grant not possible.

The student population would reflect demographics on an increasing baby boomer and more seniors. Although only 8% are presently enrolled over age 55 in credit classes (cited by the Dean of Fine Arts), surely you as trustees realize the community serving aspect of our campus extends to seniors, non credit programs and the future retiring population will assist in the growth of COM enrollments.

In 2000 approximately 16,500 were between 55-64; about 12,000 between 65-74 and about 16,000 over 75. This is a group that can be an important part of enrollment increases as, increasingly many high school students of the more affluent younger population’s children go directly to four year colleges.

Thank you and sincerely,

margaret kettunen zegart
Marin County School Boards Association; Trustee representative to Elect Members of the County School Boards Association and Trustee representative to Elect Members of the County Committee on School District Organization: Trustee Kranenburg

Legislative Representative to California Community Colleges Trustees, California School Board Association and liaison with the Community College League of California (CCLC): Trustee Paterson with assistance from Trustee Nannath

Education Task Force: Trustee Long

College of Marin Foundation: Trustee Hayashino

President’s Evaluation Committee: Trustee Treanor and Trustee Paterson

President’s Compensation Committee: Trustee Kranenburg

Board of Trustees’ Evaluation Committee: Trustee Nannath, Trustee Dolan, Trustee Kranenburg

Alumni Association Liaison: Trustee Dolan

Kentfield Advisory Committee: Trustee Dolan

IVC Advisory Committee: Trustee Paterson

Corte Madera Creek Liaison: Trustee Long

Board Policy Committee: Trustee Long, Trustee Nannath

Fund Development Committee: Trustee Hayashino and Trustee Treanor

Trustee Representative to Modernization Committee: Trustee Treanor
Marin Community College District  
Measure C Bond Modernization Program  
Proposed Swing Space / Relocation Plan  
Updated January 15, 2008

Kentfield

1. PE Complex (850F)  
   a. Five portable classrooms (four leased, one District-owned) to be located in PE Complex parking lots, secure outdoor space for weight “room” adjacent to portables  
      Portable installation: October - November 2007  
      Target date for relocation: First week in January 2008  
      Budget: $949,000*

2. Dickson Hall (building to be demolished) (850G)  
   a. Health Services: one District-owned portable to be located in front of TB-1  
      Target date for final plan: January 2008  
      combined w/ DSPS  
      Budget: $34,500  
      Target date for final plan: January 2008

3. DSPS (building to be demolished) (850G)  
   a. New location in carpeted area of Student Services Building, first floor, and one District-owned portable near TB-1  
      Target date for design completion: Spring 2008  
      Target date for relocation: Summer 2008  
      Budget: $390,550*

4. Dance/Landscape (building to be demolished)  
   a. Dance: temporary location in Fusselman Hall; permanent new location in modernized Performing Arts Building (850G)  
      Target date for final plan: January 2008  
      Final location selected late October 2007  
      Target date for installation: Early 2008  
      Budget: $125,200

   b. Landscape program to be relocated to IVC; relocation includes greenhouse, shade structure, and instructional space (850C)  
      Final location selected late October 2007  
      Target date for installation: Early 2008  
      Budget: $343,000

5. Harlan / Admin / Olney Hall / Business Management (850J)  
   a. Nursing: direct move to new Science/Math/Central Plant Complex  
   b. Dental Assisting: direct move to IVC Main Building  
   c. Others: TBD  
      Target date for next action: July 2009  
      Budget: $462,000

6. Science Center (850E)  
   a. Repairs to Old Science Center roof  
      Construction Nov-Dec 2007  
      Target date for next action: January 2010  
      Budget: $204,200  
   b. Direct move to new Science/Math/Central Plant Complex  
      Target date for next action: January 2010  
      Budget: $140,700

7. Fine / Performing Arts (850I)  
   a. Fine Arts: direct move to new Fine Arts Building  
      Target date for next action: Fall 2009  
      Budget: $319,000
   b. Performing Arts: TBD  
      Target date for next action: Spring 2011
Marin Community College District
Measure C Bond Modernization Program

IVC

1. Transportation Technology (850H) $510,500
   a. Temporary location west of Corporation Yard; return to original location following modernization
      Target date for design completion: Spring 2008
      Target date for relocation: Spring 2008

2. Main Building Move (TBD) $26,500

Phasing Plans $70,000

General $89,000*

Contingency $74,850*

Total Swing Space Budget $3,739,000

*Changed since last update
ACADEMIC SENATE REPORT

I would like to address my comments to the Bolinas Lab and the Academic Senate and faculty’s recommendation regarding the lab. In February of 2006 the Point Reyes Light Newspaper included a letter by the President outlining the way the Marine lab was no longer viable as an educational facility and there was interest in divesting the college from the lab. This was just over a year after the passage of the bond.

Within that same year the BOT heard from a number of consultants about the state of the current facility. While a number of points are well taken, there seemed to be a sense that maintaining the lab was not feasible. On the one hand it appeared the lab was not feasible and on the other there were community groups and the faculty who wanted its preservation.

Because there was no consensus on how to proceed, President White formed the Bolinas Marine Laboratory Task Force. The mandate of the Task Force as outlined in its final report read, (and I read) “We established the Bolinas Marine Laboratory Task Team to provide the President’s office with unbiased recommendations concerning options for the use and renovations of the Bolinas Marine Laboratory.” Members of the task force and task force associates included Chairperson Bill Sydeman of the Farallon Institute for Advanced Ecosystem Research, representatives from SFSU Romberg Tiburon Center, Point Reyes Bird Observatory, UC Davis, bodega Marine Lab, Point Reyes National Seashore, Nature Conservancy, three community members, and three faculty including Joe Mueller, Erik Dunmire, and Patrick Kelly. Jim Arnold served as administrative liaison.

It is interesting to note that at the first meeting there seemed to be major concerns, if not a downright rejection, of the lab as a viable educational facility. However, by the end of a series of meetings, the Task Force unanimously accepted the final report that was then forwarded to the President. Not only has the Marine Lab been used by far more students than has been claimed, but the Task Force report also says, among other things that:

- There is convincing evidence of the Lab’s importance to a summertime program for K-12 in marine science and science literacy in general
- This is an impressive and important contribution made by the college to the local community
- The Lab could be used extensively as an environmental education center for K-12 and teacher training
- There are potential partnerships and linkages with SFSU/Romberg, Audubon Canyon Ranch, The Headlands Institute, Partnership for Interdisciplinary Studies of the Coastal Ocean project, and Sonoma State University.

This is not all about outside education opportunities or partnerships. Traditionally the Marin Lab has been used by far more than the 20 students initially reported. Six or seven classes would go to the Center for different courses. In the past, the Lab was mainly used
by the Biology Department but there is great interest among the new Chemistry faculty as well as members of geology and other programs to begin use of the facility. Not only does the Task Force see the potential for the Bolinas Marine Laboratory in terms of its future use as a center for environmental education in West Marin but it also has been and could continue to be a center of excellence in the training and education of our own students many of whom will be trainers during the summer programs. Not only does this benefit the community but it also is an incredible experience for potential future educations, including our own students.

Furthermore, it is not only the Task Force members and the extensive groups they represent who are interested in preserving the Marine Lab. Recently, Patrick got a call from a board member of the United States Life-Saving Service Association nationally known to help facilitate preservation of lighthouses and marine stations. Also, a letter has been recently forwarded to the administration via Margaret Elliot from the Bolinas Lagoon Technical Advisory Committee stating their interest in the Lab.

As you may be aware, the Bolinas Lagoon has been given the high distinction of being classified as a Ramsar site by the International Ramsar Convention. This distinction is unique and to have a college level marine laboratory situated in such a setting is extraordinary.

While the faculty and the Senate recognize that there is not nearly enough money in the bond to help the Bolinas Marine Lab, we would like to advise the BOT to direct staff to begin an education/fund raising campaign for the Marine Lab. A number of financially well-off community members have expressed interest in donating to the restoration of the Lab. Every one of them has only one requirement, that the College show some sort of support and leadership in facilitating the preservation of this unique space.

Given the outcry of support for the Lab from all corners of the county, we think it prudent to aggressively explore these outside funding sources before we lock the doors to the incredible facility forever.

Yolanda Bellisimo
I urge the Board of Trustees of CBMM to support Delmar Marine Lab. A number of years ago I studied Marine Biology with Joe Muenler. This course was greatly enhanced by working in the lab with living specimens. I feel I acquired a depth of understanding of passion not possible if viewing only a textbook. Since that time I have shared and shown them to students in my own hands on experience. I continue to those of use continuing their education.

Elizabeth Richardson
19 Balmer Ave
San Anselmo
I. Call to Order, Roll Call and Adoption of Agenda

The Board of Trustees of the Marin Community College District met in the Redwood Room at the Marin Community Foundation, 5 Hamilton Landing in Novato, members having received notice as prescribed by law. Board President Hayashino called the meeting to order at 10:15 a.m. All publicly elected Trustees were present. Student Trustee Tam arrived at 1:15 p.m.

II. Comments from the Public

Dee Fedrick of Sundt Construction, one of the three companies whose bid for the Geothermal Fields Kentfield and IVC projects was determined to be non-responsive (agenda item VI.A), asked the Board to reconsider his company’s qualifications.

III. Welcome and Self-Introductions

Board President Hayashino stated that the Retreat would focus on team building and discussing and evaluating how Board members will work together. Board members introduced themselves and shared the personal skills, characteristics, and talents they bring to the Board and the educational issues that are most important to them.
IV. Review 2006-07 Board Self-Evaluation
Review the suggestions for improvement, strengths, weaknesses
Discuss what we need to be successful Board members
Discuss how we want to work together as a Board
Discuss how we want to work with the administration

The Trustees divided into two groups and brainstormed these
topics: the Board’s strengths and weaknesses, threats/challenges
facing the Board and possible remedies. Feedback from these discussions
was shared with the whole group.

V. Board Discussion Wrap-Up
Board President Hayashino stated that she will prepare a summary of
comments made and that Board officers will assign ideas out to Board
members and staff for follow-up. The Trustees agreed that another Retreat
needs to be scheduled in the near future to cover the following topics: roles
and responsibilities of Board members, the program review process and its
connection to budget priorities and decisions, and dealing with the media. The
Board officers will work on the agenda for the next Retreat. It was suggested
that David Viar or Cindra Smith be contacted re. facilitating that meeting.

VI. Regular Meeting

A. Approve Bid Results Recommendation for Geothermal Fields
Kentfield & IVC Projects (#305B & #417B)

Rich Graziano, Swinerton Program Manager, explained the rationale
for recommending that the Board reject the three non-responsive bids
and authorize the District to re-bid these projects. Board members
requested a report from Swinerton at a future meeting on our process for
developing criteria for and evaluating bids.

M/s (Treanor/Kranenburg) to Approve Bid Results Recommendation
for Geothermal Fields Kentfield & IVC Projects (#305B & #417 B).
The motion passed by a vote of 6-0-1 with an abstention by Trustee
Dolan (plus an advisory aye vote by Student Trustee Tam).

VII. Adjournment

M/s (Long/Tam) to adjourn the meeting. The motion passed unanimously
(7-0) plus an advisory aye vote by Student Trustee Tam. Board President
Hayashino adjourned the meeting at 3:55 p.m.
MARIN COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

RESOLUTION No. 2/19/08 C.5.a(1)
IN SUPPORT OF BLACK HISTORY MONTH

WHEREAS, the month of February is designated as Black History Month;

WHEREAS, the past and continuing and special contributions and achievements of African Americans are acknowledged each year during Black History Month;

WHEREAS, African Americans contributed substantially in the formation of our nation;

WHEREAS, African Americans initiated the pursuit of civil rights in this country and through their blood, sweat and perseverance continue to influence change in our nation;

WHEREAS, the efforts of African Americans have resulted in monumental achievements and gains for all disenfranchised people;

WHEREAS, African Americans significantly contribute to education, politics, business, public service, religion, the sciences and research, culture, and entertainment and these contributions and achievements enhance and strengthen our society;

WHEREAS, discoveries and inventions by African Americans have improved the quality of life in our society;

WHEREAS, College of Marin, in recognition of the significant contributions and achievements of African Americans, diversifies curriculum to include contributions of people of all racial, religious and ethnic groups;

WHEREAS, College of Marin, in appreciation of diversity, provides educational and social events and opportunities for faculty, staff and students to learn about men and women of all racial, religious and ethnic groups;

RESOLVED, that the Board of Trustees of the Marin Community College District joins with faculty, students and staff of College of Marin in observing Black History Month.

RESOLVED, that this resolution be made part of the Official Minutes of the meeting and of the permanent files of the District.

PASSED AND ADOPTED this 19TH day of February, 2008, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )
COUNTY OF MARIN }
I, Frances L. White, Superintendent/President of the Marin Community College District of Marin County, California, do hereby certify that the Board of Trustees adopted the foregoing resolution at a regular meeting at the time and by the vote above stated.

Frances L. White
Secretary to Board of Trustees
Carole Hayashino, Member
Philip J. Kranenburg, Member
Eva Long, Ph.D., Member
James Namnath, Ph.D., Member

Wanden Treanor, Member
Barbara Dolan, Member
Annan Paterson, Member
Hoa-Long Tam, Student Member
WHEREAS, February 17-23, 2008, has been designated National Engineering Week and is recognized by many corporations, professional engineering societies and organizations including:

American Society of Engineering Education (ASEE)
Society of Manufacturing Engineers (SME)
American Society of Mechanical Engineers (ASME)

WHEREAS, engineering is the profession that applies the skills and understanding of the physical, geological, mathematical and biological sciences;

WHEREAS, engineering is the profession that supports the growth, habitation and aesthetic aspirations of society;

WHEREAS, engineering programs at the College of Marin support and maintain college accreditation;

WHEREAS, engineering supports many community-based activities including public works, computer software and graphics, architecture and environmental management.

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District declares February 17-23, 2008, National Engineering Week at College of Marin in recognition of the importance of the engineering program for the students of the College and in recognition of the role of the program in teaching the related course offerings.

RESOLVED, that this resolution be made part of the Official Minutes of the meeting and of the permanent files of the District.

PASSED AND ADOPTED this 19TH day of February, 2008, by the Board of Trustees of the Marin Community College District of Marin County, California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA )
COUNTY OF MARIN    )

I, Frances L. White, Superintendent/President of the Marin Community College District of Marin County, California, do hereby certify that the Board of Trustees adopted the foregoing resolution at a regular meeting at the time and by the vote above stated.

Frances L. White
Secretary to Board of Trustees
STATE OF CALIFORNIA

MARIN COUNTY

I, ________________________, do hereby certify that the foregoing Resolution No. 2/19/08 C.5.a(2) was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 19th day of February, 2008 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
Carole Hayashino, Member

Philip J. Kranenburg, Member

Eva Long, Ph.D., Member

James Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Annan Paterson, Member

Hoa-Long Tam, Student Member
FAQ: College of Marin Accreditation Status/Probation

Why did ACCJC/WASC place COM on probation?
The College of Marin has been placed on probation by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (ACCJC/WASC) pending the college’s compliance with Recommendation 3 requiring the implementation of program review in order to ensure effective institutional planning. This is the final recommendation that must be addressed in order for the college to be removed from probation and from warning status.

Why is it taking the college so long to complete the ACCJC/WASC program review requirement?
Beginning with the 1987 Accreditation Self-Study, past leadership groups attempted to implement program review but did not do so to the satisfaction of the accrediting agency. The college’s most recent attempt to implement a qualitative and quantitative program review was during the 2003-04 Self-Study. All previous program reviews have been rejected by ACCJC/WASC due to deficiencies. The current leadership is working with the faculty to complete program reviews that address ACCJC/WASC standards. Prior reports over several accreditation cycles show that the college presented the accrediting agency with incomplete program review models that did not include sufficient quantitative data. COM’s previous Accreditation Self-Study Reports and related documents are available for review by contacting the President’s Office.

What is COM doing to meet ACCJC/WASC’s recommendations and be removed from probation status?
ACCJC/WASC required COM to comply with five recommendations. The college has complied with four of the five recommendations. Faculty and staff are now working to complete Recommendation 3 by the April 1 deadline, which requires the implementation of qualitative and quantitative program reviews. The four other completed recommendations to date include: approving an educational master plan, conducting an actuarial study to determine our liability for the future costs of retirees, adopting a new governance structure for participatory decision making, and reviewing our mission, vision and values statements.

What is ACCJC/WASC’s Recommendation 3?
“Recommendation 3: The college implement, by January 2006, an institutional planning process based on agreed upon institutional values, a redefined mission, and measurable outcomes, that is strategic, systematic, data-driven, evidence based, focused on student learning and holds responsible parties accountable for actions and timelines. The planning process must integrate institutional effectiveness and program review processes to inform educational master planning, facilities master planning, technology planning, student learning and services programs development and revision, and resource allocation. To ensure effective and sustainable plans and informed decision making, the college must assess its current organizational structure and use of resources to create and support a culture of evidence, research, and data.”

What is program review?
ACCJC/WASC’s general definition of what comprises program review can be found throughout its Standards and most explicitly in Standard I: Institutional Mission and Effectiveness. Standard
Section B: *Improving Institutional Effectiveness* requires that “the institution demonstrates a conscious effort to produce and support student learning, measures that learning, assesses how well learning is occurring, and makes changes to improve student learning. The institution also organizes its key processes and allocates its resources to promote student learning. The institution demonstrates its effectiveness by providing 1) evidence of achievement of student learning outcomes and 2) evidence of institution and program performance. The institution uses ongoing and systematic evaluation and planning to refine its key processes and improve student learning.

**Who is participating in program review?**
Faculty, administration and staff are participating in program review. An academic program review process and template has been designed by the Program Review Work Group comprised of faculty, administration and staff. Academic program review examines trends related to student completion and student success measurements.

**What is administrative review and how is it related to program review?**
College of Marin administrative departments are undergoing a related process of assessment for establishing and achieving institutional goals. Our administrative assessment and planning process relies on mission, vision, values, goals, and student achievement outcomes to improve institutional effectiveness, planning, and decision making.

**When will COM be taken off probation?**
The college will be taken off probation when it fully complies with Recommendation 3.

**What will happen if COM isn’t able to fully comply by the April 1 deadline?**
No one knows for certain. WASC will either remove or continue sanctions. The process can take several years to resolve. Only one public college in the history of higher education has lost its accreditation and that was Compton Community College in 2005.

**Is College of Marin an accredited institution?**
Yes, College of Marin is fully accredited by the Western Association for Schools and Colleges (WASC). In January, 2008, WASC’s Accrediting Commission for Community and Junior Colleges placed College of Marin on probation. The probation status in no way affects the college’s status as a fully accredited institution.

**Will courses taken at COM transfer to other schools?**
Yes, all credit courses are eligible to transfer to other colleges and universities while COM is on probation. There has been no change to COM’s accreditation or the transferability of its credit course offerings.

**Is financial aid available while COM is on probation?**
Yes, federal and state financial aid is available to COM students while the college is on probation. Additionally, scholarships are still available through the College of Marin Foundation.

**Will COM lose its accreditation?**
It is unlikely that COM will lose its accreditation. There is only one instance of a public college losing its accreditation and that was Compton Community College in 2005.

**What is WASC?**
The Western Association of Schools and Colleges (WASC) evaluates all California community colleges and other institutions of higher learning in its region every six years. The accreditation granted by WASC allows colleges to teach classes for credits that will transfer to other
institutions. Accreditation reviews are designed to highlight areas for improvement. The accreditation process includes a detailed self-study by the institution being evaluated, as well as one or more site visits by an ad-hoc WASC team comprised of experienced administrators from California community colleges.

What actions can WASC take?
The WASC 2007 Accreditation Handbook states that “Institutions are advised that the Commission is required by the U.S. Department of Education not to allow deficiencies to exist for more than a total of two years. Consequently, institutions may remain under a particular sanction for a cumulative total of no more than two years. If concerns are not resolved within this period, the Commission can take action to terminate accreditation.” Only one college in the history of higher education has lost its accreditation and that was Compton Community College in 2005.

The first phase of the ACCJC/WASC sanction process is the issue of Warning status. If an institution fails to respond to Warning, then WASC imposes Probation. The last sanction is a notice to Show Cause. If the institution is not able to effectively Show Cause, then WASC will remove accreditation. If accreditation is lost, the institution has a right to appeal. This cycle takes several years to complete.

Where can I learn more about COM’s accreditation and WASC?
Copies of WASC’s report and communications to the College, as well as the College’s progress reports and self-study, are available at the College of Marin library. The library is located in the Learning Resource Center on the Kentfield campus. WASC can be found on the web at http://www.wascweb.org.

New Emergency Mobile Alert System
The Marin Community College District now offers an emergency mobile alerting system. To sign up, text “MCCD” on your cell phone to “253788” (AlertU) and reply “Y” or visit http://www.alert.org/mccd. Messages will be sent by Marin Community College District in case of emergency. You must be subscribed to receive the mobile alerts. There is no cost to subscribe, but your standard message rates may apply. To learn more about the new system, visit Alertu.org.

Spring 2008 credit enrollment is up at both campuses
The first census day headcount for credit students for spring 2008 is up 1.5% (+103 students) and slightly down in WSCH (-0.4%, -244.1 WSCH) compared to spring 2007 on first census day. (Spring 2007 credit first census day enrollment was 6,667 and spring 2008 credit first census day enrollment is 6,770.) Credit enrollment at the Kentfield campus increased 1.4% (+85 students). Enrollment at Indian Valley Campus is up 11.5% this semester from 987 students enrolled in spring 2007 to 1,100 (+113 students) enrolled this spring 2008 semester. This is the first time in approximately four years that enrollment at IVC has surpassed 1,000. (Please note: some IVC students also attend classes at the Kentfield campus.)
BACKGROUND: This report consists of several parts, one of which will also be a presentation:
1. Inclusion on this page of enrollment figures as of the date of submission
2. Attachment of a report on course cancellation as well as a letter to faculty about course cancellation
3. Attachment of an Executive Summary on the IVC Organic Farm and Garden partnership.

1. At the time of this writing, credit enrollment in Spring 2008 is up by 1.5% (103 students) in credit when compared to Spring 2007. WSCH is slightly down, 0.4%. Noncredit enrollment continues to grow, a significant development because many non-credit students will matriculate into credit instruction. In Spring 2007 non-credit enrollment totaled 3,853 as compared to 4,447 for Spring 2008.

We are still working to check credit class rosters to ensure that all enrollment has been counted. At the Department Chairs meeting on February 5, it was reported there were discrepancies between the students who are actually in class and the names on class rosters; students who were initially enrolled in class were dropped from the rolls. Bob Balestreri, Interim Dean of Enrollment Services, looked into this after receiving copies of several class rosters from faculty and comparing them to the Opening Day Scanners. Scanners require that faculty completely mark the correct bubble to show who is enrolled; but the scanning machine cannot read information that is incompletely bubbled. This resulted in the machine not reading some of the incompletely marked bubbles and student names being dropped.

We followed through by asking faculty to let us know if this happened in their classes, either by sending in class section numbers and students' names and identification numbers, or by sending copies of bubbled class rosters, if they kept them. We do not expect this problem to occur again because this is the last semester we will use scanners. Banner will be up and running for Summer and Fall 2008, and every semester thereafter; we will be using online rosters that instructors will mark using computers.

2. The Board of Trustees gave the College several directives several years ago:
   - Grow enrollment
   - Right size the College

These directives could work at cross purposes; for example, if we were to attend to the second without considering the first, we could lessen enrollment. Instead, we have chosen to attempt both concurrently. One means to right size the College would be through Program Review, making decisions informed by quantitative and qualitative data. That process is underway.
The second is to move steadily towards larger class size in order to meet the class size minimum of 20 students as agreed upon with the faculty’s collective bargaining agent in section 10.1.1.

“10.1 Minimum Class Size

10.1.1 Normal Class Size. The class size for credit classes shall normally be no less than twenty (20) enrollees, with it being provided that management is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees (in accordance with Article 10.1.3 of the CBA) and to cancel classes pursuant to the provisions of Article 10.1.2 below.”

We announced to faculty via the Department Chairs that we would move to meet this class size minimum gradually. We started in Fall 2007, reviewing enrollment in all sections, with particular attention to classes with seven or fewer students enrolled as announced. On a case-by-case basis, a number of sections were cancelled, as can be seen in Attachment 1. We also reviewed the Spring 2008 schedule with an eye to offering classes that would draw greater enrollment. In Spring 2008, the minimum was raised to 13. Attachment 1 also contains Spring 2008 figures along with an analysis of the courses cancelled. Please note that the number of credit courses cancelled differs little with the overall trends that can be seen from 2004. In Fall 2008, the minimum will be raised to 17; in Spring 2009, it will finally reach the collectively bargained figure of 20. By moving in this way, we can build a schedule that should result in fewer cancellations and we can better inform our students and community of our intent. It should be noted, that exceptions will continue to be made where keeping a class with a lower enrollment is justified.

The second attachment is a copy of a letter sent to all faculty regarding course cancellation. We also found that we needed to follow through with a note in the Monday Morning Briefing to remind faculty that only an administrator can cancel a course.

3. Nanda Schorske, Dean of Workforce Development and Community Partnerships, has been working for the past few years with community partners to develop an organic garden at the Indian Valley Campus. She will present additional information and be available to answer questions on the attached Executive Summary.

RECOMMENDATION:

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
ATTACHMENT 1: COURSE CANCELLATION REPORT

The following information is taken directly from the College of Marin Website. The first page lists course additions; the second lists course cancellations; the third shows trend information on both.

CLASS ADDITIONS  The following classes are added for Spring 2008.

38 units added; 35 of which are degree-applicable or transfer

<table>
<thead>
<tr>
<th>Sect</th>
<th>Class</th>
<th>Loc</th>
<th>Date</th>
<th>Units</th>
<th>Enrolled</th>
<th>Day/Time/Room/Instructor</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2405</td>
<td>ECE 261</td>
<td>KTD</td>
<td>01/30</td>
<td>0.5</td>
<td>17</td>
<td>S</td>
<td>8:30-1pm in FH110, 3/29, Dodge P and in FH120, 4/26, Dodge P</td>
</tr>
<tr>
<td>2404</td>
<td>ENGL 92</td>
<td>KTD</td>
<td>01/25</td>
<td></td>
<td>5.0</td>
<td>TTh</td>
<td>9:40-12pm in HC129, Timmel M</td>
</tr>
<tr>
<td>2401</td>
<td>ENGL 150</td>
<td>KTD</td>
<td>01/22</td>
<td></td>
<td>3.0</td>
<td>MW</td>
<td>9:40-11am in FA120, Robertson N</td>
</tr>
<tr>
<td>2477</td>
<td>FREN 102</td>
<td>KTD</td>
<td>01/14</td>
<td></td>
<td>3.0</td>
<td>TTh</td>
<td>9:10-11am in CH102, Goff-Tuttle M</td>
</tr>
<tr>
<td>2482</td>
<td>H ED 115</td>
<td>KTD</td>
<td>01/22</td>
<td></td>
<td>3.0</td>
<td>TBA</td>
<td>TBA</td>
</tr>
<tr>
<td>2475</td>
<td>ITAL 102</td>
<td>KTD</td>
<td>11/29</td>
<td></td>
<td>5.0</td>
<td>TTh</td>
<td>4:10-6pm in OH103, Smith D</td>
</tr>
<tr>
<td>2478</td>
<td>MATH 103</td>
<td>KTD</td>
<td>01/18</td>
<td></td>
<td>5.0</td>
<td>MW</td>
<td>1:10-3:30pm in HC173, Armendariz J</td>
</tr>
<tr>
<td>2479</td>
<td>MATH 115</td>
<td>KTD</td>
<td>01/18</td>
<td></td>
<td>4.0</td>
<td>TTh</td>
<td>2:10-4pm in SC130, Nelson C</td>
</tr>
<tr>
<td>2483</td>
<td>PHIL 110</td>
<td>KTD</td>
<td>01/24</td>
<td></td>
<td>3.0</td>
<td>MW</td>
<td>11:10-12:30pm in OH107, Johnson T</td>
</tr>
<tr>
<td>5204</td>
<td>P E 70</td>
<td>IVC</td>
<td>12/04</td>
<td></td>
<td>0.5</td>
<td>TTh</td>
<td>12-1pm in POOL, Gray M</td>
</tr>
<tr>
<td>5205</td>
<td>P E 72</td>
<td>IVC</td>
<td>12/04</td>
<td></td>
<td>0.5</td>
<td>TTh</td>
<td>10-11am in OL106, Gray M</td>
</tr>
<tr>
<td>5206</td>
<td>P E 74</td>
<td>IVC</td>
<td>12/04</td>
<td></td>
<td>0.5</td>
<td>TTh</td>
<td>11-12pm in OL106, Gray M</td>
</tr>
<tr>
<td>2476</td>
<td>PHYS 108B</td>
<td>KTD</td>
<td>12/21</td>
<td></td>
<td>5.0</td>
<td>TTh</td>
<td>5:40-7pm in SC111, Petersen R, and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>T</td>
<td>7:10-9pm in SC120, Petersen R</td>
</tr>
</tbody>
</table>

We did not look for the enrollment information for added sections, concentrating instead on cancellations because of time limitations. We can provide this information, if needed.
CLASS CANCELLATIONS  The following classes for Spring 2008 are cancelled.

70.5 units cancelled; 60.5 of which are degree-applicable or transfer (7 units cancelled at instructors' requests; 2 units could not be staffed because of MQs; 51.5 units canceled because of low class size)

Cross-listed courses are the same course taught under the title of two different disciplines; therefore, the unit count is listed for only one of the cross-listed courses. One other set of courses, MUS 221 and 222 are Ear Training I and II, is taught concurrently. Two courses are Basic Skills courses, ENGL 62 and 92. PE is an adaptive physical education course.

Cross-listed: GEOL 145
cancelled per teacher
Cross-listed: Math 117
Course changed; teacher
did not have MQs
other ENGL 92 added
other ENGL 150 added
other FREN 102 added
TBA in SC159, Locke J
cross-listed: PE 119
5-unit Math 103 added
courses are taught at the
same time
other PE 70 added
cancelled: H ED 119
cancelled per teacher
CLASS CANCELLATION SUMMARY

The Office of Instructional Management retrieved the following information from web files stored on the College of Marin. They printed out copies of the additions and cancellations of credit classes for the last three semesters each of Spring and Fall. The following information summarizes their findings:

<table>
<thead>
<tr>
<th>Semester</th>
<th>Units Added</th>
<th>Units cancelled</th>
<th>Net Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring 2007</td>
<td>30.660</td>
<td>51.250</td>
<td>-20.590</td>
</tr>
<tr>
<td>Spring 2006</td>
<td>19.434</td>
<td>75.024</td>
<td>-55.590</td>
</tr>
<tr>
<td>Spring 2005</td>
<td>35.910</td>
<td>66.153</td>
<td>-30.243</td>
</tr>
<tr>
<td>Fall 2007</td>
<td>30.600</td>
<td>85.640</td>
<td>-55.040</td>
</tr>
<tr>
<td>Fall 2006</td>
<td>56.100</td>
<td>72.480</td>
<td>-16.360</td>
</tr>
<tr>
<td>Fall 2005</td>
<td>20.640</td>
<td>92.440</td>
<td>-71.800</td>
</tr>
<tr>
<td>Totals</td>
<td>193.344</td>
<td>442.967</td>
<td>-249.623</td>
</tr>
</tbody>
</table>

This compares to

<table>
<thead>
<tr>
<th>Spring 2008</th>
<th>Units Added</th>
<th>Units cancelled</th>
<th>Net Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>36.00</td>
<td>79.5</td>
<td>-43.5</td>
</tr>
</tbody>
</table>

It is not uncommon for this kind of adjustment to take place each semester at community colleges.
Dear Faculty colleagues,

In response to questions about course cancellation, I'd like to share the following information.

Historically, College of Marin has canceled courses for low enrollment or for other reasons, such as lack of staffing. What is new this semester is that we are working with department chairs and deans to monitor enrollment earlier in the registration period in order to take action in time for students to adjust their academic programs and also in time to inform faculty so they can make necessary adjustments.

As announced at the Fall 2007 Department Chairs' meetings, in the three weeks leading up to the start of Spring 2008 instruction, deans are working with department chairs to

- monitor and work to build enrollment in sections with low student enrollment
- help students on wait lists move to open sections, when this is an option
- identify classes that are low, but will build and so will probably not be cancelled
- identify classes that are low, but are needed for students to meet academic goals (e.g., degree/certificate completion, transfer, and so forth.)
- identify classes that are low, will probably not build, and will likely be canceled. (Students need to be contacted and helped to adjust their programs, preferably before classes start. Fulltime instructors may need to be re-assigned to other classes and bump others.)

We are also working to mitigate the affects of course cancellation in several ways:

- adding sections of courses with wait lists when both facilities and instructors are available
- asking Department Chairs to recommend and deans to approve class schedules and faculty assignments that meet student need/demand, are scheduled well, and therefore are less likely to be cancelled. Chairs and deans are asked to consider enrollment histories, optimal scheduling for critical one-section classes, projected student need/demand, and other factors affecting enrollment
- moving gradually to the contractually agreed upon floor for class size.

10.1 Minimum Class Size

10.1.1 Normal Class Size. The class size for credit classes shall normally be no less than twenty (20) enrollees, with it being provided that management is authorized to maintain a limited number of classes of fewer than twenty (20) enrollees (in accordance with Article 10.1.3 of the CBA) and to cancel classes pursuant to the provisions of Article 10.1.2 below.

We are moving gradually to this minimum class size floor by focusing on classes with 7 or fewer students in Fall 2007, 13 or fewer students in Spring 2008, 17 or fewer students in Fall 2008, and 20 or fewer students in Spring 2009. This permits chairs and deans to work with faculty to identify low enrolled classes/sections and implement strategies to build enrollment, including modifying the schedule to improve enrollment.

- letting those classes that are not sure should be cancelled meet and have a chance to grow, even though those classes could be canceled if they do not grow
- working with students to encourage them to register earlier, rather than waiting to add a class or classes after instruction begins.

Why should we do this if College of Marin is a Basic Aid District?

First, the last Grand Jury Report noted low class size and strongly recommended that the College address this concern. We need to take the Grand Jury's recommendations seriously; the Grand Jury represents local taxpayers and voters whose support we value and want to continue to enjoy. (This is not the first time that class size has been a Grand Jury concern.) Second, enrollment (including optimal class size) affects state and federal categorical funds that serve many College of Marin students. Third, it is difficult to show that we are being good stewards of taxpayer funds if class size at College of Marin is inconsistent with class size in other Marin county schools and with other community colleges. (Many community colleges have minimum class sizes that are larger than 20.)

This is the Office of Student Learning's top priority today and for the coming weeks. I have asked deans to provide daily reports on class size and also expect daily updates on their efforts to minimize class cancellation. I want to thank everyone for what they are doing to help our students. I know you all have a lot of work right now, and I appreciate what you can do. Let me know if I can help.

Sincerely,

Anita Martinez
Vice President of Student Learning
Indian Valley Organic Farm & Garden
at Indian Valley Campus - College of Marin

A Project of the Sustainable Horticulture Center

Site Plan and Program Recommendations

February 13, 2008

Partners: College of Marin – Indian Valley Campus
Marin Conservation Corps
UC Cooperative Extension – Marin Master Gardeners

Prepared by: Terry Allan, Project Design Consultant
Richard Schorske, Program Consultant
Lisa Frank, CAD Drafting and Rendering

Funders: Marin Community Foundation
County of Marin Board of Supervisors
EXECUTIVE SUMMARY

**Partners:** The Indian Valley Organic Farm & Garden at the Indian Valley Campus of the College of Marin is a collaboration between the College of Marin, the Marin Conservation Corps and the UC Cooperative Extension – Marin Master Gardeners.

**Mission:** Through educational programs for students, youth, life-long learners, and the workforce, the Indian Valley Organic Farm & Garden will empower diverse community members to:
- Design, construct, and maintain sustainable landscapes that promote individual and environmental health, and conserve water and natural resources
- Develop and sustain organic farm and garden practices and robust local food systems
- Accelerate deployment of state-of-the-art irrigation and integrated pest management techniques
- Understand the inter-relationship of food, the environment, health, and community well-being.

**Site Plan:** Located at the very end of Ignacio Valley Drive, on a gentle south-facing slope overlooking the playing fields and open space of the College of Marin’s Indian Valley Campus, the Indian Valley Organic Farm & Garden (IVF&G) encompasses 5.8 acres. Within this total area is a 3.2 acre growing area enclosed by a deer fence that includes an organic fruit orchard; vegetable, flower and herb gardens; and a native/ethnobotany garden. Outside the deer fence is a .75 acre riparian restoration area along the stream bank, hedgerow buffer plantings, and a separately fenced plant nursery area. Facilities include a greenhouse and shade structure, hoop houses, compost area, processing shed with graywater system, tool storage, rest rooms and several gathering areas (gazebo, arbor, entrance area, and picnic area) for classes and community learning. A high efficiency irrigation system will supply water to the project, and a CIMIS weather station will be located nearby. Soil and water conservation techniques will be demonstrated throughout the site. Classrooms and program offices are located at the heart of campus. Development of the site will require an investment of about $300,000 over a two year period.

**College & Community Programs:** The IVF&G will support two synergistic programs: The College of Marin Environmental Landscape Program (including both certificate and degree options) and the Marin Conservation Corps’ Organic Farm & Garden Program, including multiple components that serve young adults (age 18-24), youth (age 11-17), and elementary and middle school students. The College’s landscaping and horticulture courses (which will be filled by both Corps members and the general public) are designed to meet the needs of the home gardener and the landscape and garden professional. Enrolled students will be eligible to earn either an industry-validated Skill Certificate, or continue on for an Associate level degree, which is transferable to the CSU and UC system for students seeking a Bachelor’s degree.

**Program Philosophy:** The focus of the IVF&G programs will lean toward landscaping, nursery operations, ecological restoration, and food crops. A broad understanding of how humans fit into the natural world and its processes is critical for the development of mutually sustainable strategies for healthy co-existence. Thus an emphasis on agroecological concepts, that go beyond ‘organic’ to encompass a holistic view of agricultural, and by extension landscape ecosystems including all environmental and human elements, will be a recurring theme throughout the project. Beyond the practical skills acquired during the program, students will come away with an understanding of the basic ecological principles required to study, design and manage landscape and food production ecosystems that conserve natural resources, and that are also culturally sensitive, socially just and economically viable.
Conceptual Site Plan: Indian Valley Organic Farm & Garden
Welcome to our Garden! A trip to the future...

As a way to describe the various elements of the site plan, let us take a moment to imagine what it might look like as we approach the garden five years from now after the initial plantings have had a chance to get established...

You park your car near the Corporation Yard and begin walking west along a trail that takes you past the playing fields to the north. A jogger passes you, and two friends walking their dogs. On your left you see a greenhouse and shade structure full of nursery plants for sale to the public. You make a mental note to stop by on your way out and pick up some native ornamentals for your garden at home to replace the invasive scotch broom you recently removed.

Ahead you see a deer fence peeking out from behind a natural looking border of ornamental shrubs and native live oaks. The gate is open, and as you walk through it you read the hand painted sign hanging on the fence that says

Welcome to the Indian Valley Organic Farm & Garden!
- a project of the Sustainable Horticulture Center

Straight ahead you see four trellised benches in front of a colorful perennial border with a path in the center leading off into a lush production garden. The trellises are covered with thornless, pale yellow Banksia roses in profuse bloom, intermingled with deep purple clematis flowers. You pause to rest for a moment on one of the shady benches and catch the scent of jasmine in the air. As your gaze wanders toward the northeast you notice the climbing roses adorning the deer fence and providing a backdrop for another beautiful perennial border interplanted with several olive trees. A student gardener walks past with a cart full of seedlings, and you follow her down the central path into the main growing area. An instructor is working with a group of student gardeners to prepare a bed for transplanting the new lettuce crop while a tractor prepares additional beds nearby.

Looking toward the north, the slope rises behind the vegetable garden toward a gazebo just barely visible behind the regular pattern of fruit trees planted in informal terraces along the contour and accented by broad plantings of annual and perennial flowers and herbs that provide nectar and habitat for beneficial insects and birds.

Looking south you notice another group of students washing and packing the morning harvest of fresh veggies and flowers in the open sided processing shed to be loaded on the truck headed to the farmer's market in the afternoon. To the west of the packing shed you see three hoop houses covered with shade cloth and full of young native plants and trees in various types of containers.

You reach the end of the path and see the compost piles in front of you. You stop to pick a few mulberries off of the tree on your right. They dye your fingers purple before you can get the juicy berries into your mouth. Heading up the hill, you wander past the orchard full of apples, pears, plums and persimmons. At the top of the orchard are a few hardy citrus trees. Behind them you glimpse a beautiful rock wall terrace planted with drought tolerant perennials around the gazebo. Arriving at the gazebo you take in the 360 degree views over the orchard, gardens and playing fields, a feast of colors against the tree covered hills in the distance, already turning golden brown as the summer begins.

You notice a path winding away to the north and realize that there is more to the garden on this side of the knoll. As you weave your way through the native trees and plants you read
instructional signs describing how these plants have been used for food and medicine by the different local cultures that inhabited this land in the past. At the bottom of the hill you find yourself in a meadow of grasses and forbs that seem completely at home in this environment and yet look different than the typical grasslands around. A sign informs you that the plants in this meadow are all natives, some of them unique to this particular valley, and you imagine what the surrounding hills looked like before the non-native pasture grasses took over.

As you return to your car you stop in the plant nursery and find some of the same rare and native plants that you saw in the gardens available here for you to try in your garden at home. You buy a few things to experiment with, as well as a few familiar Mediterranean ornamentals. The student selling you the plants provides some helpful instructions for planting and care, and points out where you can see the same varieties grown to maturity in the garden. You feel good knowing that your purchase helps support this wonderful program.

On your way out, you grab a brochure on educational programs at the Garden, including listings of horticulture related classes at College of Marin, youth programs co-sponsored with the Marin Conservation Corps, seminars and workshops with the UC Cooperative Extension, Master Gardeners of Marin, the Marin Municipal Water District, and a number of other community partners. It is clear the Garden is a magnet for community organizations of all kinds, and people of all ages.

While driving home, you play with all of the great landscaping ideas you saw—and make a mental note to find a garden workshop that can help you re-recreate in your own garden what you’ve just seen today—or even how to bring some of this inspiration into your own landscape business. Speed-dialing your best friend on the cell phone, you burble, "Denise, you’ve got to see the organic farm and garden I saw today... This is absolutely the hidden jewel of Marin!"
BACKGROUND:

In the spring 2005 the Mission Taskforce developed the college Mission, Values and Vision. The term ended before the taskforce could adopt college goals.

A Strategic Plan identifies a minimum of four components for a college: Mission, Vision, Values and Goals. The WASC visiting team identified the lack of a uniform set of college goals used by the College of Marin.

To complete the College of Marin Strategic Plan and adopt a single set of College Goals, the Institutional Planning Committee and the College Council adopted the Board of Trustees’ goals. In so doing the College now has a single set of College Goals to be used in all College planning and satisfies the WASC recommendation.

College Goals

Institutional Excellence. The Board believes that superior results originate in high aspirations. Therefore, the Board's basic and most important goal for the College is to excel in every activity it undertakes. By so doing, it will achieve a position of local, state and perhaps even national prominence.

Academic Excellence. The College must offer its students rigorous, high-quality curricula including degree and certificate programs in lower division arts and sciences and in vocational and occupational fields; remedial instruction; English as a Second Language instruction; support services which help students succeed at the postsecondary level; adult noncredit education; and community services courses and programs, in keeping with state mandates. Academic excellence in all of the College's curricula and support services is at the core of the College's environment. The curricula must remain current and challenging.

Faculty and Staff Excellence. For the College to excel, it must attract and maintain a faculty and staff of the highest quality, one that functions within an environment of professional development and renewal, and one that focuses on and values the teaching and learning process.

Community Responsiveness. The College must offer broad curricula to meet the needs of students. It must select areas of special interest and need to the communities it serves.

Diversity. The community college is the primary opportunity for people of great diversity to come together for growth and development. The College has an absolute obligation to bring together people of different ages, races, and ethnic backgrounds, male and female, at different levels of development, in an atmosphere of equal opportunity and tolerance.
Fiscal Responsibility. The Board and the Administration must operate the College in a fiscally sound way. Together, they must limit expenditures to those that relate directly to the College's mission, goals and objectives; maintain a prudent level of reserves; and generate new sources of revenue to supplement state funding allocations.

Attached are the College Mission, Vision, Values and Goals.

RECOMMENDATION:

For information only.

Administrator Initiating Item    Dr. Bernie Blackman, Director, Organizational Development and Planning
Strategic Plan

Mission  Purpose of College of Marin
Values  Operational values we want to adhere to
Vision  Where we want to be
Goals  Desired Accomplishments

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.

Our Vision

College of Marin will be a premier educational and cultural center that provides programs of the highest caliber to meet the needs of an increasingly interconnected global society. Our vision will be guided by our values.
Statement of Values

Student and Community Centered Education
We promote student success by providing programs and services that are learner centered and reflect the changing needs of our students and surrounding community.

Academic Excellence and Innovation
We are dedicated to academic excellence and encourage innovation. We foster intellectual inquiry by encouraging critical thinking, information literacy and technical competence. We continually evaluate the effectiveness of our programs.

Collaboration and Open Communication
We cultivate a culture of mutual respect, open communication, collaborative working relationships and participation in decision making among students, faculty, staff and the communities we serve.

Diversity
We cherish a learning environment that celebrates diverse backgrounds and recognizes the knowledge and experiences among its students, faculty and staff. We will provide open access and strive to remove barriers to student success.

Sustainability
We will apply environmentally sustainable and green principles in our college community to ensure the future of our planet.

Accountability
We will be accountable for our decisions and actions on behalf of the students, college and community. Our decisions will be academically, fiscally and environmentally responsible.
College Goals

**Institutional Excellence.** The Board believes that superior results originate in high aspirations. Therefore, the Board's basic and most important goal for the College is to excel in every activity it undertakes. By so doing, it will achieve a position of local, state and perhaps even national prominence.

**Academic Excellence.** The College must offer its students rigorous, high-quality curricula including degree and certificate programs in lower division arts and sciences and in vocational and occupational fields; remedial instruction; English as a Second Language instruction; support services which help students succeed at the postsecondary level; adult noncredit education; and community services courses and programs, in keeping with state mandates. Academic excellence in all of the College's curricula and support services is at the core of the College's environment. The curricula must remain current and challenging.

**Faculty and Staff Excellence.** For the College to excel, it must attract and maintain a faculty and staff of the highest quality, one that functions within an environment of professional development and renewal, and one that focuses on and values the teaching and learning process.

**Community Responsiveness.** The College must offer broad curricula to meet the needs of students. It must select areas of special interest and need to the communities it serves.

**Diversity.** The community college is the primary opportunity for people of great diversity to come together for growth and development. The College has an absolute obligation to bring together people of different ages, races, and ethnic backgrounds, male and female, at different levels of development, in an atmosphere of equal opportunity and tolerance.

**Fiscal Responsibility.** The Board and the Administration must operate the College in a fiscally sound way. Together, they must limit expenditures to those that relate directly to the College's mission, goals and objectives; maintain a prudent level of reserves; and generate new sources of revenue to supplement state funding allocations.
BOARD AGENDA ITEM

To: Board of Trustees  Date: February 19, 2008
From: Superintendent/President  Item & File No. C.11.B
Subject: Classified Personnel Recommendations
Reason for Board Consideration: Enclosure(s):

APPROVAL  Recommendations

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A.1 Appointment of Hourly Personnel  
B. Permanent Reassignment of Classified Personnel  
C. Temporary Increase/Decrease in Classified Assignment  
D. Resignation/Retirement of Classified Personnel  
E. 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.


K. Arima, J. Chadwick, Ki-el, V. Riley, P. Torres, G. VanLoan, R. Torres, K. van Kriedt are on the non-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. 1 APPOINTMENT OF HOURLY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Division/Department</th>
<th>Start Date</th>
<th>Expiration Date</th>
<th>Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>1. *Bonander, Barbara</td>
<td>Testing</td>
<td>12/01/2007</td>
<td>06/31/2008</td>
<td>$46.82</td>
</tr>
<tr>
<td>2. *Cady, Jeff</td>
<td>Testing</td>
<td>01/01/2008</td>
<td>06/31/2008</td>
<td>$46.82</td>
</tr>
<tr>
<td>3. *Fitzpatrick, Mary</td>
<td>Testing</td>
<td>01/01/2008</td>
<td>06/31/2008</td>
<td>$46.82</td>
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<tr>
<td>4. *Karel, Ellen</td>
<td>Testing</td>
<td>01/01/2008</td>
<td>06/31/2008</td>
<td>$46.82</td>
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<tr>
<td>5. *Koffman, Linda</td>
<td>Testing</td>
<td>01/01/2008</td>
<td>06/31/2008</td>
<td>$46.82</td>
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<td>6. *McKinnon, Sara</td>
<td>Testing</td>
<td>01/01/2008</td>
<td>06/31/2008</td>
<td>$46.82</td>
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<td>7. *Walsh, Wendy</td>
<td>Testing</td>
<td>01/01/2008</td>
<td>06/31/2008</td>
<td>$46.82</td>
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<td>8. *Friedman, Phyllis</td>
<td>DSPS</td>
<td>01/22/2008</td>
<td>06/01/2008</td>
<td>$50.00</td>
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<td>9. *Thompson-Smith, Cynthia</td>
<td>DSPS</td>
<td>01/22/2008</td>
<td>06/01/2008</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION

1 – 7 All individuals will serve as Professional Experts to assist the Testing area with reading of the ESL Essays for Spring 2008.

8-9 Both individuals will serve as Professional Experts in the DSPS Program to assist students with special needs in the area of Feldenkrais effective January 22, 2008 through June 1, 2008.

*Human Resources did not receive necessary paperwork from the department until after these individuals worked. These hourly employees need to be paid for work that has already been completed.
## B. PERMANENT INCREASE/DECREASE IN CLASSIFIED ASSIGNMENT/STAFF PLAN

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Title/Discipline</th>
<th>FTE</th>
<th>Salary</th>
<th>MPY</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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<tbody>
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<td>1</td>
<td>Arima, Kathy</td>
<td>Bookstore Clerk</td>
<td>1.0</td>
<td>From 1 EX - $3,292.00</td>
<td>12</td>
<td>Reclassification</td>
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<td></td>
<td></td>
<td></td>
<td>To 2 EX - $3,402.00</td>
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<td>2</td>
<td>Chadwick, Jill</td>
<td>Bookstore Clerk</td>
<td>1.0</td>
<td>From 1 D - $2,916.00</td>
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<td></td>
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<td>To 2 D - $3,014.00</td>
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<tr>
<td>3</td>
<td>Ki-el</td>
<td>Bookstore Clerk</td>
<td>.53</td>
<td>From 1 E - $1,622.86</td>
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<td>Reclassification</td>
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<td></td>
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<td></td>
<td>To 2-E - $1,677.45</td>
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<td>4</td>
<td>Riley, Vonda</td>
<td>Bookstore Clerk</td>
<td>.53</td>
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<td>To 2D - $1,597.42</td>
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<tr>
<td>5</td>
<td>Torres, Patricia</td>
<td>Testing Center Coordinator</td>
<td>1.0</td>
<td>From 14 E - $3,922.00</td>
<td>12</td>
<td>Reclassification</td>
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<td></td>
<td></td>
<td></td>
<td>To 17 E - $4,314.00</td>
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**BACKGROUND INFORMATION:**

1 - 4 Pursuant to agreement signed on November 20, 2007 between the District and CSEA; the Bookstore Clerk position has been re-classed from a Range 1 to Range 2 on the CSEA Salary Schedule effective July 1, 2007.

5 Pursuant to agreement signed on January 28, 2008 between the District and CSEA; the Testing Center Coordinator position has been re-classed from a Range 14 to Range 17 on the CSEA Salary Schedule effective July 1, 2007.

Feb. 19, 2008  Board Item
C. TEMPORARY INCREASE/DECREASE IN ASSIGNMENT/SALARY FOR CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Appt. Type</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Torres, Romulo</td>
<td>Admin. Asst. – NC ESL</td>
<td>.53</td>
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<td>Perm.</td>
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<td></td>
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<td>To</td>
<td></td>
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<td></td>
<td>01/28/2008 – 2/29/2008</td>
</tr>
<tr>
<td>2.</td>
<td>van Kriedt, Karen</td>
<td>Community Ed. &amp; Svcs Specialist</td>
<td>1.0</td>
<td>12</td>
<td>12</td>
<td>See Remarks below</td>
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</table>

BACKGROUND INFORMATION

1. Temporary Increase in assignment to assist the NC ESL Department effective January 28, 2008 through February 29, 2008.

2. Pursuant to agreement signed on January 28, 2008 between the District and CSEA pay settlement for Out-of-Class Duties in the sum of $7,164.16 for the period up to and including January 28, 2008.
D. RESIGNATION/RETIREMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
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<th>FTE</th>
<th>MPY</th>
<th>Type</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lumsdaine, Agnes</td>
<td>Lab Technician – Health Sciences</td>
<td>.40</td>
<td>10</td>
<td>Resignation</td>
<td>COB 1/309/2008</td>
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</table>

BACKGROUND INFORMATION:

### E. CLASSIFIED REQUEST FOR LEAVE OF ABSENCE/UNCOMPENSATED LEAVE

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<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Van Loan, Glade</td>
<td>Library Technical Specialist</td>
<td>1.0</td>
<td>12</td>
<td>1/16/2008 – 2/29/2008</td>
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</tbody>
</table>

**BACKGROUND INFORMATION:**

MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Date: February 19, 2008  
Item & File No. C.11.C

Subject: Academic Personnel Recommendations

Reason for Board Consideration:  
Enclosure(s): Recommendations

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Appointment of Academic Personnel

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. APPOINTMENT OF ACADEMIC PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
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<th>FTE</th>
<th>Appt. Type</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Wittenmeier, Toni</td>
<td>Counselor, DSPS</td>
<td>From: .80</td>
<td>Permanent</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>To: .9068</td>
<td>Temporary</td>
<td>Spring 2008</td>
</tr>
<tr>
<td>2</td>
<td>Perry, Robin</td>
<td>Instructor, Nursing</td>
<td>12.060 units</td>
<td>Temporary</td>
<td>Spring 2008</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Toni Wittenmeier has been temporarily increased to a .9068 position in DSPS as a medical leave replacement.

2. Ms. Robin Perry has been appointed to a 12.060 FTE temporary assignment in Nursing due to the increase in enrollment in the Nursing Program.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904  

BOARD AGENDA ITEM

To: Board of Trustees  
From: Superintendent/President  
Date: February 19, 2008  
Item & File No. C.11.D

Subject: Educational Management Personnel Recommendations

Reason for Board Consideration: APPROVAL

Enclosure(s): Recommendations

BACKGROUND:

The Educational Management Personnel Recommendations are attached.

A. Appointment and/or Change of Educational Management Personnel

FISCAL IMPLICATIONS: All recommendations are within budgeted FTE.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources and Labor Relations
### A. APPOINTMENT AND/OR CHANGE OF EDUCATIONAL MANAGEMENT PERSONNEL

<table>
<thead>
<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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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Chang, Nicholas</td>
<td>Interim Dean of Student Development</td>
<td>1.0</td>
<td>Temporary</td>
<td>1/1/08-6/30/08</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. Nicholas Chang will continue as Interim Dean of Student Development from 1/1/08-6/30/08 or until the position is filled permanently.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: February 19, 2008
Item & File No. C.11.E

Subject: Short-Term Hourly Positions
Reason for Board Consideration: Approval
Enclosure(s): Job Descriptions

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 side of the 50% law.

Lab Assistant III & Orchestra String Coach are on the 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 Relations & Labor Relations
A. SHORT TERM HOURLY POSITIONS – February 19, 2008

<table>
<thead>
<tr>
<th>DEPT.</th>
<th>JOB TITLE</th>
<th>NUMBER OF POSITONS</th>
<th>START DATE</th>
<th>END DATE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Fine Arts Department</td>
<td>Lab Assistant III – Assists classified staff in the Art Dept. with equipment upkeep and preparation of materials and classrooms</td>
<td>May be filled by more than one person</td>
<td>01/28/2008</td>
<td>05/20/2008</td>
<td>$10.75</td>
</tr>
</tbody>
</table>

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 individuals worked. These hourly employees need to be paid for work that has already been completed.
The accompanying transfer information includes sixteen budget transfers in January totaling $34,795 from Unrestricted Funds.

There were seven transfers in Restricted Funds for $77,418 in January.

There was one budget transfer in the Measure C Fund for a total of $7,000 for temporary services to assist in relocating courses from buildings that will be under construction. There was a budget transfer of $64,500 from Reserve Contingency Measure C funds to expedite the design and planning of the 12 KV Utility Extension, as this project is ahead of schedule.

Net effect of transfers for the Month.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
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<tr>
<td>1000 (Certified Salary)</td>
<td>70,280</td>
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<td>2000 ( Classified Salary)</td>
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<tr>
<td>3000 (Employee Benefits)</td>
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<td>4000 (Supplies/ Eqpt. Repl.)</td>
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<tr>
<td>5000 (Other Operating Exp.)*</td>
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<td>6000 (Capital Outlay)</td>
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<tr>
<td>7000 (Other Outgo)**</td>
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<tr>
<td>8000 (Income)</td>
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<td>9000 (General Ledger)</td>
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</tr>
</tbody>
</table>

*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 January Budget Transfers – FY 2007/08.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
### UNRESTRICTED

<table>
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34,794.76
69,589.52

### RESTRICTED FUND

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</tr>
<tr>
<td>7</td>
<td>697</td>
<td>(1,000)</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>11</td>
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<td></td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

TOTAL GENERAL FUND

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL GENERAL FUND</td>
<td>70,280.00</td>
<td>(11,399.00)</td>
<td>-</td>
<td>(69,675.76)</td>
<td>18,013.11</td>
<td>(7,218.35)</td>
<td>-</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Measure C

<table>
<thead>
<tr>
<th>#</th>
<th>BT #</th>
<th>10000</th>
<th>20000</th>
<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
<th>70000</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>701</td>
<td>64,500.00</td>
<td>(64,500.00)</td>
<td>0</td>
<td>64,500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>743</td>
<td>7,000.00</td>
<td>(7,000.00)</td>
<td>0</td>
<td>7,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>77,418.35</td>
</tr>
<tr>
<td>TOTAL ALL FUND</td>
<td>70,280.00</td>
<td>(11,399.00)</td>
<td>-</td>
<td>(69,675.76)</td>
<td>25,013.11</td>
<td>50,281.65</td>
<td>(64,500.00)</td>
<td>0</td>
<td>145,574.76</td>
</tr>
</tbody>
</table>

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

Object Code | 4000 | 4000 | 5000 | 5000 | 6000 | 6000 | 6000 | OTHER |
|-----------|------|------|------|------|------|------|------|-------|

0
0
0
0
0
0
0
0

Total Measure C Building transfers were funds remained within same object code.
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
</tr>
<tr>
<td>Date:</td>
<td>February 19, 2008</td>
</tr>
<tr>
<td>Subject:</td>
<td>Declaration of Surplus Property – Miscellaneous Equipment</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>List of Equipment</td>
</tr>
</tbody>
</table>

### BACKGROUND:

In accordance with Board Policy 6.0008, the District will submit to the Board a list of equipment to declare surplus. The items listed on the attachment(s) have been determined to have no further value to the District. Some of the items have been replaced and are no longer used. Some items are simply old and repair and/or maintenance is not cost effective. Items that have no value will be disposed of. The District may be able to sell some of the equipment. Some equipment will used for parts. No one item or item lot is valued at $5,000 or more.

In accordance with Board Policy and Education Code Section 81452(a), a unanimous vote is required declaring the value of any one item or item lot to be less than $5,000. Upon a unanimous vote, the items may then be disposed of pursuant to the provisions of Education Code Section 81452(c).

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees declare the items described on the attached surplus and that no single item or item lot is valued at $5,000 or more and further authorize the District to dispose of the equipment, pursuant to Education Code Section 81452(c), as the District feels is appropriate.

---

**Administrator Initiating Item**

Albert J. Harrison II, Vice President of College Operations
<table>
<thead>
<tr>
<th>Quan.</th>
<th>Campus Location</th>
<th>Detailed Description</th>
<th>Inventory #</th>
<th>Age</th>
<th>Condition</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>KTD</td>
<td>Computer &amp; Monitor</td>
<td>869</td>
<td>10 yrs</td>
<td>Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Computer &amp; Monitor</td>
<td>408 / 802</td>
<td>10+ yrs</td>
<td>Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>2</td>
<td>KTD</td>
<td>Computer</td>
<td>981208/00871</td>
<td>10+ yrs</td>
<td>Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>2</td>
<td>KTD</td>
<td>Monitor</td>
<td>10709 / 980517</td>
<td>10+ yrs</td>
<td>Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Epson 3000 Printer</td>
<td>AEY0051435</td>
<td>8 yrs</td>
<td>Obsolete</td>
<td>Dispose of or parts</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Deskjet Printer 722C</td>
<td>SG83NI31DR</td>
<td>8 yrs</td>
<td>Broken</td>
<td>Junk</td>
</tr>
</tbody>
</table>
COM Withdrawn Equipment 8/16/07

MODEL: COM #:
APPLE POWER MAC G3(W/built in monitor) 22118
APPLE POWER MAC G3(W/built in monitor) 10137
APPLE POWER MAC 9500/132 10145
APPLE POWER MAC G3 (XB812088AZ3) W/cover NO COM #
APPLE POWER MAC 7300/180 DESKTOP 002117
APPLE applevision monitor 1710, works (S46281SW35I) NO COM #
SONY TRINITRON multiscan 17SF (2113673) NO COM #
SONY CPD15SF monitor #1 (works) (8101135) NO COM #
SONY CPD15SF monitor #2 15SF 8132582 NO COM#
SONY TRINITRON multiscan 100ES (4232380) NO COM#
SONY TRINITRON CPD 210 GS MONITOR 10146
HP DESKWRITER 680C PRINTER (SG6431N055) NO COM #
HO DESKWRITER 540 PRINTER 1609
19 old style KEYBOARDS
EPSON STYLUS COLOR 740 PRINTER (won’t print) 11683
Sony VCR SLVN51 1028
Epson Stylus Color 1520 printer 11635/ 002102
7 Iomega Zip Drives w/power supply’s
Sony Handycam 8mm video camera #1
Sony Handycam 8mm video camera #2
GE battery charger
JVC GXN70U video camera
Bag of computer mice and cables
<table>
<thead>
<tr>
<th>Labels</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>20552</td>
<td>980516 Computer</td>
</tr>
<tr>
<td>21553</td>
<td>980517 Computer</td>
</tr>
<tr>
<td>21248</td>
<td>981007 Monitor</td>
</tr>
<tr>
<td>10114</td>
<td>Monitor</td>
</tr>
<tr>
<td>10126</td>
<td>011206 Monitor</td>
</tr>
<tr>
<td>10105</td>
<td>Monitor</td>
</tr>
<tr>
<td>10120</td>
<td>Monitor</td>
</tr>
<tr>
<td>10109</td>
<td>011205 Monitor</td>
</tr>
<tr>
<td>11097</td>
<td>Monitor</td>
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<tr>
<td>10124</td>
<td>020806 Monitor</td>
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<td>Monitor</td>
</tr>
<tr>
<td>11037</td>
<td>Monitor</td>
</tr>
<tr>
<td>22676</td>
<td>Fax</td>
</tr>
<tr>
<td>21549</td>
<td>Computer</td>
</tr>
<tr>
<td>21550</td>
<td>Scanner</td>
</tr>
<tr>
<td>21546</td>
<td>Computer Case</td>
</tr>
<tr>
<td>21547</td>
<td>Computer Case</td>
</tr>
<tr>
<td></td>
<td>Microwave</td>
</tr>
<tr>
<td>22570</td>
<td>021004 Computer</td>
</tr>
<tr>
<td>10116</td>
<td>030713 Computer</td>
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<td>21545</td>
<td>020804 Monitor</td>
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<td>21544</td>
<td>020801 Monitor</td>
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<tr>
<td>21543</td>
<td>020802 Monitor</td>
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<tr>
<td>21541</td>
<td>020805 Monitor</td>
</tr>
<tr>
<td>21542</td>
<td>Monitor</td>
</tr>
</tbody>
</table>

February 19, 2008
Surplus Equipment Attachment 2
5+ years
Outdated equipment
Dispose of

COMMUNITY SERVICES

Dec 26 2007 A 10:51
**MARIN COMMUNITY COLLEGE DISTRICT**  
Kentfield, CA 94904

**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>February 19, 2008</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>Warrant Listing</td>
<td></td>
</tr>
</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 **01/08/2008 through 01/29/2008**, warrants and **73514-73957**, were issued in the total amount of **$3,163,960**.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.

Administrator Initiating Item  
Albert J. Harrison II, Vice President, College Operations
DATE:     February 19, 2008

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 73514-73957 in the amount of $3,163,960 for all funds for the period 01/08/2008 through 01/29/2008 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 $1,766,661 of the above amount. Includes payroll, through December 31, 2007.

President or Designee

---

**EXPENDITURE SUMMARY**

2007/2008

General Fund – All Programs

Period Ending 01/31/2008

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
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<tbody>
<tr>
<td>Certificated Salaries</td>
<td>20,946,916</td>
<td>0</td>
<td>10,013,085</td>
<td>10,933,831</td>
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<tr>
<td>Classified Salaries</td>
<td>10,988,481</td>
<td>0</td>
<td>5,188,979</td>
<td>5,799,502</td>
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<tr>
<td>Employee Benefits</td>
<td>10,172,712</td>
<td>0</td>
<td>5,294,325</td>
<td>4,878,387</td>
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<tr>
<td>Books &amp; Supplies</td>
<td>1,375,211</td>
<td>140,275</td>
<td>423,740</td>
<td>811,196</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>7,722,502</td>
<td>422,256</td>
<td>2,689,542</td>
<td>4,610,704</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>915,604</td>
<td>73,089</td>
<td>389,932</td>
<td>452,584</td>
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<tr>
<td>Other Outgo**</td>
<td>4,612,422</td>
<td>2,586</td>
<td>3,922</td>
<td>4,605,915</td>
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<tr>
<td>Total</td>
<td>56,733,848</td>
<td>638,206</td>
<td>24,003,525</td>
<td>32,092,117</td>
</tr>
</tbody>
</table>

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

** Includes financial aid awards and inter-fund transfers.
New courses are developed by faculty at the discipline level. They are proposed to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board Policy 2.0001 and 2.0001 DP.1.

The Academic Program will offer the following new credit courses. The courses are recommended by the appropriate academic departments, the Curriculum Committee, and the Vice President of Student Learning. The proposed new courses may be categorized as follows:

**Liberal Arts and Sciences**

Courses of freshman and sophomore level in the area of liberal arts and sciences transfer education.

**BIOL 251** Biological Psychology

The study of the human nervous and endocrine systems as they relate to psychological topics including consciousness, cognition, drugs, learning, language, sexuality, dreams, and health.

**DENT 101** Introduction to Dental Sterilization

This course will provide entry-level knowledge of dental disinfection and sterilization procedures as required by OSHA and the State Board of Dental Examiners. Basic dental terminology, instrument processing and dental charting will also be covered.

**DENT 101L** Introduction to Dental Sterilization Lab

This lab course will provide hands-on training in dental disinfection and sterilization as required by OSHA and the State Board of Dental Examiners. The basics of dental charting will also be covered.
Liberal Arts and Sciences – Continued

ECE 116 Observation and Assessment

This course explores an array of child observation and study methods and provides theoretical framework for understanding the connection between effective observations, curriculum planning and child guidance in early childhood education and care settings.

ENGG 220L Electric Circuits Lab

This course provides students with an introduction to electric measurements and laboratory instrumentation, as well as a practical verification of electrical circuit theory.

POLS 210 War, Peace, and the United Nations

This is a study in international politics and power with a focus on the role of the United Nations and other international organizations in current news.

New Vocational/Professional Offerings

Courses designed to assist students in learning new skills using advanced technical equipment and approaches.

ELND 100 Introductory Design Principles for Sustainable Gardening and Landscaping

This course introduces principles to design and install sustainable gardens and landscapes.

ELND 160 Soils: Ecology and Management

This class explores how soil forms and develops its physical and biological components and their interrelationships.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed new credit courses.
Administrator Initiating Item

Anita Martinez, Vice President of Student Learning
BACKGROUND:

Revised courses are developed by faculty at the discipline level. Revisions are proposed by departments to the Curriculum Committee, a standing committee of the Academic Senate. Courses are reviewed and approved according to Board Policy 2.0001 and 2.0001 DP.1.

The following course revisions are recommended by appropriate academic departments, the Curriculum Committee, and the Vice President of Student Learning.

ACRT 95  
Applied Automotive Math  
Revise catalog description, schedule description, and course content.

ACRT 167  
Joining and Fastening Process  
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes and course content.

ACRT 169  
Metalworking and Fundamentals  
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes and course content.

ACRT 171  
Dent and Damage Repair  
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes and course content.

ACRT 176  
Intro to Plastics for Automotive Body Repair  
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes and course content.
Credit Course Revisions – Continued

ACRT 177
Maintenance and Detailing
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, course content, schedule description, and student outcomes.

ACRT 178
Intro to Welding for Automotive Body Repair
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, course content, schedule description, and student outcomes.

ACRT 180
Panel Replacement
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, course content, schedule description, and student outcomes.

ACRT 225
Automotive Careers and Customer Relations
Revise catalog description, course content, schedule description, and student outcomes.

ACRT 273
Painting and Refinishing
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, course content, schedule description, and student outcomes.

ACRT 274
Painting and Refinishing – Urethanes, Polyurethanes
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, course content, schedule description, and student outcomes.

AUTO 95
Applied Automotive Math
Revise catalog description, schedule description, and course content.

AUTO 110
Introduction to Automotive Maintenance
Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.

AUTO 111
Automotive Maintenance
Change Primary Method of Instruction from Lecture/Lab to
Credit Course Revisions – Continued

Intermediate

Lecture/Practicum. Revise catalog description, schedule description, student outcomes, course content and texts/assigned reading.

AUTO 112
Automotive Engines

Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes, method of instruction, course content and texts/assigned reading.

AUTO 113
Specialized Electronic Training

Revise catalog description, schedule description, student outcomes, method of instruction, course content and texts/assigned reading.

AUTO 114
Automotive Basic Fuel Systems

Revise catalog description, schedule description, student outcomes, method of instruction, course content and texts/assigned reading.

AUTO 116
Automotive Electrical Systems

Revise catalog description, schedule description, student outcomes, method of instruction, course content and texts/assigned reading.

AUTO 118
Brakes, Alignment and Suspension

Change Primary Method of Instruction from Lecture/Lab to Lecture/Practicum. Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.

AUTO 225
Automotive Careers and Customer Relations

Revise catalog description, schedule description, student outcomes, and course content.

AUTO 228
Automotive Computer Controls

Revise catalog description, schedule description, student outcomes, and course content.

AUTO 229
Automotive Systems,

Change Primary Method of Instruction from Lecture/Lab to
**Credit Course Revisions** – Continued

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTO 232</td>
<td>Automatic Transmissions/Transaxles</td>
<td>Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.</td>
</tr>
<tr>
<td>AUTO 233</td>
<td>Manual Drivetrains and Transaxles</td>
<td>Revise catalog description, schedule description, student outcomes, course content and texts/assigned reading.</td>
</tr>
<tr>
<td>AUTO 235</td>
<td>Automotive Air Conditioning</td>
<td>Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.</td>
</tr>
<tr>
<td>AUTO 238</td>
<td>Basic Area Clean Air Car Course</td>
<td>Revise catalog description, schedule description, student outcomes, course content and texts/assigned reading.</td>
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<tr>
<td>AUTO 240</td>
<td>Enhanced Area Clean Air Car Course</td>
<td>Revise catalog description, schedule description and student outcomes.</td>
</tr>
<tr>
<td>AUTO 275</td>
<td>Automotive Brake Systems</td>
<td>Revise catalog description, schedule description, student outcomes, course content and texts/assigned reading.</td>
</tr>
<tr>
<td>AUTO 277</td>
<td>Alignment and Suspension</td>
<td>Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.</td>
</tr>
<tr>
<td>AUTO 281</td>
<td>Electrical and Electronic Systems Training (A6 Alternative)</td>
<td>Revise course content.</td>
</tr>
<tr>
<td>AUTO 283</td>
<td>Engine Performance and</td>
<td>Revise course content.</td>
</tr>
</tbody>
</table>
Credit Course Revisions – Continued

Diagnosis (A8 Alternative)

AUTO 285
Advanced Engine Performance/Emissions (L1 Alternative)

Revise course content.

BIOL 251
Biological Psychology

Change course title from “The Brain: Mind and Body” to “Biological Psychology.” Revise catalog description, schedule description, student outcomes, methods of instruction, course content, critical thinking, methods of evaluation and texts/assigned reading.

BUS 141
Intermediate Business English

Change prerequisite from BUS 97 to ENGL 98A and ENGL 98B. Revise catalog description, schedule description and texts/assigned reading.

BUS 144
Business Communication (Distance Learning/Internet)

Change advisory from BUS 141 to ENGL 79. Revise catalog description, schedule description, methods of instruction and texts/assigned reading.

COUR 165
Legal Terminology

Revise catalog description, schedule description, methods of instruction and texts/assigned reading.

COUR 166
Law Library Skills

Update for Curriculum Review

COUR 167
Procedures and Ethics for the Court/Deposition/CART Reporter

Change course title from “Procedures and Ethics for the Court/Deposition Reporter” to “Procedures and Ethics for the Court/Deposition/CART Reporter”. Revise catalog description course content, and schedule description.

COUR 169A
Computer-Aided Transcription

Revise catalog description, course content, schedule description, student outcomes, and texts/assigned reading.

COUR 169B
Credit Course Revisions – Continued

Transcript Preparation/Formatting
Revise catalog description, schedule description, critical thinking, student outcomes, and texts/assigned reading.

COUR 169C
Rapid Data Entry
Change prerequisite from COUR 169A to COUR 110 and COUR 169A. Revise schedule description.

COUR 169D
Stenocaptioning I
Change prerequisite from COUR 169A and COUR 169C to COUR 169A or COUR 169C. Revise catalog description and schedule description.

COUR 170
Microtranscription
Update for Curriculum Review.

COUR 282A
Certified Shorthand Reporter/Registered Professional Reporter Exam Preparation - Legal
Change course number from COUR 282 to COUR 282A. Change course title from “Certified Shorthand Reporter/Registered Professional Reporter Exam Preparation” to “Certified Shorthand Reporter/Registered Professional Reporter Exam Preparation – Legal”. Change prerequisite from COUR 175 and 175L to None. Revise catalog description, course content, schedule description, student outcomes, and texts/assigned reading.

COUR 282B
Certified Shorthand Reporter/Registered Professional Reporter Exam Preparation – Test Strategy and Specialized Terminologies
Change course number from COUR 282 to COUR 282B. Change course title from “Certified Shorthand Reporter/Registered Professional Reporter Exam Preparation” to “Certified Shorthand Reporter/Registered Professional Reporter Exam Preparation – Test Strategy and Specialized Terminologies.” Change prerequisite from COUR 175 and 175L to None. Revise catalog description, course content, schedule description, student outcomes, and texts/assigned reading.

DENT 172
Dental Science I
Change prerequisite from Qualify for ENGL 98 or ESL 98 to Eligibility for ENGL 98 or ENGL 98SL. Change corequisite from DENT 176 to None. Revise catalog description, schedule description, and texts/assigned reading.
Credit Course Revisions – Continued

DENT 174
Dental Materials Application
Change prerequisite from DENT 176 and proof of completion of ENGL 98 or ESL 98 to DENT 176 may be taken concurrently. Eligibility for ENGL 98 or ENGL 98SL. Revise catalog description, schedule description, and texts/assigned reading.

DENT 174L
Dental Materials Application Lab
Change prerequisite from DENT 176 to Eligibility for ENGL 98 or ENGL 98SL, DENT 176 may be taken concurrently. Revise catalog description, schedule description, and texts/assigned reading.

DENT 176
Dental Morphology, Histology and Recordings
Change prerequisite from Qualify for ENGL 98 or ESL 98 to Eligibility for ENGL 98 or ENGL 98SL. Revise catalog description, schedule description, and texts/assigned reading.

DENT 176L
Dental Morphology, Histology And Recordings Lab
Change prerequisite from Qualify for English 98 or ESL 98 to Eligibility for ENGL 98 or ENGL 98SL. Revise catalog description, schedule description, and texts/assigned reading.

DENT 180
Chairside I Lecture
Change prerequisite from DENT 176 to Eligibility for ENGL 98/ENGL 98SL, DENT 176 may be taken concurrently. Revise catalog description, schedule description, and texts/assigned reading.

DENT 180L
Chairside I – Lab
Change prerequisite from DENT 176 to Eligibility for ENGL 98/ENGL 98 SL, DENT 176 may be taken concurrently.

DENT 182
Dental Radiology Lecture
Change prerequisite from DENT 176 to Eligibility for ENGL 98 or ENGL 98 SL, DENT 176 may be taken concurrently. Revise catalog description, schedule description, and texts/assigned reading.

DENT 182L
Dental Radiology Lab
Change prerequisite from DENT 176 to Eligibility for ENGL 98 or ENGL 98SL, DENT 176 may be taken concurrently.
**Credit Course Revisions** – Continued

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>DENT 184</td>
<td>Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Chairside Procedures II</td>
<td>Change prerequisite from DENT 176 to DENT 180. Revise catalog description and schedule description.</td>
</tr>
<tr>
<td>DENT 184L</td>
<td>Change prerequisite from DENT 176 to DENT 176 and DENT 180. Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Chairside Procedures II Lab</td>
<td></td>
</tr>
<tr>
<td>DENT 186</td>
<td>Change prerequisite from DENT 176 to DENT 182 and 18 years older or older. Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Clinical Dental Radiology</td>
<td></td>
</tr>
<tr>
<td>DENT 186L</td>
<td>Change prerequisite from DENT 176 to DENT 182 and 18 years old or older. Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Clinical Dental Radiology Lab</td>
<td></td>
</tr>
<tr>
<td>DENT 187</td>
<td>Change prerequisite from DENT 176 to DENT 174, 180 and 182. Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Clinical/Technique Practicum</td>
<td></td>
</tr>
<tr>
<td>DENT 188</td>
<td>Change prerequisite from DENT 176 to DENT 174, DENT 180 Current CPR, Hepatitis B &amp; Tetanus vaccines, TB testing. Revise catalog description, course content, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Clinical Applications: Chairside</td>
<td></td>
</tr>
<tr>
<td>Operative Procedures Chairside</td>
<td></td>
</tr>
<tr>
<td>DENT 190</td>
<td>Change prerequisite from DENT 176 to High School diploma or equivalency. Change advisory from none to Eligibility for ENGL 98 or ENGL 98SL. Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Dental Practice Management and Economics</td>
<td></td>
</tr>
<tr>
<td>DENT 190L</td>
<td>Change prerequisite from DENT 176 to High School diploma or equivalency. Change advisory from none to Eligibility for ENGL 98 or ENGL 98SL. Revise catalog description, schedule description, and texts/assigned reading.</td>
</tr>
<tr>
<td>Dental Practice Management and Economics</td>
<td></td>
</tr>
</tbody>
</table>
**Credit Course Revisions** – Continued

- **ECE 101**  
  Introduction to Child Development  
  Revise catalog description, course content, schedule description and student outcomes.

- **ECE 110**  
  Child Development  
  Revise catalog description, course content, schedule description, and student outcomes.

- **ECE 112**  
  Child, Family, and Community  
  Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

- **ECE 114**  
  Introduction to Early Childhood Education  
  Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, and texts/assigned reading.

- **ECE 115**  
  Introduction to Early Childhood Curriculum  
  Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

- **ECE 131**  
  Health, Safety, and Nutrition Practices for Young Children  
  Change course number from ECE 131C to ECE 131.  
  Revise catalog description, course content, schedule description, student outcomes, and texts/assigned reading.

- **ECE 208**  
  Exploring Cultural Diversity in the Early Childhood Classroom  
  Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, and texts/assigned reading.

- **ECE 261**  
  ECE Conference Course  
  Change course title from “One Day Conference Course” to “ECE Conference Course”.  
  Revise catalog description and schedule description.

- **ECON 101**
**Credit Course Revisions – Continued**

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principles of Macroeconomics</td>
<td>Revise student outcomes, methods of instruction, course content, critical thinking, methods of evaluation and texts/assigned reading.</td>
</tr>
<tr>
<td>ECON 102</td>
<td>Principles of Microeconomics</td>
</tr>
<tr>
<td>ECON 125</td>
<td>Research Methods and Term Papers in Economics</td>
</tr>
<tr>
<td>ELND 262B</td>
<td>Environmental Maintenance Practices</td>
</tr>
<tr>
<td>ETST 121</td>
<td>History of Latinos (as) in the United States</td>
</tr>
<tr>
<td>ETST 125</td>
<td>Research Methods and Term Papers in Ethnic Studies</td>
</tr>
<tr>
<td>ETST 151</td>
<td>Native American History</td>
</tr>
<tr>
<td>ETST 242</td>
<td>History and Politics of</td>
</tr>
</tbody>
</table>
Credit Course Revisions – Continued

Contemporary Africa

to “History and Politics of Contemporary Africa.” Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, texts/assigned reading.

GEOG 102
The Human Environment

Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

HIST 101
World History I: Origins of the Major Traditions

Revise catalog description, schedule description, student outcomes, methods of instruction, course content, critical thinking, methods of evaluation and texts/assigned reading.

HIST 103
Science, Technology, and Civilization

Revise texts/assigned reading.

HIST 110
Western Civilization I: to 1350

Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.

HIST 111
Western Civilization II: 1350-1815

Revise student outcomes, methods of instruction, course content and texts/assigned reading.

HIST 112
Western Civilization III: The 19th and 20th Centuries

Revise catalog description, schedule description, student outcomes, methods of instruction, course content and texts/assigned reading.

HIST 117
History of the United States I

Revise methods of instruction, course content and texts/assigned reading.

HIST 118
History of the United States II

Change Primary Method of Instruction from Lecture and classroom discussion to lecture and classroom discussion, in-class presentations, and group activities. Revise catalog description, schedule description, student outcomes, method of
Credit Course Revisions – Continued

HIST 206  
History of Russia  
Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, and texts/assigned reading.

HIST 238  
History of Africa  
Revise catalog description, course content, schedule description, critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

N E 103  
Open Skills Laboratory (1st year of RN Program)  
Change times taken from 1 to 3. Revise catalog description.

N E 205  
Open Skills Laboratory (2nd year of RN Program)  
Change times taken from 1 to 3. Revise catalog description.

N E 220A  
Pharmacology in Nursing  
Change requirement from “for nursing students enrolled in RN program, students must be in good standing” to “must be enrolled in College of Marin RN program.”

N E 220B  
Pharmacology in Nursing  
Change requirement from “for nursing students enrolled in RN program, students must be in good standing” to “must be enrolled in College of Marin RN program.”

P E 121  
Personal Trainer Certification Course  
Revise catalog description, schedule description and course content.

POLS 100  
American Political Institutions  
Revise critical thinking, student outcomes, methods of evaluation, methods of instruction, and texts/assigned reading.

POLS 101  
Introduction to the Government of the United
### Credit Course Revisions – Continued

<table>
<thead>
<tr>
<th>Course</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>States</td>
<td>assigned reading.</td>
</tr>
<tr>
<td>POLS 102</td>
<td>Comparative Political Systems</td>
</tr>
<tr>
<td>POLS 103</td>
<td>Political Theory</td>
</tr>
<tr>
<td>POLS 104</td>
<td>International Relations</td>
</tr>
<tr>
<td>PSY 251</td>
<td>Biological Psychology</td>
</tr>
<tr>
<td>SSC 115</td>
<td>Leadership and Governance</td>
</tr>
</tbody>
</table>

### RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the proposed credit course revisions.

**Administrator Initiating Item**

Anita Martinez, Vice President of Student Learning
BACKGROUND:

Credit courses are recommended for deletion status by the faculty at the discipline level. These deletions are proposed by the academic departments to the Curriculum Committee, a standing committee of the Academic Senate. Deletions are reviewed and approved according to Board Policy 2.0001 and 2.000 DP.1.

The following courses are recommended for deletion by the Curriculum Committee from the College of Marin credit curriculum. These courses have not been taught for a period of time or have been replaced by other courses more relevant to student needs.

DELETIONS

<table>
<thead>
<tr>
<th>Course</th>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACRT</td>
<td>279</td>
<td>Frame Straightening and Repair</td>
</tr>
<tr>
<td>AUTO</td>
<td>139F</td>
<td>BAR 2007 Smog Check Technician Update Training Course</td>
</tr>
<tr>
<td>AUTO</td>
<td>276</td>
<td>Automatic Transmission Repair</td>
</tr>
<tr>
<td>BIOL</td>
<td>165LA</td>
<td>Introduction to Insect Biodiversity</td>
</tr>
<tr>
<td>BIOL</td>
<td>165LB</td>
<td>Biodiversity of Crickets, Scales and Hoppers</td>
</tr>
<tr>
<td>BIOL</td>
<td>165LC</td>
<td>Biodiversity of Beetles, Lacewings, Antlions, Fleas and Flies</td>
</tr>
<tr>
<td>BIOL</td>
<td>165LD</td>
<td>Biodiversity of Butterflies, Moths, Caddis Flies, Wasps, Bees and Ants</td>
</tr>
<tr>
<td>ECE</td>
<td>131A</td>
<td>Health, Safety and Nutrition Practices for Young Children</td>
</tr>
<tr>
<td>ECE</td>
<td>131B</td>
<td>Health, Safety and Nutrition Practices for Young Children</td>
</tr>
<tr>
<td>ECE</td>
<td>219</td>
<td>Creating Quality Programs for Infants and Toddlers</td>
</tr>
<tr>
<td>EDUC</td>
<td>113</td>
<td>Instructional Design</td>
</tr>
</tbody>
</table>
**DELETIONS - Continued**

<table>
<thead>
<tr>
<th>Code</th>
<th>Course Number</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDUC</td>
<td>122</td>
<td>Understanding Literacy and Creating Effective Learning Environments</td>
</tr>
<tr>
<td>EDUC</td>
<td>222</td>
<td>Designing and Assessing Learning Experiences for All Students</td>
</tr>
<tr>
<td>HIST</td>
<td>119</td>
<td>Europe, the Mighty Continent (Distance Learning/Videocassette)</td>
</tr>
<tr>
<td>HIST</td>
<td>120</td>
<td>Europe in Perspective</td>
</tr>
<tr>
<td>HIST</td>
<td>122</td>
<td>The West and the World</td>
</tr>
<tr>
<td>HIST</td>
<td>124</td>
<td>Civilization (Distance Learning/Videocassette)</td>
</tr>
<tr>
<td>HIST</td>
<td>226</td>
<td>Jewish History</td>
</tr>
<tr>
<td>N E</td>
<td>204</td>
<td>Nursing Skills Laboratory</td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the proposed credit course deletions.

<table>
<thead>
<tr>
<th>Administrator Initiating Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anita Martinez, Vice President of Student Learning</td>
</tr>
</tbody>
</table>
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Less Than 18 Unit Credit Certificate

Reason for Board Consideration: APPROVAL

Date: February 19, 2008

Item & File No. C.11.L

BACKGROUND:

California Community Colleges may now issue credit certificates for fewer than 18 units per revised Title 5 regulations. Locally approved less than 18 unit certificate programs may be part of a “ladder” of skills, beginning with job entry skills and leading to a full Career Certificate Program or may constitute a skill set that enables a student to upgrade or advance in an existing career. These programs are shorter in duration and narrower in scope than the Career Certificate. Less than 18 unit credit certificates may be advertised in college publications but only the Career Certificate may be advertised as providing full preparation for employment in a career.

The following less than 18 unit credit certificate is recommended by credit departments and reviewed and approved by the Curriculum Committee for consistency with college mission, meeting a demonstrated need, and feasibility. The certificate is now being recommended for local board approval.

**New Multimedia Local (Skill) Certificate  9.0 UNITS**

**Multimedia Digital Printing Skill Certificate**

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>MMST 123</td>
<td>Intro to Multimedia Design</td>
<td>3.0</td>
</tr>
<tr>
<td></td>
<td><em>(Advised Prerequisite ART 112)</em></td>
<td></td>
</tr>
<tr>
<td>MMST 150</td>
<td>Digital Imaging Techniques with Photoshop</td>
<td>3.0</td>
</tr>
<tr>
<td></td>
<td><em>(Advised Prerequisite MMST 123)</em></td>
<td></td>
</tr>
<tr>
<td>MMST 160</td>
<td>Digital Image Calibration and Printing</td>
<td>3.0</td>
</tr>
<tr>
<td></td>
<td><em>(Prerequisite MMST 150)</em></td>
<td></td>
</tr>
</tbody>
</table>

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the proposed less than 18 unit credit certificate.

Administrator Initiating Item

Anita Martinez, Vice President of Student Learning
## BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>February 19, 2008</td>
</tr>
<tr>
<td>Subject:</td>
<td>Agreement with Perry-Smith LLP</td>
<td>Item &amp; File No. C.11.M</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s): Proposal</td>
</tr>
<tr>
<td></td>
<td>Measure C Bond Program Audit for July – December 2007</td>
<td></td>
</tr>
</tbody>
</table>

## BACKGROUND:

The auditing firm of Perry-Smith, LLP has provided audit services for the District since 2003/04. While the District is in the process of soliciting Requests for Proposals for audit services for 2007/08, it is necessary to complete the 6-month audit review of the Measure C Program Funds for the period July 1, 2007 through December 31, 2007. These audit services must be completed in a timely manner for submittal to the Citizens’ Oversight Committee.

The District has contacted Perry-Smith to determine whether they were interested in completing these services, and Perry-Smith has submitted the attached proposal.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into agreement with Perry-Smith, LLP to complete the audit services for the Measure C Bond Program for the period July 1, 2007 – December 31, 2007 at a cost not to exceed $6,000.
February 7, 2008

Mr. Albert Harrison
Vice President College Operations
Marin Community College District
1800 Ignacio Blvd., Building 9
Novato, California 94949

Dear Mr. Harrison:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide to Marin Community College District (the "District") and the Independent Citizens' Bond Oversight Committee for the Measure C General Obligation Bonds (the "Committee").

This engagement is solely to assist the Committee in evaluating District management's assertions concerning the expenditure of Measure C General Obligation Bond funds. Our engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified user of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed.

Our engagement will be designed to perform the following agreed-upon procedures:

- Provide a reconciliation of Bond fund proceeds, detailing Bond revenues, expenditures and balances remaining at December 31, 2007.

- Select a sample of 50 expenditures identified by the District as Bond expenditures at December 31, 2007. Verify that the expenditures represent valid expenditures, are properly charged to the location indicated, are properly coded as to the nature of the expenditure (account classification), and represent school improvements, not District salaries or administration.
Our engagement is limited in scope and will be confined to our agreed-upon procedures. We will not be conducting an audit or review of the financial statements of Marin Community College District, therefore, we will not express an opinion or any other form of assurance on them.

At the end of our engagement, we will present the results of applying the agreed-upon procedures in the form of our findings in a report. Our accountant's report should be used only for the intent of the original users of this report. Using this report for anything other than the original intent of the agreed-upon procedures could mislead the readers. You must notify us if the original users of the report change.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, that may exist. However, we will inform you of any such matters that come to our attention.

Our professional fees for these services will not exceed $6,000, plus reasonable and necessary out of pocket expenses. The fee estimate is based on anticipated cooperation from Marin Community College District personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any dispute arises among the parties hereto, Marin Community College District and Perry-Smith LLP agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Marin Community College District and Perry-Smith LLP both agree that any dispute over fees charged for professional services provided will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead, we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.
We appreciate the opportunity to assist you and believe this letter accurately summarizes the
significant terms of our engagement. If you have any questions, please let us know. If you agree with
the terms of our engagement as described in this letter, please sign the enclosed copy and return it to
us. If the need for additional services arises, our agreement with you will need to be revised. It is
customary for us to enumerate these revisions in an addendum to this letter. If additional specified
users of the report are added, we will require that they acknowledge in writing their responsibility for
the sufficiency of procedures.

Very truly yours,

Perry-Smith LLP

RESPONSE:

The terms of this letter correctly set forth
our understanding of the professional services
to be provided by Perry-Smith LLP to Marin
Community College District.

By: ______________________________

Title: _____________________________

Date: _____________________________
**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>February 19, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.N.1(a)</td>
<td></td>
</tr>
</tbody>
</table>
| Subject:        | Fire Mitigation Project (418A) & Shade & Greenhouse Structures Project (850C)  
Arborist Services  
Moritz Arboricultural Consulting |
| Reason for Board Consideration: |                     | Enclosure(s): |                   |

**RATIFICATION**  
Pre-Approved SF PSA

**BACKGROUND:**

On November 7, 2007 the Board of Trustees approved a short form professional services agreement for Moritz Arboricultural Consulting.

The Board is now asked to ratify this short form professional services agreement for Moritz Arboricultural Consulting in the amount of $3,462.

**FISCAL IMPACT:**

This short form professional services agreement in the amount of $3,462 will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Moritz Arboricultural Consulting in the amount of **$3,462** for arborist services for the Fire Mitigation Project (418A) and the Shade & Greenhouse Structures Project (850C).
CONSULTANT:
Moritz Arboricultural Consulting
3000 Bridgeway, Suite 207, Sausalito, CA 94965
(415) 331-2306 phone (415) 331-2305 fax

November 7, 2007

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

Fire Mitigation Project (418A)
Task 1: Warranty Walk-through complete by October 12, 2007
Task 2: Follow up Warranty Walk with Treemasters and District Landscape Manager complete by November 14, 2007
Task 3: Consult and report on the installation of the new fire gate requested by Novato Fire on north ridge; site meeting with Novato Fire, SMC Project Manager and District Landscape Manager –
Total for Project 418A tasks = $2,203.04

Shade & Greenhouse Structures Project (850C)
Task 1: Tree evaluation for Shade & Greenhouse Structure project complete by December 15, 2007
Total for Project 850C task = $1,258.96

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Agreement is $3,462 inclusive of reimbursable expenses to be paid as lump sum with progress payments, with a guaranteed not to exceed price of $3,462.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by November 8, 2007 and complete the Services by December 31, 2007.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant'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:**
  Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

- **By overnight and express delivery services:**
  Marin Community College District  
c/o Swinerton Management & Consulting  
835 College Avenue, Building MS-3  
Kentfield, CA 94904

(4) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(5) Consultant must comply with Appendix A.

(6) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(7) This instrument is void to the extent it requires payment by the District of more than $3,462

CONSULTANT

[Signature]

Name

Title

Date

MARIN COMMUNITY COLLEGE DISTRICT

[Signature]

Al Harrison  
Vice President College Operations

Date

11/25
1. **Agreement Force and Effect.** District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. **Performance of Services/No Assignment.** Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services (“Services”) under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

3. **Records and Payment Requests.** Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. **Independent Contractor.** Consultant is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant’s provision of Services not the means, methods, or scheduling of the Consultant’s work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District’s responsibility.

5. **Indemnity/Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnitees”), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant’s negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant’s performance of this Agreement, Consultant’s provision of Services, or Consultant’s activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee’s reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitee’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflicts of Interest.** Consultant represents and warrants 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 work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant 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 District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflicts of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Consistent with Education Code Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant 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 Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant 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. Consultant 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 Consultant, then the District agrees to require the new consultant 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 Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. **Non-Discrimination Policy.** Consultant 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 or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and 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. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of false information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. 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 strict performance of any provision of this Agreement, 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 provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. 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. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant's work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
BACKGROUND:

On November 7, 2007 the Board of Trustees approved a short form professional services agreement for GeoTech Utility Locating LLC.

The Board is now asked to ratify this short form professional services agreement for GeoTech Utility Locating LLC in the amount of $22,910.

FISCAL IMPACT:

This short form professional services agreement in the amount of $22,910 will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the short form professional services agreement for GeoTech Utility Locating in the amount of $22,910 for underground utility locating services for the PE Complex Portables Project (850F) and the Geothermal Fields KTD & IVC Projects (305B & 417B).
I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

1. **Task 1: PE Complex Portables Project (850F)**
   Locate underground utilities using electromagnetic field induction inside parking lot 11 and the north side of the PE Building. Utilities to be located include metallic utilities, i.e. telephone (except fiber optic), electric, gas and water, minimum 4 inch access will be located by inserting a transmitter. Utilities will be marked with spray paint on the ground and findings will be plotted onto a drawing, by layers, in the AutoCAD format. **$5,630**

2. **Task 2: Geothermal Field KTD Project (305B)**
   Locate underground utilities using electromagnetic field induction inside the 3 parking lot locations (parking lots 6, 7 and 9) on the Kentfield Campus. Utilities to be located include metallic utilities, i.e. telephone (except fiber optic), electric, gas and water, minimum 4 inch access will be located by inserting a transmitter. Utilities will be marked with spray paint on the ground and findings will be plotted onto a drawing, by layers, in the AutoCAD format. **$12,960**

3. **Task 3: Geothermal Field IVC Project (417B)**
   Locate underground utilities using electromagnetic field induction inside parking lots 1 and 2 on the Indian Valley Campus. Utilities to be located include metallic utilities, i.e. telephone (except fiber optic), electric, gas and water, minimum 4 inch access will be located by inserting a transmitter. Utilities will be marked with spray paint on the ground and findings will be plotted onto a drawing, by layers, in the AutoCAD format. **$4,320**

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is **$22,910** inclusive of reimbursable expenses to be paid as lump sum with progress payments, with a guaranteed not to exceed price of **$22,910**.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by **November 8, 2007** and complete the Services by **January 31, 2008**.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant’s invoice number, and project name must appear on all invoices and correspondence. Send invoices, in duplicate, immediately upon performance to:

<table>
<thead>
<tr>
<th>By U.S. Postal Service:</th>
<th>By overnight and express delivery services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marin Community College District</td>
<td>Marin Community College District</td>
</tr>
<tr>
<td>c/o Swinerton Management &amp; Consulting</td>
<td>c/o Swinerton Management &amp; Consulting</td>
</tr>
<tr>
<td>P.O. Box 144003</td>
<td>835 College Avenue, Building MS-3</td>
</tr>
<tr>
<td>Kentfield, CA 94914</td>
<td>Kentfield, CA 94904</td>
</tr>
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</table>

(4) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(5) Consultant must comply with Appendix A.

(6) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(7) This instrument is void to the extent it requires payment by the District of more than $22,910

CONSULTANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Al Harrison</td>
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<td>Vice President College Operations</td>
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MARIN COMMUNITY COLLEGE DISTRICT

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GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

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5. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "Indemnities"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnitees, from and against all claims, suits, actions, liability, damages, expenses or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee's reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. Conflict of Interest. Consultant represents and warrants 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 work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant 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 District, as determined in the reasonable judgment of District.

7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. Ownership of Results. Consistent with Education Code Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"); in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant 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 Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant 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. Consultant 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 Consultant, then the District agrees to require the new consultant 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 Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. Non-Discrimination Policy. Consultant 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 or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and 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. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. 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 strict performance of any provision of this Agreement, 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 provision hereof.

11. Execution; Venue; Limitations. This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. 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. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
Appendix A to Professional Services Agreement

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated November 7, 2007 between the Marin Community College District (the “District”), and GeoTech Utility Locating (Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant 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 Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant 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 $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 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. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant 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 $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Consultant'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, and there shall be a waiver of subrogation as to each named and additional 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 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 Consultant'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 Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

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 Certificate and Endorsement to:

Copy by fax to:
Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX A
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Performing Arts Modernization Project (306A)
Sensible Environmental Solutions, Inc.

Reason for Board Consideration:

RATIFICATION

Enclosure(s):

Pre-Approved SF PSA

BACKGROUND:

On October 9, 2007 the Board of Trustees approved a short form professional services agreement for 
Sensible Environmental Solutions, Inc.

The Board is now asked to ratify this short form professional services agreement for Sensible 
Environmental Solutions, Inc. in the amount of $15,000.

FISCAL IMPACT:

This short form professional services agreement in the amount of $15,000 will be paid from Measure C 
bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the short form professional services 
agreement for Sensible Environmental Solutions, Inc. in the amount of $15,000 for testing and inspection 
services for the Performing Arts Modernization Project (306A).

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
I. SCOPE OF THE SERVICES

The Services to be rendered (“Services”) consist of:

1. Provide environmental services to coordinate Architect’s Design Effort (PA Modernization Project # 306A) during DD and CD with necessary abatement activities. Establish through supplemental testing the impact of abatement activities in the ceiling cavities on the scope of work. Develop design documents for abatement and monitoring activities during construction. Provide an estimate for abatement activities that will become part of the Architect’s estimate of probable construction cost.

2. The Consultant shall record meeting notes for all meetings Consultant 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, Consultant 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. 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.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $15,000.00 inclusive of reimbursable expenses to be paid as: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ☒ X per attached schedule of rates and charges, with a guaranteed not to exceed price of $15,000.00.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by October 10, 2007 and complete the Services by September 30, 2008.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant’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:**
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

**By overnight and express delivery services:**
Marin Community College District  
c/o Swinerton Management & Consulting  
835 College Avenue, Building MS-3  
Kentfield, CA 94904

(3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(4) Consultant must comply with **Appendix A**.

(5) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(6) This instrument is void to the extent it requires payment by the District of more than **$15,000.00**

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**CONSULTANT**

**MARIN COMMUNITY COLLEGE DISTRICT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Mitchell M. Edwards</th>
<th>Date</th>
<th>Name:</th>
<th>Al Harrison</th>
<th>Date</th>
<th>Title</th>
<th>Vice President College Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Secretary</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

5. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "Indemnities"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnities, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee's reasonable approval. Notwithstanding any provision of this Agreement, the Indemnities shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnites' rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants 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 work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant 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 District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Consistent with Education Code Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants") in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant 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 Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant 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. Consultant 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 Consultant, then the District agrees to require the new consultant 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 Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. **Non-Discrimination Policy.** Consultant 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 or veteran’s status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and 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. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Agreement. 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 strict performance of any provision of this Agreement, 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 provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. 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. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
Appendix A to Professional Services Agreement

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated October 9, 2007 between the Marin Community College District (the "District"), and Sensible Environmental Solutions, Inc. ("Consultant") providing for professional services.

1. Consultant's Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant 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 Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant 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 $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 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. Consultant's Worker's Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant 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 $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Consultant’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, and there shall be a waiver of subrogation as to each named and additional 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 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 Consultant’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 Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

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 Certificate and Endorsement to:

Copy by fax to:
Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX A
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>February 19, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td></td>
<td>Item &amp; File No. C.11.N.1(d)</td>
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<td>Subject:</td>
<td>PE Complex Portables Project (850F)Nor-Cal Moving Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td>Pre-Approved SF PSA</td>
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</table>

**RATIFICATION**

**BACKGROUND:**

On December 11, 2007 the Board of Trustees approved a short form professional services agreement for Nor-Cal Moving Services.

The Board is now asked to ratify this short form professional services agreement for Nor-Cal Moving Services in the amount of $10,195.

**FISCAL IMPACT:**

This short form professional services agreement in the amount of $10,195 will be paid from Measure C bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Nor-Cal Moving Services in the amount of **$10,195** for moving services for the PE Complex Portables Project (850F).
I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

1. PE Complex Portables (850F) relocation services-move item from 700 College Ave to portables onsite, storage onsite and to the Indian Valley Campus in Novato.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $10,195 inclusive of reimbursable expenses to be paid as: ☑ lump sum with progress payments, with a guaranteed not to exceed price of $10,195.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through January 31, 2008.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant’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:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

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Marin Community College District
c/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
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(3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(4) Consultant must comply with Appendix A.

(5) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(6) This instrument is void to the extent it requires payment by the District of more than $10,195.

CONSULTANT

MARIN COMMUNITY COLLEGE DISTRICT

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
<th>Al Harrison</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
<td>Vice President College Operations</td>
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GENERAL TERMS AND CONDITIONS

1. Agreement Force and Effect. District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

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4. Independent Contractor. Consultant is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant’s provision of Services not the means, methods, or scheduling of the Consultant’s work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District’s responsibility.

5. Indemnity/Liability. To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnities”), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant’s negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnities, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant’s performance of this Agreement, Consultant’s provision of Services, or Consultant’s activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee’s reasonable approval. Notwithstanding any provision of this Agreement, the Indemnities shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitee’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants 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 work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant 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 District, as determined in the reasonable judgment of District.

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9. **Non-Discrimination Policy.** Consultant 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 or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and 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. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. 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 strict performance of any provision of this Agreement, 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 provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. 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. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. District Responsibilities. The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the "District"), and Nor-Cal Moving Services ("Consultant") providing for professional services.

1. Consultant's Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant 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 Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant 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 $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 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. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant 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 $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. Insurance terms and conditions:

2.1 Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.

On Consultant’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, and there shall be a waiver of subrogation as to each named and additional 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 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 Consultant’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 Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

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 Certificate and Endorsement to:

Copy by fax to:
Marin Community College District
c/o Swinerton Management & Consulting
phone: 415-884-3139
fax: 415-721-7039

Original by mail to:
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

END OF APPENDIX A
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees                         Date: February 19, 2008
From: Superintendent/President               Item & File No. C.11.N.1(e)
Subject: Shade & Greenhouse Structures Project (850C) Crossroads Relocation Services, Inc.
Reason for Board Consideration:              Enclosure(s):

RATIFICATION Pre-Approved SF PSA

BACKGROUND:

On December 11, 2007 the Board of Trustees approved a short form professional services agreement for Crossroads Relocation Services, Inc.

The Board is now asked to ratify this short form professional services agreement for Crossroads Relocation Services, Inc. in the amount of $3,158.

FISCAL IMPACT:

This short form professional services agreement in the amount of $3,158 will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify the short form professional services agreement for Crossroads Relocation Services, Inc. in the amount of $3,158 for moving services for the Shade & Greenhouse Structures Project (850C).

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
CONSULTANT:
Crossroads Relocation Services, Inc.
38507 Cherry Street # C
Newark, CA 94560
(510) 248-0800 phone / (510) 248-0899 fax

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") consist of:

1. Shade & Greenhouse Structures (850C) Environmental Landscape Program Relocation moving services to move the existing construction lab from the Dance/Landscape Building at Kentfield to Miwok 13, rooms 120 and 121 at the Indian Valley Campus.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $3,158 inclusive of reimbursable expenses to be paid as: ☐lump sum with progress payments, with a guaranteed not to exceed price of $3,158.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by December 12, 2007 through January 18, 2008.
IV. TERMS AND CONDITIONS

(1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

(2) The requisition number, purchase order number, District project number, consultant’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:**
Marin Community College District
C/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

**By overnight and express delivery services:**
Marin Community College District
C/o Swinerton Management & Consulting
835 College Avenue, Building MS-3
Kentfield, CA 94904

(3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District.

(4) Consultant must comply with **Appendix A**.

(5) Consultant has read, negotiated (if desired) and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.

(6) This instrument is void to the extent it requires payment by the District of more than $3,158.

CONSULTANT _______________________________ MARIN COMMUNITY COLLEGE DISTRICT _______________________________

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Al Harrison
Vice President College Operations
GENERAL TERMS AND CONDITIONS

1. **Agreement Force and Effect.** District is not responsible for services rendered without the authority of an Agreement on this form. This Agreement shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase Agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. **Performance of Services/No Assignment.** Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services (“Services”) under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant’s authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant’s obligations under this Agreement.

3. **Records and Payment Requests.** Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant’s work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. **Independent Contractor.** Consultant is an independent Contractor and does not act as District’s agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker’s compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant’s provision of Services not the means, methods, or scheduling of the Consultant’s work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District’s responsibility.

5. **Indemnity/Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together “Indemnities”), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant’s negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, to the extent of its proportionate fault, the Indemnities, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnities may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant’s performance of this Agreement, Consultant’s provision of Services, or Consultant’s activities related thereto. Defense counsel retained under this section shall be subject to the Indemnitee’s reasonable approval. Notwithstanding any provision of this Agreement, the Indemnities shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnites’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. **Conflict of Interest.** Consultant represents and warrants 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 work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant 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 District, as determined in the reasonable judgment of District.

7. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. **Ownership of Results.** Consistent with Education Code Section 17316, any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant 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 Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant 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. Consultant 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 Consultant, then the District agrees to require the new consultant 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 Consultant, and the District releases Consultant and its Subconsultants from liability associated with the reuse of the documents.

9. **Non-Discrimination Policy.** Consultant 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 or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and 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. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District’s convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District’s written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant’s failure to continue work during a dispute shall be a material breach of this Agreement. 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 strict performance of any provision of this Agreement, 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 provision hereof.

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. 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. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

12. **District Responsibilities.** The District shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the consultant’s work. The District shall not significantly increase the budget allocated for the cost of the work without agreement of the consultant.
Appendix A to Professional Services Agreement

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated December 11, 2007 between the Marin Community College District (the “District”), and Crossroads Relocation Services, Inc. (“Consultant”) providing for professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant 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 Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant 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 $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 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. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant 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 $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. **Insurance terms and conditions:**

2.1 **Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.**

On Consultant'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, and there shall be a waiver of subrogation as to each named and additional 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 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 Consultant'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 Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

2.5 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

2.6 If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

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 Certificate and Endorsement to:**

**Copy by fax to:**  
Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-884-3139  
fax: 415-721-7039

**Original by mail to:**  
Marin Community College District  
c/o Swinerton Management & Consulting  
P.O. Box 144003  
Kentfield, CA 94914

END OF APPENDIX A
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: February 19, 2008
Item & File No. C.11.N.1(f)

Subject: PE Complex Portables Project (850F)
On Site Temporary Storage for PE Relocation
Waterfront Container Leasing Co., Inc.

Reason for Board Consideration: Enclosure(s):

RATIFICATION
Pre-Approved Lease Agreement

BACKGROUND:

On December 11, 2007 the Board of Trustees approved a lease agreement with Waterfront Container Leasing Co, Inc. for on-site temporary storage for the PE Complex Alterations project. Five 20 foot dry cargo storage containers will be utilized for approximately 18 months while PE Complex personnel are temporarily moved out of the building during construction. The lease agreement and monthly lease rate shall apply for the duration of the lease period (12 months) and any extensions.

Estimated Lease Agreement $12,668

The Board is now asked to ratify a lease for on-site storage containers.

FISCAL IMPACT:

This lease agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify a lease with Waterfront Container Leasing Co, Inc. (estimated cost $12,668) for the PE Complex Portables project (850F) for temporary on-site storage while personnel in the PE Complex are temporarily relocated during construction.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
DOMESTIC LEASE AGREEMENT

No. DLL0712-005

WATERFRONT CONTAINER LEASING CO., INC.

AND

MARIN COMMUNITY COLLEGE DISTRICT
This is a Domestic Lease Agreement between WATERFRONT CONTAINER LEASING CO., INC. (hereinafter "LESSOR") a California corporation, with offices at 101 The Embarcadero, Suite 200, San Francisco, CA 94105, U.S.A.

And

MARIN COMMUNITY COLLEGE DISTRICT (hereinafter "LESSEE"), with offices at P.O. Box. 144003, Kentfield, CA 94914.

This Agreement shall be effective from December 10th 2007.

The Parties hereby agree as follows:

1) EQUIPMENT COVERED

Five (5) units of 20' Dry Cargo Containers in Storage Grade, Wind & Watertight, with lock-boxes. A modification charge of US$100.00 for each lock-box installed shall apply such charge to be paid in advance.

2) LIMITATION

No Equipment shall be sub-let to a third party except by express consent of Lessor, such consent to be in writing and obtained before an offer is made. In the event that consent is given, such consent does not release Lessee from its obligations to Lessor as set forth in this Agreement and the Terms & Conditions attached hereto as Appendix A.

3) EQUIPMENT UNIT NUMBERS

See Appendix B.

4) LEASE PERIOD

The lease period shall be no less than 366 days from the date the last unit of Equipment is placed on hire to Lessee.

5) LEASE RATE

A monthly lease rate of US$65.00 shall apply for each unit of 20’ Container. The rate shall apply for the duration of the lease period and any extensions thereon.

Lease rate is for equipment only. All operational and maintenance costs shall be for Lessee’s account.

6) SHIPPING & TRUCKING CHARGES

A trucking charge of US$180.00 per container [Oakland to Lessee’s designated location in Kentfield, CA] shall be charged to Lessee’s account, such fee to be paid in advance before delivery of Equipment to Lessee’s designated location. Lessor shall make arrangements for trucking services.
7) ADMINISTRATION FEE
US$25.00 per unit.

8) GATE-OUT HANDLING CHARGES
US$25.00 per unit.

9) GATE-IN HANDLING CHARGES
US$25.00 per unit.

10) DELIVERY LOCATION
Marin Community College District
700 College Avenue
Kentfield, CA 94914

11) BILLING AND PAYMENT
Lessee shall be billed monthly charges in advance. Lessee shall remit payment to Lessor’s designated account by check or wire transfer within thirty (30) days from the date of invoice. Fees to be paid before delivery of Equipment:

- First Month Rental for 5 x 20’ – $65.00 Per Unit [Total: $325.00]
- Installation of 5 lock-boxes – $100.00 Per Unit [Total: $500.00]
- Delivery Charge – $180.00 Per Unit [Total: $900.00]
- Redelivery Charge – $180.00 Per Unit [Total: $900.00]
- Administrative Fee - $25.00 Per Unit [Total: $125.00]
- Gate-Out Charge - $25.00 Per Unit [Total: $125.00]
- Gate-In Charge - $25.00 Per Unit [Total: $125.00]

- 7.75% Kentfield Sales Tax for All Above EXCEPT Administrative Fee

12) BILLING ADDRESS
Marin Community College District
P.O. Box 144003
Kentfield, CA 94914

13) NON-PERFORMANCE
In the event of non-performance in settlement of lease charges, Lessor shall have the right to terminate this Agreement by a thirty (30) day written notice to Lessee, whereupon all outstanding charges payable under this Agreement become immediately payable. Lessor reserves the right to recover all units of equipment at whatever premises upon which they reside at the time of repossession. Such recovery does not release Lessor from any and all obligations as set forth in this Agreement and the Terms & Conditions attached hereto. A late payment penalty of one and one-half percent (1.5%) per month shall be applied to all accounts outstanding after the due date.
14) BUILD-DOWN PERIOD

Not Applicable

15) REDELIVERY

Equipment to be re-delivered to Lessor’s designated CY in Oakland, CA.

Lessor shall charge Lessee a fee of US$180.00 per container to cover re-delivery charges to Lessor’s depot, such fee to be paid in advance before delivery of Equipment to Lessee’s designated location.

16) OFF-HIRE PROCEDURE/DAMAGED EQUIPMENT

No DPP is applicable. Lessee will be responsible for all damages to Equipment with the exception of normal wear & tear. Additionally, floor cleaning, graffiti, contamination, removal of markings and labels, rectification for contamination and improper repairs and total loss or constructive total loss, are for Lessee’s account. Where applicable, damaged Equipment re-delivered to an authorized depot will be off-hired on the date of physical turn-in provided the repair approval is received by Lessor within five (5) working days after Lessee’s receipt of estimate by fax or mail. Repair standards will comply with the then existing “wind and water tight” guidelines. If Lessee does not approve the repairs to Equipment within five (5) working days of receipt of estimate, Lessor reserves the right to approve repair on Lessee’s behalf and invoice Lessee in the same amount as indicated in the repair estimate or actual cost, if this is higher.

17) REPLACEMENT VALUE IN THE EVENT OF LOSS OR TOTAL DAMAGE

In the event of loss or constructive total loss of Equipment through damage during the lease period of this Agreement, Lessee shall pay Lessor a fixed replacement value of US$2,300.00 per unit of 20’ container. Lessor shall under all circumstances remain the owner of Equipment and payment of replacement or casualty value is not deemed a sale of the Equipment. Salvage rights to all equipment shall remain with Lessor.

Should it be determined within Six (6) months from the declaration of total loss that such an event did not occur, Lessor will reimburse the previously paid replacement value, less per diem due from the date of the original occurrence until the restatement date, plus an administration fee of US$100.00 per unit of equipment. Lessor will not entertain request by Lessee to reinstate any unit of Equipment that was the subject of a loss declaration, after the said six-month period.

18) INSURANCE

Lessee shall, at its sole expense, obtain and maintain Comprehensive Insurance for the Equipment to cover physical loss or damage for no less than the Total Fixed Replacement Value of all equipment under lease. Additionally, Lessee shall at its sole expense, obtain and maintain General Liability and Property Damage insurance in an amount not less than US$1,000,000.00 per occurrence, issued by an insurer satisfactory to the Lessor and showing Lessor as an additional named insured.

Lessee shall furnish Lessor, with a certificate of such insurance immediately upon issuance
thereof, before picking up Equipment, such certificate to be attached to this Agreement. If such policies shall be cancelled or materially changed, such cancellation or change will not be in effect without written notice to Lessor within Thirty (30) days after notice.

19. HOLD HARMLESS

Lessee agrees that it will indemnify and hold Lessor harmless from any loss, damages, expenses, claims or liabilities in conjunction with but not limited to cargo, life, property and third party claims arising while Equipment is in Lessee’s possession or control except for any loss, damage, expenses, claims or liabilities arising out of the negligence of intentional misconduct of Lessor, its employees, representatives, agents or any third party Lessor suffers or permits to use, operate and transport the Equipment.

20) WARRANTY

Lessee warrants that the equipment shall be in Storage Grade, Wind & Watertight condition at the time of delivery. Lessee acknowledges that Lessor has made no other warranties, expressed or implied (including but not limited to a warranty of merchantability or fitness for any particular purpose) of any kind or nature whatsoever, relating to or affecting the use and operation of the container.

21) TAXATION

Any duties and taxes in connection with this Agreement shall be for Lessee’s account.

22) DURATION OF AGREEMENT & TERMINATION

This Agreement shall become effective from December 10th 2007 and shall be valid for a period of one (1) year thereafter, unless terminated earlier by Waterfront for Lessee’s non-performance or breach of contract by Lessee. This Agreement may be mutually extended by 30-days written notice. Unless otherwise provided for elsewhere in this Agreement, Lessor reserves the right to change the Terms & Conditions, including without limitation, rental rates, equipment type and replacement values, such changes to be notified in writing and to be effective upon the date of renewal.

23) OTHER TERMS & CONDITIONS

The Terms & Conditions set forth in the Standard Waterfront Lease Agreement attached hereto as Appendix A forms part of this Agreement. In the event of any conflict between the terms as set forth in said Appendix A and the Terms and Conditions contained in this Lease Agreement, the latter shall prevail.

24) GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of any controversy or claim arising out of, or relating to this Agreement, or the making, performance, or interpretation of it, the parties agree first to try in good faith to settle the dispute by mediation administered by JAMS in San Francisco, California under its applicable rules before resorting to litigation. Lessor and Lessee hereby specifically consent to the jurisdiction of the state or federal courts located in California, and consent that any order, process or application to or by any of such courts may be served
within or without the jurisdiction of such courts by personal Delivery service, registered mail or, any other method permitted by such courts.

The parties hereto have executed this Agreement to be effective on the date first written above.

(LESSOR)  
WATERFRONT CONTAINER LEASING CO., INC.  
By: ___________________________  
[print name]:  
Title:  
Date:  

(LESSEE)  
MARIN COMMUNITY COLLEGE DISTRICT  
By: ___________________________  
[print name]  
ALBERT J. HARRISON II  
Title:  VICE PRESIDENT, COLLEGE OPERATIONS  
Date:  JANUARY 30, 2008
APPENDIX A

TERMS AND CONDITIONS

TERM LEASE AGREEMENT NO. DLL0712-005

Between

WATERFRONT CONTAINER LEASING CO., INC. (hereinafter "LESSOR") a California corporation, with offices at 101 The Embarcadero, Suite 200, San Francisco, CA 94115, U.S.A.

And

MARIN COMMUNITY COLLEGE DISTRICT (hereinafter "LESSEE"), with a billing address at P.O. Box 144003, Kentfield, CA 94914.

THE PARTIES AGREE AS FOLLOWS:

1. All units of equipment shall remain at all times the property of Waterfront. Lessee does not acquire hereunder and will not acquire by payment of rental or by reason of other payments required hereunder, or by maintenance of the Equipment in good condition, or by performance of any of its other obligations hereunder, ownership or any other right, title or interest of any kind or nature whatsoever in or to the Equipment or any part thereof or accessory thereto, other than the leasehold interest herein provided.

2. Lessee shall, at the Lessee's sole cost and expense, keep and maintain the Equipment and all the additional attachments and accessories thereto at all times during the term of the Lease Agreement and any extension hereof, in good repair and operating condition, normal wear excepted, and free and clear of any and all liens, encumbrances, charges or claims. Lessee shall, at Lessee's sole cost and expense, replace any and all broken parts with parts of like quality to those originally received with the Equipment. All replacements and repairs shall become the property of Waterfront and Lessee shall make no alterations to or changes in the Equipment except such as may be mutually agreed upon in writing or proven to be required by law, rule or regulation of competent authority. Waterfront shall have no responsibility for maintenance of any item of the Equipment after such item is delivered to and accepted by Lessee and before it is redelivered to Waterfront as herein provided. Each unit shall be redelivered in the same condition as when received by Lessee, normal wear excluded.

3. Lessee shall comply in all respects with the International Convention for Safe Containers ("CSC"), and Lessee shall have and exercise owner's responsibilities for the purposes of the CSC, including, without limitation, such responsibilities as would otherwise be Waterfront's for maintenance, examination and repair for each container leased hereunder. Performance of such examinations shall include ascertaining that the container has no defects that would place any person in danger, marking each container with the date before which it is next to be examined and complying with all other requirements imposed by Lessee's country of domicile or head office. In the event that neither the Lessee's country of domicile nor its head office is a signatory of the CSC when the examination is due, Lessee shall take such action as may be necessary to perform such examination in compliance with the regulations of a signatory permitting it to do so. Should approval and plating of any container become due prior to its return to Waterfront, application for approval, if not already made, shall be the obligation of Waterfront, but affixing the CSC Safety Approval Plate in accordance with the CSC and with applicable government or approval authority requirements (and performing the CSC examination required in connection therewith) shall be the obligation of Lessee.

In such event, Lessee shall use Waterfront's CSC Safety Approval Plates, and Waterfront shall supply Lessee with such quantities thereof and instructions as may be necessary. It shall also be the obligation of Lessee to comply in all respects with the Customs Convention on Containers, 1956 and 1972, including,
without limitation, all obligations of the operator of an item of Equipment all requirements relating to temporary admission, transport of goods under Customs seal and maintenance of records.

4. Lessee agrees at its sole cost and expense to defend and hold Waterfront harmless from and against any liability, claim, demand, suit, action or proceeding, judgment, award, decree, and all costs and expenses incurred therewith, including attorney's fees, for death, injury or damage to property or person arising out of the use, operation, transportation, maintenance and possession of the Equipment by Lessee or anyone Lessee suffers or permits to use, operate, transport, maintain or possess the Equipment.

5. Lessee shall bear all risk of loss, damage, theft or destruction (partial or total) of the Equipment and cargo from any cause and shall pay all costs of use, operation, maintenance, repair and replacement including license and registration fees, tolls, fares and the like. Specifically in the case of cargo such as corrosive or other hazardous cargo which may cause damage to the Equipment or to other cargo because of leaks caused by improper packing or by handling damage, the Lessee will be responsible for all damages arising from such shipments.

6. Upon the destruction, loss or theft of any unit of Equipment, the obligation to pay rent for such unit of Equipment shall be abated provided (i) Lessee shall furnish to Waterfront a statement that the unit of Equipment has been destroyed, lost or stolen, and such evidence of such destruction, loss or theft as Waterfront may reasonably request, (ii) Lessee shall pay to Waterfront an amount equal to the casualty or replacement value of the destroyed, lost or stolen unit of Equipment and (iii) Lessee shall pay to Waterfront an amount equal to the accrued rent for such unit of Equipment owing until the date of receipt by Waterfront of the casualty or replacement value. Waterfront shall have the option, which shall be exercisable within a reasonable period of time following receipt by Waterfront of the statement and payments required in (i) through (iii) above with respect to destroyed, lost or stolen units of Equipment, to tender to Lessee an item of Equipment of substantially the same type and age as the destroyed, lost or stolen unit of Equipment, in which event there will be no abatement of the rental obligation under the terms of this Lease. Lessor shall under all circumstances remain the owner of Equipment and payment of replacement or casualty value is not deemed a sale of the Equipment. Salvage rights to all equipment shall remain with Lessor.

7. In the event that such lost or stolen unit is recovered, in serviceable condition, during a period up to six (6) months from the date of declaration of destruction, loss or theft, and upon request by Lessee, Waterfront shall return such Replacement/Casualty Value payment and per diem lease payments shall be retroactively applied from the original date of receipt of said Replacement Value by Waterfront.

8. At any time subsequent to the date the Equipment is to be returned as set forth above, effective upon one hundred and twenty (120) days prior written notice to the Lessee, Waterfront may require Lessee to return the Equipment to the location designated by this lease or Waterfront may change any and all of the rates for the rental of the Equipment.

9. LESSEE ACKNOWLEDGES THAT WATERFRONT HAS MADE NO WARRANTIES EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO A WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), OF ANY KIND OR NATURE WHATSOEVER, RELATING TO OR AFFECTING THE USE AND/OR OPERATION OF THE EQUIPMENT. Lessee agrees that in no event shall Waterfront be liable to it for any loss of profits or consequential damages arising out of the use of any unit of the Equipment during the term of this Agreement or any extension hereof by Lessee or by any other person or persons permitted or authorized by the terms of this Agreement to use or operate the Equipment.

10. Lessee shall pay the rental specified by this lease promptly after being invoiced. In the event that Lessee does not make the aforementioned rental payments, Waterfront may charge and Lessee shall pay interest at the rate of 1.5% per month or the maximum amount as may be permissible under applicable law on the unpaid rentals. In addition to payment of the rental, Lessee shall pay all taxes, fees and assessments of every kind and nature whatsoever, including but not limited to, sales tax, property tax or any other tax, charge, fee, assessment or levy whatsoever (herein called the "Charges") which may be assessed against
Waterfront in respect of the use, transportation, operation and possession of any unit of Equipment. In the event that charges are not paid or contested as herein provided, then, in addition to all other remedies reserved to Waterfront hereunder and at law and in equity, Waterfront may, but is not obligated to, pay the Charges and collect the same, plus interest at 1.5% per month, from Lessee.

11. Lessee hereby waives any and all rights it may have under any statute law or treaty limiting lessee’s liability of any vessel on which the leased equipment is used or any person having an interest in any such vessel, including, without limitation, any and all rights under the American Limitation of Shipowners’ Liability Act, 46 U.S.C. Section 181 et seq., and The Brussels Convention on Limitation of Liability of 1923 and any subsequent revision thereof. Lessee also waives any and all rights it may have under the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. Section 1602 et seq., including, without limitation, any immunity from prejudgment seizure, arrest or attachment.

12. Only Lessee and persons having permission from Lessee shall use the Equipment. Lessee hereby agrees that if requested by Waterfront, Lessee shall report the location of the Equipment to Waterfront. Lessee shall at all times remain obligated to perform all covenants of Lessee under this Agreement notwithstanding the use of the Equipment by others to whom Lessee has granted permission for such use. Lessee shall promptly file and record all instruments which may be required to protect Waterfront’s title to the Equipment.

13. Lessee shall not assign, mortgage or encumber this Agreement or sublet, rent or otherwise hire out any of the Equipment except with the written consent of the Waterfront. In the event of unauthorized assignment, mortgage or encumbrance upon this Agreement or unauthorized sublet, rent or hire out of said equipment, Lessee shall in no way be relieved of its obligations hereunder.

14. In the event that Lessee fails to perform any of its obligations under this Agreement or under any other agreement or if Lessee or any of its subsidiaries or affiliates shall fail to perform any of its obligations under any other agreement with Waterfront or any of its subsidiaries or affiliates, or if Lessee shall have a trustee or receiver appointed for it or a substantial portion of its properties or shall have an arrangement in bankruptcy or reorganization or other modification or alteration of the rights of its creditors accomplished or if Lessee shall file any petition for or consent to any such modification or alteration or shall seek to make any arrangements for the benefit of creditors or if any of Lessee’s assets shall be seized and nationalized, Lessee shall thereupon be and become in default under this Agreement, thereby vesting in Waterfront the absolute and unqualified right to terminate this Agreement by written notice to Lessee and to enter upon the premises where all units of the Equipment are located and retake and retain such units free of all rights of Lessee, without any further liability or obligations to deliver the same to Lessee and without releasing Lessee from Lessee’s obligation for the payment of all rental whether or not yet due for such units of the Equipment until all of the rentals reserved hereunder have been paid, provided, however, that nothing contained herein shall limit Lessee’s obligation hereunder to return the Equipment. Any and all rentals and Charges due under subleases shall be assigned to Waterfront but Waterfront shall not assume any liability under such subleases. Upon termination of this Agreement, Lessee shall pay to Waterfront forthwith upon written demand all rental for the Equipment whether or not yet due and all costs and expenses (including attorneys’ fees) of Waterfront in effecting the termination of this Agreement, the retaking of the Equipment and the recovery of such amounts.

15. Lessee shall affix to the Equipment and maintain thereon such additional reasonable signs or marks disclosing the interest of Waterfront therein as Waterfront may request, or as may be required by applicable law, rules, requirements or regulations.

16. (a) The relationship between Waterfront and Lessee shall always and only be that of Waterfront and Lessee. Lessee shall never at any time during the duration of this Agreement for any purpose whatsoever be or become the agent of Waterfront, and Waterfront shall not be responsible for the acts or omissions of Lessee, or its agents. (b) Waterfront’s rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies provided by law or in equity. (c) Any provisions of this Agreement prohibited by the law of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions for this Agreement. (d) No representations, warranties, promises, or agreements, oral or written,
expressed or implied, have been made by either party hereto with respect to this lease of the Equipment except as expressly provided herein.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and shall inure to the benefit of and bind the successors and, where assignment is permitted hereunder, assigns of the parties hereof provided, however, that this Agreement may not be assigned nor may the Equipment be subject voluntarily or by operation of law or in any other manner without the written consent of Waterfront first having been obtained. Any change or modification to this Agreement must be in writing and signed by the parties hereto. (e) This Agreement shall be interpreted under and governed by the laws of the State of California. Lessee hereby agrees that any claim or controversy arising out of this Agreement may, at the option of Waterfront, be litigated in state or federal courts located in the State of California and the parties hereby consent to submit to the jurisdiction of such courts. Additionally, Lessee agrees to accept service on any federal or state process within the geographic limits of the State of California with respect to any such claim or controversy.

17. Service shall be completed seven (7) days after such agent has posted notice to Lessee or its receipt of service, together with a copy of such process. (f) Whenever notice is required to be given hereunder, it shall be given in writing by registered or certified mail at the address above or at such other address as may hereafter be given in writing by either party. (g) No failure on the part of Waterfront to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Waterfront of its rights hereunder preclude any other or further exercise of any other right.

18. Lessee and Waterfront acknowledge that this Agreement is subject to the Terms and Conditions set forth above and that such Terms and Conditions have been read by Lessee or its agents.

(LESSOR) 

WATERFRONT CONTAINER LEASING CO., INC.

By: ____________________________

[print name]:

Title: _____

Date: _____

(LESSEE)

MARIN COMMUNITY COLLEGE DISTRICT

By: ____________________________

[print name] ALBERT J. HARRISON II

Title: VICE PRESIDENT, COLLEGE OPERATIONS

Date: JANUARY 30, 2008
## APPENDIX B

Term Lease Agreement No. DLL07012-005

### Equipment Unit Number

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment</th>
<th>Unit Number</th>
<th>Delivery Date</th>
<th>Delivery Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20' Container</td>
<td>WFHU 117589-3</td>
<td>01/08/2008</td>
<td>Kentfield, CA</td>
</tr>
<tr>
<td>2</td>
<td>20' Container</td>
<td>WFHU 117998-6</td>
<td>01/08/2008</td>
<td>Kentfield, CA</td>
</tr>
<tr>
<td>3</td>
<td>20' Container</td>
<td>WHLU 208597-0</td>
<td>01/08/2008</td>
<td>Kentfield, CA</td>
</tr>
<tr>
<td>4</td>
<td>20' Container</td>
<td>WHLU 214149-9</td>
<td>01/09/2008</td>
<td>Kentfield, CA</td>
</tr>
<tr>
<td>5</td>
<td>20' Container</td>
<td>WHLU 214908-3</td>
<td>01/08/2008</td>
<td>Kentfield, CA</td>
</tr>
</tbody>
</table>
BACKGROUND:

Amy Skewes-Cox was selected as the District CEQA Consultant and a long form professional services agreement was approved on August 31, 2005. Services were expected to be complete by December 31, 2007. A no cost contract time extension is requested for additional services related to the Environmental Impact Report for several projects in design at the Indian Valley Campus.

The Board of Trustees is asked to approve Amendment 7 to Amy Skewes-Cox’s long form professional services agreement for a no cost time extension through June 30, 2008.

FISCAL IMPACT:

None. This is a time extension only.

The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$175,466</th>
<th>District-wide environmental assessments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$50,000</td>
<td>Archeological monitoring; biological oversight of early projects; and Categorical exemption work.</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$35,000</td>
<td>IVC Creek Erosion Mitigation Tasks; Wetlands Delineations; Archeological Site Surveys; and Architectural historian scoping tasks</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>$100,000</td>
<td>Preparation tasks for campus EIRs including preparation of EIR Initial Studies</td>
</tr>
<tr>
<td>Amendment 4</td>
<td>$281,970</td>
<td>Final EIR tasks and Report</td>
</tr>
<tr>
<td>Amendment 5</td>
<td>$0</td>
<td>Contract time extension</td>
</tr>
<tr>
<td>Amendment 6</td>
<td>($24,000)</td>
<td>Deductive contract amendment for Civil Engineering support tasks</td>
</tr>
<tr>
<td>Amendment 7</td>
<td>$0</td>
<td>Contract time extension</td>
</tr>
</tbody>
</table>

Total Contract Amount  $618,436

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 7 to Amy Skewes-Cox’s long form professional services agreement for a time extension for District CEQA Consultant (810A) work.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08  Consultant: Amy Skewes-Cox
Project(s) (name and number): District CEQA Consultant

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form

Original _____  or  Amendment #7

Amount of this contract/amendment: $0
Total amount of contract to date including this amendment $1,618,436

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement  Reviewed:
___ Appendix A  ___ Changes to Appendix A  Reviewed:
___ Appendix B  ___ Changes to Appendix B  Reviewed:
___ Appendix C  ___ Changes to Appendix C  Reviewed:
___ Appendix D  ___ Changes to Appendix D  Reviewed:
___ Appendix E  ___ Changes to Appendix E  Reviewed:
___ Other backup materials?  ________________  Reviewed:

Legal review required?  ____ Yes  ___ No  If yes, counsel’s initials:

If not, why not?  No change to legal language (contract time extension)

Agenda cover page prepared by:  Reviewed by:  

Submittal sign-off:
Program Manager:  Director:  

Amendment Checklist  2/4/2008
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement?
   Have they been reviewed by legal counsel?  
   *Yes*  
   *No*  
   N/A  

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?  
   *Yes*  
   *No*  

☑ Appendix B: is the fee appropriate to the scope of work?  
   *Yes*  
   *No*  

☑ Is the fee within budget?  
   If not, does it require a budget transfer?  
   N/A  
   *Yes*  
   *No*  

☑ Do the numbers all add up correctly?  
   *Yes*  
   *No*  

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?  
   *Yes*  
   *No*  

☑ Appendix D: are the deliverables sufficient to manage the scope of work?  
   *Yes*  
   *No*  
   N/A  

☑ Appendix E: has the insurance requirement changed?  
   Reviewed by legal counsel?  
   N/A  
   *Yes*  
   *No*  

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

Reviewed by: Vice President Al Harrison

☐ Is the type of contract clearly defined?  
   Basic or additional service?  
   *Yes*  
   *No*  

☐ Is the reason for the amendment clearly stated?  

☐ Do the amendment amounts match the amended Appendix B?  
   *Yes*  
   *No*  

☐ Are the project title and number included and correct?  
   *Yes*  
   *No*
AMENDMENT 7

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Amy Skewes-Cox

February 19, 2008

AMENDMENT 7 TO
TERM OF AGREEMENT

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Amy Skewes-Cox (Consultant).

1. Term of Agreement

   Per the Term of Agreement, the original Long Form Professional Services Agreement and Amendments 1 through 6 for services shall be extended through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 7 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Amy Skewes-Cox.

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date ______________

Al Harrison
Vice President College Operations

Amy Skewes-Cox

By ____________________________ Date ______________

________________________________ Its ______________
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: February 19, 2008
Item & File No. C.11.N.2(b)
Subject: POMO 4 Roof Replacement Project (402B)
Contract time extension
Amendment 1 – Gary Proctor Construction Consultation
Reason for Board Consideration: ACTION APPROVAL

Enclosure(s): SF Amendment 1

BACKGROUND:

On October 9, 2007 the Board of Trustees approved a short form professional services agreement for Gary Proctor Construction Consultation for Inspector of Record services for the POMO 4 Roof Replacement Project (402B). Services were expected to be complete by December 31, 2007. Due to inclement weather and additional fall protection training, a time extension to the short form professional services agreement is requested at no cost.

The Board of Trustees is asked to approve Amendment 1 to Gary Proctor Construction Consultation’s short form professional services agreement for a time extension through June 30, 2008.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to Gary Proctor Construction Consultation short form professional services agreement for the POMO 4 Roof Replacement Project (402B).
Date: 2/19/08  Consultant: Gary Proctor Construction
Project(s) (name and number): POMO 4 Roof Replacement (402B)

Type of contract (check all that apply):

____ Full service (architecture)  ____ Task contract (specialty consultant)

✓  Short form  ____ Long form

Original _____ or Amendment # 1

Amount of this contract/amendment: $0

Total amount of contract to date including this amendment: $10,000

Documents to be included in Board packet (check and initial):

____ Full agreement  ✓  Changes to agreement  Reviewed: 

____ Appendix A  ____ Changes to Appendix A  Reviewed: 

____ Appendix B  ____ Changes to Appendix B  Reviewed: 

____ Appendix C  ____ Changes to Appendix C  Reviewed: 

____ Appendix D  ____ Changes to Appendix D  Reviewed: 

____ Appendix E  ____ Changes to Appendix E  Reviewed: 

____ Other backup materials? 

Legal review required?  ____ Yes  ✓  No  If yes, counsel’s initials: 

If not, why not? No change to legal language  (contract time extension only)

Agenda cover page prepared by: EB  Reviewed by: 

Submittal sign-off:
Program Manager:  Director: Archinick
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement? Have they been reviewed by legal counsel?  
  Yes ☐ No ☑

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?  
  Yes ☐ No ☑

☑ Appendix B: is the fee appropriate to the scope of work?  
  Yes ☐ No ☑

☑ Is the fee within budget? If not, does it require a budget transfer?  
  Yes ☐ No ☑

☑ Do the numbers all add up correctly?  
  Yes ☑ No ☐

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?  
  Yes ☐ No ☑

☑ Appendix D: are the deliverables sufficient to manage the scope of work?  
  Yes ☑ No ☐

☑ Appendix E: has the insurance requirement changed? Reviewed by legal counsel?  
  Yes ☐ No ☑

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

☐ Is the type of contract clearly defined? Basic or additional service?  
  Yes ☐ No ☑

☐ Is the reason for the amendment clearly stated?  
  Yes ☑ No ☐

☐ Do the amendment amounts match the amended Appendix B?  
  Yes ☐ No ☑

☑ Are the project title and number included and correct?
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Gary Proctor Construction Consultation

February 19, 2008

AMENDMENT 1 TO
SCHEDULE OF PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Gary Proctor Construction Consultation (Consultant).

1. Schedule of Performance

Per the Schedule of Performance of Agreement, the original Short Form Professional Services Agreement for services shall be extended through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional Services Agreement dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Gary Proctor Construction Consultation.

MARIN COMMUNITY COLLEGE DISTRICT

By ______________________________ Date _______________

Al Harrison
Vice President College Operations

Gary Proctor Construction Consultation

By ______________________________ Date _______________

_________________________________ Its _______________
**BACKGROUND:**

On October 9, 2007 the Board of Trustees approved a short form professional services agreement for Kleinfelder for testing and inspection services for the PE Complex Portables Project (850F). Services were expected to be complete by December 31, 2007. Due to continued work on the portables, a time extension to the short form professional services agreement is requested at no cost.

The Board of Trustees is asked to approve Amendment 1 to Kleinfelder’s short form professional services agreement for a time extension through June 30, 2008.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve Amendment 1 to Kleinfelder’s short form professional services agreement for the PE Complex Portables Project (850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08               Consultant:  Klein Felder
Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

___ Full service (architecture)          ___ Task contract (specialty consultant)
___ Short form                           ___ Long form

Original _____ or Amendment # 1

Amount of this contract/amendment: $ -

Total amount of contract to date including this amendment $ 7,500

Documents to be included in Board packet (check and initial):

___ Full agreement               ___ Changes to agreement       Reviewed: RC

___ Appendix A                   ___ Changes to Appendix A     Reviewed: __________

___ Appendix B                   ___ Changes to Appendix B     Reviewed: __________

___ Appendix C                   ___ Changes to Appendix C     Reviewed: __________

___ Appendix D                   ___ Changes to Appendix D     Reviewed: __________

___ Appendix E                   ___ Changes to Appendix E     Reviewed: __________

___ Other backup materials? ____________________________

Reviewed: __________

Legal review required? ______ Yes   ___ No    If yes, counsel's initials: ______

If not, why not?  No change to legal language
                 (contract time extension only)

Agenda cover page prepared by: EB               Reviewed by: RC

Submittal sign-off:
Program Manager: RC               Director: __________

Amendment Checklist 2/4/2008  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments
Reviewed by:  

☐ Are there changes to the master agreement?
Have they been reviewed by legal counsel?
 N/A Yes No

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement?
Yes No N/A

☐ Appendix B: is the fee appropriate to the scope of work?
Yes No N/A

☐ Is the fee within budget?
If not, does it require a budget transfer?
 N/A Yes No N/A

☐ Do the numbers all add up correctly?
Yes No

☐ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?
Yes No N/A

☐ Appendix D: are the deliverables sufficient to manage the scope of work?
Yes No N/A

☐ Appendix E: has the insurance requirement changed?
Reviewed by legal counsel?
 N/A Yes No

☐ Coordination: cross-check all items in amendment with one another

Agenda cover page
Reviewed by:  
Vice President Al Harrison

☐ Is the type of contract clearly defined?
Basic or additional service?
Yes No

☐ Is the reason for the amendment clearly stated?

☐ Do the amendment amounts match the amended Appendix B?
Yes No

☐ Are the project title and number included and correct?
Yes No
AMENDMENT 1

To the Professional Services Agreement between
MARIN COMMUNITY COLLEGE DISTRICT
and

Kleinfelder

February 19, 2008

AMENDMENT 1 TO
SCHEDULE OF PERFORMANCE

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT
(District) and Kleinfelder (Consultant).

1. Schedule of Performance

   Per the Schedule of Performance of Agreement, the original Short Form Professional Services
   Agreement for services shall be extended through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 to the Professional
Services Agreement dated October 9, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT
and Kleinfelder.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date __________________

Al Harrison
Vice President College Operations

Kleinfelder

By _______________________________ Date __________________

______________________________
Lts __________________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Subject: Authorization to Purchase Police Vehicle

Reason for Board Consideration: APPROVAL

Enclosure(s):
Notice of Green Police Vehicles

BACKGROUND:

Campus Police propose the replacement of Vehicle P3, a 2000 Crown Victoria Patrol vehicle. The vehicle has over 94,000 miles as of the end of January 2008. The department has been attempting to replace their vehicles before they reach the point where they require major and often expensive repairs, usually by 100,000 miles. Our vehicles are equipped with a “Police Package” which includes the necessary components required for police patrol and pursuit. Our police officers support other local police agencies as required and it is critical that the vehicles are in good working order at all times.

Ford Motor Company offers a flexible fuel police vehicle that can run on either ethanol or gasoline. Please see the attached information. Campus Police propose the purchase of a 2008 Ford Crown Victoria Flexible Fuel (E85) Pursuit Vehicle to replace Vehicle P3. The College is able to purchase vehicles at a discount via the contract with State of California Department of General Services with authorized dealerships without obtaining quotes.

The purchase price for this vehicle is approximately $23,559 plus applicable vehicle purchase fees and a minimal contract fee. Consumer Reports information on the same vehicle, without the police package, ranges from $24,620 to $27,615. Half of the funds will come from Unrestricted New Equipment and half of the funds will come from the Parking Fund. The pricing option is available through May 31, 2008.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize the purchase of one 2008 Ford Crown Victoria Flexible Fuel (E85) Police Pursuit Vehicle for a base price with tax of $23,559 plus additional required charges.
Ford Crown Victoria Police Vehicle Goes Green

Ford Motor Company has announced its new 2008 Crown Victoria Police Interceptor will be offered as a flexible fuel vehicle allowing it to operate on E85 ethanol or gasoline. News of the "green" police vehicle came at the Alternative Fuels and Vehicles National Conference in Anaheim, Calif.

Ford is the largest producer and seller of police vehicles with more than 80 percent of the market. As police and government agencies move toward becoming more environmentally conscious and seek alternative fuel vehicles for their fleets, Ford is in the position to fill this need for its police customers.

"The ability to offer an E85 capable vehicle to our police customers is significant," says Gerald Koss, Ford's fleet marketing manager. "Many municipalities and states across the country are encouraging, if not mandating, that their police and other government fleet vehicles begin using alternative sources of fuel. We can now help our police fleet customers achieve this goal."

Government agencies that include FFV Police Interceptors on their annual Department of Energy plan can receive credits toward EPACT mandates, increasing their flexibility in vehicle fleet selection and purchases. Fleets can place orders immediately for the E85-powered CVPI, with vehicle production slated to begin in May.

Ford also announced that it has achieved 50-state certification for all of the Ford and Mercury 2008 flexible fuel passenger car models. Ford's current lineup of FFVs includes the Ford F-150, Crown Victoria, and Mercury Grand Marquis.

Achieving 50-state certification means Ford's flexible fuel vehicles meet both emissions rules set by the federal government and by California. The evaporative standards in California create some unique challenges for FFVs. By certifying to both standards, automakers can sell their vehicles nationwide and reduce complexity.

In an effort to differentiate its flexible fuel vehicles from standard gasoline vehicles, Ford will begin equipping the E-85 capable vehicles with yellow gas caps, beginning later this year.

"Ethanol is one way in which we can help lessen America's dependence on foreign oil," says Koss. "In addition to our flexible fuel vehicles, fleets looking to go green can also choose from two hybrid models, the Ford Escape and Mercury Mariner, as well as a number of Ford PZEV (partial zero emissions vehicles) models."

Ford has placed more than two million flexible fuel vehicles on the road, and has pledged to make half of its production capable of running on alternative fuels by 2012, provided the necessary fuel and infrastructure are in place.

For more information visit www.fleet.ford.com.
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>February 19, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.B.1(a)</td>
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<td>Subject:</td>
<td>Diamond PE Center Alterations Project (308B)</td>
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<td>Authorize Award Construction Contract</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
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**ACTION – AWARD**  
None

**BACKGROUND:**  

On October 9, 2007 the Board authorized the District to approve the Diamond PE Center Alterations Project (308B) and authorize bidding of this project. Bid opening is scheduled for Tuesday, February 19, 2008 at 2:00 PM. Bid results will be provided to the Board of Trustees at that evening’s meeting.

The District recommends the Board authorize award of this construction contract to the lowest responsible bidder following the five (5) day bid protest period. The contract will be brought back to the Board for ratification at a future board meeting.

**FISCAL IMPACT:**

This project will be paid from bond funds.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board authorize award of a construction contract for the Diamond PE Center Alterations Project (308B).
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Approval of Revised Bond Spending Plan

Date: February 19, 2008
Item & File No. C.12.B.2(a)

Reason for Board Consideration: Enclosure(s):

ACTION APPROVAL
Revised Bond Spending Plan

BACKGROUND:

On October 10, 2006 the Board approved a preliminary bond spending plan for its $249.5 million bond program in order to allow the District to begin work on the Environmental Impact Reports and start programming/design for six projects. Final approval of the bond spending plan was included in the Board’s November 7, 2007 approval of the bond program’s Final Environmental Impact Reports. A revision to that plan was approved by the Board on January 15, 2008.

Recognizing a recent constituent request for the addition of toilet rooms to the new Fine Arts Building, another revision to the bond spending plan was presented earlier today and is summarized as follows:

Requested: Additional restrooms on first and third floors of new Fine Arts Building

Scope:
First floor: replace hydraulic elevator with electric elevator; construct single-occupancy, accessible unisex restroom in lieu of mechanical room (required for hydraulic elevator but not required for electric elevator)

Third floor: expand second and third floors by approximately 500 square feet, construct two single occupancy, accessible restrooms on third floor and add classroom / storage space on second floor (second floor expansion is structurally necessary to support third floor expansion)

Options/Costs:
A. Do not add restrooms to first and third floors (cost ~$220,000 for assessment and delay already incurred)

B. Add restroom only on first floor (cost ~$650,000: ~$220,000 already incurred plus $430,000 re-design, construction and delay)¹

C. Add restrooms on first and third floors (cost ~$1.3 - $1.5 million:² ~$220,000 already incurred plus ~$1.1 - $1.3 re-design, construction and delay)

Option C is the only option that fully meets the constituent request for additional restrooms on the first and third floors.

¹ An electric elevator is anticipated to cost approximately $87,000 more than the hydraulic elevator, but life-cycle (maintenance) costs are projected to be reduced.
² Architect’s estimate = $1.5 m; Swinerton estimate = $1.3 m; reconciliation pending)
FISCAL IMPACT:

Additional funding of at least $220,000 is necessary to cover costs of assessment and delay already incurred. Options 2 and 3, addition of restrooms to the new Fine Arts Building, will require additional funding, totaling up to approximately $1.5 million.

Funding Options:

1. Eliminate internal transfer of $914,700 from Fine Arts to Performing Arts and reduce scopes of both projects to reach $1.5 million cost estimate³

2. Draw up to $1.5 million from Science/Math/Central Plant or Gateway Complex, reduce scope of selected project accordingly⁴

3. Draw up to $1.5 million as needed from the $17.8 million reserve, with the stipulation that any savings realized on other projects will be immediately returned to reserves upon completion of those other projects.

RECOMMENDATION:

In order to accommodate the constituent request for additional restrooms in the new Fine Arts Building and to minimize further delay and delay costs to the bond program, the Superintendent/President recommends that the Board of Trustees approve the attached revision to the Bond Spending Plan, reflecting Funding Option 3.⁵

³ This option will incur additional delay costs for the Performing Arts Building; delay costs for Fine Arts are built in to the option.
⁴ This option will incur additional costs for re-design and delay incurred on the selected project. Delay costs will be calculated at 0.7% of construction budget per month of delay; duration of delay and additional architect fees are subject to negotiation with the applicable architect. Because IVC projects are already in DSA, re-design and delay costs would be prohibitive.
⁵ The recommended revised Bond Spending Plan includes the internal bookkeeping transfer of funds from Fine Arts to Performing Arts to accompany the scope transfer of square footage from Fine Arts to Performing Arts completed several months ago.
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<th>Program Budgets</th>
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<th>Internal Transfer Feb 08</th>
<th>Recommended Revision Feb 08</th>
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</table>
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM  

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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.B.2(b)</td>
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<tr>
<td>Subject:</td>
<td>Field Contract Template for Emergency Utility Repair Services</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td></td>
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**ACTION APPROVAL:**

- Field Contract Template

**BACKGROUND:**

On November 7, 2007 the Board of Trustees authorized bidding for emergency utility repair services associated with the Geothermal Fields (305B, 417B) and SMCP Increment No. 1 Site Development Utilities (305C) projects on the Kentfield and Indian Valley Campuses. The need for emergency utility repair services may arise from time to time on these and other bond modernization projects, and said services will need to be provided immediately to minimize any possible utility disruption or project delays.

A new template for a time-and-materials field contract for emergency utility repair services was prepared by Miller Brown & Dannis and is presented herein for approval.

**FISCAL IMPACT:**

None at this time. Each field contract, as issued and approved, will be billed on a time-and-materials basis.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve the template for a field contract for emergency utility repair services for bond projects as needed.

Administrator Initiating Item  
V-Anne Chernock  
Director of Modernization  

Administrator Approving Item  
Albert J. Harrison  
Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT

FIELD CONTRACT

for

__________________________________________
Project Name

AGREEMENT NUMBER ___

THIS CONTRACT is made and entered into on ______, 2008 ("Contract"), by and between ____________________________ ("Contractor") and Marin Community College District ("District").

1. The Contractor shall furnish to the District the services as described in Exhibit "A," including all appurtenant services and/or materials necessary or normally included to provide the services ("Work"). The plans and drawings prepared by ____________________________ in Exhibit "B"

Project name and brief description of work __________________________________________
The Work shall be provided on an as-needed basis and shall not exceed 350 hours of labor.

2. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the 100% performance bond, 100% payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions.

3. Payment for the Work shall be made in lump sum based on Time & Materials costs less Retention within thirty (30) days after the Contractor submits an invoice to the District for final completion of the Work, and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

4. This Contract incorporates by this reference the Terms and Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

5. The Contract Documents include only the following documents, as indicated:

☐ Contractor's Proposal Exhibit "A" ☐ Asbestos & Other Hazardous Materials Certification
 ☐ Purchase Order ☐ Lead Paint Certification
 ☐ Response to Request for Proposal ☐ Work Specifications
 ☐ Notice to Proceed ☐ Exhibit "B" Plans
 ☐ Terms and Conditions ☐ ____________________________[Other]
 ☐ Non Collusion Affidavit ☐ ____________________________[Other]
 ☐ Prevailing Wage Certification ☐ ____________________________[Other]
 ☐ Workers' Compensation Certification
6. If a conflict exists between the terms of this Field Contract on one hand and an incorporated version of the Contractor's Proposal or Quote, this Field Contract shall control over the Contractor's Proposal. In no case shall a document calling for lower quality material or workmanship control. The decision of the District in the matter shall be final.

7. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

8. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

9. Information regarding Contractor:

Type of Business Entity:

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: ____________________________

Taxpayer Identification No. ____________________________

ACCEPTED AND AGREED on the date indicated below:

Dated: ____________________________, 2008

MARIN COMMUNITY COLLEGE DISTRICT

By: ____________________________

Print Name: ____________________________

Print Title: ____________________________

Address: ____________________________

Telephone: ____________________________

Facsimile: ____________________________

E-Mail: ____________________________

(Company Name)

By: ____________________________

Print Name: ____________________________

Print Title: ____________________________

License No.: ____________________________

Address: ____________________________

Telephone: ____________________________

Facsimile: ____________________________

E-Mail: ____________________________

FIELD CONTRACT

Page A-2
February 1, 2008
TERMS AND CONDITIONS TO FIELD CONTRACT

1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance at any time within sixty (60) days after the receipt of a quote or proposal unless otherwise stipulated in writing by the District. District shall provide either a purchase order or a Notice to Proceed to Contractor, which shall be the District’s acceptance of Contractor’s proposal and shall bind Contractor to all the provisions of the Contract. The District reserves the right to accept or reject any and all information provided by Contractor and reserves the right to waive any informality in any quote or proposal. If the Contractor’s Proposal is not incorporated into this Contract, then the terms of Contractor’s performance are not controlled by this Contract.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by those subcontractor(s). Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. TERMINATION: If Contractor fails to perform the Services and Contractor’s duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

6. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically
understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. **TRENCH SHORING**: Contractor must meet OSHA requirements and standards for shoring for the excavation of any trench deeper than five (5) feet. Provisions shall be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

9. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. **LEAD-BASED PAINT OR OTHER LEAD USE**: No lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. **WORKERS**: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **CORRECTION OF ERRORS**: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

13. **SUBSTITUTIONS**: No substitutions of material from those found in the existing conditions shall be made without the prior written approval of the District. New materials used in the repair shall match or
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

17. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall-post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

18. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

20. **FORCE MAJEURE CLAUSE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the fullest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

22. **PAYMENT:** Unless otherwise specified, the Contractor shall render an invoice for materials delivered or services performed under the Contract. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum within thirty (30) days of: (1) completion of the Work, and (2) delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the
District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) any failure of Contractor and/or its subcontractor(s) to comply with all California laws related to the payment of prevailing wages, including the assessment of statutory penalties; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

23. PERMITS AND LICENSES: The Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

24. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

25. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

26. DISABLED VETERAN BUSINESS ENTERPRISES: If there is State funding, the Education Code requires the District to have a participation of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE) or a good faith effort to procure DVBE participation. Contractor may be required to submit, with its executed contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

27. PAYMENT BOND AND PERFORMANCE BOND: The Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount of $100,000 or equivalent to one hundred percent (100%) of the Contract Price, whichever is greater, issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

28. CONTRACTOR'S INSURANCE: Contractor has in force, and during the term of this Agreement shall
maintain in force with the minimum indicated limits, the following insurance: Commercial General Liability insurance: $2,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; Automobile Liability – Any Auto: combined single limit of $2,000,000; Excess Liability insurance: $4,000,000; Workers Compensation: Statutory limits; and Employers’ Liability: $2,000,000.

The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Engineer, and the Project Inspector/Manager shall be named as an additional insured on all policies. The Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

29. **WARRANTY/QUALITY:** The Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with Marin County. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

31. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in Marin County, having competent jurisdiction of the dispute.

All claims of over $375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over $375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

32. **CERTIFIED PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall supply them to the District with each pay request.
33. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District. The District may withhold payment to the Contractor, in whole or in part, for failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with the District’s Labor Compliance Program, if one is in force on this Project. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

34. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

35. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Marin County in which the District sits.

36. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

37. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

39. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

40. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by written instrument upon mutual consent.
EXHIBIT A

CONTRACTOR’S PROPOSAL
SCOPE OF SERVICES

Project Background

The Marin Community College District ("District")

Project Scope

The District identified the need to have ______________________ made available for emergency ________ work. The scope of services under this contract is to provide _________________________________.

This contract is on an “as-needed” basis to perform emergency __________________________. The selected contractor(s) shall have sufficient resources, including, but not limited to; labor, materials, and equipment available at all times so as to respond to a District call for repairs. The contractor(s) shall make the above-mentioned resources available 24 hours each day, seven days per week.

Repair work shall include all work necessary ______________________________. Work may include, but not be limited to _________________________________. There may be instances where hazardous materials are present. The emergency repair contractor(s) shall be qualified and experienced in handling materials such as _______________________, or similar materials.

The District shall contact the selected contractors for emergencies only. The contractors, under this scope, shall only respond to and repair _________________________________. Upon being called to the site by an authorized District representative, the contractor shall respond immediately with the necessary labor, materials, and equipment required to correctly complete the repair(s). The District is not responsible for payment of unauthorized repairs or any repairs or work performed as directed by anyone other than the District authorized individuals.

The repairs made shall comply with District, local and state building codes, and shall be approved on-site, and in writing, by an authorized District representative. The contractor shall track each repair independently and shall invoice each repair as a separate item on the invoice. The invoice shall also include the District's written site “approval” and other needed documentation to substantiate the invoice.
EXHIBIT B

PLANS

List of plans included for RFQ here.
STATE OF CALIFORNIA)
) SS:
COUNTY OF _______________________
)

NONCOLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _______________________

__________________________________________ of the party making the foregoing bid or contract , that the bid or contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid or contract is genuine and not collusive or sham; that the bidder or contractor has not directly or indirectly induced or solicited any other bidder or contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or contractor or anyone else to put in a sham bid or contract, or that anyone shall refrain from bidding or issuing a proposal; that the bidder or contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or contract price or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or contract are true; and further, that the bidder or contractor has not, directly or indirectly, submitted his or her bid price or contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid or contract.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: ______________________________________

Proper Name of Contractor: ______________________________________

Signature: ______________________________________

Print Name: ______________________________________

Title: ______________________________________

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)
PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with forty-eight (48) hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: ____________________________________________________________

Proper Name of Contractor: __________________________________________

Signature: _________________________________________________________

Print Name: ________________________________________________________

Title: ______________________________________________________________
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

b. By secruing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 

Proper Name of Contractor: 

Signature: 

Print Name: 

Title: 

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)
ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:  

Proper Name of Contractor:  

Signature:  

Print Name:  

Title:  
LEAD-BASED PAINT CERTIFICATION

In recent years, lead-based paint and other materials have come to the forefront of the regulatory process. Regulatory agencies such as the California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), and the Consumer Product Safety Commission (CPSC) have all regulated, in some manner, lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor’s work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. Lead was used extensively in paint because it rendered the paint more durable. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

Although the regulatory process is not yet complete, there are several regulations currently in place that affect school districts. The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. The California Education Code also prohibits the use of lead-containing paint, lead plumbing and soldiers, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility.

FURTHERMORE, SINCE IT IS ASSUMED BY THE DISTRICT THAT ALL PAINTED SURFACES (INTERIOR AS WELL AS EXTERIOR) WITHIN THE DISTRICT CONTAIN SOME LEVEL OF LEAD, IT IS IMPERATIVE THAT THE CONTRACTOR, ITS WORKERS AND SUBCONTRACTORS FULLY AND ADEQUATELY COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING LEAD-BASED MATERIALS (INCLUDING TITLE 8, CALIFORNIA CODE OF REGULATIONS, SECTION 1532.1).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.
Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE OWNER MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _______________________________________________________________________

Proper Name of Contractor: ______________________________________________________________________

Signature: ______________________________________________________________________

Print Name: ______________________________________________________________________

Title: ______________________________________________________________________
# Board Agenda Item

**To:** Board of Trustees  
**From:** Superintendent/President  
**Date:** February 19, 2008  
**Subject:** Agreement Template for Project Inspection (PI) Services  
**Item & File No.** C.12.B.2(c)  
**Reason for Board Consideration:**  
**Enclosure(s):**

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<th>ACTION APPROVAL</th>
<th>PI Agreement Template</th>
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## Background:

In response to comments at the January 15, 2008 Board of Trustees meeting, a new short form professional services agreement template for Project Inspector services has been developed by Miller Brown & Dannis and is presented herein for approval.

A Project Inspector (PI) performs specific work as detailed in each project’s Specifications (Division 0 and 1). This new Agreement for Project Inspection (PI) Services template outlines the requirements of a PI in more detail and will be used for all Project Inspectors for the Measure C bond program going forward.

## Fiscal Impact:

None.

## Recommendation:

The Superintendent/President recommends that the Board approve a new Agreement for Project Inspection (PI) Services template for all Project Inspectors for the Measure C bond program.

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**Administrator Initiating Item: V-Anne Chernock**  
**Director of Modernization**  

**Administrator Approving Item: Albert J. Harrison**  
**Vice President, College Operations**
AGREEMENT FOR PROJECT INSPECTION (PI) SERVICES

This agreement, entered into this _______ day of __________, _______ ("Agreement") by and between ____________________________ (hereinafter referred to as "Inspector") and the Marin Community College District, a community college district organized under the laws of the State of California (hereinafter referred to as "District") Agreement.

WHEREAS, the District is undertaking the construction or alteration of a school; and

WHEREAS, the District is in need of a special expert to conduct inspection of the school construction or alteration as required pursuant to Education Code §§81141 and 81143 and Title 24 of the California Code of Regulations; and

WHEREAS, the District does not now have on its staff of classified employees any person qualified as such a special inspector; and

WHEREAS, Government Code §53060 authorizes the District to contract with persons specially trained and experienced and competent to perform special services and advice in such area; and

WHEREAS, Inspector is specially trained and licensed and possesses the requisite skills, experience, education and competency to perform such special inspection services for the District:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Inspector. The District hereby engages Inspector, and Inspector agrees to perform the professional inspection services as hereinafter set forth.

2. Administrator of Agreement. Swinerton Management & Consulting, Inc. Project Manager ("SMC") shall represent District for purposes of administration of this Agreement.

3. Scope of Services. Inspector shall provide to District inspection services in accordance with Title 24 of the California Code of Regulations in connection with construction or alteration of:

________________________________________________________________________

Project Name and Project Number

Detailed Project Scope: ______________________________________________________

________________________________________________________________________

Inspector shall act under the direction of the Architect/Engineer for the project and shall be responsible to District's Governing Board. Inspector shall discharge said duties in a manner satisfactory to the District, the Architect/Engineer and the Division of the State Architect (DSA). The duties of Inspector shall include, but not be limited to, the following:

a. Continuous Inspection Requirement. The Inspector must have actual personal knowledge, obtained by his personal and continuous observation of the construction or alteration in all stages of its progress, that the requirements of the plans and specifications are being exactly and completely executed. When work is carried out away from the site, the Inspector shall have that personal knowledge which is obtained from the reporting of others on the testing or inspection of materials and workmanship for compliance with the plans, specifications or applicable standards. The exercise of reasonable diligence to obtain the facts is required. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

b. Relations with Architect/Engineer. The Inspector shall work under the general direction of the Architect/Engineer. Any inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect/Engineer for its interpretation and instructions. In no case, however, shall the instruction of the Architect/Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications or written change orders.
c. **Job File.** The Inspector shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect/Engineer for proper action. The Inspector, as a condition of its employment, shall have and maintain on the job at all times, all codes and documents referred to in the plans and specifications. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

d. **Inspector’s Semi-Monthly Reports.** The Inspector shall keep the Architect/Engineer thoroughly informed as to the progress of the work by making semi-monthly reports in writing as required by Title 24 of the California Code of Regulations. Two copies shall be forwarded directly to the Division of the State Architect. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

e. **Daily Log.** The Inspector shall keep a daily log of activity on the construction project including, but not limited to, the weather, the number and type of tradesmen and laborers present, construction equipment present, specific work performed that day, pertinent problems and questions, and official visitors. Upon completion of the project and acceptance by the District, the Inspector’s daily log shall be submitted to the District for its permanent records.

f. **Notification to Office of State Architect/Engineer.** The Inspector shall notify the Office of State Architect/Engineer: (1) when work is started on the project; (2) at least 48 hours in advance of the time foundation trenches will be complete, ready for footing forms; (3) at least 48 hours in advance of the first pour of concrete; and (4) when work is suspended for a period of more than two weeks.

g. **Construction Procedure Records.** The Inspector shall keep a record of certain phases of construction procedure including, but not limited to, the following:

   (1) **Concrete pouring operations.** The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

   (2) **Welding operations.** The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

   (3) **Pile driving operations.** Penetration under the last 10 blows for each pile when piles are driven for foundations.

   (4) **All required testing as described in the project’s contract documents.** Inspector will review contract document requirements with SMC Project Manager prior to commencement of work.

All such records of construction procedure shall be kept on the job until the completion of the work. Upon completion of the project and acceptance by the District, these records shall be submitted to the District for its permanent records.

h. **Deviations.** The Inspector shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to its attention. Copies of such notice shall be forwarded immediately to the Architect/Engineer and to the Division of the State Architect. Inspector shall provide copies of all communications with Architect/Engineer to the SMC Project Manager.

The failure of the Inspector to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete work covered by its contract in accordance with the approved plans and specifications and all laws and regulations.

i. **Verified Progress Reports.** The Inspector shall make and submit to the Division of the State Architect verified progress reports as required by Title 24 of the California Code of Regulations. The Inspector shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

j. **Notices to District.** The Inspector shall submit copies of all reports, notifications, deviations and change orders to the District’s administrator of this Agreement.
4. **Term of Agreement.** The term of this Agreement is from ______ to ______ until one of the following occurs: (a) the Notice of Completion is filed; (b) the project is terminated or suspended by District prior to completion; or (c) the District terminates this Agreement pursuant to paragraph 11 below, not to exceed five (5) years.

5. **Inspector's Fee.** District shall pay to Inspector for the performance of all services rendered pursuant to this agreement a Not-to-Exceed total contract price of $***, commencing upon ***. This sum includes all expenses connected with the services performed. It is Inspector's responsibility to pay for lodging, travel, and miscellaneous expenses in conjunction with the services performed.

6. **Method of Payment.** Payments shall be made only upon an invoice properly submitted by Inspector accompanied by a statement certifying the extent of performance under this agreement. Inspector's statement must have the Inspector's employer identification number. Failure to provide full information will cause delay in payment.

Each payment request shall itemize hours worked each day and shall include the Daily Logs for the pay period.

Each invoice shall be approved by the administrator of this Agreement as designated in paragraph 2 prior to payment. Each claim if so approved and paid shall constitute full and complete compensation to Inspector for the period covered by the claim. It is expressly understood and agreed that in no event shall Inspector be entitled to any compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

7. **Inspector's Employees and Equipment.** Inspector agrees that it has secured or will secure at its own expense all persons, employees and equipment required to perform under this Agreement. Inspector shall be responsible for all salaries, payments and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement. At no time shall Inspector employ any employee of the District during the course of this contract.

8. **Payment of Prevailing Wages on Public Works Project.** All workers employed are to be paid prevailing wages pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2 of the Labor Code of California.

The Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Inspector is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is $1,000 or more, the Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

9. **Audit and Inspection of Records.** At any time during normal business hours and as often as District may deem necessary, Inspector shall make available to District for examination at reasonable locations within the County of Marin all of Inspector's data and records with respect to all matters covered by this Agreement, and Inspector will permit the District to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, material, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. **Inspector's Qualifications.** Inspector shall at all times maintain for itself and its employees proper licensing and qualifications to perform the duties of inspection required to enable it to discharge the duties set forth herein.

11. **Termination.** The District may terminate this Agreement at any time and for any reason in its sole discretion, by giving written notice to Inspector 10 calendar days in advance of the date of termination. In the event of such termination, Inspector shall be paid for services performed hereunder up to and including the date of termination on its submittal of an invoice as required by paragraph 8 above. In the event of such termination, all finished or unfinished documents and materials which Inspector has produced hereunder shall become the sole and exclusive property of the District. Inspector hereby expressly waives any and all claims for damages or compensation arising under the agreement, except as set forth in this paragraph.

12. **Changes.** The District may from time to time require changes in the scope of the services of Inspector to be performed hereunder. Such changes, including any increase or decrease in the amount of Inspector's compensation, shall be effective only when incorporated by written amendments to this Agreement signed by both parties.

13. **Equal Opportunity.** Inspector will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical or mental disability, ancestry, sex, sexual orientation, or national origin or any other characteristic protected by law.
14. **Assignment.** Inspector shall not assign or transfer any interest in this Agreement without the prior written consent of the District thereto.

15. **Conflict of Interest.** Inspector represents and warrants 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 work and services required under this Agreement. Without limitations, Inspector represents to and agrees with District that Inspector has no present, and will have no future conflict of interest between providing District services hereunder and any interest Inspector 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, environment or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

16. **Ownership and Confidentiality of Material.** Any reports, information, data, statistics, forms, procedures, systems, studies or other communication or form of knowledge given to or prepared or assembled by Inspector under this Agreement shall be the sole and exclusive property of the District, shall not be subject to private use, copyright or patent other than by the District, shall be kept confidential and not made available by Inspector to persons not authorized by this Agreement without District's prior approval.

17. **Inspector's Duty to Show Proof of Insurance.** Prior to the execution of this Agreement, Inspector shall furnish to District Certificates of Insurance showing satisfactory proof that Inspector 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 Inspector for which Inspector may be legally liable, whether performed by Inspector, or by those employed directly or indirectly by it, or by anyone for whose acts Inspector may be liable:

**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 $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

**Business Automobile Liability Insurance**

Business automobile liability insurance with limits not less than $1,000,000 combined single limit including coverage for owned, non-owned and hired vehicles.

**Workers’ Compensation Insurance**

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant 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.

**Insurance terms and conditions**

**Status of MARIN COMMUNITY COLLEGE DISTRICT as Additional Insured.**

On Inspector’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, and there shall be a waiver of subrogation as to each named and additional insured.
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.

Certificates of Insurance 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."

Consultant'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 Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees may be held responsible for payment of damages resulting from their operations.

If Inspector fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Inspector under this Agreement.

Provide Proof of Insurance

**Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

**Send Insurance Certificate and Endorsement to:**

<table>
<thead>
<tr>
<th>Copy by fax to:</th>
<th>Mail original to:</th>
</tr>
</thead>
</table>
| Marin Community College District  
c/o Swinerton Management & Consulting  
phone: 415-684-3139  
fax: 415-721-7039 | Marin Community College District  
P.O. Box 144003  
Kentfield, CA 94914 |

**Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin County, California. 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. As between the parties to this Agreement any applicable status of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

19. **Notices.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<table>
<thead>
<tr>
<th>Inspector</th>
<th>District</th>
</tr>
</thead>
</table>
| Name      | Marin Community College District  
P.O. Box 144003  
Kentfield, CA 94914 |
| Address   |          |
| Phone & Fax |        |

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.
20. **Independent Contractor.** It is agreed that the District is interested only in the results obtained hereunder and that Inspector shall perform as an independent contractor with sole control of the manner and means of performing the services required under this agreement and not as an employee of the District.

21. **Instructions to Proceed.** Inspector is not to proceed with performance of any services under this agreement without first securing written authorization from the District to do so.

IN WITNESS WHEREOF, the District and Inspector have executed this agreement effective as of the date written first above.

---

**INSPECTOR**

By: _________________________________

[Signature]

[Printed Name]

[Title]

---

**MARIN COMMUNITY COLLEGE DISTRICT**

By: _________________________________

[Signature]

Al Harrison
Vice President College Operations

[Title]
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>February 19, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.B.3(a)</td>
</tr>
<tr>
<td>Subject:</td>
<td>TransTech Relocation Project (850-H)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Authorize Procurement of Butler Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>Enclosure(s):</td>
<td>ACTION – AWARD</td>
<td>None</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

An owner-furnished, contractor-installed Butler building will serve as the temporary ("swing space") facility for the Automotive Technology programs at the Indian Valley Campus during modernization of Pomo 1 and 2. The Butler building is expected to be approximately 3,000 square feet in size; informal procurement bids will be solicited in accordance with Board policy.

The District recommends that the Board authorize procurement of this temporary building. Installation will be completed by a construction contractor, to be authorized and bid at a later date. Procurement, however, has a long lead fabrication time and must commence immediately to ensure completion in time for occupancy by Fall Semester 2008.

**FISCAL IMPACT:**

The procurement, anticipated at about $45,000, will be paid from Measure C bond funds and is not expected to exceed State limits for informal procurement.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board authorize procurement of an owner-furnished, contractor-installed Butler building for the relocation of the Automotive Technology program at the Indian Valley Campus.

**Administrator Initiating Item**  
V-Anne Chernock  
Director of Modernization

**Administrator Approving Item**  
Albert J. Harrison  
Vice President, College Operations
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>February 19, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.12.B.3(b)</td>
</tr>
<tr>
<td>Subject:</td>
<td>PE Complex PV Project (308D)</td>
<td>Approve Project and Authorize Bidding</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>None</td>
</tr>
</tbody>
</table>

BACKGROUND:

The design of the PE Complex PV Project (308D) at Kentfield has been submitted to DSA and is awaiting final approval. The District now seeks Board approval of this project and authorization to begin the bidding process following final DSA approval.

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $3,400,000 against a budget of $3,400,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the PE Complex PV Project (308D) and authorize the District to proceed with bidding the work following final DSA approval.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees                        Date: February 19, 2008
From: Superintendent/President               Item & File No. C.12.B.3(c)
Subject: 12 KV Utilities Extension Project (407C)  
          Approve Project and Authorize Bidding
Reason for Board Consideration: APRROVAL      Enclosure(s): None

BACKGROUND:

The design of the 12 KV Utilities Extension Project (407C) at the Indian Valley Campus has been submitted to DSA and is awaiting final approval. The scope of work for this project comprises a utility upgrade for the new Main Building Complex.

The District now seeks Board approval of this project and authorization to begin the bidding process following final DSA approval

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $500,000 against a budget of $517,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the 12 KV Utilities Extension Project (407C) and authorize the District to proceed with bidding the work following final DSA approval.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: West Campus Bridge Project (301A)
Approve Project and Authorize Bidding

Reason for Board Consideration: APPROVAL
Enclosure(s): None

BACKGROUND:

The design of the West Campus Bridge Project (301A) at the Kentfield Campus has been submitted to DSA and is awaiting final approval.

The District now seeks Board approval of this project and authorization to begin the bidding process following final DSA approval.

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $700,000 against a budget of $1,482,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the West Campus Bridge Project (301A) and authorize the District to proceed with bidding the work following final DSA approval.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:  Board of Trustees  
From:  Superintendent/President  
Date:  February 19, 2008

Item & File No. C.12.B.4(a)

Subject:  
New Fine Arts Building Project (306C)  
Additional services – Scope Changes  
Marcy Wong Donn Logan Architects - Amendment 4 / 4A

Reason for Board Consideration:  APPROVAL  
Enclosure(s):  LF Amendment 4 or 4A

BACKGROUND:

Marcy Wong / Donn Logan Architects (MWDL) was selected as the Project Specific Architect for the New Fine Arts Building Project (306C) and a long form professional services agreement was approved on April 17, 2007. Amendments 1 through 3 were previously approved.

Additional (assessment) services were performed for owner requested scope changes (additional restrooms), which were discussed at a Board workshop earlier today. Additional (design) services will be performed if the Board approves a revised Bond Spending Plan in a separate action at this meeting. Two alternates to Amendment #4 to the MWDL contract are therefore presented for approval, as follows:

Amendment 4  $50,000  Additional assessment services related to owner-requested addition of restrooms to first and third floors of New Fine Arts Building – approval requested if revised Bond Spending Plan is *not* approved

OR

Amendment 4A  $170,000  Additional assessment *and design* services related to owner-requested addition of restrooms to first and third floors of New Fine Arts Building – approval requested if revised Bond Spending Plan is approved

FISCAL IMPACT:

Amendment 4 or amendment 4A will be paid from Measure C bond funds.

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Amendment 1</th>
<th>Amendment 2</th>
<th>Amendment 3</th>
<th>Amendment 4</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,290,000</td>
<td>$125,100</td>
<td>$17,500</td>
<td>$18,000</td>
<td>$50,000</td>
<td>$3,500,600</td>
</tr>
</tbody>
</table>

Design services for Fine and Performing Arts (306A & 306C)  
Funding augmentation for additional programming and conceptual design services; PA Building Modernization survey specifications for re-use of mechanical & electrical components (306A)

Topographic & boundary corrections (803A)

Equipment specialist services

Additional assessments to date (owner requested) New Fine Arts Building Project (306C) (2 month delay)

OR
Amendment 4A  $170,000 Additional assessments to date (owner requested) and re-design services to add restrooms to New Fine Arts Building Project (306C) (4 month delay)

Total Contract Amount  $3,620,600

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 4 or 4A to MWDL for additional services based upon revised Bond Spending Plan approval for the New Fine Arts Building Project (306C), as follows:

Amendment 4: assessment only, if revised Bond Spending Plan is not approved

Amendment 4A: assessment and design, if revised Bond Spending Plan is approved
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08 Consultant: Marcy Wong Donn Logan

Project(s) (name and number): New Fine Arts Building (306C)

Type of contract (check all that apply):

___ Full service (architecture) ___ Task contract (specialty consultant)

___ Short form ___ Long form

Original _____ or Amendment # 4 or 4A

Amount of this contract/amendment: $50,000 (4) or $170,000 (4A)

Total amount of contract to date including this amendment $3,500,000 (4)

Documents to be included in Board packet (check and initial):

___ Full agreement ___ Changes to agreement Reviewed: ___

___ Appendix A ___ Changes to Appendix A Reviewed: ___

___ Appendix B ___ Changes to Appendix B Reviewed: ___

___ Appendix C ___ Changes to Appendix C Reviewed: ___

___ Appendix D ___ Changes to Appendix D Reviewed: ___

___ Appendix E ___ Changes to Appendix E Reviewed: ___

___ Other backup materials? Reviewed: ___

Legal review required? Yes No If yes, counsel’s initials: ___

If not, why not? No change to legal language

Agenda cover page prepared by: Reviewed by: ___

Submittal sign-off:
Program Manager: Director: ___

Amendment Checklist 2/4/2008
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement?
Have they been reviewed by legal counsel?

☐ Appendix A: is the scope of work consistent with the requirements of the master agreement?

☐ Appendix B: is the fee appropriate to the scope of work?

☐ Is the fee within budget?
If not, does it require a budget transfer?

☑ Do the numbers all add up correctly?

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?

☑ Appendix D: are the deliverables sufficient to manage the scope of work?

☑ Appendix E: has the insurance requirement changed?
Reviewed by legal counsel?

☑ Coordination: cross-check all items in amendment with one another

---

Agenda cover page

☑ Is the type of contract clearly defined?
Basic or additional service?

☐ Is the reason for the amendment clearly stated?

☐ Do the amendment amounts match the amended Appendix B?

☐ Are the project title and number included and correct?

Reviewed by: Vice President Al Harrison
AMENDMENT 4

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Marcy Wong Donn Logan Architects

February 19, 2008

AMENDMENT 4 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

APPENDIX A

1. Additional Services

   New Fine Arts Building Project (306C)
   Additional assessments to date (owner requested)

END OF AMENDMENT 4 TO APPENDIX A
AMENDMENT 4 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

I. Amount of Compensation for Services to Consultant

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$3,290,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design services for Fine and Performing Arts</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 1</th>
<th>$125,100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding augmentation for additional programming and conceptual design services</td>
<td></td>
</tr>
<tr>
<td>PA Building Modernization survey specifications for re-use of mechanical &amp; electrical components</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment # 2</th>
<th>$17,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topographic &amp; boundary corrections (803A)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment # 3</th>
<th>$18,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment specialist services for New Fine Arts Building Project (306C)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amendment # 4</th>
<th>$50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Fine Arts Building Project (306C)</td>
<td></td>
</tr>
<tr>
<td>Additional assessments to date (owner requested)</td>
<td></td>
</tr>
</tbody>
</table>

| Total Contract Amount | $3,500,600 |

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 4 to Appendix. Payments made for services authorized under AMENDMENT 4 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 4 TO APPENDIX B
AMENDMENT 4 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 4 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Fine Arts Building Project (306C)</td>
<td>Original start date for Contract Documents Phase was 12/11/2007</td>
</tr>
<tr>
<td>Additional assessments to date (owner requested)</td>
<td>New start date for Contract Documents is 2/20/2008</td>
</tr>
</tbody>
</table>

**Updated Milestone dates are as follows:**

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents Phase Start</td>
<td>2/20/2008</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>5/12/2008</td>
</tr>
<tr>
<td>DSA Submittal (95% CDs)</td>
<td>7/14/2008</td>
</tr>
<tr>
<td>Estimated DSA Stamp Out (100% CDs)</td>
<td>11/14/2008</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>3/15/2009</td>
</tr>
<tr>
<td>Operation/Project Close Out Phase – 3 months</td>
<td>7/31/2010 – 10/31/2010</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 4 TO APPENDIX C
AMENDMENT 4 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Dorn Logan Architects (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 4 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items in electronic format:

   As noted in Appendix C - Milestones

END OF AMENDMENT 4 TO APPENDIX D
AMENDMENT 4 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

No Changes.

END OF AMENDMENT 4 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 4 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Marcy Wong Donn Logan Architects.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________        Date ________________

Al Harrison
Vice President College Operations

Marcy Wong Donn Logan Architects

By ___________________________        Date ________________

______________________________        Its ________________
AMENDMENT 4A

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Marcy Wong Donn Logan Architects

February 19, 2008

AMENDMENT 4A to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District)
and Marcy Wong Donn Logan Architects (Consultant).

APPENDIX A

1. Additional Services

   New Fine Arts Building Project (306C)
   Additional assessments to date (owner requested) and re-design services to add restrooms

END OF AMENDMENT 4A TO APPENDIX A
AMENDMENT 4A to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

1. Amount of Compensation for Services to Consultant

   Original Contract Amount $3,290,000
   Design services for Fine and Performing Arts

   Total Amendment # 1 $125,100
   Funding augmentation for additional programming and conceptual design services
   PA Building Modernization survey specifications for re-use of mechanical & electrical components

   Amendment # 2 $17,500
   Topographic & boundary corrections (803A)

   Amendment # 3 $18,000
   Equipment specialist services for New Fine Arts Building Project (306C)

   Total Amendment # 4A $170,000
   New Fine Arts Building Project (306C)
   Additional assessments to date (owner requested) and re-design services to add restrooms

Total Contract Amount $3,620,600

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 4A to Appendix. Payments made for services authorized under AMENDMENT 4A to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 4A TO APPENDIX B
AMENDMENT 4A TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 4A to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Fine Arts Building Project (306C)</td>
<td>Original start date for Contract Documents Phase</td>
</tr>
<tr>
<td>Additional assessments to date (owner requested</td>
<td>was 12/11/2007</td>
</tr>
<tr>
<td>and re-design services to add restrooms</td>
<td>New start date for Contract Documents Phase is</td>
</tr>
<tr>
<td></td>
<td>8/29/2008</td>
</tr>
</tbody>
</table>

Updated Milestone dates are as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Document Phase Start</td>
<td>2/20/2008</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>6/30/2008</td>
</tr>
<tr>
<td>DSA Submittal (95% CDs)</td>
<td>8/29/2008</td>
</tr>
<tr>
<td>Estimated DSA Stamp Out (100% CDs)</td>
<td>1/31/2009</td>
</tr>
<tr>
<td>Operation/Project Close Out Phase – 3 months</td>
<td>8/01/2010 – 11/30/2010</td>
</tr>
<tr>
<td>Project Close Out with DSA</td>
<td>8/30/2010 – 12/31/2010</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 4A TO APPENDIX C
AMENDMENT 4A to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 4A to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

As noted in Appendix C - Milestones

END OF AMENDMENT 4A TO APPENDIX D
AMENDMENT 4A TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

No Changes.

END OF AMENDMENT 4A TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 4A to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Marcy Wong Donn Logan Architects.

MARIN COMMUNITY COLLEGE DISTRICT

By ______________________________ Date ________________

Al Harrison
Vice President College Operations

Marcy Wong Donn Logan Architects

By ______________________________ Date ________________

______________________________ Its ________________
BACKGROUND:

Hardison, Komatsu, Ivelich & Tucker (HKIT) was selected as the Project Specific Architect for the Transportation Technology Complex Project (402A) and a long form professional services agreement was approved on April 17, 2007. HKIT has completed program level work for the District’s Swing Space planning as well as project specific work for the Measure C bond program. Amendments 1 through 6 have been previously approved for these services.

Design services for the Student Services building were requested for the relocation of the DSPS program. Although Amendment 4 outlined design services for the Student Services building, HKIT was subsequently directed not to proceed.

Amendment 7 is presented herein for approval in the amount of ($88,000).

**Total Amendment 7**  
($ 88,000)

**FISCAL IMPACT:**

Amendment 7 will be paid from Measure C bond funds.

- Original Contract Amount $1,145,125
- Amendment 1 $363,835
- Amendment 2 $92,700
- Amendment 3 $34,000  
  - Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services
  - Site and classroom layouts; construction documents, project manual
  - Construction administration services
- Amendment 4 $100,800
- Amendment 5 $3,120  
  - Additional design and construction administration services for District-requested plan changes and program adjustments
- Amendment 6 $28,000  
  - Additional design services for Campus Corner Relocation Project (850G) to relocate and install one (1) existing portable classroom for Health Services program.
- Amendment 7 ($88,000)
  - Credit from Amendment 4 for design services not utilized

**Total Contract Amount** $1,679,580

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment 7 to HKIT in the amount of ($88,000) for a credit to the Swing Space budget for design services not utilized for the Campus Corner Relocation (DSPS) Project (850G).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08 Consultant: HKIT

Project(s) (name and number): Campus Corner Relocation (C506)

Type of contract (check all that apply):

___ Full service (architecture) ___ Task contract (specialty consultant)

___ Short form ___ Long form

Original _____ or Amendment # 7

Amount of this contract/amendment: $88,000 credit

Total amount of contract to date including this amendment $1,179,580

Documents to be included in Board packet (check and initial):

___ Full agreement ___ Changes to agreement Reviewed:

___ Appendix A ___ Changes to Appendix A Reviewed: TKB

___ Appendix B ___ Changes to Appendix B Reviewed: TKB

___ Appendix C ___ Changes to Appendix C Reviewed:

___ Appendix D ___ Changes to Appendix D Reviewed:

___ Appendix E ___ Changes to Appendix E Reviewed:

___ Other backup materials? Reviewed:

Legal review required? ___ Yes ___ No If yes, counsel's initials:

If not, why not? No change to legal language

(Credit amendment)

Agenda cover page prepared by: EB Reviewed by: TKB

Submittal sign-off:
Program Manager: TKB Director: Nimmerick

Amendment Checklist 2/4/2008 1
Measure C Bond Modernization Program  
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement? Have they been reviewed by legal counsel?  
N/A Yes No

☑ Appendix A: is the scope of work consistent with the requirements of the master agreement?  
Yes No

☑ Appendix B: is the fee appropriate to the scope of work?  
Yes No

☑ Is the fee within budget? If not, does it require a budget transfer?  
N/A Yes No

☑ Do the numbers all add up correctly?  
Yes No

☑ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?  
Yes No N/A

☑ Appendix D: are the deliverables sufficient to manage the scope of work?  
Yes No N/A

☑ Appendix E: has the insurance requirement changed? Reviewed by legal counsel?  
N/A Yes No

☑ Coordination: cross-check all items in amendment with one another

Agenda cover page

☑ Is the type of contract clearly defined? Basic or additional service?  
Yes No Basic Add

☑ Is the reason for the amendment clearly stated?  
Yes No

☑ Do the amendment amounts match the amended Appendix B?  
Yes No

☑ Are the project title and number included and correct?  
Yes No

Reviewed by: Vice President Al Harrison
AMENDMENT 7

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
HKIT (Hardison Komatsu Ivelich & Tucker)

February 19, 2008

AMENDMENT 7 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of, Appendix A – Scope of Services of the
Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY
COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Additional Services

   Campus Corner Relocation (DSPS) Project ($50G)
   Credit for DSPS relocation design services from amendment 4 not to be utilized ($88,000)

END OF AMENDMENT 7 TO APPENDIX A
AMENDMENT 7 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

1. Amount of Compensation for Services to Consultant

   **Original Long Form Contract Amount** $1,145,125
   Total Amendment # 1 $363,835

   **Amendment #2** $92,700
   Roof Replacement and Standards; Pomo 4 Bid Documents and Environmental Landscape Program Relocation Design Services

   **Amendment #3** $34,000
   Coordinate & assist with site and classroom layouts
   Provide Construction Documents and Project Manual
   Assist with project bidding and provide construction administration services

   **Amendment #4** $100,800
   Project # 850G – Campus Corner Relocation (DSPS & Health Services)
   Portables (DSPS & Health Services) – Conceptual design services
   Student Services Remodel – Design and coordination
   Fusselman Hall Reuse – Provide conceptual design services

   **Amendment #5** $3,120
   Additional services reflect the on-going plan changes and program adjustments generated by the District that have required additional design, coordination and drafting time. Additional construction administration services to address these adjustments and the DSA Inspector of Record requirements are included. (Project # 850F)

   **Amendment #6** $28,000
   Project # 850G – Campus Corner Relocation (Health Services)
   Additional services for the continued design of temporary housing for Health Services. Scope includes the relocation and installation of one (1) existing portable classroom.

   **Total Amendment # 7**
   Campus Corner Relocation (DSPS) Project (850G)
   Credit for DSPS relocation design services from amendment 4 not to be utilized ($88,000)

   **Total Contract Amount** $1,679,580

1.1 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 7 to Appendix A. Payments made for services authorized under AMENDMENT 7 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

**END OF AMENDMENT 7 TO APPENDIX B**
AMENDMENT 7 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 7 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable</td>
<td></td>
</tr>
</tbody>
</table>

END OF AMENDMENT 7 TO APPENDIX C
AMENDMENT 7 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and HKIT (Hardison Komatsu Ivelich & Tucker) (Consultant).

Deliverables for Work Authorized under AMENDMENT 7 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

Not applicable

END OF AMENDMENT 7 TO APPENDIX D

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 7 to the Professional Services Agreement dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and HKIT (Hardison Komatsu Ivelich & Tucker)

MARIN COMMUNITY COLLEGE DISTRICT

By ____________________________ Date ________________

Al Harrison
Vice President College Operations

HKIT (Hardison Komatsu Ivelich & Tucker)

By ____________________________ Date ________________

Dara A. Youngdale ____________________________ Its ______ President __________

By ____________________________ Date ________________

Thomas C. Brutting ____________________________ Its ______ Vice-President __________
BACKGROUND:

Royston, Hanamoto, Alley & Abey (RHAA) was selected as the District Landscape Architect and a long form professional services agreement was approved on August 31, 2005. RHAA has completed program level work as well as project specific work for the Measure C bond program. Amendments 1 through 6 have been previously approved for these services.

Landscape survey and contract documents work, originally assigned to RHAA, was redirected and completed by CSW for the Ignacio Creek Erosion Mitigation Project (419A). Amendment 7 is presented herein for approval in the amount of ($22,342) to be deducted from RHAA’s contract.

Total Amendment 7  ($ 22,342)

FISCAL IMPACT:

Measure C bond funds for Amendment 7 will be redirected to CSW’s contract.

<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long Form Contract</td>
<td>$451,875</td>
<td>Urban Forestry Inspection Services;</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>$36,605</td>
<td>Landscape Assessment Report</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$76,790</td>
<td>Landscape design services associated with various other projects</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>$49,824</td>
<td>Design services through schematic design only for IVC Bridges &amp; Pathways</td>
</tr>
<tr>
<td>Amendment 4</td>
<td>$50,060</td>
<td>Design development documents; construction administration services for Parking Lot-Bioswale &amp; Pathways (401B &amp; 413A)</td>
</tr>
<tr>
<td>Amendment 5</td>
<td>$90,300</td>
<td>Contract time extension</td>
</tr>
<tr>
<td>Amendment 6</td>
<td>$0</td>
<td>Credit for Ignacio Creek Erosion Mitigation (419A) landscape survey &amp; contract documents work</td>
</tr>
<tr>
<td>Amendment 7</td>
<td>($22,342)</td>
<td></td>
</tr>
</tbody>
</table>

Total Contract Amount  $733,112

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 7 to RHAA in the amount of ($22,342) for the Ignacio Creek Erosion Mitigation (419A).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08  Consultant: RHAA

Project(s) (name and number): Ignacio Creek Erosion Mitigation (419A)

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)

___ Short form  ___ Long form

Original ___  or  Amendment # 7

Amount of this contract/amendment: $ (22,342) credit

Total amount of contract to date including this amendment $ 733,112

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement  Reviewed: ______

___ Appendix A  ___ Changes to Appendix A  Reviewed: RAS

___ Appendix B  ___ Changes to Appendix B  Reviewed: RAS

___ Appendix C  ___ Changes to Appendix C  Reviewed: ______

___ Appendix D  ___ Changes to Appendix D  Reviewed: ______

___ Appendix E  ___ Changes to Appendix E  Reviewed: ______

___ Other backup materials?  Reviewed: ______

Legal review required?  ___ Yes  ___ No  If yes, counsel's initials: ______

If not, why not? No change to legal language (credit amendment)

Agenda cover page prepared by: D  Reviewed by: RAS

Submittal sign-off:
Program Manager: RAS  Director: Akersmack
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔  Are there changes to the master agreement?</td>
<td>Yes</td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td>N/A</td>
</tr>
<tr>
<td>✔  Appendix A: is the scope of work consistent with the requirements of the master agreement?</td>
<td>Yes</td>
</tr>
<tr>
<td>✔  Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes</td>
</tr>
<tr>
<td>Is the fee within budget?</td>
<td>Yes</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td>N/A</td>
</tr>
<tr>
<td>✔  Do the numbers all add up correctly?</td>
<td>Yes</td>
</tr>
<tr>
<td>✔  Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes</td>
</tr>
<tr>
<td>✔  Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes</td>
</tr>
<tr>
<td>✔  Appendix E: has the insurance requirement changed? Reviewed by legal counsel!?</td>
<td>Yes</td>
</tr>
<tr>
<td>✔  Coordination: cross-check all items in amendment with one another</td>
<td></td>
</tr>
</tbody>
</table>

**Agenda cover page**

<table>
<thead>
<tr>
<th>Reviewed by: Vice President Al Harrison</th>
</tr>
</thead>
</table>

| ✔  Is the type of contract clearly defined? Basic or additional service? | Yes Basic Add? |
| ✔  Is the reason for the amendment clearly stated?                      | Yes           |
| ✔  Do the amendment amounts match the amended Appendix B?               | Yes           |
| ✔  Are the project title and number included and correct?               | Yes           |
AMENDMENT 7

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Royston Hanamoto Alley & Abey

February 19, 2008

AMENDMENT 7 TO APPENDIX A – SCOPE OF SERVICES

APPENDIX A

1. Additional Services

Ignacio Creek Erosion Mitigation Project (419A)
Work tasks related to developing tree species diversity in the riparian zone in support of the project

END OF AMENDMENT 7 TO APPENDIX A
AMENDMENT 7 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

1. **Amount of Compensation for Services to Consultant**

   **Original Contract Amount**  
   $451,875  
   District-wide landscape master planning and assessment

   **Amendment # 1**  
   $36,605  
   Urban Forestry Inspection Services for the implementation phase of the IVC Fire Mitigation Project and for the Tree Removal project implementation phase at both campuses; Management and Tree Protection plans for tree removal and protection in construction zones and zone access areas on the Kentfield Campus.

   **Amendment # 2**  
   $76,790  
   Landscape Assessment Report; Ignacio Creek Erosion Mitigation Plan; Fire Mitigation Plan; Tree Removal Plan; Gas Main Replacement Project; Diamond PE Complex Renovation

   **Amendment # 3**  
   $49,824  
   Kentfield Campus Construction Phasing Diagrams; Indian Valley Construction Phasing Diagrams; and Diamond PE Complex Construction Phasing Diagrams.

   **Amendment # 4**  
   $50,060  
   Design Documents through Schematic Design and LEED services for IVC Parking Loits and Bioswales Project 401B; Bridges and Pathways Project 413A; and Fire Mitigation Landscape Maintenance / Manpower Plan 418A

   **Amendment # 5**  
   $90,300  
   Parking Lot-Bioswale & Pathways (401B & 413A)  
   Construction documents and construction administration

   **Amendment # 6**  
   $0  
   Contract time extension

   **Amendment # 7**  
   Ignacio Creek Erosion Mitigation (419A)  
   Work tasks related to developing tree species diversity in the riparian zone in support of the project

   **Total Amendment # 7**  
   $(22,342)

   **Total Contract Amount**  
   $733,112

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 7 to Appendix A – Scope of Services. Payments made for services authorized under AMENDMENT 7 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 7 TO APPENDIX B
AMENDMENT 7 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 7 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable</td>
<td></td>
</tr>
</tbody>
</table>

END OF AMENDMENT 7 TO APPENDIX C
AMENDMENT 7 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston Hanamoto Alley & Abey (Consultant).

Deliverables for Work Authorized under AMENDMENT 7 to Appendix A – Scope of Work

Not applicable

END OF AMENDMENT 7 TO APPENDIX D
AMENDMENT 7 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Royston, Hanamoto, Alley & Abey (Consultant).

No Changes.

END OF AMENDMENT 7 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 7 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Royston, Hanamoto, Alley & Abey.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

Royston Hanamoto Alley & Abey

By ___________________________ Date ________________

______________________________ Its ________________
BACKGROUND:

CSW/Stuber-Stroeh was selected as the District’s Civil Engineer and a long form contract was approved on August 31, 2005. CSW has completed program level work as well as project specific work for the Measure C bond program. Amendments 1 through 15 have been previously approved for these services.

Landscape survey and contract documents work, originally assigned to RHAA (Royston, Hanamoto, Alley & Abey) the District’s Landscape Architect, was redirected and completed by CSW along with their civil engineering work for the Ignacio Creek Erosion Mitigation Project (419A).

Amendment 16 is presented herein for approval in the amount of $22,342.

**Total Amendment 16** $22,342

**FISCAL IMPACT:**

This amendment will be paid from Measure C bond funds previously assigned to RHAA. The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$436,067</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$21,560</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$188,755</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>$87,010</td>
</tr>
<tr>
<td>Amendment 4</td>
<td>$12,040</td>
</tr>
<tr>
<td>Amendment 5</td>
<td>$86,170</td>
</tr>
<tr>
<td>Amendment 6</td>
<td>$18,550</td>
</tr>
<tr>
<td>Amendment 7</td>
<td>$285,988</td>
</tr>
<tr>
<td>Amendment 8</td>
<td>$30,220</td>
</tr>
<tr>
<td>Amendment 9</td>
<td>$14,950</td>
</tr>
</tbody>
</table>

District-wide master planning and assessment
Larkspur Annex Design (321A)
District-wide additional boundary, local agency reviews, surveys, expanded scope at Lark Annex (321A), initial scope analysis of IVC Creek Erosion (419A) and IVC storm drain repairs (401A)
Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan
Initial utility surveying for new IVC Main Building (417A), DSA submittal for Lark Annex (321A)
Design services for Kentfield West Campus Bridge (301A), supplemental topographic surveying for PE Complex (308B)
Design services for utility extensions to PE Complex (308B)
Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.
Survey work Fine Arts and Performing Arts boundaries. Topographic base map for the Greenhouses project at IVC Design services for Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project
Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.
<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$19,000</td>
<td>Provide Design and Construction Administrative Services for utilities to support Larkspur Annex Restroom Trailer (321B) Geotechnical Borings and report for Transportation Technology Complex (402A)</td>
</tr>
<tr>
<td>11</td>
<td>$34,660</td>
<td>Program Level services (District Civil Engineer (803A) for Boundary and Topographic Surveys corrections</td>
</tr>
<tr>
<td>12</td>
<td>$15,408</td>
<td>Additional services for Boundary and Topographic Surveys (corrective work and Greenhouse/Shade Structure (850C))</td>
</tr>
<tr>
<td>13</td>
<td>$81,190</td>
<td>Design and construction administration services for Parking Lot-Bioswale (401B), Campus Corner Relocation (DSPS &amp; Health Services) (850G), Geothermal Field KTD (305B) and Geothermal Field IVC (417B)</td>
</tr>
<tr>
<td>14</td>
<td>$23,650</td>
<td>Environmental Impact Report Civil Engineering Support Services (810A)</td>
</tr>
<tr>
<td>15</td>
<td>$40,550</td>
<td>12 KV Utility Extension (407C); Parking Lot-Bioswale (401B); Transportation Tech Relocation (850H); Paragon Office Subscription (803A)</td>
</tr>
<tr>
<td>16</td>
<td>$22,342</td>
<td>Ignacio Creek Erosion Mitigation (419A) landscape survey</td>
</tr>
</tbody>
</table>

**Total Contract Amount $1,418,110**

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment 16 to CSW/Stuber-Stroeh Engineering in the amount of **$22,342** for the Ignacio Creek Erosion Mitigation (419A).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08  Consultant: CSW/Stubber-Stroeh

Project(s) (name and number): Ignacio Creek Erosion Mitigation (49A)

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)

___ Short form  __ Long form

Original _____ or Amendment # 110

Amount of this contract/amendment: $ 22,342

Total amount of contract to date including this amendment $ 1,418,110

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement  Reviewed: 

___ Appendix A  ___ Changes to Appendix A  Reviewed: 

___ Appendix B  ___ Changes to Appendix B  Reviewed: 

___ Appendix C  ___ Changes to Appendix C  Reviewed: 

___ Appendix D  ___ Changes to Appendix D  Reviewed: 

___ Appendix E  ___ Changes to Appendix E  Reviewed: 

___ Other backup materials?  New:

Legal review required? _____ Yes  ___ No  If yes, counsel’s initials:

If not, why not?  No change to legal language.

Agenda cover page prepared by: EB  Reviewed by: 

Submittal sign-off:
Program Manager:  Director:  

Amendment Checklist  2/4/2008  1
Measure C Bond Modernization Program  
Checklist for Consultant Contract Review

**Amendments**

- √ Are there changes to the master agreement? Have they been reviewed by legal counsel? [N/A] Yes [No]  
- √ Appendix A: is the scope of work consistent with the requirements of the master agreement? [Yes] No  
- √ Appendix B: is the fee appropriate to the scope of work? [Yes] No  
- √ Is the fee within budget? If not, does it require a budget transfer? [N/A] Yes [No]  
- √ Do the numbers all add up correctly? [Yes] No  
- √ Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? [Yes] No  
- √ Appendix D: are the deliverables sufficient to manage the scope of work? [Yes] No  
- √ Appendix E: has the insurance requirement changed? Reviewed by legal counsel? [N/A] Yes [No]  
- √ Coordination: cross-check all items in amendment with one another

---

**Agenda cover page**

- √ Is the type of contract clearly defined? Basic or additional service? [Yes] No [Basic] Add'l  
- √ Is the reason for the amendment clearly stated? [Yes] No  
- √ Do the amendment amounts match the amended Appendix B? [Yes] No  
- √ Are the project title and number included and correct? [Yes] No

Reviewed by: ________________  

Vice President Al Harrison

Amendment Checklist  
2/4/2008  

2
AMENDMENT 16

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
CSW/Stuber-Stroeh Engineering Group, Inc.

February 19, 2008

AMENDMENT 16 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group (Consultant).

APPENDIX A

1. Additional Services

   Ignacio Creek Erosion Mitigation Project (419A)
   Work tasks related to developing tree species diversity in the riparian zone in support of project

END OF AMENDMENT 16 TO APPENDIX A
AMENDMENT 16 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

I. **Amount of Compensation for Services to Consultant**

<table>
<thead>
<tr>
<th>Amendment #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td></td>
<td>$436,067</td>
</tr>
<tr>
<td></td>
<td>District-wide master planning and assessment</td>
<td></td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>Larkspur Annex Design (#321A)</td>
<td>$21,560</td>
</tr>
<tr>
<td>Total Amendment # 2</td>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
<td>$188,755</td>
</tr>
<tr>
<td>Total Amendment # 3</td>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td>$87,010</td>
</tr>
<tr>
<td>Total Amendment # 4</td>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td>$12,040</td>
</tr>
<tr>
<td>Total Amendment # 5</td>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td>$86,170</td>
</tr>
<tr>
<td>Total Amendment # 6</td>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td>$18,550</td>
</tr>
<tr>
<td>Total Amendment # 7</td>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
<td>$285,988</td>
</tr>
<tr>
<td>Amendment # 8</td>
<td>Topographic and design services for New Fine Arts Project (306C), Performing Arts Modernization Project (306A), Transportation Technology Complex Project (402A) and Greenhouse/Shade Structure Project (850C)</td>
<td>$30,220</td>
</tr>
<tr>
<td>Amendment # 9</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
<td>$14,950</td>
</tr>
<tr>
<td>Amendment # 10</td>
<td>Provide Design and Construction Administrative Services to the Larkspur Annex Restroom Trailer (Project # 321B) and Geotechnical Borings and report for Transportation Technology Complex (Project # 402A)</td>
<td>$19,000</td>
</tr>
</tbody>
</table>
Amendment # 11 $ 34,660

Program Level services (District Civil Engineer Project # 803A) for boundary and topographical surveys

Amendment # 12 $15,408

Program Level services (District Civil Engineering Project # 803A) for boundary and topographical surveys (services in addition to Amendment # 11)
Greenhouse & Shade Structure Project # 850C topographical map design work

Amendment # 13 $ 81,190

Design and construction administration services for Parking Lot-Bioswale (401B); Campus Corner Relocation (DSPS & Health Services) (850G); Geothermal Field KTD (305B); Geothermal Field IVC (417B)

Amendment # 14 $23,650

Amendment # 15 $40,550

12 KV Utility Extension (407C)
Construction documents & construction administration
Parking Lot-Bioswale (401B)
Vertical & horizontal pad certification
Transportation Tech Relocation (850H)
Construction administration
Paragon Office two year subscription (803A)

Amendment # 16

Ignacio Creek Erosion Mitigation (419A)
Work tasks related to developing tree species diversity in the riparian zone in support of project $ 22,342

Total Amendment # 16 $22,342

Total Contract Amount $1,418,110

1.1  The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 16 to Appendix A - Scope of Services shall not exceed $22,342. Payments made for services authorized under AMENDMENT 16 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 16 TO APPENDIX B
AMENDMENT 16 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 16 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ignacio Creek Mitigation Plan</td>
<td>6/1/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 16 TO APPENDIX C
AMENDMENT 16 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group. (Consultant).

Deliverables for Work Authorized under AMENDMENT 16 to Appendix A – Scope of Work

The deliverables required include without limitation the following items in electronic format:

- Ignacio Creek Erosion Mitigation Project (419A)
  - Documentation of biologist and arborist creek-walk survey; meeting notes and distribution per base contract stipulation; preparation of planting species diversity plan in the existing riparian zone; 5 site specific drawings for creek renewal planning areas.

END OF AMENDMENT 16 TO APPENDIX D
AMENDMENT 16 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW Stuber-Stroeh Engineering Group, Inc. (Consultant).

No Changes.

END OF AMENDMENT 16 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 16 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By __________________________________ Date ______________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By __________________________________ Date ______________

_________________________________________ Its. ______________
**BACKGROUND:**

Alfa Tech has completed program level work as well as project specific work for the Measure C bond program. Amendments 1 through 15 have been previously approved for these services.

Utility connection design services for the Environmental Landscape Program relocating to the Indian Valley Campus from the Kentfield Campus will be performed by Alfa Tech Cambridge Group.

Amendment 16 is presented herein for approval in the amount of $8,700.

**Amendment 16**

$8,700

**FISCAL IMPACT:**

This amendment will be paid from Measure C bond funds.

<table>
<thead>
<tr>
<th>Original Contract Amt</th>
<th>District-wide master planning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1  $64,080.00</td>
<td>District-wide Security Assessment</td>
</tr>
<tr>
<td>Amendment 2  $139,110.00</td>
<td>Photometric Study, exterior lighting; assessment &amp; evaluation report; Master Planning assistance; grant funding application assistance; develop baseline data for gas, water, sewer &amp; electrical utilities for each building &amp; develop evaluation of primary utility infrastructure. Project specific expanded design &amp; construction phase scopes for Larkspur Annex Demolition (321A)</td>
</tr>
</tbody>
</table>

| Amendment 3  $68,500.00 | Energy modeling for KTD projects |
| Amendment 4  $40,000.00 | Study on Emerging Solar Technologies |
| Amendment 5  $6,907.50 | Develop District Security Standards |
| Amendment 6  $97,200.00 | Geothermal field test bores; KTD and IVC |
| Amendment 7  $198,740.00 | Photovoltaic energy system design for PE Complex (308D) |
| Amendment 8  $20,000.00 | IVC Power Plants – (407A) – Boiler Replacement |
| Amendment 9  $191,800.50 | KTD: Replace Chiller (850A) |
| Amendment 10 $449,189.00 | District-wide: Technology Infrastructure Standards (210C) |
| Amendment 11 $19,680.00 | KTD: Development construction bid documents for geothermal exchange field (305B) |
| Amendment 12 $10,000.00 | IVC: Development construction bid documents for geothermal exchange field (417B) |
| | Provide design and construction phase services for temporary housing space for PE Complex Modernization (850F) |
| | Design services support Larkspur Annex Restroom (321B) |
| | Assessment of conceptual relocation space for DSPS (850G) |
Amendment 13 $130,106 New fire road light detail assessment and design services Parking Lot-Bioswale (401B) & Pathways (413A); light pole detail assessment and design services for Transportation Tech Complex (402A); design and construction administration services for Campus Corner Relocation (850G)

Amendment 14 $40,150 Design services for 12 KV Utility Extension (407C) in support of the new Main Building Complex and the Trans Tech Complex renovation; design services for owner-requested program changes to the PE Complex Portables (850F)

Amendment 15 $1,000 Paragon Office two-year subscription (806A)

Amendment 16 $8,700 Design services for utility connections for the Shade & Greenhouse Structures Project (850C)

Total Contract $1,972,198

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 16 to Alfa Tech Cambridge Group in the amount of $8,700 for utilities design services for the Shade & Greenhouse Structures Project (850C).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 2/19/08  Consultant: Alfa Tech Cambridge
Project(s) (name and number): Shade & Greenhouse Structures (850C)

Type of contract (check all that apply):

___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  ___ Long form

Original ________ or Amendment # 110

Amount of this contract/amendment: $ 8,700
Total amount of contract to date including this amendment $ 1,972,198

Documents to be included in Board packet (check and initial):

___ Full agreement  ___ Changes to agreement  Reviewed: ___
___ Appendix A  ___ Changes to Appendix A  Reviewed: ___
___ Appendix B  ___ Changes to Appendix B  Reviewed: ___
___ Appendix C  ___ Changes to Appendix C  Reviewed: ___
___ Appendix D  ___ Changes to Appendix D  Reviewed: ___
___ Appendix E  ___ Changes to Appendix E  Reviewed: ___
___ Other backup materials? ________________________________

Legal review required? _____ Yes  ___ No  If yes, counsel’s initials: ______________
If not, why not? No change to legal language

Agenda cover page prepared by: ___ Reviewed by: ___

Submittal sign-off:
Program Manager:  ___ Director: ___

Amendment Checklist  2/4/2008
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

Are there changes to the master agreement? Have they been reviewed by legal counsel? (N/A Yes No)

Appendix A: is the scope of work consistent with the requirements of the master agreement? Yes No

Appendix B: is the fee appropriate to the scope of work? Yes No

Is the fee within budget? If not, does it require a budget transfer? (N/A Yes No)

Do the numbers all add up correctly? Yes No

Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work? Yes No

Appendix D: are the deliverables sufficient to manage the scope of work? Yes No

Appendix E: has the insurance requirement changed? Reviewed by legal counsel? (N/A Yes No)

Coordination: cross-check all items in amendment with one another

Agenda cover page

Reviewed by: Vice President Al Harrison

Is the type of contract clearly defined? Basic or additional service? Yes No

Is the reason for the amendment clearly stated? Yes No

Do the amendment amounts match the amended Appendix B? Yes No

Are the project title and number included and correct? Yes No
AMENDMENT 16

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and

Alfa Tech Cambridge Group, Inc.

February 19, 2008

AMENDMENT 16 TO APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

APPENDIX A

1. Additional Services

Shade & Greenhouse Structures Project (850C)
Utility connection design services for the Environmental Landscape Program relocating to the Indian Valley Campus from the Kentfield Campus

END OF AMENDMENT 16 TO APPENDIX A
AMENDMENT 16 to Appendix B – Payments to Consultant

This is an AMENDMENT attached to, and made a part of, Appendix B – Payments to Consultant of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. **Amount of Compensation for Services to Architect**

   1.1. **Original Long Form Contract Amount**
       $487,035.00

   1.2. **Total Amendment #1**
       District-wide Security Assessment
       $64,080.00

   1.3. **Total Amendment #2**
       Photometric Study, exterior lighting; assessment & evaluation report;
       Master Planning assistance; grant funding application assistance;
       develop baseline data for gas, water, sewer & electrical utilities for
       each building & develop evaluation of primary utility infrastructure.
       * Project specific expanded design & construction phase scopes for
       Larkspur Annex Demolition (Project # 321A)
       $139,110.00

   1.4. **Total Amendment #3**
       Energy modeling for KTD projects
       $68,500.00

   1.5. **Total Amendment #4**
       Study on Emerging Solar Technologies
       $40,000.00

   1.6. **Total Amendment #5**
       Develop District Security Standards
       $6,907.50

   1.7. **Total Amendment #6**
       Perform test bores at Kentfield and Indian Valley to determine thermal
       conductivity for application in heating and cooling systems.
       Included are tests and computer modeling for each site.
       $97,200.00

   1.8. **Total Amendment #7**
       Develop construction documents for crystalline PE Complex PV solar
       Energy panels and supporting structures. Provide bidding assistance and
       Construction phase services.
       $198,740.00

   1.9. **Total Amendment #8**
       Develop specification documents for replacement of one boiler in Power
       Plant #1 at the IVC campus.
       $20,000.00

   1.10. **Total Amendment #9**
       Design and limited construction services for KTD Replace Chiller
       at Dance/Landscape.
       Develop District-wide Technology Infrastructure Plan and Standards.
       $191,800.50

   1.11 **Total Amendment #10**
       Design and Construction Administration Services for Geothermal Exchange
       Field to provide heating/cooling for SMCP, FA/PA, SS at KTD and
       New Main Building project at IVC
       $449,189.00

   1.12 **Total Amendment #11**
       Design and Construction Administrative Services for utilities to support
       temporary housing and program spaces at PE Complex
       $19,680.00
1.13 **Total Amendment # 12**
Design and Construction Services for utilities to support the Larkspur Annex Restroom Trailer 
(Project # 321B) 
Assessment of mechanical systems for concept relocation space for the DSPS Program 
(Project # 850G) $ 10,000.00

1.14 **Total Amendment # 13**
Design and assessment services for Parking Lot-Bioswale (Project # 401B) and Pathways (Project 
# 413A). Design and assessment services for site pole lighting for Transportation Tech Complex 
project (402A) fire access road. Design and construction administration services for Campus 
Corner Relocation (Project # 850G) $ 130,106.00

1.15 **Total Amendment # 14**
Design Services for utility extension to support Main Building and Trans Tech Complex 
renovation project (Auto Tech Buildings Pomo 1 and 2). Electrical and IT design services for the 
12 KV Utility Extension Project (407C). Design Services for owner requested changes to portable building layouts for the PE Complex 
Portables (850F) project. $ 40,150.00

1.16 **Amendment # 15**
Paragon Office two (2) year subscription (806A) $ 1,000.00

1.17 **Amendment # 16**
Shade & Greenhouse Structures Project (850C)
Utility connection design services for the Environmental Landscape Program relocating to the 
Indian Valley Campus from the Kentfield Campus

**Total Amendment # 16** $ 8,700.00

**Total Contract Amount** $1,972,198.00

*Notes: Invoices for all tasks in Appendix B above shall be invoiced by percentage complete.*

**END OF AMENDMENT 16 TO APPENDIX B**
AMENDMENT 16 to Appendix C – Milestone Schedule

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 16 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

<table>
<thead>
<tr>
<th>ACTIVITY:</th>
<th>MILESTONE DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Documents</td>
<td>2/29/2008</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>12/31/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 16 TO APPENDIX C
AMENDMENT 16 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 16 to Appendix A – Scope of Work

The deliverables required include without limitation the following items:

Shade & Greenhouse Structures Project (850C)
1. Contract documents
2. Construction administration

END OF AMENDMENT 16 TO APPENDIX D
AMENDMENT 16 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech Cambridge Group, Inc. (Consultant).

“No Changes”

END OF AMENDMENT 16 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 16 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and Alfa Tech Cambridge Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

Alfa Tech Cambridge Group, Inc.

By ___________________________ Date ________________

_____________________________ Its______________________
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: February 19, 2008
Item & File No. C.12.B.5(a)

Subject: Austin Science Center Roof Repairs Project (850E)
De-mobilization
Change Order # 3 – American Services Co.

Reason for Board Consideration: APPROVAL
Enclosure(s): Change Order # 3

BACKGROUND:

On October 9, 2007 the Board awarded a contract to American Services Co. for the Austin Science Center Roof Repairs project (850E). Change Orders # 1 and # 2 were previously approved.

Change Order # 3 is presented herein for approval, as follows:

Change Order # 3 – $0 (no cost) Temporarily de-mobilize due to wet and cold weather conditions. Contract will be extended through June 30, 2008 to allow completion after weather conditions improve.

FISCAL IMPACT:

Change Order # 3 will be paid from Measure C bond funds. The total amount of this contract to date is $224,492, including 9% in change orders, as follows:

Original Contract $207,454
Change Order # 1 ($3,224)
Change Order # 2 $20,262
Change Order # 3 $0

Total Contract $224,492

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Change Order # 3 to American Services Co. for a contract extension only (no cost) for the Austin Science Center Roof Repairs Project (850E).
**To:** American Services Co.  

You are directed to make the following changes in this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Temporarily de-mobilize due to wet and cold weather conditions. Re-mobilization will occur when there is 2 weeks of constant sunshine, at least fifty degree temperatures on the roof surface, and moisture testing has proved that roof is dry. Remaining open items will be finished at time of de-activation as documented in meeting minutes dated 1/23/2008. Extension of construction Contract through 6/30/2008.</td>
<td></td>
</tr>
</tbody>
</table>

End of Item

<table>
<thead>
<tr>
<th>SUBTOTAL: $0.00</th>
</tr>
</thead>
</table>

**NOTE:** Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work, complete supply and installation of materials and equipment, Contractor's fees, profit, and overhead, administrative, general conditions, all other indirect costs, and associated additional risks and insurance premiums.

### AGREEMENT

When this Change Order is signed by all parties, it constitutes their agreement:

- Original Contract Price: $207,454.00
- Net Change By Previously Authorized Change Order: $17,038.00
- Contract Price Prior To This Change Order: $224,492.00

A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made, and

<table>
<thead>
<tr>
<th>Contract Price Will Be:</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increased</td>
<td></td>
</tr>
<tr>
<td>Decreased</td>
<td></td>
</tr>
<tr>
<td>Unchanged</td>
<td></td>
</tr>
</tbody>
</table>

New Contract Price Including This Change Order: $224,492.00

### TIME ADJUSTMENT

- Date of Substantial Completion As Of The Date Of This Change Order: 6/30/2008
- Time Adjustment: 126 days
- Date Time Will Be: By this Change Order: Unchanged

### AGREED BY CONTRACTOR

American Services, Co.

**By:**

**Date:**

### ISSUED BY CONSTRUCTION MANAGER

**By:** Jake Skier, Construction Manager

**Date:**

### RECOMMENDED BY PROGRAM MANAGER

**By:** Rich Graziano, Program Manager

**Date:**

### RECOMMENDED BY OWNER

Marin Community College District

**By:** Bob Thompson, Director of Maintenance & Operations

**Date:**

### APPROVED BY

Marin Community College District

**By:** V-Jane Chernosky, Director of Modernization

**Date:**

**Authorized By:** Albert J. Harrison II

**Date:**
BACKGROUND:

On July 17, 2007 the Board awarded a contract to Banner Enterprises, Inc. for the Pool Boiler Replacement Project (407A). At this time the Board is asked to approve Change Order #2 (credit) and give notice and certify that the project has been inspected and that it complies with the plans and specifications; that the contractor has completed the work; that the contract is accepted as complete; and that a Notice of Completion (attached) is ready to be filed.

Total Change Order Credit ($9,785) Remove unspent allowance in contract and provide a Weiss Digital thermometer.

FISCAL IMPACT:

Change Order #2 will be credited to Measure C bond funds. The total amount of this contract to date is $29,552, including a 25% credit in change orders, as follows:

- Original Contract: $39,337
- Change Order #1: $0 (no cost – contract time extension)
- Change Order #2: ($9,785)

Total Contract: $29,552

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Notice of Completion for the Pool Boiler Replacement Project (407A) and Change Order #2 (deduct) in the amount of ($9,785) to Banner Enterprises, Inc.
To: BANNER ENTERPRISES

You are directed to make the following changes in this Contract:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Allowance in contract</td>
<td>-$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Provide a Welch Digital thermometer</td>
<td>$215.00</td>
</tr>
</tbody>
</table>

End of Items

SUBTOTAL: -$9,785.00

Owner's Unspecified Allowance: $0.00
Less previous authorizations against Allowance: $0.00
Amount authorized to be paid from the Allowance by this Change Order: $0.00
Remaining Owner's Unspecified Allowance: $0.00
Amount required to be added to Contract Amount (in case Allowance is exhausted): $0.00

TOTAL: -$9,785.00

NOTE: Unless otherwise noted in the specific item description above, the costs detailed in this Change Order represent the total cost of the work; complete supply and installation of materials and equipment; Contractor's fees, profit, and overhead; administration; general conditions; all indirect costs; and associated additional bond and insurance premiums.

---

### AGREEMENT

When this Change Order is signed by all parties, it constitutes their agreement:

- Original Contract Price: $39,337.00
- Net Change By Previously Authorized Change Order: $0.00
- Contract Price Prior To This Change Order: $39,337.00
- Contract Price: $39,337.00

A. That the Contract Price / Time is adjusted as shown and that no further adjustment by reason of the change(s) provided herein shall be made; and

<table>
<thead>
<tr>
<th>Item</th>
<th>Changed By This Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

New Contract Price Including This Change Order: $29,552.00

### TIME ADJUSTMENT

- Date of Substantial Completion As Of The Date Of This Change Order: 1/31/2008

---

### ISSUED BY CONSTRUCTION MANAGER

Swinerton Management & Consulting

- By: Daniel Eggen, Project Manager
- Date: 12/23/2007

---

### AGREED BY CONTRACTOR

- By: ____________________________________________
- Date: ____________________________

---

### RECOMMENDED BY PROGRAM MANAGER

Marin Community College District

- By: Rich Gezianos, Program Manager
- Date: ____________________________

---

### RECOMMENDED BY OWNER

Marin Community College District

- By: Bob Thompson, Director of Maintenance & Operations
- Date: ____________________________

---

### APPROVED BY

Marin Community College District

- By: V-Anne Chenhock, Director of Modernization
- Date: ____________________________

---

### AUTHORIZED BY OWNER

Marin Community College District

- Authorized By: Albert J. Harrison II
  - VP College Operations
- Date: ____________________________

---

Distribution: □ Owner □ Consultant □ Construction Manager □ Contractor □ C.O. File □ Other
Notice of Completion

(In pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)

In execution of this Notice, notice is hereby given that:
1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Marin Community College District.
3. The address of the owner is 835 College Ave, Kentfield CA 94904.
4. The nature of the estate or interest is Marin Community College District.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:
   NAMES
   ADDRESSES

6. Work of alteration on the property hereinafter described was completed on: February 19, 2008
7. The Project Name & Number are POOL BOILER REPLACEMENT, 407A
8. The contractor for such work of modernization is BANNER ENTERPRISES, INC.
9. The name of the contractor’s Surety Co is AMERICAN CONTRACTORS INDEMNITY CO.
10. The date of contract between the contractor and the above owner is AUGUST 27, 2007
11. The street address of said property is 1800 Ignacio Valley Blvd.
12. The property on which said work of modernization was completed is in the City of Novato, County of Marin, State of California, and is described as follows: Indian Valley Campus of College of Marin

________________________________________
Date

________________________________________
Signature of Owner
Marin Community College District

Verification

I, undersigned, say:
I am V-Anne Chernock
("Director of Modernization")

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.
I declare under penalty of perjury that the foregoing is correct and true.

Executed on ________________________, at _____________________, California.
(City or Town where signed)

(Personal signature of the individual swearing that the contents of the notice are true)
## MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>February 19, 2008</td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td></td>
</tr>
</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>
</thead>
<tbody>
<tr>
<td>P0201417</td>
<td>Law Office of Larry Frierson</td>
<td>District Wide</td>
<td>$20,650.00</td>
</tr>
<tr>
<td>P0201418</td>
<td>Easy Permit Postage</td>
<td>Community Education</td>
<td>$7,025.00</td>
</tr>
<tr>
<td></td>
<td>Distribution services for Winter 2008 Community Education Schedule.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201425</td>
<td>Ewing Consulting Servicess</td>
<td>Human Resources</td>
<td>$22,570.00</td>
</tr>
<tr>
<td></td>
<td>Consulting services for MCCD/CSEA sponsored Equity Study for January and February 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201435</td>
<td>Dollar Thrifty Automotive Group</td>
<td>Physical Education</td>
<td>$10,378.63</td>
</tr>
<tr>
<td></td>
<td>Chartered vehicles for the Baseball team, two vans, for 24 games.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201438</td>
<td>Sonoma Valley Publishing</td>
<td>Communication</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for the student newspaper, Echo Times.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201446</td>
<td>Cheri Pratt</td>
<td>Logistics</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Newspaper research and documenting of newspaper articles.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201447</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Logistics</td>
<td>$12,400.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for radio and television, Spring 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201450</td>
<td>Ikon Office Solutions</td>
<td>Logistics</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Maintenance/services agreements for three Cannon copiers, Harlan Center, Mail Room and Science Center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201461</td>
<td>Marin Sanitary Service</td>
<td>Utilities</td>
<td>$13,000.00</td>
</tr>
<tr>
<td></td>
<td>Sanitation services for the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201462</td>
<td>Town of Ross</td>
<td>Campus Police</td>
<td>$1,511.04</td>
</tr>
<tr>
<td></td>
<td>Ross Police Department shift coverage services for December, 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201466</td>
<td>Casey Printing</td>
<td>Communications</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for the IVC flyer and the President's Report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201476</td>
<td>Empire Elevator</td>
<td>Maintenance</td>
<td>$3,955.00</td>
</tr>
<tr>
<td></td>
<td>Installation services for new stepper switch in Fusselman Hall elevator.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201477</td>
<td>Floor Tec</td>
<td>Maintenance</td>
<td>$2,385.72</td>
</tr>
<tr>
<td></td>
<td>Replace/repair services for flood damaged carpet, in Bldg 16, rooms 105 and 112, at IVC.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201501</td>
<td>Paula DiMuro</td>
<td>Human Resources</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>
Contracts and Agreement for Services
OVER $1,000.00
MONTHLY REVIEW

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201503</td>
<td>Law Offices of Larry Frierson</td>
<td>District Wide</td>
<td>$3,100.00</td>
</tr>
<tr>
<td></td>
<td>Legal services for UPM negotiations for January 2007.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201504</td>
<td>Nature Of Interpreting</td>
<td>Human Resources</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>P0201519</td>
<td>Walker Communications, Inc.</td>
<td>Career Education</td>
<td>$25,000.00</td>
</tr>
<tr>
<td></td>
<td>Installation services for cables in building #14, #16, #17 on Indian Valley Campus. Split PO addition funds from restricted account.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201526</td>
<td>Perfect Timing</td>
<td>Logistics</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>Temporary personnel services of Assistant Director for Communications/Logistics.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201530</td>
<td>David A. Moss</td>
<td>Performing Arts</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Guest artist services for A Midsummer Night’s Dream.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201539</td>
<td>Hutton Sherer Marketing Advertising Design</td>
<td>Communications</td>
<td>$11,000.00</td>
</tr>
<tr>
<td></td>
<td>Advertising services for Spring 2008, print, production, radio and television.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201540</td>
<td>Poor Ann’s Press</td>
<td>Logistics</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for overflow work, beyond capacity and services of Reprographics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201542</td>
<td>Firemaster</td>
<td>Maintenance</td>
<td>$2,487.50</td>
</tr>
<tr>
<td></td>
<td>Annual fire extinguisher services for the Kentfield Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201547</td>
<td>Marina Mechanical</td>
<td>Maintenance</td>
<td>$1,650.00</td>
</tr>
<tr>
<td></td>
<td>Calibrating services for Vulcan Freon sensor for Learning Resource Center Chiller unit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201548</td>
<td>Mail Communications</td>
<td>Logistics</td>
<td>$1,248.28</td>
</tr>
<tr>
<td></td>
<td>Mail services for prep of IVC flyer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201570</td>
<td>B Cantarutti Electric Company</td>
<td>Maintenance</td>
<td>$1,853.00</td>
</tr>
<tr>
<td></td>
<td>Repair services for vacuum bottom of IVC Pool suction strainer pit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201578</td>
<td>B Cantarutti Electric Company</td>
<td>Maintenance</td>
<td>$1,450.00</td>
</tr>
<tr>
<td></td>
<td>Repair/replacement services for nine underwater lights and lenses for the IVC pool.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201384</td>
<td>Floor Tec</td>
<td>Career Education</td>
<td>$4,854.80</td>
</tr>
<tr>
<td></td>
<td>Carpet installation services for building 17 IVC.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201492</td>
<td>CSW Stuber-Stroeh Engineering Group</td>
<td>Maintenance</td>
<td>$5,500.00</td>
</tr>
<tr>
<td></td>
<td>Prepare engineering drawings and specifications for Lot 3 and sidewalk paving.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201508</td>
<td>Barbara Garfien</td>
<td>President’s Office</td>
<td>$1,600.00</td>
</tr>
<tr>
<td></td>
<td>Coordinating services for the President’s Circle.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Contracts and Agreement for Services
OVER $1,000.00
MONTHLY REVIEW

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201519</td>
<td>Walker Communications, Inc.</td>
<td>Career Education</td>
<td>$9,884.14</td>
</tr>
<tr>
<td></td>
<td>Installation of cables in building #14, #16, #17 on Indian Valley Campus. Split PO addition funds from unrestricted funds.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Capital Projects**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201491</td>
<td>Andrew Fesekes Architect</td>
<td>Capital Outlay</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Consulting services for the IVC Locker/Shower.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Measure C**

<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0201390</td>
<td>National Building Maintenance, Inc</td>
<td>Measure C</td>
<td>$1,844.00</td>
</tr>
<tr>
<td></td>
<td>Provide labor and materials to remove all dust from horizontal surfaces spanning from floor to ceiling in 2 rooms of computer lab, Austin Science Center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0201487</td>
<td>Mcgraw-Hill Construction Regional</td>
<td>Measure C</td>
<td>$1,748.00</td>
</tr>
<tr>
<td></td>
<td>Legal advertising services for the Diamond PE Center alterations project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To:</td>
<td>Board of Trustees</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>February 19, 2008</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td>Enclosure(s):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CCFS-311Q</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The CCFS-311Q report is attached for review. Staff is available to answer any questions.

Administrator Initiating Item

Albert J. Harrison II, Vice President – College Operations
### California Community Colleges

**Chancellor's Office**

Quarterly Financial Status Report, CCFS-311Q

**VIEW QUARTERLY DATA**

<table>
<thead>
<tr>
<th>District: (330) Marin</th>
</tr>
</thead>
<tbody>
<tr>
<td>------</td>
</tr>
<tr>
<td>A.1</td>
</tr>
<tr>
<td>A.2</td>
</tr>
<tr>
<td>A.3</td>
</tr>
<tr>
<td>B.</td>
</tr>
<tr>
<td>B.1</td>
</tr>
<tr>
<td>B.2</td>
</tr>
<tr>
<td>B.3</td>
</tr>
<tr>
<td>C.</td>
</tr>
<tr>
<td>D.</td>
</tr>
<tr>
<td>D.1</td>
</tr>
<tr>
<td>D.2</td>
</tr>
<tr>
<td>E.</td>
</tr>
<tr>
<td>F.1</td>
</tr>
</tbody>
</table>

### II. Annualized Attendance FTES:

| G.1 | Annualized FTES (excluding apprentice and non-resident) | 4,467 | 4,110 | 4,278 | 4,503 |
### III. Total General Fund Cash Balance (Unrestricted and Restricted)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>H.1</td>
<td>Cash, excluding borrowed funds</td>
<td></td>
<td></td>
<td></td>
<td>11,359,259</td>
</tr>
<tr>
<td>H.2</td>
<td>Cash, borrowed funds only</td>
<td></td>
<td></td>
<td></td>
<td>10,500,000</td>
</tr>
<tr>
<td>H.3</td>
<td>Total Cash (H.1 + H.2)</td>
<td>15,720,241</td>
<td>9,542,697</td>
<td>18,932,314</td>
<td>21,859,259</td>
</tr>
</tbody>
</table>

### IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Adopted Budget (Col. 1)</th>
<th>Annual Current Budget (Col. 2)</th>
<th>Year-to-Date Actuals (Col. 3)</th>
<th>Percentage (Col. 3/Col. 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>42,874,774</td>
<td>42,874,774</td>
<td>22,316,296</td>
<td>52%</td>
</tr>
<tr>
<td>I.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>I.3</td>
<td>Total Unrestricted Revenue (I.1 + I.2)</td>
<td>42,874,774</td>
<td>42,874,774</td>
<td>22,316,296</td>
<td>52%</td>
</tr>
<tr>
<td>J.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>44,748,993</td>
<td>44,755,215</td>
<td>20,229,202</td>
<td>45.2%</td>
</tr>
<tr>
<td>J.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>130,474</td>
<td>124,252</td>
<td>0</td>
<td>124,252</td>
</tr>
<tr>
<td>J.3</td>
<td>Total Unrestricted Expenditures (J.1 + J.2)</td>
<td>44,879,467</td>
<td>44,879,467</td>
<td>20,229,202</td>
<td>45.1%</td>
</tr>
<tr>
<td>K.</td>
<td>Revenues Over(Under) Expenditures (I.3 - J.3)</td>
<td>-2,004,693</td>
<td>-2,004,693</td>
<td>2,087,094</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td>Adjusted Fund Balance, Beginning</td>
<td>5,469,895</td>
<td>5,469,895</td>
<td>5,469,895</td>
<td></td>
</tr>
<tr>
<td>L.1</td>
<td>Fund Balance, Ending (C. + L.2)</td>
<td>3,465,202</td>
<td>3,465,202</td>
<td>7,555,989</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)</td>
<td>7.7%</td>
<td>7.7%</td>
<td>7.7%</td>
<td></td>
</tr>
</tbody>
</table>

### V. Has the district settled any employee contracts during this quarter?  NO

If yes, complete the following: *(If multi-year settlement, provide information for all years covered.)*

<table>
<thead>
<tr>
<th>Contract Period Settled (Specify)</th>
<th>Management</th>
<th>Permanent</th>
<th>Academic</th>
<th>Temporary</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>YYYY-YY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### a. SALARIES:

<table>
<thead>
<tr>
<th>Year</th>
<th>Increase</th>
<th>% *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### b. BENEFITS:

<table>
<thead>
<tr>
<th>Year</th>
<th>Increase</th>
<th>% *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO  
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
**BACKGROUND:**

The District is soliciting Requests for Proposals (RFPs) from auditing firms to conduct Audit Services for the College beginning with the 2007/08 fiscal year for the District, the College of Marin Foundation and the bi-annual audits for the Measure C Bond Program funds.

An RFP was sent to eleven auditing firms and advertised in the Marin Independent Journal. Proposals are due on February 22, 2008 at 2:00 p.m.

The proposals will be reviewed, evaluated and ranked by the Fiscal Services Office.

A recommendation to enter into a contract with an auditing firm will be presented to the Board for action at the March 11, 2008 Board meeting.

---

**Administrator Initiating Item**

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

With the upcoming Geothermal Fields projects, noise mitigation is a primary focus for the Modernization Team. Outreach and notification plans are included in the following bond program item. It is presented herein for Board information:


FISCAL IMPACT:

None.

RECOMMENDATION:

For information only.
Noise Mitigation Plan
Draft
January 31, 2008

The noise mitigation plan is two fold; the steps that will be taken to decrease the potential noise level and the notification of the potential impacts to neighbors, facility, staff and students.

Noise Level Mitigation:
The noise mitigation requirements are stipulated in the EIR as follows.
(a) Limit demolition and construction activities to daytime hours between 7:00 AM and 5:00 PM.
(b) To the extent feasible, route construction truck traffic to campus construction sites via Sir Francis Drake Boulevard and College Avenue, avoiding Laurel Avenue and Kent Avenue and other residential streets as much as possible. This would require that construction routes internal to the campus be identified prior to the onset of construction, specific to each major project, and provided to contractors.
(c) Use “quiet” models of air compressors and other stationary noise sources where technology exists.
(d) Equip all internal combustion engine-driven equipment with mufflers that are in good condition and appropriate for the equipment.
(e) Locate all staging areas and stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from residences or noise-sensitive campus areas and buildings.
(f) Prohibit all unnecessary idling of internal combustion engines.
(g) Notify all adjacent residents and campus staff and students of the construction schedule in writing or by posting signs.
(h) Erect a temporary noise control blanket barrier on the geothermal drill rig on the side facing adjacent residences or noise-sensitive campus areas or buildings. Noise control blanket barriers can be rented or purchased and quickly erected
(i) Designate the Campus Construction Manager as the campus noise disturbance coordinator, responsible for responding to complaints about construction noise. The name and telephone number of the Campus Construction Manager shall be posted at the construction site and made available to adjacent residents prior to the onset of construction.
(i) Provide a written schedule of "noisy" construction activities (e.g. pile driving, geothermal drilling) to nearby residents.

(k) Prohibit construction worker radios from being audible beyond the limits of the construction site.

Therefore the appropriate items above are incorporated into the instructions to bidders with details concerning the installation of noise blankets and which sides of the equipment would be required to be covered. The existing instruction to bidders listing a $10,000 allowance for an additional muffler will remain in the bid documents to allow a second muffler to be added to the compressors as needed.

Notification:

Notification will be handled by issuing mailers, email, flyers placed on cars, weekly briefing updates, window and message board posters and an LED reader board placed at the affected parking lot main entrance.

Notifications will be issued on a timely basis depending on the method of notification. The following time line will be implemented:

Approximately three (3) weeks prior to start of construction:
   Weekly briefing updates will be provided to COM for inclusion in the email distribution of the President's Monday Briefing.
   Information will be provided to COM to post on the COM website.

Approximately two (2) weeks prior to start of construction:
   Mailers will be sent out to all HOA's, POA's, residences and businesses located within 300 feet of the campus.
   Posters will be installed at the entrances to each building and attached to campus kiosks.

One week prior to start of construction:
   LED reader board will be installed at the entrance to Kentfield parking area that will be affected.
   Notifications will be put into the local papers.
   On Monday and Tuesday of the week prior to start of construction, flyers will be put onto each car located in the affected parking lots.

All notification signage including posters, flyers and message boards will include information on dates of closure and SMC contact information. Refer to the attached samples for posters, car flyers and mailers.
Outreach Plan

Flyers
- Campus Police
- Handouts for faculty
- Handouts in library
- Mailbox stuffers (campus mail)

Signage
- Parking lots affected by construction
- Adjacent parking lots with directions

COM website
- Construction detour information (daily or weekly updates)
- Basic construction information for both campuses (daily or weekly updates)

Email
- Weekly inclusion - President's Monday Briefing

Reader Board
- Updated daily or weekly as needed

Posters
- Kentfield Campus
  - LRC building first floor lobby
  - LRC building mailroom
  - Student Services building cafeteria
  - Student Services building upstairs mail lobby near registration
  - Student Services building side entrances (2)
  - Student Services building Emeritus offices
  - Harlan Center building main lobby
  - Business Center building both entrances
  - Administrative Services building main information cabinet outside
  - Administrative Services building downstairs near child care
  - Olney Hall building auditorium entrance area
  - Olney Hall building entrance to classroom area
  - Dickson Hall building main entrance
  - Disabled Students Center building main entrance
  - Dance / Landscape building main entrance
  - Fusselman Hall building main entrance lobby
  - Fusselman Hall building downstairs rear entrance
  - Fine Arts Center building main entrance
  - Fine Arts Center building theater entrance
  - Fine Arts Center building bottom floor entrance
  - Maintenance Office building main hallway
  - PE Complex building main lobby
  - Austin Science Center building main entrance
  - Austin Science Center building rear entrance
  - TB-1 main entrance lobby
Noise Mitigation Outreach Plan

Posters
Indian Valley Campus
- Administrative Services Cluster
- Pomo Cluster
- Miwok Cluster
- Ohlone Cluster
- Pool area (building 21)
- Maintenance Offices in corporation yard

Newspapers
Kentfield Campus
- Marin Independent Journal
- Marinscope Community Newspapers
  includes:
  - Mill Valley Herald
  - Marin Scope (Sausalito)
  - San Rafael Terra Linda News Reporter
  - Ross Valley Reporter
  - Twin Cities Times

Newspapers
Indian Valley Campus
- Novato Advance
- Marin Independent Journal

HOAs & POAs
Kentfield Campus
- Kent Woodlands Property Owners Association
- College Park Home Owners Association
- Granton Park Home Owners Association

Indian Valley Campus
- Ignacio Creek Home Owners Association

Mailouts
Kentfield Campus
- Mailing list – (same list used for Environmental Impact Report notification)

Mailouts
Indian Valley Campus
- Mailing list – (same list used for Environmental Impact Report notification)
SAMPLE CONSTRUCTION NOTIFICATION LETTER

Date

Name
Address

Re: Construction Notification - _________________________ Project
Kentfield Campus, College of Marin

Dear:

Beginning __________________ 2008, you may experience construction noise near your home. We want to assure you that we are doing everything in our power to complete this construction project as quickly as possible and with the least amount of disruption to our neighbors.

Construction noise levels in the area have been analyzed and tolerable levels have been identified. The Marin Community College District's Environmental Impact Report, recently certified by the Board of Trustees in November 2007, recommends mitigation measures if construction noise exceeds ______________ decibels (equal to example).

The Swinerton Team and the Contractor will work together to keep noise to a minimum as much as possible. If intolerable construction noise levels are reached, the Noise Mitigation Action Plan, incorporated into the project's instructions to bidders, will go into effect.

Construction days and hours for your immediate area are as follows:

________________________________________

The basic description of this project is follows:

________________________________________

Construction will begin on _____________ 2008 and is scheduled to be complete by ____________

We appreciate your patience and encourage you to contact us if you experience an unusual amount of construction noise.

We have enclosed a copy of our Noise Mitigation Action Plan for this project.

If we can be of assistance please feel free to contact our office anytime between the hours of 8:00 AM and 5:00 PM, Monday through Friday.
SAMPLE POSTER

Construction Notification

Measure C Bond Modernization Program
College of Marin

Beginning ______, ____________ __, 2008

the Kentsfield Campus will experience
CONSTRUCTION
in the following locations:

Geothermal Field Project
(Simple description (a few words) of construction here........)

Please note the following construction detours:

Parking Lot # 50 will be closed
Overflow parking is available in Parking Lot # 55

If further assistance is needed please contact Swinerton at (415) 884-3139

SAMPLE POSTER
SAMPLE FLYER FOR CARS

Construction Notification

Measure C Bond Modernization Program
College of Marin

Beginning __________, 2008

Parking Lot # 50 will be closed
Overflow parking available in Parking Lot # 55

Contact – Swinerton (415) 884-3139
for additional information

Construction Notification

Measure C Bond Modernization Program
College of Marin

Beginning __________, 2008

Parking Lot # 50 will be closed
Overflow parking available in Parking Lot # 55

Contact – Swinerton (415) 884-3139
for additional information

SAMPLE FLYER FOR CARS
BACKGROUND:

The following bond program item is presented herein for Board information:

- Measure C Bar Schedule through January 31, 2008 (preliminary)

FISCAL IMPACT:

None.

RECOMMENDATION:

For information only.
## 2.1 Schedule

Marin Community College District - College of Marin

**Preliminary - Awaiting Complete Invoicing**

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### 305A - Math/Science/Central Plant/Data Center, Kentfield

See Note 1

- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase)
- Current expenditures (% of phase)

<table>
<thead>
<tr>
<th>Year</th>
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- Current Date
- $4,138,000
- $38,248,000
- $42,434,000
- $6,617,000
- $62,923,000
- $69,540,000
- $3,459,067
- 50%
- 52%

### 306C Fine Arts Reconstruction

See Note 2

- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase)
- Current expenditures (% of phase)

<table>
<thead>
<tr>
<th>Year</th>
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- Current Date
- $1,733,000
- $15,977,000
- $17,710,000
- $1,850,000
- $17,150,000
- $19,000,000
- $827,392
- 50%
- 45%

### 306A Performing Arts Modernization

See Note 3

- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase)
- Current expenditures (% of phase)

<table>
<thead>
<tr>
<th>Year</th>
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- Current Date
- $1,052,000
- $9,721,000
- $10,773,000
- $1,578,000
- $15,622,000
- $17,200,000
- $775,511
- 50%
- 49%

### 308B Diamond PE Center Renovation

See Note 4

- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase)
- Current expenditures (% of phase)

<table>
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<tr>
<th>Year</th>
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- Current Date
- $2,101,000
- $19,220,000
- $21,321,000
- $2,148,000
- $20,256,000
- $22,405,000
- $1,893,419
- 95%
- 88%

2/8/2008
### 402A IVC Trans Tech
See Note 5
- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase): 71%
- Current expenditures (% of phase): 89%
- Total: $1,199,228

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### 417A IVC Main Building
See Note 6
- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase): 63%
- Current expenditures (% of phase): 68%
- Total: $1,627,695

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### 303B Gateway Complex
See Note 7
- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule (% of current phase): 0%
- Current expenditures (% of phase): 0%
- Total: $50,697,000

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### 302B LRC Modernization
See Note 8
- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule
- Total: $0

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### 304A Fusselman Hall Modernization
See Note 9
- Oct. 06 Schedule / Budget
- Feb. 07 Schedule / Budget
- Current Schedule
- Total: $0

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Removed from Schedule
Notes:
1A) Scope revisions (increased SF for more efficient class room use and added cost for wet labs) increased project costs and expanded construction schedule by approximately 3 months.

1B) A delay occurred during change in Architectural firms for approximately 3 months.

2A) Reallocation of sitework from Performing Arts to Fine Arts (Site Utilities, landscape was previously split 50/50 now 75/25)

3A) Scope revised from minor modernization to reconfiguration of one area of the building and the addition of the front lobby and dance studio.

4A) Construction schedule expanded by approximately 3 months due to increased knowledge of required work.

4B) Only accounts for the main building structure are included in this cost. The cost DOES NOT include subprojects.

5A) Correction to top codes required increase in total SF, leading to increased budget and expanded construction schedule.

5B) Only accounts for the main building structure are included in this cost. The cost DOES NOT include subprojects.

5C) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

6A) Minor revisions to sitework allocation.

6B) Project has been submitted to DSA, therefore the project design is 95% complete. There will be very little additional invoiced until DSA releases the Project.

7A) Partial project scope reallocated to Science/Math/Central Plant building and to the Fine Arts Building.

7B) Revised budget cost DOES NOT INCLUDE additional state funding.

7C) Original project scope was two simple two story structures, current design is three stories and includes a breeze way and extensive sitework.

8A) Project funds reallocated to other projects.

9A) Project funds reallocated to other projects.
BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves (after this date): $17,789,000
- Expended to date:
  - $28.8 million (10.9% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $19.9 million
  - Construction $ 3.4 million

Note: a proposed revision to the Bond Spending Plan was presented to the Board in today's workshop.

New Info

- Summary of modernization items in agenda
  - One (1) major construction contract award
  - Three (3) special approvals
  - Three (3) projects to approve and authorize bidding
  - Seven (7) contract ratifications
  - Five (5) cost/credit amendments to professional services agreements
  - Three (3) no-cost time extensions to professional services agreements
  - Two (2) construction change orders and one (1) Notice of Completion

- Net value of contracts / changes / amendments in this agenda: $80,915
  Except PE Complex construction contract award

MAJOR PROJECTS BOARD UPDATE/ACTION SCHEDULE

1. Fine Arts Building
   Design development update
   Done*

*Note: Revised Bond Spending Plan approval requested to fund additional FA restrooms

2. TransTech Complex
   DSA submittal update
   February 2008

3. IVC Main Building
   DSA submittal update
   February 2008

4. Science/Math/Central Plant
   Design development update
   March 2008

5. Performing Arts Building
   Design development update
   TBD

6. PE Complex
   Contract award
   February 2008
CONSTRUCTION SCHEDULES (2008 ff.) (major projects are listed in bold)

2008

- **KTD PE Complex:** February 2008 – June 2009
- Greenhouse KTD to IVC: Spring – Summer 2008
- IVC parking lot & bioswale: Spring – Summer 2008 (DSA pending)
- IVC 12kV Utility Extension: Spring – Summer 2008 (DSA pending)
- **KTD PE Photovoltaics:** Summer 2008 (DSA pending)
- IVC creek erosion mitigation: Summer 2008 (permits pending)
- **KTD West Bridge:** Summer 2008 (DSA pending)

*Note: brief review of bridge project will be presented during Director’s report*

- **KTD SMCP Utility Project:** Summer 2008 (DSA pending)
- **IVC Main Building Complex:** Summer 2008 – Fall 2009 (DSA pending)
- **IVC Trans. Tech. Complex:** Summer 2008 – Summer 2009 (DSA pending)

**Beyond:**

- **KTD Demo (Dickson, D/L, DSPS):** Winter 2008/09
- **KTD Fine Arts Building:** Spring 2009 – Fall 2010
- **KTD Science/Math/CP:** April 2009 – January 2011
- **KTD Performing Arts Building:** Fall 2010 – Spring 2012
- **KTD Gateway Complex:** Summer 2011 – Winter 2013
OTHER INITIATIVES

- **Project Stabilization Agreement:** Signatures being collected from trade unions

- Prequalification of contractors: First prequalification underway

- Furniture, fixtures, equipment: Proceeding

![](Note: 23% of FF&E budget has been expended to date)

- Swing space/relocation: Proceeding

![](Note: relocation of PE Complex to portables to be completed February 17)

- Campus parking plans: Proceeding
Date: February 11, 2008
File: 4.1080.00

Ms. Sandra Goldman
Friends of Corte Madera Creek Watershed
P.O. Box 415
Larkspur, CA 94937

RE: COLLEGE OF MARIN - KENTFIELD BRIDGE DESIGN

Dear Ms. Goldman:

Thank you for taking the time to review and comment on the design of the new proposed pedestrian emergency access bridge across Corte Madera Creek on the College of Marin campus. The issues you highlighted: hydrology, erosion, vegetation, habitat and pedestrian traffic, are all relevant issues, and have been considered in the design.

With regard to mitigation of flood impacts and storm water run-off quality, the intent is to construct bio-retention basins north of the Creek both east and west of the bridge. The plans for these two basins will be shown on the Science and Math Building construction plans and are designed to filter pollutants from the parking lots and buildings north of Corte Madera Creek. The basins will incorporate appropriate planting and filtration devices that will aid in removing pollutants from the storm water run-off. In addition, the landscape architects commissioned with design of the pathways for the Science and Math Building are investigating the possibility of using pervious concrete surfaces or permeable pavers where possible.

Removal or reconstruction of the existing pedestrian bridge downstream of the proposed bridge is not being considered at this time. This item was not included in the present Bond Program.

The landscape and planting plans for both the Science and Math Building and the new bridge are currently being prepared. It is intended that native plants be used on the slopes and fill areas as required and directed by the District Landscaping Guidelines. Wetland areas within the bio-retention areas will be planted to enhance the water quality benefits associated with the basins.
Ms. Sandra Goldman
Friends of Corte Madera Creek Watershed
February 11, 2008
Page 2

Your recommendation that we provide an additional staircase to the bridge at its southwest corner is under review by our designers and engineers.

Thank you for your comments and suggestions.

Sincerely,

CSW|STUBER-STROEH ENGINEERING GROUP, INC.

James Grossi, Jr.
R.C.E. #26538, Expires 3/31/08

JJG:lb

cc:  V-Anne Chernock
     Rich Graziano
Overview

- What is a Change Order
- How Change Order is created
- Change Order – Process & Controls
  - Steps 1 through 8
  - Typical Timeline: Total = 75 workdays

What is a Change Order

- Normal construction process for issuing changes during construction
- Alters price or time or both
- Change revisions to contract bid documents are changes to drawings and specifications
- A Change Order could be an Add or Deduct of either cost or time or both
- A Change Order could be a no cost or time charge
  - Substitution of equal product or material
How Change Order is Created

- Unforeseen Conditions
  - Excavation/Foundation – below grade conditions
  - Existing building/foundation – hidden conditions not exposed at time of design
- Design discrepancies in drawings/specifications
  - Architect
  - Engineers
- District/Owner
  - Add or Deduct any change to original scope of work

Change Order Process & Controls

**Step #1: Contractor**

- Start process
- Request for Information (RFI)

- Contractor identifies potential problem
- Conflicts noted in documents
- Field questions by sub-contractors
- Clarifications of drawings or specifications
- Contractor issues RFI to SMC

**Step #2: SMC**

- Duration: 1 to 5 Workdays
- RFI Response: clarification and change
- Field Directive: Contractor to proceed with work (if inevitable schedule)

- SMC evaluates RFI: Request for Information
- Receive drawings and specifications
- Option No. 1: Request for RFI to clarify with no change
- Option No. 2: SMC issues Field Directive if support due to intensive impact on potential delays
- Work may begin prior to any CGD approval
- Reserve and monitor labor & materials for work in place by Field Directive
- Option No. 3: SMC process RFI or Field Directive to Architect for Bulletin
- District to be notified as appropriate
Change Order Process & Controls

Step # 3: Architect
Duration = 15 weekdays
- Architect evaluates Field Directive & RFI
- Determine design solutions
- Issue revisions to drawings/specifications
- SMC issue Bulletin to Contractor
- SMC request Contractor to issue (RFP) Request for pricing

Step # 4: Contractor
Duration = 20 weekdays
- Contractor evaluates Bulletin
- Determine schedule impact
- Determine scope changes
- Issue cost estimate for Field Directive for time & materials work
- Contractor issues cost estimate (price/line) from Bulletin
- SMC process as a PCD (Potential Change Order)

Step # 5: SMC
Duration = 25 weekdays
- SMC evaluates (RFP) Request for Pricing
- Estimate & reconcile cost/time/scope
- Maintain monthly (PCO) Potential Change Order Log to track status
- Issue (PCO) Potential Change Order Summary showing cost/time to BOT each month
- SMC process a (CCO) Change Order
Change Order Process & Controls

### Step #6: SMC
- **Duration:** 10 workdays
  - **Process CO Change Order**
- SMC process (PCO) Potential Change Orders into a (CO) Change Order
- Bundle PCO's into a single CO
  - Minimize COs
- Issue monthly Change Order Log
- Monitor & track changes and costs with project contingency
  - 10% - Modernization Projects
  - 10% - New Projects
- Process Change Order for BOT approval

Note: Any contingency contingency is piggybacked as secured via BOT approval

### Step #7: BOT
- Issue to the Board of Trustees to approve Change Order

- **Monthly meetings**
  - BOT Approval of Change Order

### Step #8: SMC
- **Duration:** 1-5 days
  - SMC Issue Change Order to Contractor
Presidents Climate Commitment (PCC)
The Presidents Climate Commitment (PCC) Task Force\(^1\) will meet again in March 2008 and is expected to meet quarterly to semi-annually thereafter. Follow-through on tangible actions is proceeding.

Parking Task Force
The second meeting of the Parking Task Force\(^2\) was held on Wednesday, February 13. The group has discussed task force goals and is gathering data for its report, which is expected to be completed in April.

Environmental Impact Report
The Directors of Modernization and Maintenance/Operations, as well as the maintenance supervisor, continue to isolate and implement mitigation measures for which the District will have primary and/or long-term responsibility.

LEED
Architects submitted revised LEED checklists for their respective projects on January 5, 2008, removing any potential credits that will require expenditures of non-bond resources (labor or funds). Results:

**LEED-EB, Diamond PE Complex**
- Project has been registered, but is unlikely to achieve certification, with only 25 points probable against a minimum requirement of 32 points.

**LEED-NC, other projects**
- All other projects have been designed to LEED-NC (new construction) criteria, which has a minimum requirement of 26-32 points for certification. Current checklists show the following:

  - TransTech Complex: 26 probable
  - Main Building: 37 probable (5 require post-construction owner activity)
  - New Fine Arts Building: 32 probable
  - Performing Arts Building: 32 probable (extent of modernization is expected to be sufficient for an NC rating)
  - Science/Math/Central Plant: Not yet evaluated, as design is still in development

**Conclusion**: LEED-NC may still be achievable for four projects now nearing the end of design development. These projects have been registered, so evaluation can continue with minimal impact to District resources.

\(^1\) Fran White, Phil Kranenberg, V-Anne Chernock, Don Flowers, Patrick Kelly, and Hao-Long Tam
\(^2\) Vivian Bronshveg, V-Anne Chernock, Don Flowers, Rich Graziano, Rick Hall, Michael Irvine, Patrick Kelly, Darryl Kesecker, Deborah Loft, Bob Thompson, Joan Wieder
Marin Community College District
Sustainability Initiatives

Transportation Demand Management
The Presidents Climate Commitment, the Environmental Impact Report and LEED all mandate that the District work to reduce dependence on automobiles as a primary form of transportation to and from the campuses. To advance that mandate, Director Chernock attended a three-day Transportation Demand Management (TDM) Workshop for colleges and universities, sponsored by Academic Impressions, in late January.

TDM is a systematic program aimed at reducing demand for parking on college and university campuses. A full TDM program provides tools for
1. Assessing the economic cost of constructing additional parking lots, structures and fees
2. Encouraging reduction of single-occupancy use of petroleum-based vehicles
3. Developing, supporting, marketing, encouraging or even "forcing" alternative forms of transportation to, from and within campuses, generally grouped into three categories: walking, cycling (or other forms of human-powered wheeled vehicles), and public transit

Here at COM, because we have so much available parking, reducing demand in order to avoid the need to build more parking is moot. However, the environmental benefits of reducing single-occupancy vehicle use are well documented. Our TDM program will most likely focus on carpool / vanpool programs, preferred parking for alternative fuel vehicles, potential improvement of public transportation in cooperation with Golden Gate Transit, and attention to bike and pedestrian paths in and around the campuses. Development of the TDM program will be coordinated with the efforts of the Parking Task Force.
COMET Project Status Report
February 19, 2008

Tasks Planned for the Previous Period

- LDI for E-Learning (WebCT) – Begins Week of 1/14
- Banner Financial Aid Consulting – Week of 1/21
- Banner Student Consulting – Week of 1/21
- Banner Human Resources Technical Consulting – Week of 1/28
- Banner Student Summer and Fall 2008 Schedule Build - Week of 2/4
- Banner Student Data Conversion Support – Week of 2/11

Current Status

- LDI for E-Learning in Progress
- Banner Financial Aid Consulting completed – week of 1/21/08
- Banner Student Consulting completed – week of 1/21/08
- Banner HR Technical Consulting completed – week of 1/28/08
- Banner Student Summer and Fall Schedule Build completed – week of 2/4/08
- Banner Student Data Conversion Support canceled due to the fact that the IT staff has it under control
COMET Project Status Report
February 19, 2008

Tasks Planned for the Next Period

- LDI for E-Learning (WebCT) Continues – February and March
- Banner HR/Payroll Consulting – Week of 2/18 and 2/25
- Banner Student Training - Self Service for Students, Faculty and Counselors – Week of 2/18
- Banner Financial Aid Go-Live Consulting – Week of 2/25
Comet Project Go-Live Dates

- **Financial Aid:** This spring for summer and fall 2008 Students
- **Luminis:** Live for testing purposes during the week of March 17, 2008 (Comet Project team members will be asked to log in to Luminis and send their feedback to the Luminis team). Luminis will be live for students, faculty and staff on April 28, 2008.
- **Student:** April 28, 2008 for summer 2008 registration
- **HR/Payroll:** July 1, 2008 for processing payroll (HR is "live" but the County will continue to process payroll through June 30, 2008)
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: 2008/09 Budget Calendar
Reason for Board Consideration: INFORMATION

Date: February 19, 2008
Item & File No. C.14.1

Enclosure(s): 2008/09 Budget Calendar

BACKGROUND:

The proposed 2008/09 Budget Calendar is attached for information. The Calendar was developed with the expectation that planning decisions will drive budget decisions. The Budget Committee reviewed the calendar at the last Budget Committee meeting.

Administrator Initiating Item
Albert J. Harrison II, Vice President, College Operations
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<th>Event</th>
<th>Deadline Date</th>
<th>Responsible Party</th>
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<tr>
<td>Analysis of Prior Year Revenues and Expenditures</td>
<td>Nov. 2007</td>
<td>Director, Fiscal Services</td>
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<tr>
<td>DEVELOPMENT OF REVENUE PROJECTIONS</td>
<td>Feb 2008</td>
<td>Vice President, College Operations and Director, Fiscal Services</td>
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<td>Mid-Year Review – Budgets to Actual Expenditures, All Funds</td>
<td>Mar 2008</td>
<td>Vice President, College Operations Director, Fiscal Services</td>
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<tr>
<td>Review Revenue and Expenditure Calculations with Board and College Budget Committee</td>
<td>Mar 2008</td>
<td>Vice President, College Operations</td>
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<td>Reconciliation of the Position Control File; all Funds, all positions</td>
<td>March 2008</td>
<td>Vice President, College Operations Human Resources, Administrators and Deans</td>
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<td>2007-08 Salary and Benefit Projections to the Departments</td>
<td>March 2008</td>
<td>Director, Fiscal Services</td>
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<td>Board of Trustees Budget Workshop</td>
<td>March 2008</td>
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<td>Tentative Budget Line with item detail for all Departments/all funds to Director, Fiscal Services (Cert PT Units due also)</td>
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<td>May 2008</td>
<td>Vice President, College Operations Fiscal Services, Dean, Human Resources</td>
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<td>2nd Reconciliation of Position Control File for Final Budget Document Complete</td>
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<td>Board and College Budget Committee Review of Tentative Budget Document</td>
<td>June 2008</td>
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<td>Allocate funds based on Program Review and student learning planning.</td>
<td>June 2008</td>
<td>Budget Committee</td>
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<td>Tentative Budget Adopted by Board of Trustees</td>
<td>06/24/08</td>
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<td>If Budget Committee cannot meet not able to fund recommendations</td>
<td>June/July</td>
<td>Institutional Planning Committee</td>
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<td>Revise Tentative Budget for Final Budget</td>
<td>July 2008</td>
<td>Cabinet</td>
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<td>State Final Budget with District Review</td>
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<td>Document to the Exec. Dean of Human Resources and Freeze Position</td>
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