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 – 2:00 to 4:00 p.m., Ohlone 106, Indian Valley Campus

1. Call to Order, Roll Call and Adoption of Agenda
2. Board Policies and Administrative Procedures Revision Process
   (Dr. Jane Wright and Attorney Mary Dowell)

B. Closed Session – 4:00 p.m. in AS 101 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
Eleven cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
   Mize-Kurzman vs. MCCD (Marin Superior Court)
   S. Rollison vs. MCCD
   UPM/Sutherland vs. MCCD – Grievance Arbitration
   UPM/Christensen vs. MCCD – Arbitration
   UPM vs. MCCD – Retiree Incentive Arbitration
   CSEA PERB Unfair Labor Practice Charges – Negotiations
   UPM Grievance re. Sabbatical Leaves
   UPM/D. Rollison vs. MCCD - Grievance
   UPM PERB Unfair Labor Practice Charge
   UPM PERB Impasse Request

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

(d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GOALS
   (Government Code Section 54957)
   Title: Superintendent/President

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 April 15, 2008 Board Meeting
   - Minutes of April 29, 2008 Special Board Meeting

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

4. Board Reports and/or Requests (15 minutes)
   a. Commendation Resolutions and Other Resolutions
      1. Resolution in Support of Classified School Employees Week
      2. Resolution Opposing the California Department of Food and Agriculture Aerial Spray Program to Eradicate the Light Brown Apple Moth
      3. Resolution in Recognition of Hoa-Long Tam’s Service as Student Trustee
   b. Legislative Report
   c. Committee Chair Reports
   d. Individual Reports and/or Requests
5. Chief Executive Officer’s Report (5 minutes)
a. Staff Reports (10 minutes)
   (1) COM/MTA/Media Center Update

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Association Report (5 minutes)
9. Board Study Session
   None

10. 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. Permanent Reassignment of Classified Personnel

    C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
       1. Phased-in Early Retirement of Academic Personnel
       2. Resignation/Retirement of Academic Personnel

    D. Educational Management Personnel Recommendations. Approve the Educational Management Personnel Recommendations:
       1. Appointment and/or Change of Educational Management Personnel

    E. Short-Term Hourly Positions

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

    G. Warrant Approval

    H. Approve San Rafael Redevelopment Agency Financing Plan

    I. Approve Academic Calendar 2008-2009

    J. Declaration of Surplus Property – Miscellaneous Equipment

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

    A. Approve Clinical Nursing Agreement with Holy Names University
B. Approve METI Agreement
C. Designate NCCC SIA Representatives
D. Approve Appointments to Citizens’ Oversight Committee
E. Modernization (Measure C)

1. Special Approvals
   a. All Building Projects on the Kentfield & Indian Valley Campuses
      Sole Source Door Keyways Brand
   b. Pre-Qualified General Contractors, Main Building Complex Project (#417A) & Transportation Technology Complex Project (#402A)
   c. Resolutions Declaring Non-School Building for Instructional Purposes
      1. Greenhouse & Shade-House Facilities
      2. Metal Building for Auto Technology

2. Approve Projects and Authorize Bidding
   a. Transportation Technology Complex Project (#402A)
   b. Main Building Complex Project (#417A)

3. Award/Approve Construction Contracts and Changes
   a. Award West Campus Utility Extension Project (#407D – incorporating parts of #850C and #850H) – bidder to be announced (~$875,000)
   b. Ratify 12 KV Utility Extension Project (#407C) (tree removal services prior to start of general construction) – Kingsboro Atlas Tree Surgery, Inc. ($4,650)
   c. Approve Diamond PE Center Alterations Project (#308B) – Alten Construction – Change Order #1 ($17,454)

4. Approve Lease
   a. PE Complex Portables Project (#850F) (portable shower buildings) – Mobile Modular Management Corporation (~$64,000)

5. Approve New Short Form Professional Service Agreements
   a. Various Projects – Kentfield & Indian Valley Campuses
      Archeological & Environmental Monitoring
      LSA Associates, Inc. ($54,100)
   b. District Security Consultant (#806A)
      Campus Security Command & Control System Engineering Services
      Tomasi-Dubois & Associates ($26,045)

6. Approve Professional Service Agreement Amendments
   a. Diamond PE Center Alterations Project (#308B)
      Austin Science Center Roof Repairs Project (#850E)
      Ninyo and Moore – Amendment 4 ($6,390)
b. District Signage Consultant (#812A)
   Interior signage design standards, SMCP Complex Project
   (#305A) project-specific signage design
   Kate Keating Associates, Inc. - Amendment 2 ($79,790)

c. PE Complex Portables Project (#850F)
   Additional moving fees
   Nor-Cal Moving Services – Amendment 3 ($435)

7. Approve Assignment and Consent Agreements
   a. Quali-Con Enterprises, Inc. to Peter R. Hull Construction Consulting
      DSA Inspection Services, multiple projects ($0)

F. Approve Circle Drive Rehabilitation Project – Change Order #1

12. Items for Possible Future Board Action (5 minutes)
   A. Marin Conservation Corps Memorandum of Understanding for
      Indian Valley Organic Farm and Garden (June)
   B. COM/MTA Agreement (June)
   C. Revised Board Policies (June)
      1. BP 6100: Delegation of Authority
      2. BP 6150: Designation of Authorized Signatures
      3. BP 6320: Investments
      4. BP 6400: Audits
      5. BP 6530: District Vehicles
      6. BP 6580: Excavation Policy
      7. BP 6700: Civic Center and Other Facilities Use
      8. BP 6740: Citizens’ Bond Oversight Committee
   D. Preliminary Tentative Budget (June 10)
   E. Final Tentative Budget (June 24)
   F. Bolinas Lab Recommendations (July)
   G. Textbook Cost Containment (July)

13. Information Items (5 minutes)
   A. Contracts and Agreement for Services Report – April, 2008
   B. Modernization Update
      1. Bar Schedule with Spent to Date Through March 2008
      2. Contract Milestone Report
      3. Bidding Climate
   C. Sustainability Update
D. COMet Update

E. Third Quarter Financial Statements

F. Construction Plans for Sheriff Substation

G. Revised Administrative Procedures
   1. AP 6100: Delegation of Authority
   2. AP 6150: Designation of Authorized Signatures
   3. AP 6320: Investments
   4. AP 6400: Audits
   5. AP 6530: District Vehicles
   6. AP 6580: Excavation Policy
   7. AP 6700: Civic Center and Other Facilities Use
   8. AP 6740: Citizens’ Bond Oversight Committee

H. Calendar of Special Events
   COM Retiree Reception – May 14, 2008, 4:00 to 6:00 p.m.
      Marin Art & Garden Center, 30 Sir Francis Drake Blvd., Ross
   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
   A Picnic in the Grove, College of Marin Faculty/Staff Picnic, May 22, 2008,
      12:00 to 1:30 p.m., Redwood Grove, Kentfield
   College of Marin Nursing Program Pinning Ceremony
      May 22, 2008, 6:00 p.m., Fine Arts Theater
   Golden Bell Awards – May 29, 2008, 6:00 p.m., Embassy Suites Hotel,
      101 McInnis Parkway, San Rafael
   Annual COM Foundation Board of Directors Meeting – June 3, 3008,
      6:00 p.m., Saylor’s Landing South, Sausalito
   College of Marin Dental Assisting Program Graduation – June 19, 2008,
      6:30 p.m., Student Services Courtyard, Kentfield

14. Correspondence
   Correspondence in Board Packets

15. Board Meeting Evaluation

16. Adjournment
A. Closed Session

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

Board Vice President Kranenburg called the meeting of the Board of Trustees of the Marin Community College District to order at 4:40 p.m. in the SSA&B Conference Rooms in the Student Services Building on the Kentfield campus. All publicly elected Trustees were present except Trustee Namnath, who arrived at 4:42 p.m., Trustee Treenor, who arrived at 4:45 p.m., and Trustee Hayashino. Dr. Frances White, Al Harrison, Anita Martinez, Linda Beam, and Larry Frierson were also in attendance.

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 6:00 p.m.

B. 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 in the Student Services Building on the Kentfield campus by Board Vice President Kranenburg. He announced that the meeting was being recorded to facilitate the preparation of minutes. All Trustees were present except Trustee Hayashino. Student Trustee Tam was in attendance.

2. Approval of Minutes and Report of Closed Session

M/s (Treenor/Paterson) to approve the minutes of the March 11, 2008 Board meeting. Trustee Long asked to have some notes she made at the March 11 Study Session (copy attached) added. As a point of clarification it was noted that no decisions were made by the Board at the Study Session and that committees would be making decisions on building finishes and colors. The motion to approve the minutes passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.
M/s (Treanor/Paterson) to approve the minutes of the March 18 Special Board meeting. The motion passed unanimously (6-0) plus 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

Ray Moritz expressed concern about the removal of many beautiful trees on our campuses and urged us to treat them for protection against sudden oak death instead of removing them.

Biology professor Jamie Deneris, a member of College of Marin’s Health & Safety Committee, asked the Board to reconsider the decision not to put hot water in the restrooms in the new building.

Stanley Pearse and David Alvarez, representing the Novato Riptide Swim Team, asked the Board to allow the parents of the swim team members to purchase parking passes at the student rate for IVC parking lots.

4. Board Reports and/or Requests
   a. Commendation Resolutions and Other Resolutions
      None
   b. Legislative Report.
      Trustee Paterson reported that the Community College League is recommending that districts send teams to upcoming advocacy days for community colleges planned in Sacramento.
   c. Committee Chair Reports
      None
   d. Individual Reports and/or Requests

      Trustee Paterson reported that she attended a recent Novato Roundtable meeting with President White and Dean Schorske which provided opportunities for community leaders and elected officials to learn about IVC and to ask questions and provide feedback.

      Trustee Dolan complimented COM’s music, drama and dance departments on the recent productions of “A Midsummer Night’s Dream” and “Dance upon a Song.”

      Trustee Dolan stated that she hoped the Board would support a resolution expressing opposition to light brown apple moth (LBAM) spraying in Marin County. Trustee Kranenburg responded that the Board officers felt that the most appropriate action at this time would be to write letters to government officials regarding this issue.

      Trustee Long shared two COM student success stories she recently heard about at community events.

      Trustee Treanor encouraged Board members to attend the upcoming CCLC
Conference (May 2-4) in Palm Springs and the numerous end-of-year COM activities.

Trustee Kranenburg reported that he and Trustee Hayashino met with Sheryl Amador, the chair of our visiting accreditation team on April 1 and that the conversation was quite positive. Dr. Amador was impressed with the work done and urged us to continue working together to improve our processes. Trustee Kranenburg thanked the faculty, staff and administration for the tremendous effort put forth to complete the program reviews.

5. Chief Executive Officer’s Report

Dr. White called the Board’s attention to her report in their packets.

Vice President Harrison announced that Yulian Ligioso, Director of Fiscal Services, has accepted a position as Vice President of Administrative Services at Evergreen Valley College in San Jose. He expressed appreciation for Yulian’s support, talent and leadership. Trustee Kranenburg presented Yulian with a gift of appreciation from the Board.

Vice President Martinez recognized long-time employee Jodi Fitzgerald who is retiring from the Office of Instructional Management. She thanked Ms. Fitzgerald for her many contributions to COM and presented her with a bouquet of flowers.

Cathy Summa-Wolfe, Director of Communications & Community Relations, made a presentation on COM’s new website, the result of a two-year upgrading process. Changes have been implemented to facilitate ease of use and to accomplish ADA compliance. We now have an interactive online application process and a credit class schedule that will be live out of a database. The Trustees complimented Ms. Summa-Wolfe and her staff on these tremendous improvements.

a. Staff Reports

1) WASC Report
President White reported that the visiting teams interviewed individuals and groups on April 1 and reviewed numerous documents. She stated that the team chair was pleased with our progress. Additional work needs to be done to complete our planning and budgeting cycle and more information will be sent to the Accrediting Commission prior to its June meeting. Dr. White stated that we expect to hear the Commission’s decision in late June or early July and that we are looking forward to positive results.

2) Citizens’ Oversight Committee Annual Report
Bill Levinson, chair of COM’s Citizens’ Oversight Committee (COC), reported that the COC met three times during the year and that meeting agendas and minutes are posted on the website. He stated that the committee reviewed two six month bond audits and financial statements and validated the findings, noting that the bond money is being spent as intended. He stated that the committee is comfortable with the work that is being done by President White, Vice President Harrison and Modernization Director Chernock and thanked them for their support of the COC and their management of the bond.
3) **COM/MTA/Media Center Update**
Professor Frank Crosby updated the Board on the COM/Marin Telecommunications Agency (MTA) Center, noting that we hope to have a joint use agreement signed by June 16. Trustees requested a workshop at the May meeting so that more information on the Media Center can be presented and to allow time for appropriate legal advice and opinions to be obtained. A copy of Mr. Crosby’s presentation is attached to the minutes.

4) **Enrollment Management Update**
Professor Kathy Freschi made a presentation entitled “Enrollment Management Strategies, Modern Languages Department, to Make COM the College of Choice” (copy attached). Proposed strategies include strengthening the enrollment of Main County high school students at COM, making the Modern Languages Department a hub for language and cultural studies, and participating in the Northern California Study Abroad Consortium.

Diana Verdugo, Director of Noncredit & ESL, Community & Contract Education, gave a report on non-credit and community education enrollment figures and course offerings (copy attached). She reported that noncredit classes have increased our enrollment by 3,250 students (although some are duplicated). She distributed copies of our new 2008 Noncredit English as a Second Language Student Handbook and noted that it will be translated into Spanish. Ms. Verdugo reported that noncredit ESL classes are listed in the summer 08 credit schedule. Vice President Martinez commented on the success of Latino College Awareness Day on April 3 and thanked the staff involved in the organization of this event.

5) **Program Review Update**
Yolanda Bellisimo passed out sample Program Reviews to Board members and explained that each section of a Program Review went to a different committee for review. Summaries were then created which will go into an Executive Summary. Summaries and program need ranking sheets will go to the Institutional Planning Committee which will develop an overview of where the college is and where it should go. The IPC’s recommendations will be forwarded to the Budget Committee which will develop funding priorities.

6. **Academic Senate Report**
Yolanda Bellisimo, President of the Academic Senate, reported that the Senate wants to develop an early waning system to alert faculty when courses or disciplines need to be updated. She announced that Sara McKinnon will make a presentation at the State Academic Senate and also at Canada College on the status of our ESL credit and non-credit programs using data from the program reviews. Ms. Bellisimo expressed concern that we are becoming more and more dependent our part-time faculty for committee work since we are down on full-time faculty numbers. A copy of Ms. Bellisimo’s statement is attached to the minutes as part of the official record.

7. **Classified Senate Report**
Kathleen Kirkpatrick, Classified Senate President, acknowledge the efforts of the faculty and staff who worked to meet the WASC deadline and named several classified staff who made important contributions. She reported that the Classified Senate will be sponsoring
a special project in connection with One Book One Marin. Staff will be encouraged to read Amy Tan’s Saving Fish from Drowning and to participate in book discussions held by the Classified Senate. A copy of Ms. Kirkpatrick’s report is attached to the minutes as part of the official record.

8. Student Senate and Student Association Report

Student Trustee Tam announced that COM will be sending a delegation to the Student Senate for California Community Colleges (SSCCC) Spring 2008 General Assembly in Los Angeles. Our delegation will follow up on Fall 2007 Resolution 16.02, authored by Student Trustee Tam, which calls for the boldest action on climate change passed by the SSCCC in recent history.

Inna Shapiro, ASCOM President, reported that ASCOM is preparing for the upcoming election and introduced Charlene Eldon, who is running for Student Trustee, and Shawn Mehrens, a candidate for ASCOM President. She reported that ASCOM sponsored a successful event on April 1, the date of the accreditation visit, which included a free breakfast and barbecue, a band and DJ music, and information about the WASC visit and our accreditation status. She acknowledged the hard work of the students who organized this event.

9. Board Study Session

a. Procurement Procedures & Change Orders During Construction

Leigh Sata of Swinerton Management & Consulting gave a presentation (copy attached) on our Measure C change order process. He reviewed the processes followed by other districts and suggested that district staff be given authority to authorize the use of the 10% contingency which is included in our new construction project budget and the 15% contingency which is included in the modernization project budget now that we are moving into the construction phase. His recommendations included authorizing the Director of Modernization to approve potential change orders in order to keep projects on schedule, authorizing the Vice President of College Operations to approve all change orders up to the 10% contract value, and having the Board approve by resolution all change orders in excess of the 10% contract value. Other recommendations included bringing all potential change orders that exceed $50,000 to the Board as an information item and having the Board ratify all change orders.

Board members discussed these proposals but no decisions were made as the information was presented during a Board Study Session. An action item addressing these issues will be placed on the agenda for the April 29 Special Board meeting.

b. Exterior Standards Review

Leigh Sata gave a presentation entitled Exterior Standards Review (copy attached) and showed pictures of color schemes and materials that have been reviewed and approved by Cabinet and the District Modernization Committee (DMC) for the Transportation Technology and Main Building Complexes at IVC. Two color schemes were presented. It was noted that Cabinet and the DMC preferred the original color scheme and most Board members expressed the same preference. These two projects will be brought back to the Board for final approval at the May 13 meeting.

10. Consent Calendar Items
M/s (Treanor/Tam) to approve all items on the Consent Calendar. The motion passed with a unanimous roll call vote (6-0) plus an advisory aye vote by Student Trustee Tam except for 10.H.1.a-d which Trustee Dolan voted no on.

A. Calendar of Upcoming Meetings
   April 29, 2008 – Special Board Meeting – 6:00 p.m.
   Deedy Staff Lounge, Kentfield Campus

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Appointment of Hourly Personnel
   3. Temporary Increase in Assignment for Classified Personnel
   4. Resignation/Termination of Classified Personnel

C. Academic Personnel Recommendations. Approve the Academic Personnel Recommendations:
   1. Resignation/Retirement of Academic Personnel
   2. Appointment/Change for Temporary Noncredit ESL and Community Education and Services Instructors for Spring Semester and Spring Quarter 2008

D. Short-Term Hourly Positions

E. Budget Transfers – Month of March - FY 2007/08

F. Warrant Approval

G. Approve New Community Education Courses

H. Modernization (Measure C)
   **Note:** Consent items for modernization include (1) contracts previously approved and needing routine ratification; and (2) no-cost time extension amendments for professional services agreements.
   1. Approve No-Cost Time Extension – Professional Services Agreements
      a. Shade & Greenhouse Structures Project (#850C)
         Crossroads Relocations Services, Inc. – Amendment #1
      b. PE Complex Portables Project (#850F)
         QA Consultants, Inc. – Amendment #1
      c. Geothermal Fields Kentfield & IVC Projects (#305B & #417B)
         GeoTech Utility Locating LLC – Amendment #1
      d. Geothermal Fields Kentfield & IVC Projects (#305B & #417B)
         Kleinfelder, Inc. – Amendment #1

11. Other Action Items
A. 2008 California Community College Trustees (CCCT) Board Election
   M/s (Trencor/Namnath) to accept the slate of candidates suggested by
   Trustees Long and Paterson. The motion passed unanimously (6-0) plus
   an advisory aye vote by Student Trustee Tam.

B. M/s (Trencor/Tam) to Approve Agreement with Community College
   League of California for Board Policy and Procedures Consultation
   Services – Year 2. The motion passed unanimously (6-0) plus an advisory
   aye vote by Student Trustee Tam.

C. Approve Bid Award Circle Drive Rehabilitation Project, Kentfield
   Campus
   M/s (Tam/Long) to approve the amended agenda item which authorizes the
   rejection of all bids for the Circle Drive Rehabilitation Project and
   authorizes staff to rebid the project at a later date. The motion passed
   unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

D. M/s (Trencor/Long) to Approve Purchase of Argos Reporting System.
   The motion passed by a vote of 4-2 with Trustees Dolan and Namnath
   casting the no votes. Student Trustee Tam cast an advisory aye vote.

E. M/s (Trencor/Tam) to Approve Selection of Auditing Firm. The motion
   passed unanimously (6-0) plus an advisory aye vote by Student Trustee
   Tam.

F. Approve Construction Plans for Marin County Sheriff Substation
   (This item was pulled from the agenda).

G. M/s (Trencor/Paterson) to Approve Resolution Authorizing the Issuance
   of Tax and Revenue Anticipation Notes for Fiscal Year 2008/09. The
   motion passed by a vote of 5-1 with Trustee Dolan casting the no vote.
   Student Trustee Tam cast an advisory aye vote.

H. M/s (Namnath/Dolan) to Approve Memorandum of Understanding for
   Partnership Agreement for Marin Simulation Center with Dominican
   University of California. The motion passed unanimously (6-0) plus an
   advisory aye vote by Student Trustee Tam.

I. Modernization (Measure C)
   M/s (Trencor/Namnath to approve 11.1.1-4. The motion passed by a
   vote of 5-1 with Trustee Dolan casting the no vote. Student Trustee
   Tam cast an advisory aye vote.
   1. Special Approvals
      a. Approval of Revised Bond Spending Plan
   2. Approve Projects and Authorize Bidding
      a. Ignacio Creek Erosion Mitigation Project (#419A)
   3. Approve New Short Form Professional Service Agreements
a. Various IVC Infrastructure Projects – Testing & Inspection Services
   Inspection Services, Inc. – New Short Form Professional Services Agreement ($33,266)

4. Approve Professional Service Agreement Amendments
   a. Diamond PE Center Alterations Project (#308B)
      POMO 4 Roof Replacement Project (#402B)
      Ninyo and Moore – Amendment #3 (credit of $21,524)
   b. Science/Math/Central Plant Project (#305A)
      Wind Tunnel Study
      ED2 International – Amendment #1 ($22,000)
   c. PE Complex Portables Project (#850F)
      Moving Services
      Nor-Cal Moving Services – Amendment #2 ($8,541)
   d. Shade & Greenhouse Structures Project (#850C)
      Transportation Tech Relocation Project (#850H)
      West Campus Utility Extension Project (#407D)
      Design Fees for Swing Space
      HKIT – Amendment #8 ($56,000)
   e. West Campus Utility Project (#407D)
      Soil Boring & Civil Design Fees ($4,300)
      Geothermal Fields Kentfield Project (#305B)
      Design Services for Parking Lot Reconditioning ($27,500)
      CSW/Stuber Stroeh – Amendment #18 ($31,800 total)
   f. New Fine Arts Building Project (#306C)
      Arborist Consulting Services – Tree Protection
      Moritz Arboricultural Consulting – Amendment #1 ($3,726)
   g. District Legal Counsel (#831A)
      Annual Fiscal Year 2007/08 Budget Encumbrance
      Miller Brown & Dannis – Amendment #1 ($35,000)

5. M/s (Tam/Treanor) to Award Construction Contract
   a. 12KV Utility Extension Project (#407C)
      The motion passed by a vote of 5-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.

6. Approve Construction Contract Change Orders
   a. M/s (Treanor/Paterson) to Approve PE Complex Portables Project (#850F)
      NEMA Construction – Change Order #1
      The motion passed by a vote of 5-1 with Trustee Dolan
casting the no vote. Student Trustee Tam cast an advisory aye vote.

b. M/s (Treason/Paterson) to Approve PE Complex Portables Project (#850F)

NEMA Construction – Change Order #2, Notice of Completion & Board Resolution

The motion passed by a roll call vote of 5-1 with Trustee Dolan casting the no vote. Student Trustee Tam cast an advisory aye vote.

12. Items for Possible Future Board Action

A. Marin Conservation Corps Memorandum of Understanding for Indian Valley Organic Farm and Garden (May)
B. Bolinas Lab Recommendations (July)
C. Textbook Cost Containment (July)
D. METI Agreement
E. Agreement with Holy Names University for Supervised Student Teaching Experience for Graduate Nursing Students (June)
F. COM/MTA Agreement (May)
G. Approve Appointments to Citizens’ Oversight Committee (May)

13. Information Items

B. Modernization Update
   1. Bar Schedule Through March 2008
   2. Large Commitments – Status Report April 2008
C. Sustainability Update
D. COMet Update
E. SMC Quarterly Progress Report for Period Ending December 31, 2007
F. Agreement with County of Alameda (Highland Hospital) Nursing Experience
G. Calendar of Special Events

May 14, 2008 – COM Retiree Reception – 4:00 to 6:00 p.m.
Marin Art & Garden Center, 30 Sir Francis Drake Blvd., Ross
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

College of Marin Nursing Program Pinning Ceremony
May 22, 2008, 6:00 p.m., Fine Arts Theater
14. **Correspondence**  
Trustees were asked to review the correspondence in their Board Packets.

15. **Board Meeting Evaluation**  
It was suggested that Board officers better gauge the times allotted for agenda items and that the purpose and outcomes of Board Study Sessions be more clearly defined and reported in the minutes.

16. **Adjournment**  
M/s (Tam/Long) to adjourn the meeting. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam. Vice President Kranenburg adjourned the meeting at 11:15 p.m.
Trustee Long’s Notes from March 11, 2008 Study Session

The Board heard that the materials proposed for all three projects were acceptable, affordable, looked good, were LEED certified and sustainable.

No leakage, low maintenance as described by all architects.

Trespa (ribbed steel panels, pressed & recycled materials) suggested by architect for new Fine Arts Building.
1. **A Media Center at The College of Marin**
   A unique opportunity to use modern media to enhance the quality of education.

2. **What is a Media Center**
   - A media production facility, cable television channels and Internet/web casting site where residents, community and government organizations and educational institutions have the resources to create and deliver non-commercial-media programs.

3. **Media Center Overview: Public & Gov. Use**
   - Public Access: media programs produced by local residents
   - Government Access: media programs produced by local government

4. **Media Center Overview: Educational Access**
   - Schools produce educational content and programs and use cable television channels and the Internet and to create educational opportunities for the communities they serve.

5. **Our Partners**
   - The Marin Telecommunications Agency (MTA): a joint powers agency of Marin County towns, cities and Marin County government.
   - The Community Media Center of Marin (CMCM), MTA's designated access provider: the non-profit organization that will manage the media center.

6. **Media Center Funds**
   - The resources and funds for the media center come from the money Comcast pays to Marin County for the right to provide cable television to Marin County residents and the fees it collects for this service.

7. **The Joint Use Agreement**
   - A contract between the District and MTA to create the media center in the film/video facility at the Kentfield campus.
   - Linked to the Joint Use Agreement will be a operational services agreement between CMCM and MTA, and an understanding between the District and CMCM on coexisting in the media center and operations and facilities usage.

8. **The Joint Use Agreement**
   - The District/MTA agreement creates a long-term relationship between COM and MTA that guarantees that the media center will remain at the Kentfield campus for a minimum of ten (10) years.
   - From the Cable Television Franchise Agreement with Comcast, MTA has secured over 2 million dollars of capital revenue for media center equipment and facility renovations.

9. **What The Capital Resources Do**
   - These capital resources guarantee that once the media center opens at Kentfield there will be adequate money to keep the media center’s equipment and resources at Kentfield for the length of the District/MTA agreement.
   - Even if the CMCM, the operations provider, does not survive, the media center remains in place at Kentfield.

10. **Joint Use Agreement: Summary Proposed of Conditions**
    - The District and the CMCM coexist in the media center and share media center facilities and equipment.
    - Each will use its own staff and resources to generate media content.
• CMCM staff will not be agents or employees of the District.

11  Joint Use Agreement: Summary Proposed of Conditions
• Initial 10 year joint use agreement with the right to extend for two additional five year terms.
• The District will not charge MTA rent for locating the media center at Kentfield campus.
• An MTA designated access provider: The CMCM, a non-profit organization will oversee MTA's media center use.

12  Joint Use Agreement: Summary Proposed of Conditions
• In exchange for housing the media center at Kentfield, the District receives:
  - Some preferred use of media center equipment and facilities
  - One of the six digital cable television channels (available in 2009): This College of Marin Channel is for the exclusive use of the District. In addition, the District will control the channel's content and programming.

13  Joint Use Agreement: Summary Proposed of Conditions
• Access to marin.org/Midas network/high-speed content-deliver system to allow the District to deliver content via on-demand, streaming and archival retrieval.

14  Joint Use Agreement: Summary Proposed of Conditions
• With consultation and the approval of the district, CMCM/MTA will have the right to make physical improvements to the film/video facility.
• CMCM/MTA will have the right to be relocated to the Gateway Building should it be constructed and the district relocates the Film/Video program to the facility.

15  Joint Use Agreement: Summary Proposed of Conditions
• CMCM to have 24/7 access to media center facility and Learning Resource Center restroom facilities.
• The District to pay for utilities and janitorial services at normal usage levels.

16  Joint Use Agreement: Summary Proposed of Conditions
• The District will maintain subject premises in good repair.
• Indemnification/insurance provisions will be developed

17  Joint Use Agreement: Summary Proposed of Conditions
• Parking for media staff, members and guests
• Provisions for termination limited to material breach of Agreement

18  Benefits to the District
• Linkage with District Goals

19 [ ] **Enhance and Maintain Educational Excellence in Gen. Ed. and Transfer** (G-1)

• Media center technology can be used to enhance students’ critical-thinking skills in the learning environment.

• This prepares students to meet the challenges of learning environments and a life in which media and technology literacy skills are as important as written and verbal language skills.

20 [ ] **Develop and Maintain a Supportive Learning Environment** (G-2)

• The media center can be used to make course content available to students 24 hours a day via the Internet, content on demand, streaming, etc.

21 [ ] **Encourage Broader Community Involvement** (G-4)

• The media center helps the district to create partnerships with:
  - local organizations and business,
  - government and learning communities with other learning institutions.

• A media center is a resource that brings residents and high school students into the college community.

22 [ ] **Identify and Address Workforce Development Needs** (G-5)

• The media center creates an opportunity to:
  - Develop a workforce development program under the California Community College Chancellor’s Office Entertainment and Multimedia Workforce Development Initiative. This could result in new enrollment and revenue streams.

23 [ ] **Increased Enrollments**

• Using the media center, we can expand course offerings and access through:
  - E-School
  - Video on Demand
  - Telecourses and other educational media TV programs
  - Internet and Inet
  - A Media Literacy program

24 [ ] **Marketing, Promotions and Information Dissemination**

• The College can create awareness of its programs, news and other items of interest to the 62,000 cable-television households in Marin County.

25 [ ] **Media Equipment Upgrades and Capital Improvements**

• Use of a state-of-the-art media center and some capital improvements to the current film/video facility.

26 [ ] **Current Status/Timeline**

• April
  - Presentation of summary of Joint Use Agreement conditions to COM Board of Trustees and MTA Board of Directors
- Draft of Joint Use Agreement
- COM, MTA, CMCM Board and Management Reviews of Agreements

27 Current Status/Timeline
- May
  - Continue COM, MTA, CMCM Board Agreement reviews
  - Approval of Agreement by all boards

28 Current Status/Timeline
- June
  - Agreement signed by June 16, 2008
Enrollment Management Strategies, Modern Languages Department, to make COM the College of Choice

Background

- In Fall Semester 2007, there were 367 high school students who enrolled in College of Marin classes. One-third of them, or 131 students, were enrolled in one of the Modern Language disciplines: ASL, French, Italian, Japanese, Chinese and Spanish. ASL and Japanese were the two most popular disciplines for high school students, with 58 and 29 students respectively. Currently, high school students taking Modern Languages classes make up approximately .02% percent of COM’s enrollments each semester.
STRATEGY #1: Strengthen the enrollment of high school students in Modern Languages Classes

1. Offer more classes in time frames accessible to high school students: 4-6 p.m.; 7-9 p.m. and Saturdays

2. Link Modern Languages classes to Study Abroad and International Ed

3. High school students may take our modern languages while they are still in high school; when they turn 18 years of age, they will become eligible for Study Abroad as COM students
What COM can offer a Marin high school student

1. Language courses that are not offered at local high schools
2. Language courses in accessible time frames
3. Language courses that will allow them to fulfill their high school graduation as well as transfer requirements.
4. Language courses that include the advanced levels of a language
5. Language courses that prepare specifically for foreign travel, offered through Study Abroad
6. Language courses that are taught with the rigor of a College course
STRATEGY #2: Modern Languages Department to be seen as the hub for language and cultural studies

1. Recruitment value for new students: COM as the College of choice because of this unique package
2. Increase and celebrate presence of international students at COM
3. Continue to offer the International Film Festival, every Spring Semester, to symbolize commitment to languages, cultures, and global issues
4. Provide cultural enrichment activities for teenagers
STRATEGY #3 Convert Study Abroad to Consortium Model, as of Fall 2008

1. College of Marin has been accepted as an Associate Member of the NCSAC Consortium for 2008-2009

2. College of Marin will be eligible for full membership as of Fall 2009

3. Students will be able to choose among more study abroad opportunities

4. Upon full membership, College of Marin faculty will be able to teach classes abroad
Northern California Study Abroad Consortium

1. Composed of 6 other community colleges: College of San Mateo, Santa Rosa Junior College, Diablo Valley College, Los Rios District, including Cosumnes River College and Los Rios College

2. This Consortium has existed for twenty years and has never before had any associate members

3. For 2008-2009, College of Marin and Butte College have been accepted as the first associate members in the history of the Consortium.

4. To become a permanent member of the Consortium, COM must demonstrate that it can add new students to programs, that there is an on-site administrator to control the budget, that there is a faculty committee to oversee the operation, and that there is a half-time clerical person, to represent Study Abroad.
LADIES AND GENTLEMEN OF THE BOARD, PRESIDENT WHITE THANK YOU FOR GIVING ME THIS OPPORTUNITY TO REPORT TO YOU ON PROGRAMS THAT I WORK WITH HERE AT COM; NONCREDIT AND COMMUNITY EDUCATION/SERVICES

A little over one year ago I was employed at COM as the Interim Director of Noncredit and ESL Instruction, Community and Contract Education. At that time I noticed that only credit students were listed in the college’s characteristics. There was something left out of this picture. Where was noncredit? I determined that among those first items of business were to advertise noncredit in the credit schedule and also to have noncredit numbers of enrollment added to the college's characteristics.

1. As of Summer 08, Noncredit ESL classes are listed in the credit schedule.

2. A new noncredit student friendly application accompanies the noncredit schedule.

3. We now have a NONCREDIT ESL Student Handbook that we hope will bring in more students and retain more students at COM adding to our PIPELINE to credit efforts, here is your copy. Sara McKinnon, who developed the handbook and Coordinator of NC ESL will hand these out to you. This document was paid for through NC Matriculation funds and we will have it translated in Spanish soon.

The college’s student characteristics listed 6,600 number credit students only last academic year. What happened to Noncredit students?

1. As of the latest Student Characteristics on the WEB, the figures have increased to 9,000 students including both credit and noncredit and also show a credit increase from 6,600 a year ago to 6,800 currently.

2. However, as I break down the numbers in Noncredit, I have found more students to be counted.

In Noncredit ESL, we have approximately 2,000 students enrolled.
I use the term approximately because these classes are open entry/open exit and students may enter a class if there is room any time after the term has begun.

THIS BRINGS YOUR NEW TOTAL FROM 6,800 TO 8,800 STUDENTS.

PIPELINE INFO
Between 2004 to 2007, 438 students were enrolled in NC ESL level 40 classes. Of these 438 students, 288 or 65% moved on to credit ESL. 72% or 210 as regular credit students and 28% or 78 took ESL credit classes through OPEN COLLEGE.

In Noncredit Older Adults Program, wherein classes are presented to the public on a quarter system there are approximately 1,000 students enrolled. (duplicated count)

LET'S ADD IN THE 1,000 STUDENTS TO THE 8,800 STUDENTS AND THAT BRINGS US TO 9,800 STUDENTS

In NONCREDIT DSPS, there are approximately 250 (duplicated) students enrolled according to Chris Shultz.

Add these figures to the 9,800 students currently listed on the WEB and our total becomes approximately 10,000 students enrolled at COM either in credit or noncredit. GREAT, NONCREDIT CLASSES HAVE BROUGHT 3,250 more students TO THE TABLE SO TO SPEAK although some are duplicated.

And for your information we have more students. We also have Community Service classes THAT OFFER A WIDE VARIETY OF AFFORDABLE NOT FOR CREDIT CLASSES, WORKSHOPS, SEMINARS AND EXCURSIONS FOR PERSONAL AND PROFESSIONAL ENRICHMENT, AND CREATIVE RETIREMENT WHICH ARE SELF-SUPPORTING AND ARE OPEN TO ALL MEMBERS OF THE COMMUNITY WILLING TO PAY THE FEES.

In any given semester there are approximately 163 sections of classes listed each quarter with a minimum enrollment of 16 to 25 students per class. Classes are offered on a quarterly basis, are short term and although these classes must pay for themselves and will never be eligible for apportionment, they bring in APPROXIMATELY 2,600 to 4,000 students depending on the semester. This also includes 60 STUDENTS from our Intensive English Program of which 13 students transferred into credit classes this Spring.

No matter how we look at our figures, when we add in community service classes, at 16 students per section, we have about 12,000 students attending classes. If we consider a semester where there are 25 students in each of the CES classes, the figure goes up to about 13,000 students. All in all, despite the fact that we are a basic aid college our class enrollment figures are looking better and better each semester.

THANK YOU FOR YOUR KIND ATTENTION.
Diana Verdugo
4/15/08
1) As a result of our program reviews, we now have a completed inventory of the status of each of our courses and the dates they were last updated. The Senate is working on a procedure that the Curriculum Committee will follow for insuring that courses will not be deactivated as a result of missing the Title 5 requirement for maintaining currency. The course outline of record for each course must be updated every five years according to Title 5 and courses that do not meet this requirement can lose their transfer status with the CSUs and UCs. Therefore, the Senate and the Curriculum Committee are developing an early warning system to alert departments and disciplines of the status of their courses. The procedure will include a time line for submitting courses to the Curriculum Committee so that departments and the committee have sufficient turn around time.

2. That State Academic Senate Plenary session is being held this week in San Francisco and Sara McKinnon will be one of the presenters. Sara is a member of our Senate and serves on the state-wide Senate ad hoc committee on noncredit. Her presentation will be about the status of our ESL non-credit and credit programs. Much of her data for this presentation came from the ESL program review completed by Sara and Blaze Woodlief. Sara will also be giving presentations at Canada College.

3. Sara is a member of our part-time faculty. In addition to serving on the Senate, she is a member of the Institutional Planning Committee and was instrumental in the completion of our program reviews. This is one of the challenges we face as our full time faculty dwindles in numbers. We have become more reliant upon the good will and hard work of our part time faculty. In fact, three significantly sized programs depended upon part time faculty to complete their program reviews. In addition to program reviews, we have about 48 faculty positions on governance committees and another dozen or so on Senate committees, like the Curriculum Committee. We also have faculty mentors and advisors for student activities and a host of ad hoc work faculty members take up outside the classroom. Without a healthy complement of full time faculty, we have less people to do more work and, like many of our faculty members, I worry about how much of this work falls through the cracks and how this affects students.
 Classified Senate Report to Board of Trustees  
April 15, 2008  
Kathleen Kirkpatrick, Classified Senate President

Good evening.

On behalf of the Classified Senate, I’d like to acknowledge the efforts of all faculty and staff who contributed to meeting the April 1 WASC deadline for program review. As you know last month I was here on behalf of the classified staff to appeal to all individuals to work together to meet this critical deadline.

Although program review was a primarily a faculty-led project, many classified staff made significant contributions and I’d like to take this opportunity to publicly acknowledge their efforts.

Classified staff from instructional departments provided critical data and information regarding departmental needs to the faculty coordinators. Several members of the Student Services units analyzed their program areas as part of the overall Student Services Program Review. Media Services staff also completed a program review for their area. Reprographics staff were literally printing and binding up to the last minute. In addition, staff members on the Student Access and Success Committee, IPC, Instructional Equipment, Facilities Planning Committee and Budget Committees participated in their committee’s program review process. Finally, a few individuals went above and beyond to ensure we could meet the April 1 deadline including Melody Creel, who provided extensive data and statistical information for each program under review, Barbara David who organized, collated and managed the materials that were presented to WASC and Dong Nguyen, who created the fantastic online web template along with Derek Wilson. Congratulations to everyone who contributed to the College’s ability to meet the WASC deadline!

On another note, the Classified Senate is sponsoring a special book project this spring in conjunction with “One Book One Marin”, a collaborative project of the Marin County Libraries, Book Passage and Dominican University. "One Book One Marin" encourages all members of the community to read and discuss one book each year thus encouraging community dialogue and awareness of important issues. This year’s book selection, “Saving Fish from Drowning” by Sausalito author Amy Tan chronicles a fictional trip by a group of art patrons to Burma, now Myanmar. One of the major themes in the book explores the impact travelers have on another culture as well as the impact the culture has on the travelers.

Several events are being held throughout the county to encourage discussion and participation. A list of activities can be found on the One Book One Marin web site. The Senate plans to hold some book discussions for the small, but dedicated group reading the book here. The project culminates the end of May when Amy Tan will be interviewed about the book by KQED’s Michael Krasney at Dominican University. Several staff members are planning to attend this free event that is open to the public. Next year we hope to launch the One Book One Marin project college-wide.
Marin Community College District
Measure C Bond Program
Change Order Process

Board of Trustees Study Session
Tuesday, April 15, 2008
Professional Service Amendments and Change Orders (COs)

- Timely Approvals
- Discretion/Authority to approve work
- Examples from other Bay Area Community Colleges
- Recommendations
PART 1: Professional Service Amendments

Why they happen:
- Scope change to existing project based on site condition or reviewing agency requirements
- Unanticipated engineering issue
- Additional due diligence required
- Inaccurate forecast of needs due to change in program

What we currently have in place (Architects)
- A/E contracts are approved by Board
- All changes to scope require Board authorization

What we currently have in place (Engineers)
- Individual contracts and Amendments are approved by the Board on a case by case basis
- Routine tasks are assigned to the District consulting engineer.
Professional Service Amendments
What do our peers do?

- San Mateo Community College District
  - Skyline College
  - College of San Mateo
  - Canada College
- Chabot-Los Positas Community College District
- Peralta Community College District
- West Valley-Mission College District
Board approves a prequalified list a minimum of two times per year (and in special cases, as needed).
- Project specific teams
- District Consultants

Board approves pre-specified threshold recommended by District Staff. “Filling the tank”

Board renews the threshold twice annually as recommended by District Staff.

Amendments are approved by the Vice Chancellor for Facilities with signature by the Executive Vice Chancellor.
Board approves prequalified project specific teams.

Board approves prequalified “District Consultants.”

Board approves pre-specified threshold recommended by District Staff. “Filling the tank.”

Board renews the threshold on annual basis as recommended by District Staff.

Amendments are approved by the Vice Chancellor with a the Board receiving an “informational item” report.
Peralta Community College District

- No formal prequalification process, but project specific prequalification is required.
- Vice Chancellor for Facilities has discretion to approve Amendments by written directive.
- Board ratifies the work, but the work can proceed if necessary to stay on schedule.
Board pre-approves consultants as requested by Staff.

Director of Facilities has discretion to approve up to $69,000 of Professional Service Amendments, with signature approval from the Assistant Chancellor.

Board ratifies all Professional Service Amendments.

Any requests above $69,000 require pre-approval from the Board.
Professional Service Amendments – What is appropriate for the College of Marin? Recommendations:

- Board approves a pre-qualified list of consultants twice per year.
- Board approves a spending threshold for each consultant, as recommended by Staff.
- Individual Amendments that exceed $30,000 will be brought to the Board as “informational items.”
- Amendments will be approved by the Director of Modernization with signature approval required by the Vice President of College Operations (as long as thresholds are not exceeded).
PART 2: Change Orders

Why they happen, four common themes:
- Unforeseen Conditions
- User requested changes
- Reviewing Agency requirements/Code changes
- Drawing issues

Why “timely?”

What do other Districts do?
- SMCCD
- Chabot
- Peralta
- WVM
But first, a few definitions:

- "PCO" (Potential Change Order): any scope of work that might lead to additional construction cost.
- "Change Order:" A compilation of PCOs aggregated together. Change Orders have two components, money and time.
Change Orders, a reminder from our last presentation:

- What is a Change Order
- How Change Order is created
- Change Order – Process & Controls
  - Steps 1 through 8
  - Typical Timeline Total = 75 workdays
Why “timely?”

- Cost of General Conditions
  - Site Supervision, trailers, phones, other GC overhead.
- Delays impact the completion date
  - Projects are set up like “dominos,” with one affecting the next.
- Other cost impacts
  - Swing space
  - Temporary rental facilities
- Impact on the Academic Calendar
10% "Owners Allowance" is included in each project. If the allowance is not spent, it is returned to the District as a final Change Order.

Additional 10% construction contingency.

PCOs approved by Vice Chancellor.

Change Orders require signature approval by the Vice Chancellor and Executive Vice Chancellor.

Board reporting only required for Change Orders that exceed the sum of the 10% owner's allowance + 10% contingency.
5% "Owners Unspecified Allowance" is included in each project with a construction value exceeding $2M (10% for projects smaller than $2M).

Unspent Allowance is returned to the District as a final Change Order.

Additional 10% construction contingency.

PCOs approved by Vice Chancellor for Facilities.

Change Orders require signature approval by the Vice Chancellor and Executive Vice Chancellor.

Board reporting only required for Change Orders that exceed the sum of the 5% owner's allowance + 10% contingency.
- No Allowance or Contingency is added to a project.
- PCOs and Change Orders are approved by the Vice Chancellor for Facilities (usually in consultation with the Chancellor).
- Board reporting is required for Change Orders that exceed 10% above the original GC’s contract.
West Valley-Mission Community College

- No Allowance or Contingency is added to a project.
- All PCOs are approved by District staff as long as they do not exceed $69,000.
- PCOs are bundled into Change Orders and all Change Orders approved by the Board.
Change Orders – What is appropriate for the College of Marin? Recommendations:

FYI, the existing budget includes:
- 10% contingency included in new construction project budget.
- 15% contingency included in modernization project budget.

Authority to authorize the use of the contingency, which would include:
- Approval of PCOs by the Director of Modernization in order to keep projects on schedule.
- Vice President of College Operations has authority to approve all Change Orders up to the 10% contract value.
- BOT approves (by resolution) all CO’s in excess of the 10% contract value.

PCOs that exceed $50,000 will be brought to the Board as an "informational item."

Board must ratify all Change Orders.
Contacts

Leigh Sata
Program Manager
(415) 884-3193
Leigh.Sata@marin.edu

Elizabeth Bornstein
Senior Project Field Administrator
Swinerton Management & Consulting, Inc.
(415) 884-3139
Elizabeth.Bornstein@marin.edu

http://www.marin.edu
Marin Community College District
Measure C Bond Program
Exterior Standards Review

Board of Trustees Study Session
Tuesday, April 15, 2008
Design Guidelines

This study suggests that with properly sized and designed mechanical systems that the District can appropriately expect its Design Professionals to design buildings to minimally exceed Title 24 by a percentage of 20%. This expectation is outlined in these guidelines. And, while any design decisions need to be made considering all site and contextual influences, it is safe to assume that additional savings can be expected through following guidelines promoting the use of natural systems in lieu of mechanical systems. As outlined in these Guidelines, each Design team shall endeavor to produce energy models and studies that can assist in developing appropriate design solutions for each Project.

Through Pacific Gas & Electric, Alta Tech Cambridge Group obtained 2005 and 2006 Aggregate Demand Summary reports for each of the campuses. It is through these reports and future metrics built into each Project that the District will be able to measure its successful decrease in energy loads. Additionally, these metrics, along with corresponding system adjustments, will provide avenues for continual review and improvement.

"The College of Marin Computer Energy Analysis of the Kentfield Campus and P.E. Buildings" by Alta Tech Cambridge Group can be obtained through the District's Program Manager.

3.2.4 Building Elements

Building Entry

**DESIGN GUIDELINES**

- As an opportunity for consistency on each campus, building entries shall appear clear, direct and inviting from pedestrian pathways, forecourts, terraces, and other outdoor spaces.
- Primary building entrances shall not compete with main lobby entrances.
- Once inside, each building shall provide appropriate lobby space and functions for the anticipated occupant types and loads.
- Lobbies will contain directories (see Signage standards) and visual cues to the vertical and horizontal circulation routes.
- Buildings with large lecture halls, student services, administration, and other heavily visited spaces shall have greeting stations where face-to-face interaction can be had.
- Much like public building lobbies, campus building lobbies offer opportunities for displays of scale art. Lobby design, as well as the building itself, shall address the feasibility of student/community artwork in the building program.

Facades

The facade of a building is the primary exterior face or a building side that faces a public space or way. Here, these guidelines provide direction as to proper study of the exterior design of a building in response to the College context and climate.

**DESIGN GUIDELINES**

- Each building shall be a coherent architectural composition, and each shall employ a unifying vocabulary of materials, details and materials.
Design Guidelines

- Building facades shall be appropriate to the campus and community context.
- In general, the pattern of solid and transparent elements shall respect and be coordinated with the structural framework of the building and that of the interior functions.
- Façade treatments shall respond to micro climatic factors, mediating between the exterior exposures and interior spatial needs.
- Façade treatments shall respond to characteristics of each exposure with respect to heat, light, and ventilation.
- Qualities of lighting, thermal and ventilating controls shall be optimized and coordinated with passive and supplemental active systems.

Arcades
Arcades have been used in several of the early buildings at the campus. In general, they can be freestanding, incorporated into the building façade, or carved from the architectural volume. Contextual design will find ways to bring the similar rhythm and pattern to new Building Projects.

DESIGN GUIDELINES
- Arcades shall be designed to provide functional shelter from sun and rain.
- Arcades shall express the rhythm, proportion, and scale sympathetic to the original arcades (approximately 8-10 feet wide).
- Calculated use of this building element must be made, as state regulations factor 50 percent of this covered area into the building gross square footage.
- Colonnades, pergolas, and trellis/arbors can also be used to provide shaded connections.

Building Art
DESIGN GUIDELINES
- Incorporate opportunities for art in modernization projects. Consider artwork as an integral part of the building interior or exterior. Utilize art to create or strengthen spatial areas, gateways, and circulation nodes.

Roofops
DESIGN GUIDELINES
- Study the potential use of ‘living roofs’ (sedum plant) as a way to reduce storm water runoff, absorb CO₂ and minimizes the roof membrane’s ultra-violet deterioration. Additional benefits include reduced heating and cooling loads.
- Rooftop equipment shall be enclosed and concealed in every new building and the enclosure shall be designed as an integral element of the building architecture.
- In new buildings, the design shall include consideration of roof forms that accommodate passive and active solar energy devices as elements integral to the building architecture.
- All new buildings are to be designed for maximum photovoltaic panel placement. PV panels may be part of initial project or may be added at some point in the future.
- Exhausts and plumbing stacks shall be grouped and incorporated into the architectural composition of the building they serve.
- When large in circumference, stacks shall be articulated to reduce their scale.
Design Guidelines

- As the stacks may be visible from a distance, it is important that they be designed with a certain degree of uniformity, so that the overall image from a distance is in a harmonious relationship.
- Placement and configuration of buildings and exhaust stacks shall recognize that while prevailing winds are from the northwest, open air flow paths should be created and stagnant air pockets avoided.

3.2.5 Materials:
The following was developed with the District Modernization Committee, sub-committee on Exteriors and Site in five (5) Goal, Principle, and Guidelines setting meetings held during the Spring of 2006.

Material Guidelines:
In these meetings, the sub-committee expressed a desire to allow the contextual creativity of the Design Professionals selected for each Project to develop the material context of the District campuses. While a consistent theme is desired (and appropriate to each campus), it is the existing and new landscape elements, along with the paving/hardscape that will unify the new campus fabric. The Campus Theme at Kentfield is defined as “Arboretum” and at Indian Valley is defined as “Oak Woodland.” Through the above-mentioned Goals, Principles, and Guidelines meetings, the following was developed.

DESIGN GUIDELINES
- Exterior materials shall be selected to exude quality, durability, and sustainability.
- Maintenance requirements shall be reviewed with District Personnel.
- Choose locally available materials when economically feasible.

Material Selection:
Suitable primary exterior materials include granite, limestone, masonry, concrete, cement plaster, pneumatically sprayed earth, or rammed earth.

DESIGN GUIDELINES
- Existing concrete buildings on the Kentfield campus have been described as cold and inappropriate to the Marin context. But, given proper scale or texture, concrete can be an appropriate exterior cladding or building material.
- Synthetics, redwood, and composition materials are acceptable materials provided they meet goals of sustainability, durability, maintenance, and high quality. Again, the embodied energy of these materials should be considered in the selection.
- In recognition of the fact that concrete accounts for approximately 8% of global warming, steel is preferred over poured-in-place concrete.
- While wood is appropriate to the Marin context, low maintenance requirements preclude it as feasible as an exterior cladding material on District buildings.
- Glass wall systems may be used as appropriate to the building program; however, dark, colored, opaque or reflective glass is prohibited. All glazing shall be clear. Fritted glass is acceptable.

Modular patterns and formed texture break down the scale of wall area, creating visual interest. (Haas Business School, UC Berkeley)

"Gunnersity" is pneumatically sprayed earth, similar to chassis or grout.

The LRC and Student Services buildings represent an undesirable use of concrete. (Kentfield)

Detail view of fritted glass on Blue Cross/Blue Shield Building, Armenta Lahn & Associates. Photo by Wes Thompson
Design Guidelines

- Promote design in the nature of the materials, with special considerations for their properties and qualities, e.g., the nature of stone would preclude large spans supported by thin stone lintels.
- In all cases, materials shall be evaluated against a sustainability matrix like the U.S. Green Building Council (USGBC) LEED guidelines. Utilize the Building Material Embodied Energy Chart when evaluating material usage.
- The scale of a material should be used in context with the scale of people and what the eye finds of interest. Avoid massive or blank expanses of any one material. Visual interest shall be created by the scale of materials and the articulation of building planes and volumes.
- Do not make arbitrary changes in materials.
- In all cases, material selection shall be balanced against available project budgets.

Color and Material Palette

The colors shall be complementary to the College’s landscapes and buildings and reflect the locations’ contextual hues. In addition to the requirement of a color board of actual materials, each project team will be required to prepare in collaborative meetings with Design Teams from concurrent Modernization Projects. In these meetings, Project Designs and Color Palettes will be evaluated with one another to ensure consistency of character. In the absence of concurrent projects, the District facilities personnel will evaluate the material and color palette for appropriateness to the campus context.

Material Fabrication and Specification

Embodied Energy

Every building material requires an initial investment in energy to produce, prepare for use, and/or deliver. The energy expended in this process is called the Embodied Energy. Buildings constructed of low-embodied energy materials are rewarded in the USGBC LEED Guidelines. However, more than just the embodied energy alone of a material must be taken into account when determining the most energy efficient product: lifespan of a material, quantity of a material required, maintenance of a material over time, and a material’s ability to be recycled or re-used in future projects.

Material Recycled, Renewable and Re-use

Some materials such as concrete from demolition of existing buildings can be reused as crushed base on the same site as the demolition. Other materials can be recycled or made from renewable resources (e.g., straw board). Fly ash, a byproduct of fossil fuel fired coal plants, was found some years ago to add strength and water impermeability to concrete. Its use is encouraged to the maximum amount appropriate. It is routinely available from local concrete companies and adds no cost to the mix. The transportation of materials adds to its embodied energy. See next page for Design Guidelines.
Contacts

Leigh Sata
Program Manager
(415) 884-3193
Leigh.Sata@marin.edu

Elizabeth Bornstein
Senior Project Field Administrator
Swinerton Management & Consulting, Inc.
(415) 884-3139
Elizabeth.Bornstein@marin.edu
A. Special Meeting

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 6:07 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 Kranenburg, who arrived at 6:10 p.m. and Trustee Long, who participated by phone. Student Trustee Hoa-Long Tam was also present. Trustee Dolan excused herself from the meeting at 6:55 p.m. and Trustee Namnath excused himself from the meeting at 8:00 p.m.

M/s (Treonor/Paterson) to approve the agenda with the following change:
- Move agenda items A.5.a and A.5.b before item A.3.a, Special Reports.

Motion passed unanimously (6-0) with an advisory aye vote from Student Trustee Tam.

2. Comments from the Public
None.

3. Special Report
a. 2008/09 Planning/Budget Process and Recommendations
Al Harrison, Vice President of College Operations; Anita Martinez, Vice President of Student Learning; and Yolanda Bellisimo, President of the Academic Senate, presented the Board of Trustees with their recommendations for 2008/2009 planning and budgeting. The process for determining these recommendations was broken into three parts: program review, budget committee, and lessons and outcomes.

Part one of the process included a review of all programs offered and represented at this meeting in the form of an executive summary. The Institutional Planning Committee (IPC) as a whole created a rubric to guide their evaluations and assist in creating priority based on program needs. Then the committee was broken into eight groups. Each group was asked to review and make recommendations, using the rubric, on each submission, taking special care not to review their own programs. Each group made recommendations to the IPC on equipment, classified staffing, and faculty staffing. Once the data was compiled a recommendation was made to the Budget Committee.
Next, the Budget Committee met to discuss the recommendations of the IPC. This committee was given the charge of long-term planning with respect to the recommendations provided. The Budget Committee looked at the determined needs of the programs and provided a budget for the allocation of monies for the highest ranking program needs. Staffing will be ongoing and strategies for implementation will take hold in spring 2009 with consideration made for union contracts.

Through this process the committees noted several changes they will make in the next round of program reviews. The template that was created for data input will be reorganized so that the information is more cohesive. In the review itself, there was no direct question asking about staffing needs. Staffing recommendations were made based on inferred needs, not direct questions so some staffing needs may have been missed.

Finally, Mr. Harrison presented his recommendations for 2008/09 budget. The bottom line is our supplemental income is no longer reliable. He would like to work to remove supplemental income from this budget and all future budgets. An example of this would be in 2008/09 we are projecting $500,000 in supplemental income; this number will not be factored into the budget until 2009/2010 because then it will be part of our allocated funding and the $500,000 from 2008/09 will be used as one-time funding and can go into unfunded liability and/or reserves. Following this strategy, we will be positioning ourselves for long term budgeting.

4. Consent Calendar Items (Roll Call Vote)
   M/s (Treasnor/long) to approve all items on the Consent Calendar. The motion passed unanimously with a roll call vote (7-0), plus an advisory aye vote by Student Trustee Tam.

   A. Educational Management Personnel Recommendations
      1. Resignation of Classified Management Personnel
      2. Temporary Appointment of Classified Management Personnel

5. Action Items

   A. Approve Authorization for Construction Contract Changes
      M/s (Treasnor/Tam) to grant authority to District staff to approve changes to construction contracts. Trustee Kranenburg offered a friendly amendment to reduce the approval amount and duration to six months with 5% contingency changes. Treanor/Tam accepted this amendment. Motion passed 4-3 with Trustees Namnath, Dolan, and Long casting no votes. Student Trustee Tam cast an advisory aye vote.

   B. Approve Authorization for Consulting Contract Amendments
      M/s (Treasnor/Tam) to grant authority to District staff to approve amendments to professional services consulting contracts. Motion passed 5-2 with Trustees Namnath and Dolan casting no votes. Student Trustee Tam cast an advisory aye vote.

   C. Bid Award Circle Drive Rehabilitation Project, Kentfield Campus
M/s (Long/Tam) to Approve Recommendation to award the bid for Circle Drive Rehabilitation projects to W.R. Forde Associates. Motion passed unanimously (6-0) plus an advisory aye vote from Student Trustee Tam.

D. Settlement Agreement between District and CSEA on Reclassification

M/s (Treanor/Paterson) to Accept the Settlement Agreement between the District and CSEA on Reclassification. Motion passed unanimously (6-0) plus an advisory aye vote from Student Trustee Tam.

6. Adjournment

M/s (Treanor/Tam) to adjourn the meeting. The motion passed unanimously and Board President Hayashino adjourned the meeting at 8:47 p.m.
Budget Committee Members

- Bonnie Borenstein, Faculty
- J.R. Dobbson – Class.
- Paul Fanta – Classified
- Ron Gaiz, Faculty
- Jim Geraghty, Student
- David Snyder, Admin.
- Derek Wilson, Faculty
- Alice Rocky, Faculty
- Robert Kennedy, Faculty

Co-Chairs
- Yolanda Bellisimo, Fac.
- Al Harrison, Admin.

Resources
- Yulian Ligioso
- Bernie Blackman

BUDGET COMMITTEE CHARGES

1. DETERMINE THE AVAILABLE RESOURCES.
2. ALLOCATE THE RESOURCES BASED ON PRIORITIES ESTABLISHED THROUGH DATA DRIVEN PLANNING.
3. MAKE RECOMMENDATIONS TO THE SUPERINTENDENT/PRESIDENT.
CHALLENGES

☐ STATE BUDGET – SHORT-FALL
  ■ Originally $10 billion
  ■ As of today, has grown to $20 billion

☐ MARIN COUNTY ASSESSOR’S OFFICE
  ■ Need additional appraisers to keep up the demand for property reevaluations.

CHALLENGES continued

☐ PROPERTY TAX & COLLEGE OF MARIN
  ■ Property tax is the primary revenue source.
  ■ Supplemental property taxes are extremely sensitive to the real estate market.
    ☐ Has dropped from a high of $1.6 million (2005/06) to a projected amount of $500 thousand for 2008/09.
  ■ Develop a 2008/09 budget excluding “Supplemental” property tax.
CHALLENGES continued

☐ STATE REVENUES & CATEGORICALS
  ▪ Will not know the impact of the State’s budget until mid or late summer.
  ▪ Must allocate resources based on our best data driven estimates.

---

UNRESTRICTED GENERAL FUND REVENUES

☐ Total Revenues 2007/08
  ▪ $42,402,000

☐ Total revenues 2008/09
  ▪ $43,108,000
  ▪ (excluding Supplemental taxes $500,000)

☐ Increase of approximately 1.7%
### UNRESTRICTED EXPENSES

**“HARD COSTS”** $32,526,000

- **SALARIES**
  - Certificated $9,607,000
  - Classified 8,312,000
  - Administrators 2,518,000
    - Sub-Total 20,437,000

- Benefits 9,874,000
- Utilities 1,501,000
- Insurance & Others 714,000

### UNRESTRICTED EXPENSES

**SOFT COSTS** $10,757,000

- (some costs reduced 10%)
- Adjunct $7,522,000
- Contract Services 1,079,000
- Supplies & Materials 593,000
- Classified Hourly & OT 476,000
- ALL OTHERS 1,087,000
BUDGET PICTURE COMBINED

☐ REVENUES $43,108,000
☐ EXPENDITURES 43,283,000
  ■ DEFICIT (175,000)

☐ Assuming a 10% reduction in discretionary expenditures

PLANNING DRIVING BUDGET

☐ GIVEN THE BUDGET PICTURE, DID NOT REALLOCATE ANY GENERAL FUND DOLLARS.
☐ AGREED TO ALLOW PLANNING TO REALLOCATE INSTRUCTIONAL RESOURCES BASED ON PROGRAM REVIEW.
☐ FOR NON INSTRUCTIONAL AREAS, REDUCED THE DISCRETIONARY BUDGETS BY 10%
INSTRUCTIONAL EQUIPMENT

☑ Budget Committee recommends allocation of approximately $228,000 of 06/07 and 07/08 Instructional Equipment Funds.

☑ To fund requests rated as 18's and 17's.

☑ To establish $10,000 reserve for emergency replacement/repair.

☑ Remainder of $10,000 reserve may be used in April 09 to fund other priorities.

RESERVE & UNFUNDED LIABILITY

☑ RECOMMEND FOLLOWING BOARD GUIDELINES TO INCREASE RESERVE AND CONTINUE TO FUND UNFUNDED LIABILITY OUT OF ENDING FUND BALANCE THIS YEAR AND IN SUBSEQUENT YEARS.
SUPPLEMENTAL PROPERTY TAX

☐ Estimated at $500,000 2008/09

☐ Dollars will be reserved for one-time expenditures including emergencies.

☐ In the following year 2009/10 and subsequent, supplemental property taxes from the prior year are rolled into the secured property tax roll.
WHEREAS, classified professionals provide valuable and integral services to the schools and students of the Marin Community College District;

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Marin Community College District’s students; and

WHEREAS, classified professionals employed by the Marin Community College District strive for excellence in all areas relative to the educational community.

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin Community College District hereby recognizes and wishes to honor the contribution of classified professionals to quality education in the State of California and in the Marin Community College District and declares the week of May 18-24, 2008, as Classified School Employees Week in the Marin Community College District.

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

PASSED AND ADOPTED THIS 13TH day of May, 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 stated above.

________________________
Frances L. White, Ph.D.
Secretary to Board of Trustees
Carole Hayashino, President
Philip J. Kranenburg, Vice President
Eva Long, Ph.D., Clerk
James S. Namnath, Ph.D., Member
Wanden Treanor, Member
Barbara Dolan, Member
Annan Paterson, Member
Hoa-Long Tam, Student Member
RESOLUTION No. 5/13/08 C.4.a(2)
OPPOSING THE CALIFORNIA DEPARTMENT OF FOOD AND
AGRICULTURE AERIAL SPRAY PROGRAM TO ERADICATE THE LIGHT
BROWN APPLE MOTH

WHEREAS, the Light Brown Apple Moth (LBAM) is a pest subject to Federal and State
quarantine and eradication orders; and

WHEREAS, there is a confirmed presence of LBAM's in Marin County; and

WHEREAS, the California Department of Food and Agriculture (CDFA) plans to begin
an LBAM aerial spraying program in Marin County and surrounding areas in spring of
2008; and

WHEREAS, modern Integrated Pest Management (IPM) relies on the least-toxic,
environmentally sensitive control methods; and

WHEREAS, aerial and other blanket pesticide applications have been shown in the past
to upset the natural ecosystem balance in unpredictable ways; and

WHEREAS, the proposed materials to be used in the LBAM spraying program have not
been tested for toxic health effects when used in areas of concentrated population;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Marin
Community College District opposes the CDFA aerial spraying program on our
campuses to eradicate LBAM and supports a moratorium on all proposed aerial spray
programs until a complete, independent study of the potential health effects of all
substances, both active and inert, has been completed and requests that CDFA protect
the health and welfare of the residents and natural environment of Marin County by
immediately shifting its LBAM control methods to least-toxic integrated Pest
Management methods.

BE IT FURTHER RESOLVED that the Board of Trustees of the Marin Community
College District directs staff to send a letter to the Governor supporting the current
proposed bills regarding pesticide application and public notice.

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

PASSED AND ADOPTED THIS 13TH day of May, 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 stated above.

________________________________________
Frances L. White, Ph.D.
Secretary to Board of Trustees
Carole Hayashino, President

Philip J. Kranenburg, Vice President

Eva Long, Ph.D., Clerk

James S. Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Annan Paterson, Member

Hoa-Long Tam, Student Member
COMMENDATION RESOLUTION No. 5/13/08 C.4.a.(3)
IN RECOGNITION OF HOA-LONG TAM’S SERVICE AS STUDENT TRUSTEE

WHEREAS, the Board of Trustees of the Marin Community College District includes a Student Trustee elected by the students of the College of Marin for a one-year term;

WHEREAS, Hoa-Long Tam was seated on the Board of Trustees on June 12, 2007 as the Student Trustee, having been duly elected by the students, and as a Student Trustee, served as the twenty-first President of the College of Marin Student Senate;

WHEREAS, Hoa-Long Tam through his perseverance and hard work contributed in decisive ways to improving the College Governance, Accreditation, Mission Statement, and Educational Master Plan;

WHEREAS, Hoa-Long Tam respected the opinion of his fellow trustees but did not hesitate to challenge them when he disagreed;

WHEREAS, Hoa-Long Tam contributed to COM’s “Spirit of Community” in both obvious and subtle ways;

WHEREAS, Hoa-Long Tam will be remembered for his intelligence, enthusiasm and persistence in every issue he pursued, and his ability to take seriously his efforts;

WHEREAS, Hoa-Long Tam consistently represented the rights of students with perseverance, creativity and insight;

WHEREAS, Hoa-Long Tam has served on numerous college committees and attended many meetings;

WHEREAS, Hoa-Long Tam took time with many students to listen, befriend, teach and learn, and for this the college community is grateful;

WHEREAS, Hoa-Long Tam will be missed on the Board for his unique, informed, and eloquent methods of reminding us why we are here – “We are here for the Students!”

THEREFORE, BE IT RESOLVED, that the Trustees of the Marin Community College District express their sincere gratitude for his service as Student Trustee and their best wishes for all his future endeavors.

RESOLVED, that this resolution be made a part of the official Minutes of the meeting of May 13, 2008, and that an appropriately prepared copy of it be presented to Hoa-Long Tam.

Carole Hayashino, President
Phil Kranenburg, Vice President
Eva Long, Clerk

Barbara Dolan, Trustee
Wanden Treanor, Trustee
James S. Namnath, Trustee

Annan Paterson, Trustee
I, ____________________________, do hereby certify that the foregoing Resolution No. 5/13/08 C.4.a(3) was duly adopted by the Board of Trustees of the Marin Community College District at a meeting thereof held on the 13th day of May, 2008 and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: ________________________________
Frances L. White, Ph.D.
Secretary of the Board of Trustees
of the Marin Community College District
President’s Report  
Board of Trustees Meeting  
May 13, 2008

Modernization Program Update  
What’s happening behind the fence at the Diamond PE Center?  
Demolition and hazardous materials abatement within the PE Center buildings are ongoing. The District has provided an additional crossing guard on College Avenue to safely guide pedestrians across the busy intersection while the sidewalk is blocked by construction. This crossing guard will be on duty through June 13, 2008 when Kent Middle School’s summer break starts. The sidewalk is scheduled to be re-opened before school starts in the fall.

Geothermal Fields KTD & IVC  
Drilling is underway in Parking Lots 6 and 9 at the Kentfield Campus. Approximately 20 holes have been successfully drilled.

At the Indian Valley Campus drilling is going well, with approximately 60 out of the total 100 holes complete. Horizontal trenching is scheduled to commence in Parking Lot 1 on or around May 2, 2008.

12kV Utility Extension Project  
This project will set up utility connections from the geothermal field to the new Main Building. The contractor is expected to mobilize the week of May 5, 2008.

Swing Space at the Indian Valley Campus  
Recent modernization purchases at IVC include a new greenhouse and shade structure for the Environmental Landscape program, which has relocated from Kentfield, and a temporary building for the Transportation Technology programs. These buildings will be located on the old “motorcycle pad” west of the IVC Corporation Yard. Building installation and ancillary utility work are scheduled to begin in early June.

Retiree Reception  
Save the date! The Retiree Reception will take place Wednesday, May 14, from 4 p.m. to 6 p.m. at the Marin Art and Garden Center in Ross. On behalf of College of Marin, the Human Resources Department invites you to a reception honoring the following college employees who will be retiring this year: English and Humanities Professor Janet Mackintosh, Ph.D., Instructional Specialist Vaughan Ariano, ESL Professor Robin Lavin, Academic Affairs Curriculum and Articulation Specialist Jodi Fitzgerald, Behavioral Science Professor Marc Russell, Business and Information Systems Professor Larry Steiner, and Drama Professor Carla Zilber-Smith. Please join us to celebrate and thank these individuals for enriching the college with their service and dedication. Refreshments will be served. Please contact James Kuromiya at x7331 for more information.

Annual Faculty and Staff Luncheon  
The annual faculty and staff luncheon, A Picnic in the Grove, will be held 12 p.m. to 1:30 p.m., Thursday, May 22, in the Redwood Grove on the Kentfield campus. Look for an invitation in your campus mailbox this week.
To: Board of Trustees
From: Superintendent/President
Subject: Classified Personnel Recommendations

Reason for Board Consideration: APPROVAL

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Permanent Reassignment of Classified Personnel

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

S. Saccuzzo is 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. PERMANENT REASSIGNMENT OF CLASSIFIED PERSONNEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name</th>
<th>Position</th>
<th>FTE</th>
<th>MPY</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Saccuzzo, Sherry</td>
<td>From Office Technician – Re-Entry</td>
<td>.80</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>To – EOPS Technician</td>
<td>1.0</td>
<td>12</td>
<td>04/14/2008</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Permanent transfer in assignment as stated above effective April 14, 2008.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: May 13, 2008
Item & File No. C.10.C

Subject: Academic Personnel Recommendations

Reason for Board Consideration: APPROVAL

Enclosure(s): Recommendations

BACKGROUND:

The following actions are included in the Academic Personnel Recommendations:

A. Phased-in Early Retirement of Academic Personnel
B. Resignation/Retirement 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.
### A. PHASED-IN-EARLY RETIREMENT OF ACADEMIC 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lavin, Robin</td>
<td>Instructor, ESL</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/08</td>
</tr>
<tr>
<td>2</td>
<td>Minasian, Victor</td>
<td>Instructor, Social Sciences</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/08</td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Ms. Robin Lavin has rescinded her request to begin Phased-in-Early Retirement fall semester 2008.

2. Mr. Victor Minasian has submitted a request to begin Phased-in-Early Retirement fall semester 2008.
B. RESIGNATION/RETIREMENT OF ACADEMIC 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>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lavin, Robin</td>
<td>Instructor, ESL</td>
<td>1.0</td>
<td>Permanent</td>
<td>5/24/08</td>
</tr>
<tr>
<td>2.</td>
<td>Zilber-Smith, Carla</td>
<td>Instructor, Drama</td>
<td>1.0</td>
<td>Permanent</td>
<td>6/30/08</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION:

1. Ms. Robin Lavin has submitted her resignation for retirement purposes.

2. Ms. Carla Zilber-Smith has submitted her resignation for retirement purposes.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: May 13, 2008
Item & File No. C.10.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>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Chang, Nicholas L.</td>
<td>Interim Dean of Student Development</td>
<td>1.0</td>
<td>Temporary</td>
<td>7/1/08-6/30/09</td>
</tr>
<tr>
<td>2.</td>
<td>Markovich, Matthew D.</td>
<td>Director of Physical Education and Athletics</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/08</td>
</tr>
<tr>
<td>3.</td>
<td>Root, Elizabeth</td>
<td>Director of Child Care Programs</td>
<td>1.0</td>
<td>Permanent</td>
<td>7/1/08</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10</td>
<td></td>
<td>MPY</td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND INFORMATION:**

1. Mr. Nicholar L Chang will continue as Interim Dean of Student Development from 7/1/08-6/30/09 or until the position is filled permanently.
2. Mr. Matthew D. Markovich has been appointed to the Director of Physical Education position effective 7/1/08.
3. Ms. Elizabeth Root been appointed to the Director of Child Care Programs position effective 7/1/08.
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904  

BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date: May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.10.E</td>
</tr>
<tr>
<td>Subject:</td>
<td>Short-Term Hourly Positions</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>Job Descriptions</td>
<td></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 attached job descriptions are submitted for approval:

Short-Term Hourly Positions.

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

House Manager in Theatre is on the non-instructional side of the 50% law. 
Court Reporting Readers in Court Reporting 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 Resources & Labor Relations
A. SHORT TERM HOURLY POSITONS – May 13, 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>Performing Arts Theatre</td>
<td>*House Manager – Assist Classified Staff. Buy and set up concessions for WAR &amp; PEACEMEAL, the Musical. Trouble shoot seating problems, direct ushers, coordinate with Stage Manager to turn house lights on and off at start of performance, intermission and end of show; be sure doors are properly secured. Clean up concessions after intermission. Responsible for proper handling of concessions monies.</td>
<td>1</td>
<td>04/24/08</td>
<td>05/11/08</td>
<td>$10.75, $11.25, $11.75 DOE</td>
</tr>
<tr>
<td>Court Reporting</td>
<td>Court Reporting Readers: Assist Classified Staff. Readers for Court Reporting classes – different levels/speeds require a separate reader for each level.</td>
<td>5</td>
<td>07/01/2008</td>
<td>12/19/2008</td>
<td>$9.50 hour</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 these individuals worked. These hourly employees need to be paid for work that has already been completed.

May 13, 2008
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA  94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Budget Transfers – Month of April – FY 2007/08

Reason for Board Consideration: APPROVAL

Date: May 13, 2008
Item & File No. C.10.F

BACKGROUND:

The accompanying transfer information includes fifty-four budget transfers in April, totaling $147,441 from Unrestricted Funds. There was one budget transfer from Unrestricted Reserve for $632 for personal service contract.

There were fourteen transfers in Restricted Funds for $43,227 in April.

There were four budget transfers in Measure C funds for $40,849.

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>
</tr>
</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>(35,739)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>(41,820)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 (Employee Benefits)</td>
<td>(51,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>13,627</td>
<td></td>
<td></td>
<td>4,000</td>
<td></td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>89,199</td>
<td></td>
<td></td>
<td>36,849</td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>26,385</td>
<td></td>
<td></td>
<td>40,849</td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td>(632)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 (Income)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9000 (General Ledger)

*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 April Budget Transfers – FY 2007/08.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
<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>1</td>
<td>(8,265)</td>
<td>8,265</td>
<td>0</td>
<td>8,265</td>
<td>Temp Help</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(550)</td>
<td>650</td>
<td>0</td>
<td>650</td>
<td>Temp Help</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>632</td>
<td>(632)</td>
<td>0</td>
<td>632</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>(89)</td>
<td>89</td>
<td>0</td>
<td>89</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>700</td>
<td>(700)</td>
<td>0</td>
<td>700</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(2,000)</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
<td>Temp Help</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>(287)</td>
<td>287</td>
<td>0</td>
<td>287</td>
<td>Temp Help</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>(1,710)</td>
<td>1,710</td>
<td>0</td>
<td>1,710</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>(126)</td>
<td>126</td>
<td>0</td>
<td>126</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1,500</td>
<td>(1,500)</td>
<td>0</td>
<td>1,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>(350)</td>
<td>350</td>
<td>0</td>
<td>350</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>2,500</td>
<td>(2,500)</td>
<td>0</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>4,000</td>
<td>(4,000)</td>
<td>0</td>
<td>4,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>3,500</td>
<td>(3,500)</td>
<td>0</td>
<td>3,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>209</td>
<td>(209)</td>
<td>0</td>
<td>209</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>(500)</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>(1,900)</td>
<td>1,900</td>
<td>0</td>
<td>1,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>2,500</td>
<td>(2,500)</td>
<td>0</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>720</td>
<td>(720)</td>
<td>0</td>
<td>720</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>720</td>
<td>(720)</td>
<td>0</td>
<td>720</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>84</td>
<td>(84)</td>
<td>0</td>
<td>84</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>(50)</td>
<td>50</td>
<td>0</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>(800)</td>
<td>800</td>
<td>0</td>
<td>800</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>700</td>
<td>(700)</td>
<td>0</td>
<td>700</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>(58)</td>
<td>58</td>
<td>0</td>
<td>58</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>(240)</td>
<td>240</td>
<td>0</td>
<td>240</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>85</td>
<td>(85)</td>
<td>0</td>
<td>85</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>1,000</td>
<td>(1,000)</td>
<td>0</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>5,000</td>
<td>(5,000)</td>
<td>0</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>(500)</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>(5,000)</td>
<td>5,000</td>
<td>0</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>(4,000)</td>
<td>4,000</td>
<td>0</td>
<td>4,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>225</td>
<td>225</td>
<td>0</td>
<td>225</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>(50)</td>
<td>50</td>
<td>0</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>1,000</td>
<td>(1,000)</td>
<td>0</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>1,000</td>
<td>(1,000)</td>
<td>0</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>(100)</td>
<td>100</td>
<td>0</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>(2,830)</td>
<td>2,700</td>
<td>0</td>
<td>2,830</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>1,162</td>
<td>(1,162)</td>
<td>0</td>
<td>1,162</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>(41,000)</td>
<td>41,000</td>
<td>0</td>
<td>41,000</td>
<td>Personal Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>(32,878)</td>
<td>32,878</td>
<td>0</td>
<td>32,878</td>
<td>Personal Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>(2,000)</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>300</td>
<td>(300)</td>
<td>0</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>600</td>
<td>(600)</td>
<td>0</td>
<td>600</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>(1,122)</td>
<td>1,122</td>
<td>0</td>
<td>1,122</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>900</td>
<td>(900)</td>
<td>0</td>
<td>900</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>900</td>
<td>(900)</td>
<td>0</td>
<td>900</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>700</td>
<td>(700)</td>
<td>0</td>
<td>700</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>(2,092)</td>
<td>2,092</td>
<td>0</td>
<td>2,092</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>(837)</td>
<td>837</td>
<td>0</td>
<td>837</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>(50)</td>
<td>50</td>
<td>0</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>(3,252)</td>
<td>3,252</td>
<td>0</td>
<td>3,252</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>(1,200)</td>
<td>1,200</td>
<td>0</td>
<td>1,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>2,500</td>
<td>(2,500)</td>
<td>0</td>
<td>2,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**RESTRICTED 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>1</td>
<td>2,000</td>
<td>(2,000)</td>
<td>0</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>8,000</td>
<td>8,000</td>
<td>0</td>
<td>8,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>8,000</td>
<td>8,000</td>
<td>0</td>
<td>8,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>5,800</td>
<td>5,800</td>
<td>0</td>
<td>5,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>655</td>
<td>(655)</td>
<td>0</td>
<td>655</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(1,000)</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>(100)</td>
<td>100</td>
<td>0</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>(10)</td>
<td>10</td>
<td>0</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>(5)</td>
<td>5</td>
<td>0</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>(62)</td>
<td>62</td>
<td>0</td>
<td>62</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>(2,900)</td>
<td>2,900</td>
<td>0</td>
<td>2,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

<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>1271</td>
<td>148,073.00</td>
<td>147,441.00</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>(632.00)</td>
<td>632.00</td>
<td>0</td>
<td>632.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BT #</td>
<td>10000</td>
<td>20000</td>
<td>30000</td>
<td>40000</td>
<td>50000</td>
<td>60000</td>
<td>70000</td>
<td>OTHER</td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>13</td>
<td>1395</td>
<td>(4,485)</td>
<td></td>
<td></td>
<td>4,485</td>
<td>0</td>
<td></td>
<td>4,485</td>
</tr>
<tr>
<td>14</td>
<td>1433</td>
<td>(200)</td>
<td>200</td>
<td>0</td>
<td></td>
<td>0</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

TOTAL GENERAL FUND

(35,739.00) (41,820.00) (51,000.00) 13,627.00 89,190.00 26,365.00 (632.00) - 129,191.00 339,373.00

**Measure C**

<p>| | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1297</td>
<td>4,040</td>
<td>(4,040)</td>
<td>0</td>
<td>4,040</td>
<td>Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1300</td>
<td>1,809</td>
<td>(1,809)</td>
<td>0</td>
<td>1,809</td>
<td>Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1414</td>
<td>25,000</td>
<td>(25,000)</td>
<td>0</td>
<td>25,000</td>
<td>Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>1424</td>
<td>4,000</td>
<td>6,000</td>
<td>(10,000)</td>
<td>0</td>
<td>10,000</td>
<td>Supplies and Maintenance</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td>#VALUE!</td>
</tr>
</tbody>
</table>

TOTAL ALL FUND (35,739.00) (41,820.00) (51,000.00) 17,527.00 126,048.00 (14,484.00) (632.00) 0 143,675.00 170,040.00

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

* 1252 (200) 200 0
* 1259 (600) 500 0
* 1299 (42,700) 42,700 0
* 1356 (500) 500 0
* 1357 (1,000) 1,000 0
* 1359 (500) 500 0
* 1361 (2,800) 2,800 0
* 1366 (95,000) 95,000 0
* 1368 (353,000) 353,000 0
* 1413 (10,000) 10,000 0
* 10,000 0

Total Measure C Building transfers were funds remained within same object code (10,600.00) 10,600.00 (495,700.00) #VALUE! 0
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>May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.10.G</td>
</tr>
<tr>
<td>Subject:</td>
<td>Warrant Approval for Month of April 2008</td>
<td>Reason for Board Consideration:</td>
<td>Approval</td>
</tr>
<tr>
<td>Enclosure(s):</td>
<td>Warrant Listing</td>
<td></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 **04/01/2008 through 04/29/2008**, warrants **and 75713-76429**, were issued in the total amount of $2,117,867.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: May 13, 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 75713-76429 in the amount of $2,117,867 for all funds for the period 04/01/2008 through 04/29/2008 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 $980,044 of the above amount. Includes payroll, through March 31, 2008.

President or Designee

EXPENDITURE SUMMARY
2007/2008
General Fund – All Programs
Period Ending 04/30/2008

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificated Salaries</td>
<td>20,852,000</td>
<td>0</td>
<td>15,153,566</td>
<td>5,698,435</td>
</tr>
<tr>
<td>Classified Salaries</td>
<td>10,959,478</td>
<td>0</td>
<td>7,858,762</td>
<td>3,100,716</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>10,123,612</td>
<td>0</td>
<td>7,683,381</td>
<td>2,440,231</td>
</tr>
<tr>
<td>Books &amp; Supplies</td>
<td>1,427,516</td>
<td>148,285</td>
<td>536,585</td>
<td>669,064</td>
</tr>
<tr>
<td>Other Operating Expense*</td>
<td>7,808,510</td>
<td>425,178</td>
<td>3,774,080</td>
<td>3,609,252</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>1,307,849</td>
<td>162,348</td>
<td>504,132</td>
<td>641,369</td>
</tr>
<tr>
<td>Other Outgo**</td>
<td>4,254,883</td>
<td>0</td>
<td>1,633,713</td>
<td>2,621,170</td>
</tr>
<tr>
<td>Total</td>
<td>56,733,848</td>
<td>735,811</td>
<td>37,144,218</td>
<td>18,853,819</td>
</tr>
</tbody>
</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
** Includes financial aid awards and inter-fund transfers.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: San Rafael Redevelopment Agency Financing Plan

Reason for Board Consideration: APPROVAL
Enclosure(s): Correspondence / Acknowledgement

BACKGROUND:

The College has received correspondence from the San Rafael Redevelopment Agency notifying us of their intent to issue additional bonds and potentially refinance existing bonds, in order to complete the goals of the Redevelopment Plan and extend the time period for outstanding Agency bonds from 2023 to 2025. The related correspondence is attached for reference.

The annual debt service on the bonds, including any new bonds, will not exceed the amount allowed under the Fiscal Agreement. This action will not affect the current agreement between the College and the San Rafael Redevelopment Agency. The anticipated impact of the extension of the bonds will be approximately $275,000 in 2023 and 2024.

The San Rafael Redevelopment Agency requests acknowledgement by the College of Marin of their intended financial plan.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees authorize staff to sign the attached Acknowledgement of the San Rafael Redevelopment Agency’s intended financing plan.

Administrator Initiating Item

Albert J. Harrison II, Interim Vice President, Business Services
April 29, 2008

Mr. Al Harrison, II
Vice President of College Operations
College of Marin, AS 105
835 College Avenue
Kentfield, CA 94904

Re: San Rafael Redevelopment Agency

Dear Mr. Harrison:

The City of San Rafael and its Redevelopment Agency and the College of Marin ("COM") have worked cooperatively on behalf of the San Rafael community for many years. This partnership has resulted in upgraded school, child care and community facilities, like the Pickleweed Community Center, and a revitalized Downtown. The Agency has provided capital funding to COM for facilities that serve residents of the Redevelopment Project Area including language and literacy labs at COM, upgrades to classrooms and equipment at the Marin Conservation Corps, San Rafael High School and at the Pickleweed Community Center.

The Agency has about eight years remaining to complete the goals of the redevelopment plan and desires to issue additional bonds and potentially refinance some existing bonds to undertake activities to complete the Plan goals. Pursuant to State Law, the San Rafael Redevelopment Agency has amended the Redevelopment Plan to extend the Agency life from 2023 to 2025. This extension was permitted due to the Agency’s past contributions to the Education Revenue Augmentation Fund. The Agency seeks to extend the time period for the Agency’s outstanding bonds from 2023 to the new time limit of 2025 and potentially refund some existing bonds.

The financing will not impact the Fiscal Agreement, or the HSC 33401 Agreements with the College of Marin. The College will continue to receive annual tax increment from the Redevelopment Project Area pursuant to the Fiscal Agreement. The annual debt service on the Agency’s bonds, including any new bonds, will not exceed the annual amount allowed under the Fiscal Agreement. As with the 2002, refunding the Agency will be capitalizing the debt service savings from any refunding. It is anticipated that the impact to the College of Marin due to the extension of the bonds will be $275,000 in 2023 and 2024.

Sincerely,

Stephanie Lovette
San Rafael Redevelopment Agency

Cc: Ken Nordhoff, City Manager
April 16, 2008

Mr. Al Harrison, II
Vice President of College Operations
College of Marin, AS 105
835 College Avenue
Kentfield, CA 94904

Re: San Rafael Redevelopment Agency

Dear Mr. Harrison:

The City of San Rafael and its Redevelopment Agency and the College of Marin ("COM") have worked cooperatively on behalf of the San Rafael community for many years. This partnership has resulted in upgraded school, child care and community facilities, like the Pickleweed Community Center, and a revitalized Downtown. The latest partnership with COM was the 2004 Agency payment of $368,987.64 in capital funding to construct language and literacy labs at COM and to upgrade a classroom at the Marin Conservation Corps staffed by COM instructors.

The Agency has about eight years remaining to complete the goals of the redevelopment plan and desires to issue additional bonds and potentially refinance some existing bonds to undertake activities to complete the Plan goals. Pursuant to State Law, the San Rafael Redevelopment Agency has amended the Redevelopment Plan to extend the Agency life from 2023 to 2025. This extension was permitted due to the Agency's past contributions to the Education Revenue Augmentation Fund. The Agency seeks to extend the time period for the Agency's outstanding bonds from 2023 to the new time limit of 2025 and potentially refund some existing bonds.

The financing will not impact the Fiscal Agreement, or the HSC 33401 Agreements with the College of Marin. The annual debt service on the Agency's bonds, including any new bonds, will not exceed the amount allowed under the Fiscal Agreement. The Agency's tax increment limit is November 20, 2025 and the 2007 bonds will mature on December 1, 2024. As with the 2002 refunding the Agency will be capitalizing the debt service savings from any refunding.

As with the 2002 refunding we are requesting written acknowledgement of the Agency's financing plan. If you have any questions on this matter, please call me at 485-3055 or Nancy Mackle, Economic Development Director, at 485-3383.

Sincerely,

Ken Nordhoff
Executive Director

Received and Acknowledged

By:
College of Marin
**BACKGROUND:**

Attached for the Board’s information is the Academic Calendar for 2008-2009. The Academic Calendar was negotiated and agreed upon in the UPM/MCCD Calendar Committee.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees adopt the Academic Calendar for 2008-2009.

---

**Administrator Initiating Item**  
Anita Martinez, Vice President of Student Learning
2008 - 2009 ACADEMIC CALENDAR

2008

JULY

AUGUST

SEPTEMBER

OCTOBER

NOVEMBER

DECEMBER

2009

JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE

JULY

LEGEND:
Gray - flex activity (mandatory and independent)
Yellow - Instructional days
Purple - final exam days (if necessary for Saturday classes)
Blue - holidays (campus closed)
Green - non-instructional days (campus open)
Pink - scheduleable for Saturday classes

Fall convocation: August 15
Spring Convocation: January 16
Holidays: Labor day Sept 1, Veteran’s day Nov 10
Thanksgiving, Nov 27-29, Winter Break Dec 22-Jan 1
MLK Jan 19; Pres Days Febr 13-16. Spr Break Apr 13-18
Mem day - May 25

Revised March 20, 2008
# 2008 - 2009 ACADEMIC CALENDAR

<table>
<thead>
<tr>
<th></th>
<th>Weeks (including finals and flex)</th>
<th>Instructional days</th>
<th>Finals days</th>
<th>Flex days</th>
<th>Total Days</th>
<th>Saturdays</th>
</tr>
</thead>
<tbody>
<tr>
<td>FALL</td>
<td>17.5</td>
<td>81</td>
<td>5</td>
<td>4</td>
<td>90</td>
<td>16</td>
</tr>
<tr>
<td>SPRING</td>
<td>17.5</td>
<td>77</td>
<td>5</td>
<td>3</td>
<td>85</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>34</td>
<td>159</td>
<td>10</td>
<td>7</td>
<td>175</td>
<td></td>
</tr>
</tbody>
</table>

**Summer School 2009**

- 6/15 – First Day of Summer School
- 7/3 (and 7/4) – Independence Day Holiday
- 7/25 – Last Day of Summer School
- 7/29 – Grades Due for Summer 2009

Revised March 20, 2008
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 A &amp; R</td>
<td>CPU</td>
<td>1009</td>
<td>7yrs</td>
<td>Obsolete</td>
<td>Donate to Marin Cons Corp</td>
</tr>
<tr>
<td>1</td>
<td>KTD A &amp; R</td>
<td>CPU</td>
<td>1001</td>
<td>7yrs</td>
<td>Obsolete</td>
<td>Donate to Marin Cons Corp</td>
</tr>
<tr>
<td>1</td>
<td>KTD A &amp; R</td>
<td>CPU</td>
<td>1112</td>
<td>7yrs</td>
<td>Obsolete</td>
<td>Donate to Marin Cons Corp</td>
</tr>
<tr>
<td>1</td>
<td>KTD A &amp; R</td>
<td>CPU</td>
<td>1113</td>
<td>7yrs</td>
<td>Obsolete</td>
<td>Donate to Marin Cons Corp</td>
</tr>
<tr>
<td>1</td>
<td>KTD FA 151</td>
<td>Ceramic Kiln (Burt Upright)</td>
<td>886 / 854</td>
<td>50+</td>
<td>Obsolete</td>
<td>Dispose/sell</td>
</tr>
<tr>
<td>1</td>
<td>KTD SC 108</td>
<td>Monitor/CPU</td>
<td>990314/990321</td>
<td>7+</td>
<td>Obsolete</td>
<td>Dispose</td>
</tr>
<tr>
<td>1</td>
<td>KTD SC 160</td>
<td>Monitor/CPU</td>
<td>6453/000819</td>
<td>7+</td>
<td>Obsolete</td>
<td>Dispose</td>
</tr>
<tr>
<td>1</td>
<td>KTD SC 107</td>
<td>Monitor/CPU</td>
<td>970903/990321</td>
<td>7+</td>
<td>Obsolete</td>
<td>Dispose</td>
</tr>
<tr>
<td>3</td>
<td>KTD SC 183</td>
<td>Apple Printers</td>
<td>6632/6634/2919</td>
<td>7+</td>
<td>Not Compatible w/new computers</td>
<td>Dispose</td>
</tr>
</tbody>
</table>
**BACKGROUND:**

The College of Marin wishes to enter into an agreement with Holy Names University to allow their graduate nursing students to participate in supervised student teaching experience within the College’s registered nursing program.

This arrangement would provide valuable teaching experience for Holy Names University students. The students also provide current teaching and learning theory to our teachers and students because they are in the education track and support our teachers in their learning activities. Additionally, the College has had difficulty recruiting in this field, and students who precept at the College of Marin will often apply for a position here. This represents an added benefit to the College.

School and College Legal Services has reviewed the attached agreement and the insurance language was reviewed with Keenan and Associates, the College’s insurance administrator.

**BACKGROUND:**

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreement with Holy Names University for Supervised Student Teaching Experience for Graduate Nursing Students.

**Administrator Initiating Item**

Albert J. Harrison II, Vice President, College Operations
AGREEMENT
BETWEEN
HOLY NAMES UNIVERSITY
AND
MARIN COMMUNITY COLLEGE DISTRICT
RE: SUPERVISED STUDENT TEACHING EXPERIENCE
FOR GRADUATE NURSING STUDENTS

This Agreement is between Holy Names University, hereinafter "University," and Marin Community College District, hereinafter "District."

RECITALS

A. University maintains a graduate level nursing program accredited by the Commission on Collegiate Nursing Education (CCNE);

B. District maintains a registered nursing program for its students ("College Students")

C. It is to the mutual benefit and advantage of the University and the District that graduate level nursing students of the University ("Graduate Students") participate in supervised student teaching experience in the District's registered nursing program.

THEREFORE, the parties mutually agree as follows:

1. The term of this Agreement shall begin __________, 2008 and continue thereafter until terminated by either party by written notice of termination which shall be given at least six months prior to the effective date of termination. Upon giving or receiving a notice of termination, University shall discontinue referring Graduate Students for supervised student teaching.

2. During its Spring Term and Fall Term, District will provide opportunities for supervised student teaching experience in its classrooms and, to the extent permitted by hospitals and health care facilities ("Clinical Providers") where College Students complete clinical rotations, clinical settings for certain Graduate Students referred by University's Department of Nursing.

3. All referrals shall be submitted to District (Attn: Director of Health Sciences) at least three weeks prior to the end of the Spring Term or Fall Term immediately preceding the term in which Graduate Student seeks to participate in supervised teaching.

4. Each referral shall include a written statement of University's and Graduate Student's objectives ("Objectives") for the Graduate Student's supervised student teaching experience. (See Exhibit A.) All Objectives shall be designed to be met within a single Spring or Fall Term of District.

5. University shall ensure that all Graduate Students referred to District under this Agreement are registered nurses, currently licensed in the State of California, and have completed graduate level coursework in healthcare law and ethics, nursing theories,
learning theories, teaching strategies, test construction, and curriculum development prior to commencing supervised student teaching.

6. Subject to District's determination as to the availability of nursing faculty within District's registered nursing program, District may approve a Graduate Student for supervised student teaching for a Term. Upon approval, District shall notify University of the Graduate Student's supervising faculty member ("Faculty Supervisor").

7. University shall direct Graduate Students (a) to contact their Faculty Supervisors to set a mutually convenient time to review their supervised student teaching schedules (seven and one-half (7.5) hours per week), the Faculty Supervisor's office hours, Graduate Student's Objectives, and other matters relevant to supervised student teaching, and (b) to provide to District's Director of Health Sciences satisfactory proof of the insurance required under paragraph 18 prior to commencing supervised student teaching.

8. At the commencement of each Term District shall hold a mandatory orientation meeting for all Graduate Students who have been approved for supervised student teaching. The orientation meeting will include a review of District's policies, professional expectations, and the nursing program philosophy, learning outcomes and program regulations. University shall inform Graduate Students of their obligation to comply with the same.

9. After consultation with University's Chair, Department of Nursing, or designee, if the District determines that the Graduate Student is performing unsatisfactorily or has engaged in practices or conduct that is detrimental to the safety of patients, the education of College Students, or the College's registered nursing program, District may terminate any Graduate Student's supervised teaching experience under this Agreement.

10. Upon reasonable notice and request of the Commission for Collegiate Nursing Education, District will permit a reasonable inspection of its registered nursing program by representatives of the California Board of Nursing; however, nothing in this Agreement shall be construed to require District to modify its registered nursing program except as necessary to comply with state laws and regulations applicable to District's registered nursing program.

11. University shall notify District of the University's faculty organization or committee meetings when the agenda will include planning, implementing or coordinating student teaching opportunities for Graduate Students, and the District's Director of Health Sciences, or other appropriate representative of District, shall attend such meetings whenever practicable.

12. University shall be responsible for providing all equipment and supplies necessary or required for the supervised student teaching experience of Graduate Students.

13. University shall be responsible for all academic and attendance records of Graduate Students.

14. University will require Graduate Students to provide proof of a physical examination including and any immunizations deemed mandatory by District prior to commencing supervised student teaching under this Agreement. University shall be responsible for Graduate Students' timely compliance with the health, safety and/or security screening.
procedures (e.g., criminal background check) of Clinical Providers.

15. University further agrees that Graduate Students shall be solely responsible for travel expenses and for conformity to the reasonable dress requirements of the University, District and Clinical Providers.

16. University agrees that the Department of Nursing is wholly responsible for the Graduate Student’s nursing curriculum at University.

17. Indemnification

University agrees to indemnify, defend and hold harmless District, its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney’s fees and costs, arising out of or resulting from negligent or intentional acts or omissions of University, its trustees, officers, agents or employees in the performance of this Agreement.

District agrees to indemnify, defend and hold harmless University and its trustees, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney’s fees and costs, arising out of or resulting from negligent acts or omissions of District, its governing board, officers, agents or employees in the performance of this Agreement.

18. University shall require each Graduate Student to obtain and maintain in effect professional liability insurance with limitations of at least two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the annual aggregate.

19. Minimum Insurance Requirements:

A. Coverage: At their own expense during the term of this Agreement, each party shall maintain insurance, written by carriers acceptable to the other or a comparable program of self-insurance, as follows:

i. Occurrence Based - General Liability

Minimum Limits of Liability:

$1,000,000 Combined Single Limit
$1,000,000 Personal Injury
$5,000 Medical Payments

Coverage:

Premises/Operations Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors
ii. Certificate of Insurance: The policies shall require 30 days written notice to the insured and the other party to this Agreement before cancellation, or any reduction or material change in coverage. Certificates of insurance shall be furnished to the other party relative to aforementioned policies at the execution of this Agreement, and each succeeding year.

B. Insurance: The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability, covering all Graduate Students who participate in supervised student teaching experiences under this Agreement.

Coverage:


2. Employers Liability-$2,000,000 Each Accident, $2,000,000 Disease Policy Limit, $2,000,000 Each Employee

The foregoing insurance requirements in this paragraph shall not in any way limit either party's rights or obligations under the indemnification provisions of this Agreement.

20. The parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

21. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed below (unless a party has changed its address by giving notice as provided herein) and will be effective upon receipt if delivered personally or three days after being placed in the United States mail, correctly addressed with postage pre-paid.

Holy Names University  
3500 Mountain Blvd  
Oakland, CA 94619  
Attn: Chairperson, Dept. of Nursing

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904  
Attn: Al Harrison  
Copy: Director of Health Sciences

22. The parties agree to meet and confer to resolve any dispute arising out of the interpretation or performance of this Agreement. If such dispute cannot be resolved, the parties shall submit the matter to a mediator selected by the parties. If the parties cannot agree upon a mediator, or if the dispute cannot be resolved following mediation, the dispute shall be submitted to binding arbitration according to the procedures for arbitration of the Judicial Arbitration and Mediation Service (JAMS) or such other organization as the parties mutually agree. The arbitration shall take place at location mutually agreeable to the parties, and if they cannot agree, at a location selected by the arbitrator. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
23. This Agreement may not be assigned by either party except on written consent of the other.

24. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by both parties. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

Date: __________________________   Date: __________________________

HOLY NAMES UNIVERSITY             MARIN COMMUNITY COLLEGE DISTRICT

_______
Fay L. Bower, DNSc FAAN
Chair, Department of Nursing
Holy Names University
APPENDIX A

CLINICAL FACULTY STUDENT ROLE RESPONSIBILITIES

The clinical faculty student is expected to:

1. Read the preceptor handbook. Share the preceptor job description, as well as, the syllabus with the preceptor, especially in the initial meeting and refer to it throughout the clinical experience.

2. Develop specific learning objectives for the trimester, including a plan for meeting these specific objectives. The learning objectives and plan are submitted to the university faculty prior to the first day of the clinical experience. Additionally, the preceptor and student will discuss the plan on the first day of clinical or during an appointment arranged prior to the first day of clinical experience.

3. Meet with the preceptor in order to review the policies and required activities of the university/college where the undergraduate students are registered, such as, the course syllabi, the grading policies, evaluation tools, assignments policies, health requirements, etc.

4. Complete eight hours of clinical time with the preceptor and the undergraduate students each week.

5. Arrange weekly meetings with the preceptor for at least 1/2 to one hour, preferably during clinical time in the assigned agency.

6. Share the syllabus with the preceptor and discuss the clinical learning activities that are a part of the clinical expectations. Additionally the student is to provide the preceptor with a typed list of her/his clinical personal objectives and resume.

Continued
7. Notify the faculty member if any illness or major mishap occurs that changes the pre-arranged schedule for clinical experience.

8. To be on time, neat, perform in a professional manner, and to conduct self according to established ethical-legal standards and the standards of practice of the profession.

9. Present to the university faculty any changes in the objectives or plans for the course before initiating them, i.e., altered objectives, altered clinical time, need for expanded/extended experiences.

10. To report daily to the preceptor and to submit required reports (activities) to the university faculty person.

11. Submit the preceptor and student evaluation forms at the end of the clinical experience.
BOARD AGENDA ITEM

To:        Board of Trustees          Date:            May 13, 2008
From:      Superintendent/President   Item & File No. C.11.B
Subject:   Agreement with Medical Education Technologies, Inc. (METI) for Development of Simulated Clinical Experiences

Reason for Board Consideration: APPROVAL

Enclosure(s): Agreement & Authorization Forms

BACKGROUND:

The College of Marin Registered Nursing Program wishes to enter into an agreement with Medical Education Technologies, Inc. (METI) for the development services of selected simulated clinical experiences for the program for Nursing Curriculum Integrations used with the Simulation Labs.

METI is the company that produces the simulators and scenarios that the nursing department purchased with the Capacity Grant. In fall 2007, two students wrote two scenarios as part of an assignment for their class. These scenarios were then programmed into the simulator by Edward Avrutin, our clinical simulation coordinator, and Mary Piper Warren, part time instructor. During a METI school visit, the scenarios were run for the curriculum representative from METI. METI liked the scenarios so much they would like to use them in their next release. In exchange, they will give the nursing program the complete 2008 package, worth over $2,000, at no cost to the College. The attached agreement covers the responsibilities of METI and the College in this partnership. The College of Marin and the students and faculty members involved in the development of these scenarios will be posted on all versions of our scenarios, which now reach 258 schools in 11 countries. The original scenarios were written by several other universities and it is a credit to the College of Marin that our faculty and students are accomplishing such fine work.

The agreement was developed in coordination with School & College Legal Services, our Director of Health Services, Roz Hartman, and representatives from METI.

Student and Faculty Authorization Forms will be obtained prior to executing the agreement.

BACKGROUND:

The Superintendent/President recommends that the Board of Trustees authorize staff to enter into the attached agreement with Medical Education Technologies, Inc. for mutual development of clinical simulation experiences as described in the agreement.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations

5/6/08
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is entered into by and between Marin Community College District, 835 College Avenue, Kentfield, CA 94904 (herein referred to as “Contractor”), and Medical Education Technologies, Inc. (METI), a Delaware Corporation with its principal place of business at 6000 Fruitville Road, Sarasota, FL 34232 (hereinafter referred to as “METI”).

This Agreement will be for the period commencing on or about May 1, 2008 through September 1, 2008.

It is understood and agreed that the Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of METI. The Contractor has been retained to provide the Services specified in the attached Statement of Work (SOW).

During the term of this Agreement, the Contractor shall devote as much productive time, energy and abilities as is necessary to complete the Services in a timely manner. Contractor shall determine the methods, details, and means of providing the Services. METI is interested only in the result to be accomplished by the Contractor and shall have no right to control the manner or determine the method by which such services are provided. Contractor shall violate no laws in performing the Services.

The Contractor shall be fully and solely responsible for any and all costs and expenses for himself or herself and any and all of his or her employees, incident to the Services furnished to METI under this Agreement including, but not limited to, all costs of training, tools, equipment, materials, fees, licenses, fines, bonds, taxes and all other costs of doing business. The Contractor is responsible for Contractor’s income and employment related taxes applicable to Contractor. Employment and business taxes include: federal, state and local income taxes, FICA, FUTA, workers’ compensation, and unemployment insurance taxes for the Contractor, Contractor’s employees and others hired by the Contractor to assist in completing the Services.

Upon completion of the Services METI shall provide to Contractor one (1) copy of the Program for Nursing Curriculum (PNCI) Revision 2008 software and license.

METI shall issue the Contractor a tax Form 1099 at the end of the tax year for all monies dispersed to the Contractor by METI during said tax year. Contractor shall be responsible for maintaining receipts and other documentation for the purpose of completing personal income tax forms. Contractor must provide METI with Contractor’s Social Security Number (SSN) or Employer Identification Number (EIN) using a Form W-9 or by placing it on the first invoice submitted. METI will not pay any invoices without either an EIN or SSN on file.

Contractor acknowledges that during the term of this Agreement Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by METI and/or used by METI in connection with the operation of its business including, without
limitation, METI’s business and product processes, products under development, research, methods, customer lists, accounts, strategies and procedures. The Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or any time thereafter, except as required to perform the Services. All files, records, documents, blueprints, specifications, information, letters, notes, and similar items relating to METI’s business, whether prepared by the Contractor or coming into the Contractor’s possession remain the property of METI. Upon expiration or termination of this Agreement or request of METI, the Contractor agrees to return to METI all such files, notes, blueprints, and similar items in his or her possession or under his or her control.

All inventions, discoveries, developments and innovations (“Work”) conceived by the Contractor during the term of this Agreement relating to the duties to the Services to be performed shall be the exclusive property of METI. To the extent such Work qualifies as a work made for hire, Contractor agrees and intends that it is and shall be a work made for hire. To the extent that the Work does not qualify as a work made for hire, Contractor hereby irrevocably assigns all rights, title, and interest in the same to METI unless modified in the SOW. Contractor hereby grants METI a non-exclusive, non-transferable, irrevocable, royalty-free license to use, reproduce, and distribute all inventions, discoveries, innovations conceived by the Contractor prior to the commencement of this Agreement to the extent utilized by Contractor in performing the Services under this Agreement.

During the term of this Agreement and for ninety (90) days thereafter Contractor shall not perform any Competitive Work (exclusivity to METI). Competitive Work means any business, enterprise, work, or activity that involves surgical simulation and/or manufacturing and distribution of computerized mannequins that simulate the physiology of the human body and/or software programs, curricula, or any other materials that are utilized in the use of such equipment in the instruction of medical professionals in medical education or any like product, process, service or development Contractor worked on, or to which Contractor had access while performing services under this Agreement. Competitive work does not include any business, enterprise, work, or activity for contractor’s use in its own educational program.

The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms or any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement or trade secret in derogation or violation of the rights of others.

Contractor or METI may terminate this Agreement at any time with 30 days written notice to the other party. If the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of METI (such as safety, hazardous material, drug, etc.), or materially breaches provisions of this Agreement, METI may terminate this Agreement by written notice to Contractor. The provisions regarding trade secrets, confidential information, non-competition work and arbitration shall survive expiration or termination of this Agreement for any reason. If METI terminates this Agreement without first providing to Contractor, at no cost, a copy
of the PNCI Revision 2008 software and license, any and all rights METI has to the Services and Deliverables hereunder shall simultaneously terminate.

The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Any disputes or controversies arising out of the terms of this Agreement or its interpretation shall be settled in the following progression: Project Manager, Company Officer or binding arbitration under the rules of the American Arbitration Association and the judgment upon award may be entered in any court having jurisdiction thereof.

No modifications or amendments to this Agreement will be valid unless written and signed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

<table>
<thead>
<tr>
<th>Independent Contractor</th>
<th>Medical Education Technologies, Inc. (METI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed</td>
<td>Signed</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Thomas J. Doyle</td>
</tr>
<tr>
<td>Title/Date</td>
<td>Printed Name</td>
</tr>
<tr>
<td></td>
<td>Director, E&amp;T</td>
</tr>
<tr>
<td></td>
<td>Title/Date</td>
</tr>
<tr>
<td>Contact No. / E-mail</td>
<td>(941) 685-6457 / <a href="mailto:tdoyle@meti.com">tdoyle@meti.com</a></td>
</tr>
<tr>
<td></td>
<td>Contact No. / E-mail</td>
</tr>
</tbody>
</table>
EXHIBIT A

STATEMENT OF WORK

Purpose:

To provide Medical Education Technologies, Inc. (METI) services as a developer of selected simulated clinical experiences (SCEs) for the Program for Nursing Curriculum Integrations (PNCI) 2008.

Objectives:

SCE Developer:

- Cath Lab with venous thrombosis patient
- Pediatric Appendectomy with mild allergic reaction to antibiotic

Services:

1. Review current Evidence Based literature pertaining to designated SCEs.

2. Update minimal expected behaviors and NCLEX test plan following the guidelines provided.

METI Representatives:

METI’s point of contact for this Agreement will be Judy Johnson-Russell, Ed.D., RN. Dr. Johnson-Russell’s telephone number is (941) 504-8896. Dr. Johnson-Russell will be responsible for areas involving the Statement of Work.

Contracts, (941) 377-5562, will be responsible for any contractual and financial matters.

Payment:

One (1) 2008 PNCI Revision software and license by September 1, 2008.

Deliverables:


2. Completion of further suggestions for updating within two weeks of receipt of suggestions from METI.
Acknowledgements:

1. SCEs will acknowledge both the authors (students and faculty) and the school at the bottom of the scenario pages.

Tasks:

Contractor’s work will be classified according to the following tasks:

1. Education and Training
2. Curriculum Development
May 1, 2008

Leilani Arian
323 Goodhill Road
Kentfield, CA 94904

Re: Development of Simulated Clinical Experience

During the Fall Term, 2007, you drafted a clinical scenario (“Scenario”) involving Fever, Seizures, and Antibiotic Allergic Reaction in Post Appendectomy Pediatric Patient as part of an assignment in NE 216L (Cardiac Clinical Rotation) at Marin Community College District (“College”).

Medical Education Technologies, Inc. (“METI”), a developer and retailer of computerized simulated clinical experiences, has asked the College to expand and program the Scenario into a format that will be compatible with use of the high fidelity mannequins in the College’s Simulation Center. METI proposes to incorporate and market the expanded computerized version as part of its Program for Nursing Curriculum Integrations Revision 2008 and possibly subsequent revisions. In addition, METI will provide a copy of Revision 2008 to the College for use in the nursing program.

By signing and returning a copy of this letter, the College requests that you authorize use of the Scenario as a basis for expansion and development of a computerized simulated clinical experience for incorporation in METI’s Revision 2008. METI will acknowledge your work on the Scenario.

Please feel free to contact me if you have any questions.

Very truly yours,

Roz Hartman, RN, MS
Director of Health Sciences

Authorization

I give my authorization for development and expansion of the Scenario and its incorporation into the Program for Nursing Curriculum Integrations Revision 2008 and any subsequent revisions and hereby disclaim any right, title or interest in the same.

Date: ____________________________

Signature  Leilani Arian
May 1, 2008

Andrea Giachetti
135 Laurel Grove Avenue
Kentfield, CA 94904

Re: Development of Simulated Clinical Experience

During the Fall Term, 2007, you drafted a clinical scenario ("Scenario") involving Hypotension in Cardiac Catherization Laboratory as part of an assignment in NE 216L (Cardiac Clinical Rotation) at Marin Community College District ("College").

Medical Education Technologies, Inc. ("METI"), a developer and retailer of computerized simulated clinical experiences, has asked the College to expand and program the Scenario into a format that will be compatible with use of the high fidelity mannequins in the College’s Simulation Center. METI proposes to incorporate and market the expanded computerized version as part of its Program for Nursing Curriculum Integrations Revision 2008 and possibly subsequent revisions. In addition, METI will provide a copy of Revision 2008 to the College for use in the nursing program.

By signing and returning a copy of this letter, the College requests that you authorize use of the Scenario as a basis for expansion and development of a computerized simulated clinical experience for incorporation in METI’s Revision 2008. METI will acknowledge your work on the Scenario.

Please feel free to contact me if you have any questions.

Very truly yours,

Roz Hartman, RN, MS
Director of Health Sciences

Authorization

I give my authorization for development and expansion of the Scenario and its incorporation into the Program for Nursing Curriculum Integrations Revision 2008 and any subsequent revisions and hereby disclaim any right, title or interest in the same.

Date: _____________________________

Signature Andrea Giachetti
Acknowledgement and Release

I have received and reviewed a copy of the Independent Contractor Agreement ("Agreement") between Marin Community College District ("District") and Medical Education Technologies, Inc. ("METI") related to the attached Statement of Work.

On a strictly voluntary basis I have and/or will perform some of the Services under the Agreement on behalf of the District. I do not claim any interests in, or a right to compensation for, the "Services" or "Deliverables" under the Agreement or that the Agreement is in derogation of any rights I may have.

I agree to comply with the terms of the Agreement including the restrictions on use of confidential information, innovations conceived during the term of the Agreement, and competitive work.

Date: ____________________________  ______________________________

Signature  Mary Pieper-Warren
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>May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.11.C</td>
</tr>
<tr>
<td>Subject:</td>
<td>Appointment of Representative and Alternate Representative for Northern California Community Colleges Self-Insurance Authority (NCCC SIA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
<td>Enclosure(s):</td>
<td>Resolution</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

The District is a member of the Northern California Community Colleges Self-insurance Authority (NCCC SIA). With the departure of Yulian Ligioso, it is necessary to revise the District representatives designated to attend NCCC SIA meetings on behalf of the District per the bylaws of the NCCC SIA.

The attached Resolution designates Al Harrison as the District Representative and Peggy Isozaki as the Alternate Representative.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve the attached Resolution designating Al Harrison as the District Representative and Peggy Isozaki as the Alternate Representative to the Northern California Community Colleges Self-Insurance Association.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
MARIN COMMUNITY COLLEGE DISTRICT
RESOLUTION # 5/13/08 C.11.C

WHEREAS, the Marin Community College District is a member of the Northern California Community Colleges Self-Insurance Authority; and

WHEREAS, Northern California Community Colleges Self-Insurance Authority entitles each member district to have a Representative attend all meetings of the Board of Directors; and,

WHEREAS, the Bylaws of the Northern California Community Colleges Self-Insurance Authority entitle each member to appoint this Representative; and,

WHEREAS, the Bylaws of the Northern California Community College Self-Insurance Authority entitle each member of the Authority to designate an Alternate.

NOW, THEREFORE BE IT RESOLVED that Mr. Albert J. Harrison II is hereby designated as the Official Representative and Ms. Margaret Isozaki is hereby designated as the Official Alternate for the Marin Community College District to attend the meetings of the Northern California Community Colleges Self-Insurance Authority.

BE IT FURTHER RESOLVED THAT the proper officers of the Board and District are hereby authorized to approve said appointments for and on behalf of the Marin Community College District of Marin County, California.

PASSED AND ADOPTED THIS 13th day of May 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, Secretary to the Board of Trustees of the Marin Community College District of Marin County, California, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by said Board at a regular meeting thereof, held at its regular place of meeting at the time and by the vote above stated.

Frances L. White, Superintendent/President
Secretary to the Board
Carole Hayashino, President

Philip J. Kranenburg, Vice President

Eva Long, Ph.D., Clerk

James S. Namnath, Ph.D., Member

Wanden Tresor, Member

Barbara Dolan, Member

Annan Paterson, Member

Hoa-Long Tam, Student Member
BOARD AGENDA ITEM

To: Board of Trustees  Date: May 13, 2008
From: Superintendent/President Item & File No. C.11.D
Subject: Approval of Citizens’ Oversight Committee Members

Reason for Board Consideration: 
Enclosure(s):

APPROVAL

BACKGROUND:

The successful passage of Measure C required the District to establish a Bond Oversight Committee to oversee expenditures. The terms of eight of the original members of the committee will expire on May 3, 2008, and the District has solicited applications to fill the positions. After careful consideration of the applications submitted, a Board of Trustees subcommittee has recommended that the following individuals serve two-year terms on the College of Marin Citizens’ Oversight Committee:

James “Bill” Scott
Scott McKown
Barbara Tarasoff
Loraine Berry
Gloria Jones

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the membership of the Citizens’ Oversight Committee (COC).

Administrator Initiating Item  Dr. Frances L. White, Superintendent/President
BACKGROUND:

In order to standardize door hardware for all new construction and renovation for the Measure C Bond Program the District recommends the following:

Pursuant to California Public Contract Code section 3400 ("PCC § 3400") and other applicable law, the District may make a finding that a particular material, product, thing or services may be designated by specific brand or trade name in order to match other products in use on a particular public improvement either completed or in the course of completion [PCC § 3400 (b) (2)]. The product "Best Hardware" (door keyways) was bid competitively as part of the PE project and forms the basis for this finding. This product will be specified as a brand only sole source item; suppliers and installers will be included in competitive bids from general contractors.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board authorize the "brand only" sole sourcing of Best Hardware door keyways for all construction and modernization projects on the Kentfield and Indian Valley campuses associated with the Measure C Bond Program.
BACKGROUND:
On January 15, 2008 the Board approved a contractor pre-qualification package for use on various Measure C construction projects. Following that approval, as part of an ongoing quality review process, the scoring sheets were re-evaluated. SMC recommends making the following changes to Sections E and H of the scoring criteria.

- The scoring component of section “E” attempts to numerically qualify contractors based on the number of Change Orders, Stop Notices and Time extensions. This numerical approach does not accurately capture the circumstances surrounding the issues. SMC recommends that the information provided in this section be considered an “area of inquiry.”

- The scoring component of Section “H” attempts to numerically qualify contractors based on the number of lawsuits that have been filed against them. This numerical approach does not accurately capture the nature of the lawsuits, and whether the lawsuit was filed against them by a subcontractor or the owner. SMC recommends that the information provided in this section be considered an “area of inquiry.”

SMC will work with legal counsel to determine how to fairly utilize the information submitted in these proposed “areas of inquiry.”

Meanwhile, in response to a request for submittals, on or before March 20, 2008, 15 contractors submitted their qualifications for two building construction projects at IVC: The Main Building Complex Project (new construction) and the Transportation Tech Complex Project (renovation).

Using the revised scoring criteria outlined above, fourteen (14) of the fifteen (15) submittals for the Main Building Complex meet the District’s requirements and twelve (12) of the fifteen (15) submittals for the Transportation Technology Complex meet the District’s requirements. Each pre-qualification package was reviewed by two (2) members of the SMC team. The attached list of acceptable general contractors is submitted for approval.

FISCAL IMPACT:
None

RECOMMENDATION:
The President/Superintendent recommends that the Board approve (1) the recommended changes to the scoring criteria and (2) the attached list of general contractors to be pre-qualified for the Main Building Complex Project (417A) and the Transportation Tech Complex Project (402A).
Pre-Qualified General Contractors for

Main Building Complex (417A)
and
Transportation Technology Complex (402A)

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Main Building</th>
<th>Trans Tech</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alten Construction <em>(Richmond, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Arntz Builders <em>(Novato, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Di Giorgio's Contracting <em>(Novato, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Gonsalves &amp; Stronck <em>(San Carlos, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Jeff Luchetti Construction, Inc. <em>(Santa Rosa, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>JW &amp; Sons GC <em>(Petaluma, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>McCravy Constr. Co. <em>(Belmont, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Midstate Construction <em>(Petaluma, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>NBC GC <em>(Oakland, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Page Construction <em>(Novato, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Roebbenlen Contracting <em>(El Dorado, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>SJ Amoroso <em>(Redwood Shores, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>West Bay Builders <em>(Novato, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>West Coast Contractors <em>(Fairfield, CA)</em></td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>
ACTION APPROVAL

Resolution No. C.11.E.1.c(1)
Resolution No. C.11.E.1.c(2)

BACKGROUND:

The Division of the State Architect (DSA) has requested that the Board of Trustees adopt two resolutions to declaring the following:

Resolution No. 5/13/08 C.11.E.1.c(1) Declaring the 1,200 SF Greenhouse and 1,200 SF Shade-house Facility as a Non-School Building for Instructional Purposes.

Resolution No. 5/13/08 C.11.E.1.c(2) Declaring the 3,000 SF Metal Building for the Auto Technology Temporary Swing Space Facility as a Temporary Use Non-School Building for Instructional Purposes.

The District recommends that the Board of Trustees adopts Resolution No. 5/13/08 C.11.E.1.c(1) and Resolution No. 5/13/08 C.11.E.1.c(2) declaring the Non-School Buildings at the Indian Valley Campus for Instructional Purposes.

These resolutions were prepared in consultation with legal counsel.

FISCAL IMPACT:

None.

RECOMMENDATION:

The Superintendent/President recommends that the Board adopt Resolution No. 5/13/08 C.11.E.1.c(1) and Resolution No. 5/13/08 C.11.E.1.c(2) declaring the Non-School Buildings at the Indian Valley Campus for Instructional Purposes.
BEFORE THE BOARD OF TRUSTEES
OF THE
MARIN COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 5/13/08 C.11.E.1.e(1)

Declaring the 1,200 SF Greenhouse and 1,200 SF Shade-house Facility as a Non-School Building for Instructional Purposes

WHEREAS, the purpose of the Field Act, which is outlined in the Education Code ("Code"), Title 1, Division 1, Part 10.5, Chapter 3, Article 3, (commencing with Section 17280) and Article 6 (commencing with Section 17365), and Title 3, Division 5, Part 49, Chapter 1, Article 3 (commencing with Section 81050) and Article 7 (commencing with Section 81130) of Part 49, is to protect the safety of students and school-based staff; and

WHEREAS, in Part 49, Article 7, Section 81130.5 (d)(2), the Code states that the Act does not apply to "[a]gricultural facilities that were not built for classroom purposes and that use primarily for plant and animal production or the storage of materials, equipment, and supplies involved in that production" and this type of facility is not a "school building;" and

WHEREAS, the Code and the Uniform Building Code, 24 Cal. Code of Regs., sections 4-314 and 4-315, also state that buildings or structures of this nature may be constructed by the Governing Board on its own responsibility without first submitting plans and specifications to Division of State Architect (DSA), but such buildings or structures shall not be used for ongoing classroom purposes; and

WHEREAS, the Code does not require DSA approval for such buildings or structures, but does state that the Governing Board assumes responsibility for employing appropriately licensed architects and/or registered engineers to prepare the plans and specifications and for adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 Code of California Regulations (CCR), as adopted by the Building Standards Commission; and

WHEREAS, the Code requires that a resolution be passed by the Governing Board stating that the exempt building or structure shall not be used for classroom purposes and that no pupils or teachers, as such, will be permitted to use the said building for classroom purposes or be subjected to a hazard resulting from its collapse; and

WHEREAS, the 1,200 SF Greenhouse and 1,200 SF Shade-house structure is an agricultural facility in an area separated from other school buildings, which is not to be used or entered by pupils or teachers for ongoing classroom purposes; and
WHEREAS, the 1,200 SF Greenhouse and 1,200 SF Shade-house structure to be located at College of Marin, Indian Valley Campus, Novato, California will not be certified by the Division of State Architect; and

NOW THEREFORE, BE IT RESOLVED that design and construction of the 1,200 SF Greenhouse and 1,200 SF Shade-house structure facilities include the employment of appropriately licensed architects and registered engineers to prepare the plans and specifications and adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 CCR, as adopted by the Building Standards Commission.

BE IT FURTHER RESOLVED that Division of State Architect approval of such plans and specifications is not required and that the site shall be marked appropriately to indicate such a design process and posted by signage in accordance with law.

PASSED AND ADOPTED on May 13, 2008, by the following vote of the Board of Trustees of the Marin Community College District of the County of Marin, State of California.

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Governing Board

ATTEST:

________________________
Secretary
Board of Trustees
Marin Community College District
Carole Hayashino, President

Philip J. Kranenburg, Vice President

Eva Long, Ph.D., Clerk

James S. Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Annan Paterson, Member

Hoa-Long Tam, Student Member
BEFORE THE BOARD OF TRUSTEES
OF THE
MARIN COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 5/13/08 C.11.E.1.c(2)

Declaring the 3,000 SF Metal Building for the Auto Technology Temporary Swing Space Facility as a Temporary Use Non-School Building for Instructional Purposes

WHEREAS, the purpose of the Field Act, which is outlined in the Education Code ("Code"), Title 1, Division 1, Part 10.5, Chapter 3, Article 3, (commencing with Section 17280) and Article 6 (commencing with Section 17365), and Title 3, Division 5, Part 49, Chapter 1, Article 3 (commencing with Section 81050) and Article 7 (commencing with Section 81130) of Part 49, is to protect the safety of students and school-based staff; and

WHEREAS, the Uniform Building Code, 24 Cal. Code of Regulations, sections 4-314 and 4-315, adopted under the authority of Education Code section 81142 found in the Field Act, state that buildings or structures of a temporary nature may be utilized by the Governing Board for a period of up to three years for instructional use on its own responsibility without first submitting plans and specifications to Division of State Architect (DSA), but such buildings or structures shall not be used for classroom purposes beyond three years; and

WHEREAS, the Code does not require DSA approval for such temporary buildings or structures, but does state that the Governing Board assumes responsibility for employing appropriately licensed architects and/or registered engineers to prepare the plans and specifications and for adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 Code of California Regulations (CCR), as adopted by the Building Standards Commission; and

WHEREAS, the Code requires that a resolution be passed by the Governing Board stating that the exempt temporary building or structure shall not be used for classroom purposes and that no pupils or teachers, as such, will be required to use the said building for classroom purposes or be subjected to a hazard resulting from its collapse beyond three years of use; and

WHEREAS, the 3,000 SF metal building for the Auto Technology temporary swing space facility is a garage facility in an area separated from other school buildings, which is not to be used or entered by pupils or teachers for instructional purposes beyond three years; and

WHEREAS, the 3,000 SF metal building for the Auto Technology temporary swing space facility located at College of Marin, Indian Valley Campus, Novato, California will not be certified by the Division of State Architect; and
NOW THEREFORE, BE IT RESOLVED that design and construction of the 3,000 SF metal building for the Auto Technology temporary swing space facility include the employment of appropriately licensed architects and registered engineers to prepare the plans and specifications and adequate inspection of materials and work of construction to ensure compliance with the provisions of Parts 2-7 and 12, Title 24 CCR, as adopted by the Building Standards Commission.

BE IT FURTHER RESOLVED that Division of State Architect approval of such plans and specifications is not required and that the site shall be marked appropriately to indicate such a design process and posted by signage in accordance with law.

PASSED AND ADOPTED on May 13, 2008, by the following vote of the Board of Trustees of the Marin Community College District of the County of Marin, State of California.

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Governing Board of Trustees

ATTEST:

________________________
Secretary
Board of Trustees
Marin Community College District
Carole Hayashina, President

Philip J. Kranenburg, Vice President

Eva Long, Ph.D., Clerk

James S. Namnath, Ph.D., Member

Wanden Treanor, Member

Barbara Dolan, Member

Annan Paterson, Member

Hoa-Long Tam, Student Member
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President

Subject: Transportation Technology Complex Project (402A)
Approve Project and Authorize Bidding

Reason for Board Consideration:
ACTION APPROVAL

Enclosure(s):
None

BACKGROUND:

The design of the Transportation Technology Complex Project (402A) at Indian Valley has been submitted to the Division of the State Architect (DSA) and is awaiting their final approval. The project scope of work is the remodel of two existing Transportation Technology buildings (Pomo 1 and Pomo 2) and construction of a new steel-framed “linkage building” between the exterior terrace and ramp (of approximately 980 square feet). The specific scope of work includes selective demolition (including removal of all existing equipment, partitions, loft framing, and floor slabs) and construction necessary for the new and existing buildings, including all associated civil, architectural, structural, plumbing, mechanical, electrical, fire alarm, and telecommunications work as indicated in the Drawings and Specifications for the project. Generally these categories of work involve new finishes and adaptive re-use and modification of selected areas, including new cabinetry, handicapped accessibility retrofits, re-roofing with District standard standing seam metal roof (on existing building structure), installation of a new structural slab and radiant topping slab throughout, and expansion of the utility infrastructure to accommodate the new program.

Additive alternates have been included in this project for consideration if funds allow.

Additive Alternates
Canopy at Pomo 1
Insulated glazing at all exterior windows

$ 216,754
$ 32,839

The District now seeks Board approval of this project and authorization to begin the bidding process following final DSA approval, which is imminent.

FISCAL IMPACT:

The final reconciled engineer’s estimate for the project is $ 9,250,000 against a total project construction budget of $ 9,285,000. This project will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Transportation Technology Complex Project (402A) and authorizes the District to proceed with bidding the work following final DSA approval.
# 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>May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.E.2(b)</td>
<td></td>
</tr>
</tbody>
</table>

**Subject:** Main Building Complex Project (417A)
Approve Project and Authorize Bidding

**Reason for Board Consideration:**

<table>
<thead>
<tr>
<th>ACTION APPROVAL</th>
<th>Enclosure(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

## BACKGROUND:

The design of the Main Building Complex Project (417A) at Indian Valley has been submitted to the Division of the State Architect (DSA) and is awaiting final approval. The scope of work is construction of new two-story general purpose instructional building in IVC's Parking Lot 2 on structural piles bearing on bedrock. The scope of work will include all associated civil, landscape, architectural, structural, plumbing, mechanical, electrical, fire alarm, and telecommunications work for the project. The project heating and cooling loads will be served by the adjacent geothermal field.

Additive alternates have been included in this project for consideration if funds allow.

<table>
<thead>
<tr>
<th>Additive Alternates</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trellis at north entry</td>
<td>$26,894</td>
</tr>
<tr>
<td>Wood ceiling over breezeway</td>
<td>$52,000</td>
</tr>
<tr>
<td>Increased scope of landscape</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

The District now seeks Board approval of this project and authorization to begin the bidding process following final DSA approval, which is imminent.

## FISCAL IMPACT:

The final reconciled engineer's estimate for the project is $16,000,000 against a total project construction budget of $16,450,000. This project will be paid from Measure C bond funds.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Main Building Complex Project (417A) and authorize the District to proceed with bidding the work following final DSA approval.
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>May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.11.E.3(a)</td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>West Campus Utility Extension Project (407D) (incorporating parts of 850C and 850H) Award Construction Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td>None</td>
</tr>
</tbody>
</table>

ACTION – AWARD

BACKGROUND:

Relocation of the Environmental Landscape (ENLD) and TransTech programs to a new venue on the IVC campus involves three previously authorized and approved purchase orders for procurement of a greenhouse and shade structure for ENLD and a metal building for TransTech.

The Board authorized the District to bid two contracts to prepare the pad and install these three buildings and complete ancillary utility work:

- Greenhouse and shade structure (Project 850C) - Summer 2007
- Metal building (Project 850H) - January 15, 2008

Because these buildings are sharing a single construction site, and to improve bid competition and construction efficiencies, the District has incorporated these two contracts into one bid package, the West Campus Utility Extension Project (407D). Bid opening is scheduled for Tuesday, May 13, 2008 at 2:00 PM. Bid results will be provided to the Board of Trustees at the meeting.

The District recommends that the Board award a construction contract to the lowest responsive bidder following the five (5) day bid protest period or upon successful resolution of any bid protests. The construction contract will be brought back to the Board for ratification at a future board meeting.

FISCAL IMPACT:

The final construction cost estimate for this contract is $875,000. The contract will be paid from bond funds budgeted for swing space and utility work.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a construction contract for the West Campus Utility Extension Project (407D) as reported at the May 13, 2008 Board meeting, pending successful completion of the five-day bid protest period.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison
Vice President, College Operations
BACKGROUND:

Prior to general construction commencement for the 12 KV Utility Extension Project (407C) several trees need to be removed for required construction clearance.

Informal bids were received and Kingsboro Atlas Tree Surgery, Inc. was selected as the responsive low bidder.

The Board is now asked to ratify a construction contract with Kingsboro Atlas Tree Surgery, Inc. in the amount of $4,650 for tree removal work.

FISCAL IMPACT:

This construction contract will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board ratify a construction contract with Kingsboro Atlas Tree Surgery, Inc. in the amount of $4,650 for the 12 KV Utility Extension Project (407C) for construction clearance in preparation for the commencement of the general construction.
Marin Community College District
CONSTRUCTION CONTRACT
Short Form (Under $15,000)

This AGREEMENT to furnish certain services is made as of April 21, 2008 by and between the Marin Community College District (hereinafter called District) and
Vendor: Kingsboro Atlas Tree Surgery, Inc.
Address: 1544 Ludwig Avenue, Santa Rosa, CA 95407 Attn: Jim Finney tel: (707) 523-4399 fax: (707) 523-4127

I. NATURE AND EXTENT OF SERVICE
Vendor shall furnish the following services: Provide all labor and equipment to remove trees for required construction clearance for 12kv Utility Extension Project (407C) on the Indian Valley campus. All materials to be chipped and hauled off-site.

II. COMPENSATION
Payment will be made based on submission of invoices. Total Payment: Four Thousand Six Hundred Fifty dollars ($4,650.00) Note: Invoices must be submitted for payment.

III. SCHEDULE OF WORK: Work is to be scheduled between April 21, 2008 (or contract execution date but not prior to contract execution date) and July 31, 2008.

IV. TAXES
The compensation stated herein includes all applicable taxes and will not be changed hereafter as the result of Vendor’s failure to include any applicable tax, or as the result of any change in the Vendor’s Tax Liabilities.

V. ASSIGNMENT OF SUBCONTRACTING
Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, nor subcontract any portion of the work thereunder, without the written approval of the Marin Community College District.

VI. REPORTING
Vendor shall report to Debra Mathau, Project Manager, after completing this Agreement.

VII. CONFLICT OF INTEREST
Vendor affirms that to the best of his/her knowledge, there exists no actual or potential conflict between Vendor’s family, business, or financial interests and his/her services under this Agreement, and in the event of change in either his/her private interests or service under this agreement, he/she will raise with The District any question regarding possible conflict of interest which may arise as a result of such change.

VIII. CHANGES
No change or modification in terms quantities, or specification may be made without express authorization from The District. This will be followed by a written change order. No other department/campus, officer, or employee may authorize changes.

IX. RULES AND REGULATIONS
All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety, current OSHA requirements, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, Title 24 CCR and all other applicable State and local laws or regulations.

X. AGREEMENT AUTHORITY
It is understood that the aforementioned terms and conditions are the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
XI. PREVAILING WAGES
For all public works contracts in excess of one thousand dollars ($1,000.00), contractor shall pay prevailing wages in accordance with Labor Code Sections 1770 to 1777 inclusive.

XII. HOLD HARMLESS
Contractor shall indemnify, hold harmless and defend District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Contractor's performance of the Work, or work performed by the Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury of harm as may be caused solely and exclusively by District's fault or negligence. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

XIII. INSURANCE
Contractor shall obtain public liability and workers compensation insurance in an amount of $1,000,000 or unless otherwise agreed to by the District with a company or companies licensed to do business in the State of California and acceptable to District. Contractor shall provide The District with a certificate of insurance and separate endorsement certificate naming The District as additional insured.

XIV. NO DISCRIMINATION
It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. 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 Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

XV. CONTRACTOR'S LICENSE
Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, CA 95826.

XVI. APPLICABLE LAW
This agreement shall be governed by the laws of the State of California.

CONTRACTOR

[Signature]
[Title]
[Date]

DISTRICT

[Signature]
[Title]
[Date]

Al Harrison, Vice-President of College Operations
BACKGROUND:

On March 4, 2008 the Board awarded a contract to Alten Construction for the Diamond PE Center Alterations Project (308B). During the course of construction, additional work was executed in order to keep the project moving forward in a timely manner. The work was attributable to unforeseen conditions (for hazardous abatement work) and ADA access/safety issues discovered while the contractor was working on the original scope of work.

Change Order 1 consists of four (4) Potential Change Orders (PCO’s) in the aggregate amount of $17,454 with no time extension. None of the PCO’s exceeds the Board approved threshold for notification.

Total compensation $17,454
Total time extension None

FISCAL IMPACT:

The total amount of this contract to date is as follows and will be paid from Measure C bond funds:

Original Contract Amount $10,552,807
Change Order 1 $ 17,454 Change Order 1
Total Contract Amount $10,570,261 Including < 1% in contingency

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Change Order 1 for Alten Construction in the amount of $17,454 for the Diamond PE Center Alterations Project (308B).
**PROJECT:** Dimond PE Center Alterations

**PROJECT No.:** 3088

**CONTRACTOR:** Allen Construction

**OWNER:** Marin Community College District

**ARCHITECT:** Kwan Hemni Architecture/Planning

---

**CHANGE ORDER:** 1

**DATE:** 5/13/2008

**FILE #:** 21-C1

**APPLICATION #:** 01-108949

---

**To:** Allen Construction

**You are directed to make the following Changes in this Contract:**

<table>
<thead>
<tr>
<th>FCO #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Provide pedestrian pathway from College Avenue to the PE Portables and Lot 13, including striping, signage, and channelizers. No change to contract time. Reason: Code Interpretation (ADA access/ Safety issues)</td>
<td>$7,105</td>
</tr>
<tr>
<td>002</td>
<td>Abatement in Northwest wing (Part 1 of 1): Provide additional demolition and abatement of drywall in the Northwest wing. No change to contract time. Reason: Unforeseen Condition</td>
<td>$4,694</td>
</tr>
<tr>
<td>003</td>
<td>Abatement in Southwest wing (Part 1 of 3): Remove asbestos-containing plaster walls from shower area. No change to contract time. Reason: Unforeseen Condition</td>
<td>$2,494</td>
</tr>
<tr>
<td>004</td>
<td>Abatement in Southwest wing (Part 2 of 3): Remove asbestos-containing plaster wall and ceiling from toilet area. No change to contract time. Reason: Unforeseen Condition</td>
<td>$3,761</td>
</tr>
</tbody>
</table>

**End of Items**

**SUBTOTAL:** $17,454

**TOTAL:** $17,454

**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 other indirect costs, and associated additional bond and insurance premiums.

---

**AGREEMENT**

When this Change Order is signed by all parties, it constitutes their agreement:

**CONTRACT VALUE ADJUSTMENT**

| Original Contract Price: | $10,552,007 |
| Net Change By Previously Authorized Change Order: | $0 |
| Contract Price Prior To This Change Order: | $10,552,007 |
| Contract Price Will Be: | $17,454 |
| New Contract Price Including This Change Order: | $10,720,461 |

**TIME ADJUSTMENT**

| Contract Time Will Be: | 0 calendar days |

**Date of Completion As Of The Date Of This Change Order:** 5/13/2009

---

**AGREED BY CONTRACTOR**

Kwan Hemni Architecture/Planning

**APPROVED BY ARCHITECT/ENGINEER**

---

**ISSUED BY PROJECT MANAGER**

Swinerton Management & Consulting

**RECOMMENDED BY PROGRAM MANAGER**

Leigh Sata, Program Manager

---

**APPROVED BY OWNER**

Marin Community College District

**AUTHORIZED BY OWNER**

Albert J. Harrison II, VP of College Operations

---

Distribution: ■ Owner ■ Consultant ■ Construction Manager ■ Contractor ■ C. O. File □ Other
BACKGROUND:

The PE Complex Portables project requires two (2) portable shower buildings for sports teams as part of the temporary relocation of the Athletics department while the Diamond PE Center is under construction. Shower portable buildings will be leased for approximately 12 months, and will be installed in time for the Fall sports program.

Requests for pricing went out to four (4) companies. Only one (1) of the four (4) companies was able to provide pricing for portable shower buildings that fit into the space approved by the Kentfield Fire Marshall. The other companies were unable to provide pricing for reasons listed below. Quote information for the leased shower portables was received on April 25, 2008 and results are as follows:

- Mobile Modular Management Corporation: $64,000 (estimate)
- Modern Building Systems, Inc.: Cannot provide appropriate size portable building
- Williams Scottsmen: Cannot provide this type of portable building
- Modular Structures International, Inc.: Does not lease this type of portable building

The District recommends that the Board of Trustees approve a lease with Mobile Modular Management Corporation for two (2) portable shower buildings.

FISCAL IMPACT:

The amount of two (2) leased shower portables for 12 months is not expected to exceed $64,000. This lease will be paid from Measure C bond funds budgeted for swing space.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a lease for shower portables to Mobile Modular Management Corporation in the amount of $64,000 for the PE Complex Portables Project (850F).
BACKGROUND:

Three (3) qualified consulting firms were contacted to provide archaeological and environmental monitoring services for various projects on the Kentfield and Indian Valley Campuses. Each firm was provided with the scope of work and asked to provide a proposal and current qualification information. Of the three (3) consulting firms contacted, LSA Associates, Inc. (LSA) provided the best proposal and is best qualified to provide archaeological and environmental monitoring services.

In accordance with Board policy, LSA will provide an archaeologist and a Native American expert representing the local tribe(s) to monitor the following projects:

**Indian Valley Campus**
- Geothermal Field IVC Project (417B) $4,600
- 12 KV Utility Extension Project (407C) $4,600
- Ignacio Creek Erosion Mitigation Project (419A) $13,800
- West Campus Utility Extension Project (407D) $4,600
- Parking Lot-Bioswale & Pathways Projects (413A & 401B) $4,600

**Kentfield Campus**
- Geothermal Field KTD Project (305B) $4,600
- West Campus Bridge Project (301A) $4,600
- Diamond PE Center Alterations Project (308B) $4,600
- PE Complex PVs Project (308D) $4,600

**Both Campuses:**
- Preparation of cultural resources monitoring reports for each project documenting the findings at all locations $3,500

**Total Contract Amount** $54,100

FISCAL IMPACT:

This short form professional services agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a short form professional services agreement for archaeological and environmental monitoring services with LSA Associates, Inc. in the amount of $54,100 for projects on the Kentfield and Indian Valley Campuses.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/13/08    Consultant: LSA Assocs, Inc.

Project(s) (name and number): Various KTD & IVC projects

Type of contract (check all that apply):

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

___ Short form    ___ Long form

Original ___ or    Amendment #

Amount of this contract/amendment: $54,100

Total amount of contract to date including this amendment $54,100

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

___ Full agreement    ___ Changes to agreement    Reviewed: LS

___ 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? 

Agenda cover page prepared by:   Reviewed by: LS

Submittal sign-off:
Program Manager:    Director: 

Amendment Checklist  4/25/2008  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

- Are there changes to the master agreement? N/A
  - Have they been reviewed by legal counsel? N/A
  - Reviewed by: Veda

- 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? Yes No
  - If not, does it require a budget transfer? 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
- Appendix D: are the deliverables sufficient to manage the scope of work? Yes No
- Appendix E: has the insurance requirement changed? Yes No
  - Reviewed by legal counsel? N/A

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

Agenda cover page

- Is the type of contract clearly defined? Yes No
  - Basic or additional service? 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 4/29/2008 2
I. SCOPE OF THE SERVICES

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

1. Archaeological monitoring at the Indian Valley and Kentfield Campuses. The required duration of monitoring may decrease or increase due to archaeological sensitivity. The following breakdown by project is based upon an average hourly rate of estimated length of monitoring activities.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian Valley Campus</td>
<td></td>
</tr>
<tr>
<td>Geothermal Field IVC Project (417B)</td>
<td>$ 4,600</td>
</tr>
<tr>
<td>12 KV Utility Extension Project (407C)</td>
<td>$ 4,600</td>
</tr>
<tr>
<td>Ignacio Creek Erosion Mitigation Project (419A)</td>
<td>$ 13,800</td>
</tr>
<tr>
<td>West Campus Utility Extension Project (407D)</td>
<td>$ 4,600</td>
</tr>
<tr>
<td>Parking Lot-Bioswale &amp; Pathways Projects (413A &amp; 401B)</td>
<td>$ 4,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kentfield Campus</td>
<td></td>
</tr>
<tr>
<td>Geothermal Field KTD Project (305B)</td>
<td>$ 4,600</td>
</tr>
<tr>
<td>West Campus Bridge Project (301A)</td>
<td>$ 4,600</td>
</tr>
<tr>
<td>Diamond PE Center Alterations Project (308B)</td>
<td>$ 4,600</td>
</tr>
<tr>
<td>PE Complex PV's Project (308D)</td>
<td>$ 4,600</td>
</tr>
</tbody>
</table>

   Preparation of one cultural resources monitoring report to document monitoring and findings at all locations. $ 3,500

   Total Contract Amount $ 54,100

   Included in fees are estimated monitoring activities for the Federated Indians of the Graton Rancheria, subconsultant to LSA Associates, Inc.

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is $ 54,100 inclusive of reimbursable expenses to be paid as lump sum with progress payments.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by May 14, 2008 and complete the Services by December 31, 2009.
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 FIFTY FOUR THOUSAND ONE HUNDRED Dollars [$54,100]

CONSULTANT  

MARIN COMMUNITY COLLEGE DISTRICT

LSA Associates, Inc.  
Date

Al Harrison  
Vice President College Operations  
Date
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 negligence or breach 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 Indemnites shall not be liable, in contract or tort, for any special, consequential, direct 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 April 15, 2008 between the Marin Community College District (the “District”), and LSA Associates, 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 endorsements, 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
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: District Security Consultant (806A)
Campus Security Command & Control System Engineering Services
Tomasi-Dubois & Associates – new Short Form Professional Services Agreement

Date: May 13, 2008
Item & File No. C.11.E.5(b)

Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): New SF Prof. Svcs. Agreement

BACKGROUND:

Three (3) qualified consulting firms were contacted to provide an Integrated Electronic Security System (IESS) "command and control" plan for the Kentfield and Indian Valley Campuses. Each firm was provided with the scope of work and asked to provide a proposal and current qualification information. Of the three (3) consulting firms contacted, Tomasi-Dubois & Associates (TDA) provided the best proposal and is best qualified to provide an Integrated Electronic Security System (IESS) "command and control" plan for the Kentfield and Indian Valley Campuses.

The specific systems may consist of electronic access control, building alarms, closed circuit television (CCTV), and the campus “blue-light” emergency communications system. These systems will be designed to be compatible with existing standards and may be adopted for use on all facilities. The project will require coordination with the dispatch services of the District’s Police Department and the City of San Anselmo.

Should the District choose to deliver a full security system, project specific consulting will be required in addition to this proposal.

Security Consulting/Engineering services will be conducted in five (5) phases as noted below.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Schematic Design</td>
<td>$7,010</td>
</tr>
<tr>
<td>Phase 2 - Design Development</td>
<td>$5,150</td>
</tr>
<tr>
<td>Phase 3 - Construction Documents</td>
<td>$5,430</td>
</tr>
<tr>
<td>Phase 4 - Construction Administration &amp; Follow-up</td>
<td>$7,455</td>
</tr>
<tr>
<td>Phase 5 - Post-Construction</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total Compensation</strong></td>
<td><strong>$26,045</strong></td>
</tr>
</tbody>
</table>

The District recommends that the Board award a new short form professional services agreement for District Security Consultant services with Tomasi-Dubois & Associates in the amount of $26,045 for this work. Each phase will be authorized separately upon successful completion of the previous phase.

FISCAL IMPACT:

This short form professional services agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve a short form professional services agreement for District Security Consultant services with Tomasi-Dubois & Associates in the amount of $26,045 for projects on the Kentfield and Indian Valley Campuses.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/13/08 Consultant: Tomasi-Dubois Assocs
Project(s) (name and number): District Security Consultant

Type of contract (check all that apply):

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

Original ✓ or Amendment #

Amount of this contract/amendment: $26,045
Total amount of contract to date including this amendment $26,045

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

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

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

If not, why not?

Agenda cover page prepared by: DB Reviewed by:

Submittal sign-off:
Program Manager: Miller Director: Archbush
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 4/29/2008 2
Good Morning,

Attached please find the Professional Services Agreements we were sent to review. The revisions are made in "track changes" so you can see the revisions easily. There is a change to the language in paragraph 5 of the General Terms and Conditions of both contracts changing "Consultant's negligent performance of this Agreement" to "Consultant's negligence or breach of this Agreement."

For the Tomasi Dubois agreement, based on the description of the scope of work in the Board Agenda provided to us earlier this month, we clarified what IESS means and that the design is to be implemented at both campuses. In addition, we added in that Tomasi Dubois needed to coordinate with the police departments because the contract language that "TDA will interface with other project disciplines" does not clearly provide for it where it was described as part of the work in the Board Agenda. We revised the section that TDA needed to record meeting notes for the Design and Bidding Phase AND the Construction Phase since it will be providing construction administration.

If you have any questions or problems with the attachments, please contact me.

<<LSA Associates PSA - revised.DOC>> <<Tomasi Dubois PSA revised.DOC>>

Our file no. 2440-10108
Deidree Y.M.K. Sakai
Special Counsel
Miller Brown & Dannis
71 Stevenson Street, 19th Floor
San Francisco, CA 94105
Tel: (415) 543-4111
Fax: (415) 543-4384
d sakai@mbdlaw.com
www.mbdlaw.com

This email message is for the sole use of the intended recipient(s). It may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient(s), please alert the sender by reply email and destroy all copies of the original message. Thank you.
1. SCOPE OF THE SERVICES

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

1. **Phase 1 - Schematic Design (SD)** – utilizing input from COM stake-holders Tomasi-Dubois & Associates (TDA) will develop an Integrated Electronic Security System ("IESS") Command and Control Element schematic design with preliminary budget estimates for COM review for the Kentfield and Indian Valley Campuses.

2. **Phase 2 - Design Development (DD)** – utilizing the approved schematic design, TDA will develop, design, and engineer an IESS Command and Control Element (including updated budget projections) for COM review and approval. TDA will interface with other project disciplines (i.e., electrical, life safety, and hardware) to insure coordination. TDA will also coordinate with College of Marin Police Department and the contract Police Department providing existing dispatch services (the City of San Anselmo) on the development of command and control elements of the security operations/dispatch expansion to the existing dispatch services.

3. **Phase 3 - Construction Documentation (CD)** – utilizing the approved plan, TDA will develop system construction documents with all related system drawings and details as well as written installation/performance specifications and bid documents for each component of the system to be used by COM for competitive bid. Upon receipt of vendor bids, TDA will assist in conducting bid reviews to assure compliance with the design and specifications.

4. **Phase 4 - Construction Administration (CA)** – TDA will provide as-needed installation liaison services (including on-site inspections during system installation), engineering coordination, issuance of field clarifications, and pre-commissioning system testing.

5. **Phase 5 - Post-Construction Services** – TDA will provide a review of, and verify, vendor-supplied as-built drawings to produce final project record drawings.

2. The Consultant shall record meeting notes for all meetings Consultant attended during the Design and Bidding Phase and the Construction 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.
II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement inclusive of reimbursable expenses to be paid as lump sum with progress payments as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 - Schematic Design</td>
<td>$7,010</td>
</tr>
<tr>
<td>Phase 2 - Design Development</td>
<td>$5,150</td>
</tr>
<tr>
<td>Phase 3 – Construction Documents</td>
<td>$5,430</td>
</tr>
<tr>
<td>Phase 4 – Construction Administration &amp; Follow-up</td>
<td>$7,455</td>
</tr>
<tr>
<td>Phase 5 – Post-Construction</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**Total Compensation** $26,045

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by May 14, 2008 and complete the Services by June 30, 2009.

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 TWENTY SIX THOUSAND FORTY FIVE Dollars ($26,045)

______________________________
CONSULTANT

Tomasi-Dubois & Associates

______________________________
MARIN COMMUNITY COLLEGE DISTRICT

Al Harrison
Vice President College Operations

______________________________
Date

______________________________
Date
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 "Indemnitees"), from and against any and all claims and liability of any type resulting directly or indirectly from Consultant's negligence or breach 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 Indemnitees' 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 April 15, 2008 between the Marin Community College District (the “District”), and Tomasi-Dubois & Associates (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: May 13, 2008  
Item & File No. C.11.E.6(a)

Subject: Diamond PE Center Alterations Project (308B)  
          Austin Science Center Roof Repairs Project (850E)  
          Ninyo & Moore – Amendment 4

Reason for Board Consideration: ACTION APPROVAL  
Enclosure(s): LF Amendment 4 (final)

BACKGROUND:

On August 31, 2005 the Board awarded a long form professional services agreement to Ninyo and Moore as the District’s Industrial Hygienist. Amendments 1 through 3 have been previously approved. Amendment 3 was a credit for work assumed to be not done; Amendment 4 reverses part of that credit for previously approved work that was completed, as follows:

- **Diamond PE Center Alterations Project (308B)**  
  Final draft with comments following walk-thru for hazardous materials abatement specifications and associated drawings  
  $2,142

- **Austin Science Center Roof Repairs (850E)**  
  Research and associated permit/analysis requirements to dispose of rinse water generated during construction  
  $4,248

**Total Amendment 4**  
$6,390

The District has completed a final review and close out of Ninyo and Moore’s contract, and all remaining work has been completed. No additional amendments will be forthcoming.

FISCAL IMPACT:

This amendment will be paid from Measure C bond funds. The final amount of this contract is as follows:

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>$261,700</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$50,000</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$35,000</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>($21,524)</td>
</tr>
<tr>
<td>Amendment 4 (final)</td>
<td>$6,390</td>
</tr>
<tr>
<td><strong>Total Contract</strong></td>
<td><strong>$331,566</strong></td>
</tr>
</tbody>
</table>

| Conceptual Program Facilities Assessment Studies (IVC & KTD)  
| Assistance on an on-call basis where hazardous materials and conditions are found to require abatement remediation to stabilize environment  
| Hazardous materials abatement services for PE Complex Project (308B) ($29,000) and Pomo 4 Roof Replacement Project (402B) ($6,000)  
| Deduct for parts of tasks 2 and 3 of Amendment 2  
| Contract close out - Hazardous materials abatement specifications work Diamond PE Center Alterations Project (308B) & rinse water release work for the Austin Science Center Roof Repairs Project (850E) |

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment 4 to Ninyo and Moore in the amount of $6,390 for the Diamond PE Center Alterations Project (308B) and the Pomo 4 Roof Replacement Project (402B).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: **5/13/08**  Consultant: **Ningy & Moore**

Project(s) (name and number): **Diamond PE Center Alterations (3086)**
**Austin Science Center Roof Repairs (8586)**

Type of contract (check all that apply):

- [ ] Full service (architecture)
- [ ] Task contract (specialty consultant)
- [ ] Short form
- [ ] Long form

Original _____  or  Amendment # 4

Amount of **this** contract/amendment: $6,390

Total amount of contract to date **including** this amendment $331,560

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

- [ ] Full agreement
- [ ] Changes to agreement
  - Reviewed: 
- [ ] Appendix A
  - Changes to Appendix A
  - Reviewed: L8
- [ ] Appendix B
  - Changes to Appendix B
  - Reviewed: L8
- [ ] 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: **EB**  Reviewed by: 

Submittal sign-off:
Program Manager: **Usa**  Director: **archimock**

Amendment Checklist  4/25/2008  1
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? (N/A Yes No)
- Do the amendment amounts match the amended Appendix B? (N/A Yes No)
- Are the project title and number included and correct? (Yes No)
AMENDMENT 4

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Ninyo & Moore

May 15, 2008

AMENDMENT 4 TO
SCOPE OF SERVICES
AND
COMPENSATION

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 Ninyo & Moore (Consultant).

Appendix A

Additional Services – Final Close Out Contract Amendment

Diamond PE Center Alterations Project (308B)
Final draft with comments following walk-thru for hazardous materials abatement specifications and associated drawings

Austin Science Center Roof Repairs Project (850E)
Rinse water release research (and associated permit/analysis requirements) to dispose of rinse water

END OF AMENDMENT 4 TO APPENDIX A
AMENDMENT 4 to Appendix B – Payments to Architect

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 Ninyo & Moore (Consultant).

1. Amount of Compensation for Services to Consultant

Original Contract Amount $ 261,700
Conceptual Program Facilities Assessment Studies (IVC & KTD)

Amendment # 1 $ 50,000
Assistance on an on-call basis where hazardous materials and Conditions are found to require abatement remediation

Amendment # 2 $ 35,000
Task 1: Development of hazardous materials abatement specifications and associated drawings for the PE Complex Project (# 308B) $ 7,500
Task 2: Air monitoring/contractor oversight during abatement activities for the PE Complex Project (# 308B) $ 21,500
Task 3: Development of hazardous material abatement specifications and associated drawings for the Pomo 4 Roof Replacement Project (# 402B) $ 6,000

Amendment # 3 (deduct) ($21,524)
Task 2 of Amendment # 2 – deduct ($21,500)
Task 3 of Amendment # 2 – deduct ($24)

Amendment # 4
Diamond PE Center Alterations Project (308B)
Final draft with comments following walk-thru for hazardous materials abatement specifications and associated drawings $ 2,142

Austin Science Center Roof Repairs Project (850E)
Rinse water release research (and associated permit/analysis requirements) to dispose of rinse water $ 4,248

Total Amendment # 4 $ 6,390

Total Contract Amount $ 331,566

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 August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

The following table is a list of activities to be performed by Architect, 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>Not applicable</td>
<td>Not applicable</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 August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 4 to Appendix A – Scope of Work

The deliverables required include without limitation the following items:

Not applicable

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 August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Ninyo & Moore (Consultant).

NO CHANGE

END OF AMENDMENT 4 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 4 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Alfa Tech (Consultant).

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

Ninyo and Moore
Principal

By ___________________________ Date ________________

______________________________ Its__________________
BOARD AGENDA ITEM

To:      Board of Trustees   Date:      May 13, 2008
From:    Superintendent/President       Item & File No. C.11.E.6(b)
Subject:  District Signage Consultant Services (812A)
          Interior signage design standards
          Science Math Central Plant Complex Project (305A)
          Project specific signage design
          Kate Keating Associates, Inc. – Amendment 2

Reason for Board Consideration: ACTION APPROVAL

Enclosure(s):
LF Amendment 2

BACKGROUND:
On June 12, 2007 the Board approved a Long Form Professional Services Agreement for Kate Keating Associates, Inc. The long form agreement outlined design services for the Master Signage Plan through the Design Development phase and project level design services for the Diamond PE Center Alterations Project. In addition to the Master Signage Plan for the Kentfield and Indian Valley Campuses it was understood that amendments would be brought forward for project specific signage design work. On October 9, 2007, the Board approved Amendment 1 for project specific signage design work for the Transportation Tech Complex Project (402A) and the Main Building Complex Project (417A).

Amendment 2 includes project-specific signage design for the Science Math Central Plant Complex Project (305A) and District-wide Interior Signage Standards. Project Specific Signage design work for the Science Math Central Plant Complex Project (305A) will include all signage design work through the construction documents phase.

The District-wide Interior Signage Standards work includes design and consulting services for the continuing development of the Master Plan Signage Program. The signage developed in this scope of work will include building mounted interior signage required for operation, code compliance and way-finding in individual buildings. The Interior Signage Design Standards developed will create a consistent, cost effective solution for building signage. The work will be divided into two phases: A needs analysis phase and subsequent Design Development and Construction Documentation phases. The construction documents standards will include annotated construction details and performance specifications suitable for public bid. Project specific proposals for the Fine Arts and Performing Arts buildings will follow at a later date.

Amendment 2 is presented herein for approval as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Science Math Central Plant Complex Project (305A)</td>
<td>$31,840</td>
</tr>
<tr>
<td>Interior Signage Standards (812A)</td>
<td>$47,950</td>
</tr>
<tr>
<td><strong>Total Amendment 2</strong></td>
<td><strong>$79,790</strong></td>
</tr>
</tbody>
</table>

FISCAL IMPACT:
This amendment will be paid from Measure C bond funds. The total amount of this contract to date is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Long Form Contract Amount</td>
<td>$123,670</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>$139,795</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$79,790</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$343,255</strong></td>
</tr>
</tbody>
</table>

RECOMMENDATION:
The Superintendent/President recommends that the Board approve Amendment 2 to Kate Keating Associates, Inc. in the amount of $79,790 for project level signage design services for the Science Math Central Plant Complex Project (305A) and Interior Signage Standards (812A).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 5/13/08 Consultant: Kate Keating Assocs, Inc.
Project(s) (name and number): District Signage (812A) & SMCP (305A)

Type of contract (check all that apply):

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

___ Short form ___ Long form

Original ______ or Amendment # ______

Amount of this contract/amendment: $79,790

Total amount of contract to date including this amendment: $343,255

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: EB Reviewed by: ______

Submittal sign-off:
Program Manager: Usana Director: McHannah

Amendment Checklist 4/25/2008 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?

☐ 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?
AMENDMENT 2

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Kate Keating Associates, Inc.

May 13, 2008

AMENDMENT 2 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kate Keating Associates, Inc. (Consultant).

APPENDIX A

Additional Services

Interior Signage Standards (812A)
1. Kick-off meeting with project team to review scope of work, other relevant District project schedules, as well as maintenance and operational expectations.
2. Conduct a photographic survey of typical existing building signage conditions on each campus.
3. Based on wayfinding and code requirements, develop a hierarchy of sign types.
4. Develop two schematic design options of key sign types, showing approximate size, shape and typographic style of signs with preliminary color and material palette recommendations.
5. Present preliminary sign type hierarchy and schematic design options to project team for comment and selection of a design option.
6. Develop a preliminary cost estimate for selected sign types.
7. Incorporate comments from preliminary schematic design review. Continued development of schematic design options.
8. Present cost estimate and refined schematic design option to project team for review and approval.
9. Present schematic design process and selected option to the President’s Cabinet.

Science Math Central Plant Complex (305A)
1. Kick off meeting; review building & landscape design; review operational, maintenance & budgetary concerns.
2. Develop sign location plans, sign schedule, draft specification and “boiler plate” detail drawings, if necessary, of all signage required. Prepare 50% submittal for review and coordination.
3. Develop life safety signage design submittal for review by Fire Marshall
4. Incorporate comments from 50% review. Submit package for DSA review.
5. Meet with project team to review DSA comments and review all aspects of the sign program. Confirm messages, quantities and location for all signs.
6. Incorporate DSA and project team comments. Submit package for DSA back check.
7. Prepare Construction Documents for all sign components to serve as basis for fabrication. Documents shall indicate location, materials, construction details and specifications of all signage items in sufficient detail for the bid, fabricated and installed. Submit 100% for bid and 100% construction.
8. Remove “boiler plate” specification and drawing details from documents and replace with complete COM Building Design Standards.

END OF AMENDMENT 2 TO APPENDIX A
AMENDMENT 2 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 June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kate Kenting Associates, Inc. (Consultant).

I. Amount of Compensation for Services to Consultant

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$ 123,670</th>
</tr>
</thead>
<tbody>
<tr>
<td>District-wide Master Signage Plan design services</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Diamond PE Complex Project design Services</td>
<td>$ 23,670</td>
</tr>
</tbody>
</table>

Amendment # 1                                        $ 139,795

<table>
<thead>
<tr>
<th>Completion of Master Plan Signage design services (812A)</th>
<th>$ 97,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trans Tech Complex project specific design services (402A)</td>
<td>$ 16,560</td>
</tr>
<tr>
<td>Main Building Complex project specific design services (417A)</td>
<td>$ 25,735</td>
</tr>
</tbody>
</table>

Amendment # 2                                        $ 79,790

<table>
<thead>
<tr>
<th>Science Math Central Plant Complex project specific design services (305A)</th>
<th>$ 31,840</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Signage Standards (812A)</td>
<td>$ 47,950</td>
</tr>
</tbody>
</table>

Total Amendment # 2                                    $ 79,790

Total Contract Amount                                   $ 343,255

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 1 to Appendix A – Scope of Services shall not exceed $79,790. Payments made for services authorized under AMENDMENT 2 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 2 TO APPENDIX B
AMENDMENT 2 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 June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kate Keating Associates, 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 2 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>Design Development Drawings</td>
<td>8/31/2008</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>10/31/2008</td>
</tr>
<tr>
<td>Science Math Central Plant Complex project specific design work</td>
<td>12/31/2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 2 TO APPENDIX C
AMENDMENT 2 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 June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kate Keating Associates, Inc. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 2 to Appendix A – Scope of Work

   The deliverables required include without limitation the following items in electronic format:

   1. Science Math Central Plant Complex Project (305A)
      - 100% Construction Documents for DSA Submittal
      - Incorporate DSA Back-check comments into Bid Set

   2. Interior Signage Standards (812A)
      - Development of one ‘Sign Family’ for District
      - Photographic survey of typical existing building signage conditions on each campus
      - Development of hierarchy of sign types
      - Development and presentation of two schematic design options for key sign types
      - Cost estimates for selected sign types
      - Provide operational, way-finding and code required signage for individual buildings
      - Presentation to President’s Cabinet
      - Construction Document Standard details

END OF AMENDMENT 2 TO APPENDIX D
AMENDMENT 2 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 June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Kate Keating Associates, Inc. (Consultant).

No Changes.

END OF AMENDMENT 2 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 2 to the Professional Services Agreement dated June 12, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Kate Keating Associates, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By _______________________________ Date ________________

Al Harrison
Vice President College Operations

Kate Keating Associates, Inc.

By _______________________________ Date ________________

______________________________
Its ____________________________
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>May 13, 2008</th>
<th>Item &amp; File No. C.11.E.6(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subject:</td>
<td>PE Complex Portables Project (850F)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional moving services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nor-Cal Moving Services – Amendment 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>ACTION APPROVAL</td>
<td></td>
<td></td>
<td>SF Amendment 3</td>
</tr>
</tbody>
</table>

BACKGROUND:

On December 11, 2007 the Board of Trustees approved a short form professional services agreement for Nor-Cal Moving Services for the PE Complex Portables Project (850F). Amendments 1 and 2 have been previously approved.

The Board of Trustees is now asked to approve Amendment 3 to Nor-Cal Moving Services’ short form professional services agreement for close out of moving services to complete the temporary relocation of the Athletics Department into the PE Complex Portables while the Diamond PE Center is under construction. Any and all services related to future PE project moves (including moving back to the permanent facility) will be secured under a new contract(s).

The District has completed a final review and close out of Nor-Cal’s contract, and all approved work has been completed. No additional amendments will be forthcoming.

FISCAL IMPACT:

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

<table>
<thead>
<tr>
<th>Amendment</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$10,195</td>
<td>Moving services for PE Complex Portables Project (850F)</td>
</tr>
<tr>
<td>Amendment 1</td>
<td>$0</td>
<td>Contract time extension</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$8,541</td>
<td>Additional moving fees</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>$435</td>
<td>Close out moving fees</td>
</tr>
</tbody>
</table>

Total Contract Amount $19,171

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve Amendment 3 to Nor-Cal Moving Services’ short form professional services agreement for moving fees and close out in the amount of $435 for the PE Complex Portables Project (850F) work.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
AMENDMENT 3

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

Nor-Cal Moving Services

May 13, 2008

AMENDMENT 3 TO
SCOPE OF SERVICES
& COMPENSATION

This is an AMENDMENT attached to, and made a part of the Short Form Professional Services Agreement (Agreement) dated December 11, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Nor-Cal Moving Services (Consultant).

1. Scope of Services

Close out of moving services to complete the relocation of the Athletics Departments from the Diamond PE Center into the PE Complex Portables.

2. Compensation for Services

Close out fees for moving services under this Agreement are $435.

Consultant’s total compensation for Services performed under this Agreement is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>$10,195</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment 1</td>
<td>$0</td>
</tr>
<tr>
<td>Amendment 2</td>
<td>$8,541</td>
</tr>
<tr>
<td>Amendment 3</td>
<td>$435</td>
</tr>
<tr>
<td><strong>Total Contract Amount</strong></td>
<td><strong>$19,171</strong></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated December 11, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Nor-Cal Moving Services.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date __________________

Al Harrison
Vice President College Operations

Nor-Cal Moving Services

By ___________________________ Date __________________

_________________________________________ Its __________________
### BOARD AGENDA ITEM

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.11.E.7(a)</td>
</tr>
</tbody>
</table>
| Subject:     | Diamond PE Center Alterations Project (308B)  
               PE Complex PV Project (308D)  
               Geothermal Fields KTD & IVC Projects (305B & 417B)  
               Assignment and Consent Agreements for DSA Inspector Pete Hull |
| Reason for Board Consideration: | Assignment & Consent Agreements  
Quali-Con Enterprise, Inc. letter |

### BACKGROUND:

On December 11, 2007 (C.12.G.2(f)) and again on January 15, 2008 (C.13.H.4(d)) the Board of Trustees awarded short form professional services agreements to Quali-Con Enterprise, Inc. for DSA Inspector services for the Diamond PE Center Alterations Project (308B), PE Complex PV Project (308D) and Geothermal Fields KTD & IVC Projects (305B & 417B). The attached letter from Quali-Con Enterprise, Inc. defines the obligations of these contracts. In both cases, Pete Hull was assigned by Quali-Con as the DSA-licensed inspector.

For reasons relating to a corporate restructuring and taxation issues, Quali-Con Enterprises, Inc. wishes to assign the balance of their contract obligations and financial consideration to Mr. Pete Hull, sole proprietor of Peter R. Hull Construction Consulting. The Board is asked to approve the Assignment and Consent Agreements submitted herein. Legal counsel has advised the District on the appropriate wording of these agreements, and Peter R. Hull Construction Consulting has submitted acceptable insurance coverage.

### FISCAL IMPACT:

None. All costs associated with these contracts have been allocated will be paid from bond funds.

### RECOMMENDATION:

The Superintendent/President recommends that the Board approve Assignment and Consent Agreements from Quali-Con Enterprise, Inc. to Peter R. Hull Construction Consulting for DSA Inspector services for the Diamond PE Center Alterations Project (308B), the PE Complex PV Project (308D) and the Geothermal Fields KTD & IVC Projects (305B & 417B).

---

**Administrator Initiating Item**  
V-Anne Chernock  
Director of Modernization

**Administrator Approving Item**  
Albert J. Harrison II  
Vice President, College Operations
April 25, 2008

Mr. Al Harrison, Vice President College Operations
Marin Community College District
835 College Avenue
Kentfield, CA 94904

Dear Mr. Harrison,

For reasons relating to our business structure and taxation issues, Quali-Con Enterprise, Inc., a California corporation currently entered into (2) contracts with the College for inspection of current construction projects, wishes to assign the balance of our contract obligations and financial considerations to Mr. Peter R. Hull as sole proprietor. Mr. Hull is a principal in this corporation and is currently the inspector and consultant principally involved in projects in the District under these contracts.

The contracts which Quali-Con Enterprise, Inc. wishes to assign to Mr. Hull are as follows:

1) Short Form of Professional Services Agreement dated December 11, 2007 (revised) for inspection services for the PE Complex Modernization Project (308B) and the PE PV's Project (308D), date stamped January 2, 2008 and assigned as PO# P0201484

2) Short Form of Professional Services Agreement dated January 15, 2008 for Inspection services for the Geothermal Fields KTD & IVC Project (305B & 417B), date stamped January 28, 2008 and assigned PO# P0201650

As the Consultant currently under contract for both of the above-referenced contracts, Quali-Con Enterprise, Inc. understands that all obligations of the current contracts will remain in effect after transference to Mr. Hull, that the not-to-exceed dollar amounts of the contracts remain unchanged, that Mr. Hull will assume all obligations of the contracts as a sole proprietor, that the provisions of the contracts regarding insurance coverage will be met and maintained by Mr. Hull, and that all future obligations and considerations related to these contracts will be the complete and sole responsibility of Mr. Hull.

Please feel free to contact me if I may answer any questions or resolve any concerns regarding this issue.

Sincerely,

Brook C. Bowman, President
Quali-Con Enterprise, Inc.
ASSIGNMENT AND CONSENT AGREEMENT

THIS Agreement is made and entered into this 14th day of May 2008 by and among the Marin Community College District ("District"), Quali-Con Enterprise, Inc. ("Consultant"), and Peter R. Hull Construction Consulting, a sole proprietorship ("Assignee").

WHEREAS, the District and Consultant executed a revised Short Form of Professional Services Agreement dated December 11, 2007 (herein referred to as the "Contract"), whereby Consultant agreed to provide DSA Inspection Services for the duration of construction activities for the PE Complex Modernization Project (308B) and the PE PVs Project (308D) to the District;

WHEREAS, Consultant wishes to assign the balance of its right, title, and interest in and to the Contract to Assignee, and Assignee is prepared to assume and perform Consultant’s rights and obligations pursuant to the Contract per the letter from Brook C. Bowman to Mr. Al Harrison dated April 25, 2008 attached hereto as Exhibit “A”;

WHEREAS, Consultant and Assignee have requested the approval of the District to the proposed assignment of the Contract; and

WHEREAS, the District has been apprised of Assignee’s ability to provide the required DSA Inspection Services to the District.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, it is agreed as follows:

1. Assignment.
   Consultant hereby assigns, transfers, and sets over to Assignee all of Consultant’s rights, interest, obligations, and undertaking under the Contract, effective May 14, 2008 (the “Effective Date”).

2. Assumption.
   Assignee hereby accepts the assignment referred to in paragraph 1 hereof and agrees to assume, be bound by, and perform all obligations and undertakings under the Contract commencing the Effective Date, and Assignee shall be entitled to all benefits thereunder and may render invoices in respect of such performance in its own name from and after such date.

3. Obligations.
   Consultant and the District agree that, commencing the Effective Date, Assignee shall be obligated to satisfy all obligations contained in the revised Short Form of Professional Services Agreement dated December 11, 2007; provided however, that Assignee shall not be responsible to the District for any liability or obligation for any breach of the Contract or any failure of Consultant to perform under the Contract prior to the Effective Date. A true and correct copy of said Contract is attached hereto as Exhibit “B” and its terms and conditions incorporated herein.
4. **Consent.**
The District hereby consents to the assignment of the Contract by the Consultant to the Assignee pursuant to paragraph 1 above, and the assumption of the Contract by the Assignee in accordance with paragraph 2 above.

5. **General.**

(a) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters or understandings, whether oral or written.

(b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors and permitted assigns.

(c) The parties hereto shall do all such things and provide all such additional assurances as may be required to consummate the transaction contemplated hereby.

(d) This Agreement may not be amended or modified in any respect, except by written instrument executed by the parties hereto.

(e) This Agreement may be executed in separate in counterparts each of which, once executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may, in addition, be transmitted by facsimile and shall be deemed to have been given and received on the day it is first transmitted by facsimile. It is agreed between the parties that the delivery, receipt and execution of this Agreement by facsimile machine shall be deemed good and sufficient as if executed and delivered in an original form.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF of the parties hereto have caused this Assignment and Consent Agreement to be signed as of the date first written above.

PETER R. HULL CONSTRUCTION CONSULTING

By: _____________________________
    Peter R. Hull, Sole Proprietor

MARIN COMMUNITY COLLEGE DISTRICT

By: ______________________________
    Al Harrison
    Its Vice President, College Operations

QUALI-CON ENTERPRISE, INC.

By: ______________________________
    Brook C. Bowman
    Its President
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: May 13, 2008
Item & File No. C.12.C

Subject: First Reading of Revised Board Policies

Reason for Board Consideration:

Enclosure(s):

INFORMATION

BACKGROUND:

The Marin Community College District is in the process of updating and aligning the District’s Board Policies with the recommended policies developed through the legal firm of Liebert Cassidy Whitmore in conjunction with the Community College League of California (CCLC). The District is a member of the Board Policy and Administrative Procedure Subscription Service coordinated by the CCLC.

ANALYSIS:

The District’s current Board Policy Manual has not been revised for quite some time. Therefore, the Board Policy Manual is being reorganized and updated to align with the recommended policy information provided by the Policy and Procedure Subscription Service. Fifty-nine community college districts throughout the state are embarking on or have completed this same process.

There are seven chapters of the Board Policy Manual that include the following sections: 1) The District, 2) Board of Trustees, 3) General Institution, 4) Academic Affairs, 5) Student Services, 6) Business and Fiscal Affairs, and 7) Human Resources. The goal will be to review the current Board Policies and align them with the recommended policy information provided by the Policy and Procedure Subscription Service.

Board Policies and Administrative Procedures for *Chapters 1 and 2* will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the Board Subcommittee on Policy for suggested revisions. Revisions will then be reviewed as information items at the BP/AP Revision Task Force and College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Board Policies and Administrative Procedures for *Chapters 3 through 7* will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the BP/AP Revision Task Force for suggested revisions. Revisions will then be reviewed as information items at College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Board Policies 6100, 6150, 6320, 6400, 6530, 6580, 6700, and 6740 are now ready for review by the Board of Trustees.
FISCAL ANALYSIS:

No fiscal impact for the District.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees receive Board Policies 6100, 6150, 6320, 6400, 6530, 6580, 6700, and 6740 for first reading and discussion.

Administrator Initiating Item      Dr. Frances L. White, Superintendent/President
BP 6100    DELEGATION OF AUTHORITY

References:
   Education Code Sections 70902(d), 81655, and 81656

The Board of Trustees delegates to the Superintendent/President the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations, and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board. (See BP 6340 titled Contracts)

The Superintendent/President shall make appropriate periodic reports to the Board of Trustees and shall keep the Board fully advised regarding the financial status of the District.

NOTE This policy is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). This policy was reviewed at the November 15, 2007 Task Force Meeting.

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)
BP 6150 DESIGNATION OF AUTHORIZED SIGNATURES

References:
Education Code Sections 85232 and 85233

Authority to sign orders and other transactions on behalf of the Board is delegated to the Superintendent/President and other officers appointed by the Superintendent/President.

Also see BP/AP 5420 titled Associated Students Finance

NOTE: This policy is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. This policy was reviewed at the November 15, 2007 Task Force Meeting.

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)
BP 6320 INVESTMENTS

References:
Government Code Sections 53600 et seq.

The Superintendent/President is responsible for ensuring that District funds that are not required for the immediate needs of the District are invested. Investments shall be in accordance with law, including Government Code Sections 53600 et seq.

NOTE: This policy is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore).

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)
BP 6400 AUDITS

Reference: Education Code Section 84040(b)

There shall be an annual outside audit of all funds, books, and accounts of the District in accordance with the Title 5 regulations. The Superintendent/President shall assure that an annual outside audit is completed. The Superintendent/President shall recommend a certified public accountancy firm to the Board with which to contract for the annual audit.

Also see BP/AP 6740 titled Citizens' Bond Oversight Committee

Office of Primary Responsibility: College Operations

- From current College of Marin Policy 6.0004 titled Annual Audit

(EC 84040, 5 CAC 58300, 58308) Dr. Wright recommends striking through the references Title 5 Sections 58300 and 58308 because these sections address budget management and reserves which are covered in other newly proposed policies and procedures.

In accordance with statutory requirements and good business principles, the financial activities of the District shall be subject to audit each fiscal year by a firm of Certified Public Accountants.

The audit shall cover the general financial operations of the District, Associated Student Body Fund operations, and the Federal Aid Program operation.

The Superintendent/President shall recommend annually to the Board a qualified firm of Certified Public Accountants to conduct the District's annual audit and other appropriate accounting and auditing services as required by the Board. The Board shall determine the selection of the independent auditor.

As required by statutory regulations, the Board shall receive by November 15 of each fiscal year the annual audit for the previous fiscal year. This date may be extended to December 31 for justifiable cause upon written request by the auditor and approval by the County Superintendent of Schools (EC 84040).
NOTE This policy is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. This policy was reviewed at the March 20, 2008 Task Force Meeting.

Date Adopted:
(Replaces current College of Marin Policy 6.0004)
BP 6530   DISTRICT VEHICLES

Reference:
Title 13, California Code of Regulations, Division 1, Chapter 1

❖ From current College of Marin Policy 8.0011 titled Transportation Vehicles

It is the policy of the Board to provide safe and adequate transportation for students and staff in order for them to perform the duties of their classification. Therefore, The District shall operate a fleet of provide District motor vehicles consisting of: vans, sedans, truck/vans, trucks, or other modes of transportation as deemed appropriate to the requirements of the particular job, and patrol cars for District police services.

In the event the District fleet is not adequate in either size or number, the Superintendent/President may authorize the use of charter buses from private companies in that business and/or the rental of vehicles from a recognized auto/truck rental firm.

Office of Primary Responsibility: College Operations

NOTE: The Community College League and legal counsel (Liebert Cassidy Whitmore) do not have recommended language for a policy on Vehicles. The wording in black ink is from current College of Marin Policy 8.0011 titled Transportation Vehicles adopted on 7/29/81 and revised on 4/9/85. The information in underlined type is language added by Maintenance and Operations. This policy was reviewed at the March 20, 2008 Task Force Meeting.

Date Adopted:
(Replaces current College of Marin Policy 8.0011)
BP 6580 EXCAVATIONS OCCURRING IN INDIAN NATIVE AMERICAN MIDDEN AREAS

References:
Health and Safety Code Section 7050.5:

- From current College of Marin Policy 8.0025 titled Excavations Occurring in Indian Midden Areas

The Board is aware that Indian Native American burial grounds and other archaeological sites exist on portions of the Kentfield Campus and Indian Valley campuses. It is also known that Indians lived on the Indian Valley Campus as evidenced by rich midden and residual artifacts discovered in various locations around the campuses. Extensive caution is mandatory any time excavation is anticipated in campus areas identified on the attached maps. The Superintendent/President is designated the responsibility to notify Native American tribal representatives, archaeologists and other appropriate parties prior to authorizing any excavation on either campus. Excavation shall be defined with respect to this procedure to be any action that disturbs existing soil more than six inches below the surface. However, there are extremely fragile areas where any proposed excavation over one inch shall be noticed.

The Superintendent/President is also designated the responsibility to develop and implement procedures for excavation activities.

It shall be the policy of the Board that the Superintendent/President shall notify the campus resident archaeologist ten days in advance of any anticipated excavation work in the area noted on the attached maps. The notice shall include a brief written description of the work, the specific area and depth involved, the proposed timing and any related activity.

The resident archaeologist shall assess the potential impact of the proposed excavation. Review of a project shall be made in writing within the ten-day review period. If it is determined that there is no significant archaeological impact of the proposed work, this shall be confirmed in writing by the resident archaeologist and excavation may proceed. If it appears that there is a significant archaeological impact, this shall be documented and specific mitigation measures shall contain significance for a specified period, not to exceed 45 days.
Attachments: Maps identifying extremely fragile areas — Kentfield Campus, Indian Valley Campus.

NOTE: The wording in black ink is from current College of Marin Policy 8.0025 titled Excavations Occurring in Indian Midden Areas adopted on 8/5/81 and revised on 4/9/85. The information in underlined type is language added by College Operations. This policy was reviewed at the March 20, 2008 Task Force Meeting.

Date Adopted:
(Replaces current College of Marin Policy 8.0025)
BP 6700  CIVIC CENTER AND OTHER FACILITIES USE

References:

Education Code Sections 82537, 82542, and 82544

The Marin Community College District is a civic center. Use of this civic center shall be granted as provided by law. The Superintendent/President shall establish administrative procedures regarding the use of District property, including but not limited to facilities, equipment, and supplies by community groups and other outside contractors.

These administrative procedures shall reflect the requirements of applicable law, including Education Code Section 82537, regarding civic centers. The procedures shall include reasonable rules regarding the time, place, and manner of use of District facilities. They shall assure that persons or organizations using District property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities.

No group or organization may use District property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, disability, sex (i.e., gender), or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

- From current College of Marin Policy 3.0010 titled Community Use of District Facilities

EC 82537, 82542, 82544

District facilities shall be used for incidental short-term use to the extent of the District's fiscal ability to meet general education, civic, cultural, and recreational needs of District residents. Long-term use of facilities is a contractual matter and outside the scope of this Policy.

Therefore, it shall be the policy of the Board to:

1. Make available the buildings and grounds owned by the District to organizations and businesses; and
2. Permit use of its facilities, subject to the fee schedule and limitations set forth below.
The following general limits shall govern community use of facilities:

1. Use of District facilities shall be for the purpose of public, literary, scientific, recreational, educational, or public-agency meetings, or for the discussion of matters of general or public interest upon such terms and conditions as the Board deems appropriate. Use of District facilities is subject to the limitations, requirements, fees, and restrictions set forth in this Board policy.

2. Use of District buildings or grounds may be granted to any church or religious organization for the conduct of religious services for temporary periods where such church or organization has no suitable meeting place for the conduct of such services upon such terms and conditions as the Board deems appropriate. Use of District facilities is subject to the limitations, requirements, fees, and restrictions set forth in this Board policy.

3. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. A facilities use permit shall be renewable and revocable at the discretion of the Board at any time.

4. A permit is required for any use of college facilities. The permit can be cancelled for failure to follow the procedures as outlined in the permit.

5. Fees as specified below shall be a requirement for use. All users of facilities shall be subject to charges by the District for any special services or equipment required, in accordance with the approved schedules of charges which are determined annually by the Board of Trustees. (Fee schedules attached)

6. The use of the facilities shall be denied when:
   a. It is inconsistent with the use of the buildings or grounds for District purposes; or
   b. It interferes with the use and occupancy of District grounds and facilities by the District; or
   c. The facility has been totally or partially closed for repair, renovation, or to conserve energy; or
   d. The District determines that the user proposes insufficient supervision of the use.
Priorities for Use of District Facilities

Under the conditions listed above, district facilities may be made available for community use, after the needs of District classes, events, or activities have been accommodated, in the following order of priority:

1. Any classes, events, or activities directly related to the District.

2. Programs offered by extension branches of higher educational institutions of direct benefit to citizens of Marin County.

3. Educational or cultural events and/or activities sponsored by Marin County organizations.

4. Other events and/or activities sponsored by Marin County organizations or events sponsored by out-of-county charitable organizations.

5. Events for which fees are charged or contributions solicited by commercial-for-profit organizations.

CHARGES FOR USE

A. Processing Fee

All organizations in Groups III, IV, and V listed below shall pay a non-refundable processing fee per Request. Fee is be submitted at the time of application.

B. Direct Costs

"Direct Costs" means those costs of supplies, utilities, janitorial services, services of any other District employee, and salaries paid District employees necessitated by the organization's use of the District facilities and grounds.

C. Fair-Rental Value

"Fair-Rental Value:" means the direct costs to the District plus the amortized costs of the District facilities or grounds used for the duration of the activity authorized, as listed in schedule A (attached).

D. Personnel Costs

All organizations shall be charged personnel costs sufficient to cover all costs to the District of any use which requires such services, as supervision, set-up, clean-up, security, etc., which cannot be provided as part of an employee's normal duties. These costs are listed in schedule B (attached).
E. Equipment Rental Fees

   Rental fees for equipment are listed in schedule C (attached) and shall be assessed on all users of District facilities and grounds if use of such equipment is requested by the user.

Fee categories shall be as follows:

GROUP I—FREE-USE

1. No fair rental value shall be charged for COM academic departments or disciplines, recognized student organizations, recognized employee groups, auxiliary organizations as recognized by the Board of Trustees, i.e., Alumni Association and COM Foundation. COM groups, as listed above, who co-sponsor events with non-COM organizations shall be granted free use when no fundraising is involved, and provided that the following is satisfied:

   a. The COM co-sponsoring group must participate fully in and assume at least equal responsibility for the event, i.e., a member of the COM group must be involved in planning, development, implementation, and production, and must be present and responsible at the event.

   b. For COM group events and COM co-sponsored events where fundraising occurs the COM group must file with the Fiscal Services office a Fundraising Form, signed by an authorized member of each sponsor. In order to be eligible for no-charge for fair rental value charges, funds raised (including donations) must be spent entirely to support District students and programs.

   c. The non-COM organization is responsible for any personnel costs involved with the event.

2. When funds collected go in whole or in part to an off-campus organization or for an off-campus purpose, the sponsoring group shall be subject to the charges defined for Group IV.

3. Organizations may apply for a waiver for fees that are assessed and must send for the request in writing with application for use. A decision will be made by the District and issued with the use permit.

GROUP II—FREE-USE

The use of District buildings, grounds, and equipment shall be granted without charge for fair rental value and direct costs to public agencies, including the American Red
Gross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare, and the District may cooperate with such agencies in furnishing and maintaining such services as the District may deem necessary to meet the needs of the community.

GROUP III—NON-PROFIT EVENT WITHOUT FEE

Non-profit groups and public agencies, when the event is free (with no donations requested) and open to the public, shall be charged the direct costs as necessitated by the organization’s use of District facilities and property.

Organizations may apply for a waiver of fees that are assessed and must send for the request in writing with application for use. A decision will be made by the District and the use permit issued in accordance with that decision.

GROUP IV—NON-PROFIT EVENT WITH FEE

Non-profit groups and public agencies, when admission fees or monies are collected, shall be charged direct costs. Money collected includes the following: admission charge, solicitation of a donation, freewill offering, tuition payment, registration fee, entry fee, charge for supplies, payment of a speaker, or sale of literature or any other material.

GROUP V—RELIGIOUS ORGANIZATIONS AND PRIVATE OR COMMERCIAL GROUPS

Private or commercial groups or religious organizations who use District facilities for the purpose of conducting religious services shall be charged both direct costs and fair rental value for use of facilities.

ATTACHMENTS

Fee schedules to be applied by the District are:

— Schedule A—Rental Fees for Facilities
— Schedule B—Salaries for District Personnel
— Schedule C—Rental Fees for Equipment

The fees for Schedules A, B, and C shall be determined annually by the Board of Trustees.

For the purposes of implementing this policy, Schedule B shall be the prevailing wage scale for District employees, as approved by the Board of Trustees and maintained by the District Personnel Office.

Office of Primary Responsibility: College Operations
NOTE: This policy is *legally required* and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in *underlined type* is language added by College Operations. The wording in **black ink** is from current College of Marin Policy 3.0010 titled Community Use of District Facilities adopted on 10/28/81 and revised on 1/15/85 and 7/27/94. *This policy was reviewed at the March 20, 2008 Task Force Meeting.*

**Date Adopted:**

*(Replaces current College of Marin Policy 3.0010)*
BP 6740  CITIZENS' BOND OVERSIGHT COMMITTEE

References:

- Education Code Sections 15278, 15280, and 15282;
- California Constitution Article XIII A Section 1(b) and Article XVI Section 18(b)

If a bond measure has been authorized pursuant to the conditions of Proposition 39, as defined in the California Constitution, the Superintendent/President shall establish a Citizens’ Bond Oversight Committee in accordance with applicable law and regulations.

NOTE: This policy is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). This policy was reviewed at the March 20, 2008 Task Force Meeting.

Date Adopted:
(This is a new policy recommended by the CC League and the League’s legal counsel)
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>May 13, 2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No.</td>
<td>C.13.A</td>
</tr>
<tr>
<td>Subject:</td>
<td>Contracts and Agreement for Services Report—April 2008</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
<td>Attachment</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.
<table>
<thead>
<tr>
<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P0202187</td>
<td>Novato Chamber of Commerce</td>
<td>Logistics</td>
<td>$1,450.00</td>
</tr>
<tr>
<td></td>
<td>Membership services for the Novato Chamber of Commerce..</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202188</td>
<td><strong>Marin Independent Journal</strong></td>
<td>District Wide</td>
<td>$1,440.96</td>
</tr>
<tr>
<td></td>
<td>TV guide advertising services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202202</td>
<td><strong>Marin Fence</strong></td>
<td>Maintenance-Grounds</td>
<td>$1,241.00</td>
</tr>
<tr>
<td></td>
<td>Gate and fence repairs for Baseball and Mackey field, half paid with Restricted Funds.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202204</td>
<td><strong>Print Inkorporated/Paul Giampaoli</strong></td>
<td>Community Education</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Printing services for the President's Breakfast envelopes and print overflow.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202208</td>
<td><strong>Consortium for Open Learning</strong></td>
<td>Learning Resources</td>
<td>$1,771.00</td>
</tr>
<tr>
<td></td>
<td>Online database services for the Learning Center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202214</td>
<td><strong>Casey Printing</strong></td>
<td>Communication</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Additional pages for the Fall 2008 Schedule of Classes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202215</td>
<td><strong>Megan Kenyon</strong></td>
<td>Performing Arts</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Set and costume design services for War and Peacemeal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202216</td>
<td><strong>David Norfleet</strong></td>
<td>Performing Arts</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Accompanist for War and Peacemeal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202219</td>
<td><strong>Ewing Consulting Services</strong></td>
<td>Human Resources</td>
<td>$11,285.00</td>
</tr>
<tr>
<td></td>
<td>Consulting services for Equity Study for the month of April 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202220</td>
<td><strong>Perfect Timing</strong></td>
<td>Human Resources</td>
<td>$1,720.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for assistance in Human Resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202222</td>
<td><strong>Armanasco Public Relations</strong></td>
<td>Logistics</td>
<td>$8,265.20</td>
</tr>
<tr>
<td></td>
<td>Communication planning services for the marketing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202227</td>
<td><strong>Marin Airporter Charter &amp; Tour</strong></td>
<td>EOPS</td>
<td>$1,712.12</td>
</tr>
<tr>
<td></td>
<td>Charter services for touring students to San Francisco State University, Mills College and Sonoma State University.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202233</td>
<td><strong>Perfect Timing</strong></td>
<td>Learning Resources</td>
<td>$2,475.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for assistance in Learning Resources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202235</td>
<td><strong>Novato Sanitary District</strong></td>
<td>Maintenance-Grounds</td>
<td>$24,948.42</td>
</tr>
<tr>
<td></td>
<td>Annual billing for Sewer services for Indian Valley Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202239</td>
<td><strong>Fahy Tree Service</strong></td>
<td>Maintenance-Grounds</td>
<td>$3,200.00</td>
</tr>
<tr>
<td></td>
<td>Tree removal services for Pomo Cluster.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Agreement Number Vendor/Description Location/Dept. Amount

<table>
<thead>
<tr>
<th>P0202251</th>
<th>Sausalito Moving &amp; Storage, Inc</th>
<th>Maintenance</th>
<th>$6,389.50</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Library computer lab moves at the IVC Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202280</td>
<td>Week Drilling and Pump Company</td>
<td>Maintenance-Grounds</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Pump flow testing services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202301</td>
<td>Education To Go</td>
<td>Microcomputer Center</td>
<td>$1,485.00</td>
</tr>
<tr>
<td></td>
<td>Online services/classes for Month of March 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202302</td>
<td>Perfect Timing</td>
<td>Organizational Dev.</td>
<td>$1,546.88</td>
</tr>
<tr>
<td></td>
<td>Temporary services for assistance with Program Review.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202319</td>
<td>Marin County Office of Education</td>
<td>College Operations</td>
<td>$7,515.26</td>
</tr>
<tr>
<td></td>
<td>CPA auditing services re: Fiscally Accountable Status.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202332</td>
<td>Ikon Office Solutions</td>
<td>Student Development</td>
<td>$1,220.40</td>
</tr>
<tr>
<td></td>
<td>Quarterly maintenance/service agreement for copier.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202353</td>
<td>Lexipol</td>
<td>Police</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>P0202362</td>
<td>All Star Rental</td>
<td>Maintenance</td>
<td>$1,167.65</td>
</tr>
<tr>
<td></td>
<td>Boom lift rental services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202373</td>
<td>Accrediting Commission for Community Colleges</td>
<td>Organizational Dev</td>
<td>$1,051.26</td>
</tr>
<tr>
<td></td>
<td>Accreditation visit in April 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202439</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Service/maintenance service contract for NUvera 100 copier, serial number KRC556280.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202441</td>
<td>Cheri Pratt</td>
<td>Logistics</td>
<td>$1,000.00</td>
</tr>
<tr>
<td></td>
<td>Clipping services for newspaper archives for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202442</td>
<td>Xerox Corporation</td>
<td>Logistics</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td>Service/maintenance service contract for FU009641 color copier.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202446</td>
<td>US Postal Service</td>
<td>Logistics</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td>Mailing services for bulk mail permit #08.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Restricted**

<table>
<thead>
<tr>
<th>P0202202</th>
<th>Marin Fence</th>
<th>Maintenance-Grounds</th>
<th>$1,241.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Gate and fence repairs for Baseball and Mackey field, half paid Unrestricted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202226</td>
<td>Perfect Timing</td>
<td>Human Resources</td>
<td>$5,800.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for assistance in EOPS.</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>P0202332</td>
<td>Ikon Office Solutions</td>
<td>Student Development</td>
<td>$1,220.40</td>
</tr>
<tr>
<td></td>
<td>Quarterly maintenance/service agreement for copier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202338</td>
<td>Barbara Garfien</td>
<td>President’s Office</td>
<td>$1,730.00</td>
</tr>
<tr>
<td></td>
<td>Services for the President’s Circle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202342</td>
<td>Essanay Film &amp; Television</td>
<td>President’s Office</td>
<td>$5,800.00</td>
</tr>
<tr>
<td></td>
<td>Production services for EEIF video for President’s Circle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202380</td>
<td>WK Mclellan Co</td>
<td>Maintenance-Grounds</td>
<td>$4,500.00</td>
</tr>
<tr>
<td></td>
<td>Repair services for the Learning Resource Center concrete access walks.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202397</td>
<td>Photo Waste Recycling</td>
<td>Police</td>
<td>$1,760.00</td>
</tr>
<tr>
<td></td>
<td>Hazmat removal and disposal services for the College.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202461</td>
<td>Embassy Suites</td>
<td>President’s Office</td>
<td>$3,936.13</td>
</tr>
<tr>
<td></td>
<td>Banquet rental for President’s Breakfast 2008.</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>P0202254</td>
<td>Evisions</td>
<td>Measure C</td>
<td>$7,120.00</td>
</tr>
<tr>
<td></td>
<td>License and support/maintenance fees for IntelleCheck.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202366</td>
<td>Division of the State Architect</td>
<td>Measure C</td>
<td>$1,036.27</td>
</tr>
<tr>
<td></td>
<td>Filing service fees for Compliance of Parking Lot, Bioswale and Pathway Projects at IVC Campus.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P0202423</td>
<td>Perfect Timing</td>
<td>Measure C</td>
<td>$4,040.00</td>
</tr>
<tr>
<td></td>
<td>Temporary services for OIS Department to compile date for swing space analysis.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
May 13, 2008

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)
- Reserves: $17,789,000
- Expended to date: $31.5 million (12% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $22.3 million
  - Construction $ 3.7 million

- Summary of modernization items in this agenda
  Three (3) special approvals
  Two (2) projects to approve and authorize bidding
  Three (3) construction contracts and changes
  One (1) new lease
  Two (2) new short form professional services agreements
  Three (3) professional services agreement amendments
  Two (2) assignment and consent agreements for one consultant

- Net value of contracts / changes / amendments in this agenda (approx): $1,096,600

Note: The contract milestone report included in the latest Quarterly Report has now been added as a monthly attachment to the Director’s Report.

CURRENT MAJOR PROJECTS - BOARD UPDATE/ACTION SCHEDULE

1. IVC Main Building
   Approve project, authorize bidding
2. TransTech Complex
   Approve project, authorize bidding
3. Fine Arts Building
   Final design review
4. Performing Arts Building
   Design development update
5. Science/Math/Central Plant
   Final design review
6. PE Complex
   Approve Change Order #1

CONSTRUCTION SCHEDULES (2008 ff.) (major projects are listed in bold)

2008

- KTD PE Complex:
  In construction without incident. Change Order #1 submitted this meeting.

- KTD, IVC Geothermal Fields:
  In construction. Routine noise complaints from neighbors; some Native American midden uncovered. Both being handled.
Marin Community College District
Measure C Bond Modernization Program

- IVC 12kV Utility Extension: Awarded; Notice to Proceed pending
- Greenhouse/TransTech temporary: Procurement of buildings complete; construction contract award submitted this meeting
- IVC Parking Lot & Bioswale: Approved: Spring – Summer 2008 (Pending completion of geothermals)
- KTD PE Photovoltaics: Approved: Summer 2008 (DSA pending)
- KTD West Bridge: Approved: Summer 2008 (DSA pending)
- KTD SMCP Utility Project: Approved: Summer 2008 (DSA pending)
- IVC creek erosion mitigation: Approval pending: Summer 2008 (permits pending)
- IVC Main Building Complex: Approval submitted this meeting
   Summer 2008 – Fall 2009 (DSA pending)
- IVC Trans. Tech. Complex: Approval submitted this meeting
   Summer 2008 – Summer 2009 (DSA pending)

Beyond:
- KTD Demo (Dickson, D/L, DSPS): Early Spring 2009
- KTD Fine Arts Building: Spring 2009 – Fall 2010
- KTD Science/Math/CP: Late Spring 2009 – Early 2011
- KTD Performing Arts Building: Fall 2010 – Spring 2012
- KTD Gateway Complex: Summer 2011 – Winter 2013

OTHER INITIATIVES
- Project Stabilization Agreement: Signatures submitted, final document being reviewed. Scheduled for Board submittal June 10
- Prequalification of contractors: Recommended list for next two projects submitted this meeting
- Furniture, fixtures, equipment: Proceeding
- Swing space/relocation: Proceeding
- Campus parking plans: Parking Task Force report submitted to Superintendent / President 4/28/08
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)

2B) Due to scope revisions after programming and before the start of Conceptual Design, the project was delayed 4 months in design.

3A) Scope revised from minor modernization to reconfiguration of one area of the building and the addition of the front lobby and dance studio.

3B) Due to scope revisions after programming and before the start of Conceptual Design, the project was delayed 4 months in design.

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.

4C) The 91% is based on the amount spent of the Preconstruction budget. We are now in the construction budget and, therefore, expect little additional expenses for preconstruction.

5A) Correction to titles 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. This revision required an extension for design time as well as construction time.

8A) Project funds reallocated to other projects.

9A) Project funds reallocated to other projects.
### A. Alfa Tech Cambridge Group (Geothermal / PV @ PE / Sitework)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement</td>
<td>9/6/2005</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Assessment Report</td>
<td>1/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Draft Design Guidelines</td>
<td>12/16/2005</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Design Guidelines</td>
<td>1/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Draft Design Standards</td>
<td>1/13/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Master Specifications</td>
<td>2/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>District-Wide Assessment and Security Master Plan</td>
<td>2/15/2005</td>
<td>Amendment 1</td>
<td>X</td>
</tr>
<tr>
<td>Perform Photomeric study</td>
<td>3/15/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Expanded Larkspur Annex Scope</td>
<td>5/15/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Master Planning Assistance to District Architect</td>
<td>8/6/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Expanded effort for Grant Applications</td>
<td>9/1/2005</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Develop baseline utility data on consumption and flow</td>
<td>9/15/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Evaluation/summary of primary utility infrastructures</td>
<td>9/15/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Energy computer modeling of 10 buildings - KTD</td>
<td>9/15/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Energy computer modeling of 10 buildings - KTD</td>
<td>9/15/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Energy efficiency Model Option - PE Complex</td>
<td>9/15/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Variations of Architectural and MEP components</td>
<td>10/9/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Evaluation of emerging solar technologies</td>
<td>12/29/2006</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Short list the three most appropriate technologies</td>
<td>12/29/2006</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Computer model each of the short-listed systems</td>
<td>1/19/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Provide a life cycle cost analysis of each system</td>
<td>1/19/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>List qualifying rebate and incentive programs</td>
<td>1/26/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Present findings to the Board of Trustees</td>
<td>2/13/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Publish the completed study and distribute</td>
<td>2/19/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Develop written District-wide security standards</td>
<td>3/15/2007</td>
<td>Amendment 5</td>
<td>X</td>
</tr>
<tr>
<td>Perform test bore at KTD and IVC campuses</td>
<td>5/1/2007</td>
<td>Amendment 6</td>
<td>X</td>
</tr>
<tr>
<td>Develop construction documents for PV at PE</td>
<td>4/18/07-11/1/07</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Develop construction documents for PV at PE</td>
<td>(DSA Review 8/9/07-11/1/07)</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Provide assistance to District for Bid Phase</td>
<td>TBD</td>
<td>Amendment 7</td>
<td>N/A</td>
</tr>
<tr>
<td>Develop specs for replacement boiler at IVC</td>
<td>Design: 4/18/07-5/18/07</td>
<td>Amendment 8</td>
<td>X</td>
</tr>
<tr>
<td>Develop specs for replacement boiler at IVC</td>
<td>Bid Construction: 5/21/07-8/10/07</td>
<td>Amendment 8</td>
<td>X</td>
</tr>
<tr>
<td>Bid documents for replacement outdoor chiller - KTD</td>
<td>Design/CA: 5/16/07-12/1/07</td>
<td>Amendment 9</td>
<td>X</td>
</tr>
<tr>
<td>Bid documents for replacement outdoor chiller - KTD</td>
<td>Bid Construction: 1/2/08-9/30/08</td>
<td>Amendment 9</td>
<td>X</td>
</tr>
<tr>
<td>Update existing Technology Infrastructure Plan</td>
<td>Evals/standards/plans 8/15/07</td>
<td>Amendment 9</td>
<td>X</td>
</tr>
<tr>
<td>Geothermal System at Kentfield Campus</td>
<td>Design: 6/13/07-8/15/07</td>
<td>Amendment 10</td>
<td>X</td>
</tr>
<tr>
<td>Geothermal System at Kentfield Campus</td>
<td>Bid Phase: Original 8/16/07-10/31/07 Revised: 12/4/07-01/10/08 Current: 1/15/08 - 2/13/08</td>
<td>Amendment 10</td>
<td>Note 1</td>
</tr>
<tr>
<td>Geothermal System at Kentfield Campus</td>
<td>Construction: 11/15/07-3/15/08 Current: 4/7/08-31/08</td>
<td>Amendment 10</td>
<td>Note 1</td>
</tr>
<tr>
<td>Geothermal System at Indian Valley Campus</td>
<td>Design: 6/13/07-8/15/07</td>
<td>Amendment 10</td>
<td>X</td>
</tr>
<tr>
<td>Geothermal System at Indian Valley Campus</td>
<td>Bid Phase: Original 8/16/07-10/31/07 Revised: 12/4/07-01/10/08 Current: 1/15/08 - 2/13/08</td>
<td>Amendment 10</td>
<td>Note 1</td>
</tr>
<tr>
<td>Geothermal System at Indian Valley Campus</td>
<td>Construction: 11/15/07-3/15/08 Current: 4/7/08-31/08</td>
<td>Amendment 10</td>
<td>Note 1</td>
</tr>
<tr>
<td>Design/construction documents for temp housing at PE</td>
<td>Design: 7/18/07-8/28/07</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Design/construction documents for temp housing at PE</td>
<td>Bid Phase: 8/29/07-10/10/07</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Design/construction documents for temp housing at PE</td>
<td>Construction: 10/10/07-2/29/08</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Assess mech. systems - concept relocation DSPS</td>
<td>8/31/2007</td>
<td>Amendment 12</td>
<td>X</td>
</tr>
<tr>
<td>Design/Assess docs for parking lots &amp; pathways IVC</td>
<td>DD: 11/15/07; CD: 12/15/07</td>
<td>Amendment 13</td>
<td>Note 2</td>
</tr>
<tr>
<td>Design/Assess docs for Trans-Tech fire access road</td>
<td>to follow project 402A schedule</td>
<td>Amendment 13</td>
<td>X</td>
</tr>
</tbody>
</table>

**Note:** Items highlighted in yellow are milestones that occurred from March 15, 2008 through April 15, 2008.
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Date</th>
<th>Amendment</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare a Master Irrigation Plan</td>
<td>9/1/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Model the potable water system</td>
<td>9/1/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Meet and coordinate use of sanitary sewer mains</td>
<td>9/1/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Prepare Implementation Plans for each phase - cost est.</td>
<td>9/15/2006</td>
<td>Amendment 3</td>
<td>X</td>
</tr>
<tr>
<td>Short Trenching</td>
<td>8/28/2006</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Surveying, plotting and coordination</td>
<td>9/15/2006</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Preliminary Schematic Design</td>
<td>1/15/2007</td>
<td>Amendment 5</td>
<td>X</td>
</tr>
<tr>
<td>Final Schematic Design</td>
<td>3/15/2007</td>
<td>Amendment 5</td>
<td>X</td>
</tr>
<tr>
<td>Board of Trustees Presentation</td>
<td>4/15/2007</td>
<td>Amendment 5</td>
<td>X</td>
</tr>
<tr>
<td>Construction Documents and Bid Package</td>
<td>4/30/2007</td>
<td>Amendment 6</td>
<td>X</td>
</tr>
<tr>
<td>IVC parking lots 1, 2, 3 and 4 demolition plan</td>
<td>10/15/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>IVC parking lots new paving, curbs and drainage design</td>
<td>10/15/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>IVC bio-retention basin and bio-swales</td>
<td>10/15/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Upgrade topographic mapping IVC</td>
<td>5/31/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Supplemental topographic mapping for SM/CP Complex</td>
<td>6/29/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>New West Bridge approach Landscape Design Services</td>
<td>12/15/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>MMWD service account to service PE fire protection</td>
<td>5/31/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Geotechnical Borings and report for IVC Main Building</td>
<td>6/15/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Geotechnical Borings and report for Performing Arts</td>
<td>6/29/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Geotechnical Borings and report for West Campus Bridge</td>
<td>6/29/2007</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Survey for Performing Arts areas</td>
<td>6/15/2007</td>
<td>Amendment 8</td>
<td>X</td>
</tr>
<tr>
<td>Topographic Base Maps for IVC Greenhouses</td>
<td>6/15/2007</td>
<td>Amendment 8</td>
<td>X</td>
</tr>
<tr>
<td>Engineering Design Services for Fire Access Road</td>
<td>To follow 402A project schedule</td>
<td>Amendment 8</td>
<td>X</td>
</tr>
<tr>
<td>Design/construction documents for temp housing at PE</td>
<td>Design: 7/18/2007-8/28/07</td>
<td>Amendment 9</td>
<td>X</td>
</tr>
<tr>
<td>Design/construction documents for temp housing at PE</td>
<td>Bid Phase: 8/29/07-10/1/07</td>
<td>Amendment 9</td>
<td>X</td>
</tr>
<tr>
<td>Design/construction documents for temp housing at PE</td>
<td>Construction: 10/10/2007-2/20/08</td>
<td>Amendment 9</td>
<td>X</td>
</tr>
<tr>
<td>Geotechnical borings &amp; report for TransTech Complex</td>
<td>8/24/2007</td>
<td>Amendment 10</td>
<td>X</td>
</tr>
<tr>
<td>Surveyed data points, civil construction drawings at PE</td>
<td>9/30/2007</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Revise maps and drawings for FAPA</td>
<td>10/31/2007</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Revise maps and drawings for Sci-Math Bldg.</td>
<td>11/30/2007</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Revise base map for Geothermal field- KTD</td>
<td>10/31/2007</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Revise, replot &quot;record set&quot; drawings Larkspur Annex</td>
<td>10/31/2007</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Surveying-Field Survey</td>
<td>10/31/2007</td>
<td>Amendment 11</td>
<td>X</td>
</tr>
<tr>
<td>Revise scope of work for PE Complex</td>
<td>10/31/2007</td>
<td>Amendment 12</td>
<td>X</td>
</tr>
<tr>
<td>West Campus Bridge Drawing revisions</td>
<td>10/31/2007</td>
<td>Amendment 12</td>
<td>X</td>
</tr>
<tr>
<td>Additional survey srvcs for Greenhouse &amp; Shade structure</td>
<td>11/15/2007</td>
<td>Amendment 12</td>
<td>X</td>
</tr>
<tr>
<td>Bid documents for Bioswale IVC</td>
<td>7/1/2008</td>
<td>Amendment 13</td>
<td>X</td>
</tr>
<tr>
<td>Bid documents Campus Corner Relocation KTD (Submitted to DSA)</td>
<td>1/15/2008</td>
<td>Amendment 13</td>
<td>X</td>
</tr>
<tr>
<td>Civil Engineering Support services for EIR</td>
<td>12/12/2007</td>
<td>Amendment 14</td>
<td>X</td>
</tr>
<tr>
<td>Prepare bid package, DSA submittal &amp; processing 407C</td>
<td>4/1/2008</td>
<td>Amendment 15</td>
<td>X</td>
</tr>
<tr>
<td>Vertical &amp; horizontal pad certification</td>
<td>to follow 417B project schedule</td>
<td>Amendment 15</td>
<td>X</td>
</tr>
<tr>
<td>Tasks related to tree species diversity 419A</td>
<td>6/1/2008</td>
<td>Amendment 16</td>
<td>X</td>
</tr>
<tr>
<td>Complete additional studies for SMCP 305A</td>
<td>3/21/2008</td>
<td>Amendment 17</td>
<td>X</td>
</tr>
<tr>
<td>Complete additional studies for New FA Bldg 306C</td>
<td>3/21/2008</td>
<td>Amendment 17</td>
<td>X</td>
</tr>
<tr>
<td>West Campus Utility Extension Soils Report 407D</td>
<td>3/30/2008</td>
<td>Amendment 18</td>
<td>X</td>
</tr>
<tr>
<td>West Campus Utility Extension Civil Design 407D</td>
<td>3/30/2008</td>
<td>Amendment 18</td>
<td>X</td>
</tr>
<tr>
<td>Geothermal Fields KTD Parking lots reconditioning 305B</td>
<td>12/31/2008</td>
<td>Amendment 18</td>
<td>X</td>
</tr>
</tbody>
</table>

Note: Items highlighted in yellow are milestones that occurred from March 15, 2008 through April 15, 2008.
### Marin Community College District

**Measure C Bond Program - Milestones Report**

Milestones listed include BOT approvals through April 15, 2008

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit 50% Construction Documents</td>
<td>10/15/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>DSA Submittal (95% CD's)</td>
<td>12/15/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>4/15/2008</td>
<td>Contract</td>
<td>Note 14</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>4/15/08-8/15/08</td>
<td>Contract</td>
<td>Note 14</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>6/15/08-8/31/09</td>
<td>Contract</td>
<td>Note 14</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>9/1/09-9/1/10</td>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>Roof Replacement Standards</td>
<td>8/15/2007</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Environmental Landscape Program Relocation</td>
<td>11/15/2007</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Layout, Construction docs &amp; services for PE Portables</td>
<td>1/15/2008</td>
<td>Amendment 3</td>
<td></td>
</tr>
<tr>
<td>Design docs for DAPS suitable for DSA</td>
<td>1/15/2008</td>
<td>Amendment 4</td>
<td>Note 15</td>
</tr>
<tr>
<td>Design plans for Portables DAPS &amp; Health Services</td>
<td>12/15/2007</td>
<td>Amendment 4</td>
<td>Note 4</td>
</tr>
<tr>
<td>Design Plans for Fusseiman Hall</td>
<td>12/15/2007</td>
<td>Amendment 4</td>
<td>Note 4</td>
</tr>
<tr>
<td>Additional Design and CA services</td>
<td>12/31/2007</td>
<td>Amendment 5</td>
<td>Note 5</td>
</tr>
<tr>
<td>Design &amp; Consultant Coordination for DD Phase Docs (Health Swing Space)</td>
<td>Original: 2/1/2008 Current: 6/1/08</td>
<td>Amendment 6</td>
<td>Note 16</td>
</tr>
<tr>
<td>Design &amp; Consultant Coordination for CD Phase (Health Swing Space)</td>
<td>Original: 3/1/2008 Current: 7/1/08</td>
<td>Amendment 6</td>
<td>Note 16</td>
</tr>
<tr>
<td>Complete Construction Phase Services (Health Swing Space)</td>
<td>Original: 5/15/2008 Current: 9/15/08</td>
<td>Amendment 6</td>
<td>Note 16</td>
</tr>
<tr>
<td>Credit for DAPS relocation design services 850G</td>
<td>Not Applicable</td>
<td>Amendment 7</td>
<td>X</td>
</tr>
<tr>
<td>Construction Bid Docs 850C, 850H, 407D</td>
<td>4/15/2008</td>
<td>Amendment 8</td>
<td>X</td>
</tr>
<tr>
<td>Construction Admin 850C, 850H, 407D</td>
<td>9/30/2008</td>
<td>Amendment 8</td>
<td></td>
</tr>
</tbody>
</table>

**H. Kate Keating Associates, Inc. (District Signage Consultant)**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement</td>
<td>9/15/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Programming Phase - end</td>
<td>4/24/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Schematic Design Phase - end</td>
<td>8/12/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Design Development Phase - end</td>
<td>9/15/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Construction Document Phase - end (site)</td>
<td>12/21/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>TBA</td>
<td>Contract</td>
<td>N/A</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>TBA</td>
<td>Contract</td>
<td>N/A</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase</td>
<td>TBA</td>
<td>Contract</td>
<td>N/A</td>
</tr>
<tr>
<td>Design work-Master Plan Signage</td>
<td>6/30/2008</td>
<td>Amendment 1</td>
<td></td>
</tr>
<tr>
<td>Design work for TransTech Complex</td>
<td>4/30/2008</td>
<td>Amendment 1</td>
<td>X</td>
</tr>
<tr>
<td>Design work for Main Bldg Complex</td>
<td>4/30/2008</td>
<td>Amendment 1</td>
<td>X</td>
</tr>
</tbody>
</table>

**I. Kwan Henmi (PE Complex)**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement</td>
<td>5/24/2005</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Schematic Design Phase - end</td>
<td>11/14/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Design Development Phase - end</td>
<td>1/9/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Construction Document Phase - end</td>
<td>10/1/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Submit 50% Construction Documents</td>
<td>3/5/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>DSA Submittal (95% CD's)</td>
<td>6/15/2007</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>Original 10/1/2007 Revised 12/19/07</td>
<td>Contract</td>
<td>Note 6</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>Original 9/17/07-12/3/07 Revised to 1/4/08 - 2/19/08</td>
<td>Contract</td>
<td>Note 7</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>Original 12/4/07-5/15/09 Revised to 3/15/08 - 5/13/09</td>
<td>Contract</td>
<td>Note 8</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase - 12 months</td>
<td>1/1/10-1/1/11</td>
<td>Contract</td>
<td></td>
</tr>
</tbody>
</table>

Note: Items highlighted in yellow are milestones that occurred from March 15, 2008 through April 15, 2008.
## L. Royston Hanamoto Alley & Abey (District Landscape Consultant)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement</td>
<td>9/6/2005</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Assessment Report</td>
<td>1/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Draft Design Guidelines</td>
<td>12/16/2005</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Design Guidelines</td>
<td>1/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Draft Design Standards</td>
<td>1/13/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Master Specifications</td>
<td>2/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Draft Master Plan</td>
<td>1/6/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Master Plan</td>
<td>2/10/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Final Tree Removal Plan</td>
<td>1/27/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Urban Forestry Inspection services - KTD &amp; IVC</td>
<td>6/30/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Ignacio Creek Mitigation Plan</td>
<td>12/15/2005</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Fire Mitigation Plan</td>
<td>7/1/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Tree Removal Plan</td>
<td>9/15/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Gas Main Replacement</td>
<td>9/15/2006</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Diamond PE Complex Renovation</td>
<td>12/15/2003</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
<tr>
<td>Kentfield Campus Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
<td>Amendment 3</td>
<td></td>
</tr>
<tr>
<td>Indian Valley Construction Phasing Diagrams</td>
<td>Quarterly through 2011</td>
<td>Amendment 3</td>
<td></td>
</tr>
<tr>
<td>Diamond PE Complex Construction Phasing Diagrams</td>
<td>Quarterly through 2009</td>
<td>Amendment 3</td>
<td></td>
</tr>
<tr>
<td>Project Set-up/Existing Conditions analysis</td>
<td>6/15/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Site Program</td>
<td>6/29/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Schematic Design</td>
<td>7/12/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>LEED Services</td>
<td>6/15/07 through CA Phase</td>
<td>Amendment 4</td>
<td></td>
</tr>
<tr>
<td>IVC Fire Mitigation Landscape Maint./Manpower Plan</td>
<td>8/31/2007</td>
<td>Amendment 4</td>
<td>X</td>
</tr>
<tr>
<td>Design Development Documents</td>
<td>8/31/2007</td>
<td>Amendment 5</td>
<td>X</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>10/31/2007</td>
<td>Amendment 5</td>
<td>Note 10</td>
</tr>
<tr>
<td>Bidding &amp; Award</td>
<td>TBD</td>
<td>Amendment 5</td>
<td></td>
</tr>
<tr>
<td>Construction Administration</td>
<td>TBD</td>
<td>Amendment 5</td>
<td></td>
</tr>
<tr>
<td>Credit for work tasks related to tree species diversity 419A</td>
<td>Not applicable</td>
<td>Amendment 7</td>
<td></td>
</tr>
</tbody>
</table>

## M. Steinberg Architects (District Architect)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Milestone Date</th>
<th>Document</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOT Goals &amp; Visioning Retreat</td>
<td>9/20/2005</td>
<td>Contract</td>
<td>X</td>
</tr>
<tr>
<td>Draft Exterior Building Standards</td>
<td>1/20/2006</td>
<td>Contract</td>
<td>X</td>
</tr>
</tbody>
</table>

Note: Items highlighted in yellow are milestones that occurred from March 15, 2008 through April 15, 2008.
<table>
<thead>
<tr>
<th>Construction Document Phase - end</th>
<th>12/5/2007</th>
<th>Contract</th>
<th>Note 11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated DSA Stamp-out (100% CD's)</td>
<td>1/28/2008</td>
<td>Contract</td>
<td>Note 12</td>
</tr>
<tr>
<td>Bidding Phase</td>
<td>2/4/08-3/31/08</td>
<td>Contract</td>
<td>Note 12</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>4/4/08-12/1/09</td>
<td>Contract</td>
<td>Note 12</td>
</tr>
<tr>
<td>Operation/Project Close-out Phase</td>
<td>12/1/09-5/31/10</td>
<td>Contract</td>
<td>Note 12</td>
</tr>
<tr>
<td>Additional Project Programming for IVC Main Bldg</td>
<td></td>
<td>Amendment 1</td>
<td>X</td>
</tr>
<tr>
<td>Additional services for Main Bldg Complex IVC</td>
<td>8/28/2007</td>
<td>Amendment 2</td>
<td>X</td>
</tr>
</tbody>
</table>

**NOTES 1 THROUGH 12**

1. ) Geothermal System at Kentfield Campus / Geothermal System at Indian Valley Campus - Bid Phase: Original
   8/16/07-10/31/07
   Revised: 12/4/07-01/10/08
   Current: 1/15/08
   Revisions / clarifications to the design documents delayed bid into holidays. To have adequate bid response it was determined to postpone bid until after the holidays. Project was then rebid, with BOT approval, due to incomplete bid documentation.

2. ) Design/Assess docs for parking lots & pathways IVC - DD: 11/15/07; CD: 12/15/07
   Original plans to put DSPS & Health Services into the lower level of Student Services proved to be too expensive and beyond the budget. Therefore, plans were revised and are now being reviewed with the user groups.

   Current: 1/31/08
   Revisions were received from user groups that required minor design changes. This caused a one month delay for the completion of the DD drawings.

4. ) Design plans for Portables DSPS & Health Services - Design Plans for Fusselman Hall - Additional Design and CA services, 12/15/2007
   Original plans to put DSPS & Health Services into the lower level of Student Services proved to be too expensive and beyond the budget. Therefore, plans were revised and are now being reviewed with the user groups.

5. ) Additional Design and CA services - 12/31/2007
   Due to the design revisions needed for DSPS and Health Services the additional design and CA services were extended.

6. ) PE Modernization - Estimated DSA Stamp-out (100% CD's) - Original 10/1/2007
   Revised 12/19/07
   DSA took longer to review the plans than originally scheduled.

7. ) PE Modernization - Bidding Phase - Original 9/17/07-12/3/07
   Revised to 1/4/08 - 2/19/08
   DSA took longer to review the plans than originally scheduled which then required a revised bid date.

8. ) PE Modernization - Construction Phase - Original 12/4/07-5/15/09
   Revised to 3/15/08 - 5/13/09
   DSA took longer to review the plans than originally scheduled which then required a revised bid date, which then revised the construction start date.

9. ) PE Modernization - Construction Document Phase - end Previously indicated 12/11/07 but the contract show 5-16-08
   Incorrect information indicated in previous report

    Parking Lot-Bioswale & Pathways Projects - Milestone missed due to revisions to site layout. This required clarification and coordination with various infrastructure projects (including Geothermal Field) at the Indian Valley Campus

    Actual date of completion of CD's and DSA submittal was 12/19/07

12. ) IVC Main Building - Estimated DSA Stamp-out (100% CD's) - 1/28/2008
    It is now expected to be out of DSA by the end of May 2008.

13. ) IVC West Campus Swing Space - Contracts docs - Utility connection design services 850C
    Additional design time required for final utility location and connection requirement. Revised fire road also impacted design time.

14. ) KTD TransTech Building - Estimated DSA Stamp-out (100% CD's) - 4/10/2008
    Plans are not yet out of DSA at this time.

15. ) KTD DSPS swing space Location - Design docs for DSPS suitable for DSA - 1/15/2008
    Final location of DSPS is not determined at this time.

16. ) KTD Health swing space Location - Design & Consultant Coordination for DD Phase Docs (Health Swing Space) - Original: 2/1/2008 Current: 6/1/08
    Final sign off for layout and location from user group was 4/22/08.

17. ) KTD FA/PA Building - Amendment #4
    Due to user group questions concerning restrooms and classroom sizes, the start of CD drawings was delayed.

*Note: Items highlighted in yellow are milestones that occurred from March 15, 2008 through April 15, 2008.*
MEMORANDUM

To: Education Division
From: Jeff Gee
Cc: Charlie Kuffner
Date: March 14, 2008
Subject: Bidding Climate Update

Earlier this year, our Division began bidding a number of capital improvement and modernization projects around the Bay Area. Over the next 12 months, we will be bidding nearly $250 million worth of construction for our clients. The following is my perspective on the current construction market. As situations and events dictate, I will provide updates throughout the year.

To date, we have received bids on 5 projects valued at $52.5 million and 2 additional projects are currently out to bid, estimated at $50 million.

The results so far indicate that it is buyer’s market for construction. The characteristics of the current market are:

- High attendance at pre-bid conferences
- Multiple bidders (8-13)
- Multiple bids as much as 10% - 20% below reconciled estimates.

While this is good news for our clients, there are several cautions and caveats.

MARKET FACTORS
While recent bid results have been very beneficial to our clients, these results are in the larger context of the following:

- The cost of oil continues to soar to record heights ($110/barrel on 3/13), and the cost of raw materials and transportation are escalating quickly.

- The economy is growing negligibly and the financial markets still struggling to recover from the sub-prime lending fiasco.
- Constraints on lending remain tight, if not rigid.
- Discretionary consumer spending is down.

Given the complexities of our economy, both nationally and regionally, contractors are making calculated business decisions as to how low they bid their projects. None of the following cost elements have gone down:

- Labor
- Benefits
- Materials
- Transportation
- Insurance
- Borrowing
- Rent

Instead, these are all going up in costs and continue to rise. So the only areas left where reductions can be made are margins and profits.

**Cautions**

Losing money and/or not making money are not viable, long-term business strategies. So some contractors may look to employ a number of aggressive strategies to preserve or enhance their margins on your project. These strategies may include:

*Product substitutions:* proposing substitutions that may not be comparable quality to specified products.

*Poor construction quality:* taking short cuts, e.g., less curing time, lower quality finishes, etc.

*Non-compliance with plans and specifications:* lack of strict adherence to plans and specifications

*Aggressive scheduling:* Trying to “blow and go” and develop an early completion scenario and an argument about who owns the schedule float.

*Aggressive change order generation:* Generating excessive RFI’s and aggressively asserting a change in the work. These change orders will usually have an enhanced fee or margin as the contractor will look to recover some of the fee they left out of their low bid.
REMEDIES
If an aggressive contractor successfully secures an assignment at your campus, here are some reminders and strategies:

**Product Substitutions:** Remember that the burden of proof is upon the contractor to prove that the substitution is at least equal or superior to the specified product. Be on the lookout for the architect or engineer that just “gives in” to harassment and assertions by the contractor that the substitution is “equal” and be mindful of your District/Campus standards.

**Poor Construction Quality:** Work with your inspector of record to ensure that the quality of construction is consistent with the plans and specifications. Do not approve payment applications for work incomplete, unacceptable or of poor quality.

**Non-Compliance with Plans and Specifications:** Again, work with your inspector of record, and keep an eye out for non-compliance issues. The earlier in the project that you set the tone, the better everyone will be throughout the construction phase.

**Aggressive Scheduling:** Look at the baseline schedule carefully for sequencing, duration and compliance with the overall contract duration. If a contractor asserts that they will complete the project earlier than the stipulated contract duration, a situation may develop later regarding extended general conditions if he is not able to complete early, and if the delay is caused by the Owner.

**Aggressive Change Orders:** Keep an eye out for “reservation of rights” and excessive paperwork. Stop excesses early, enforce the contract and be fair.

TAKING ADVANTAGE OF THE CURRENT MARKET
There are several steps that we can take on behalf of clients to take advantage of the current market.

**Contractor Prequalification:** the better contractors will not bid if they see a room of 100 at a pre-bid conference. Districts may consider some level of pre-qualification to attract a better pool of bidders.

**Complete Set of Plans and Specifications:** The higher the quality of plans and specifications, the better quality the bids are. Constructability reviews, and follow-up with the design team is imperative.
Keep it Simple: Avoid overly complex, multiple phasing, and multiple sequencing of construction. Also, keep the bid form simple and straightforward—not too many alternates. This will attract a higher number of bidders.

Avoid Owner Changes: Changes during construction will be seen as potential opportunities to capture fees that were left on the table at bid time. A better strategy might be to complete the work per plans and specifications and retrofit as a separate project.

Escalate Issues: Do the rest that you can to resolve issues. However, if you get stuck, move the issue up the chain of command quickly and timely. This will not get better the longer issues sit and remain unresolved.

Get the Right People and Resources Involved: If you get stuck on a difficult or unfamiliar issue, ask for assistance and get the right people in the room to help out.

Current economic forecasts suggest that the market conditions that we are seeing today will continue throughout this year and into early 2009. However, by mid-2009, a turnaround will start to emerge, especially in the housing scare Bay Area. The pent up demand for housing will continue and may drive a turnaround for us sooner, than in other parts of the country.
Marin Community College District  
Sustainability Initiatives  

Report to the Board  
May 13, 2008

Parking Task Force  
The Parking Task Force held its fourth meeting on Wednesday, April 23, 2008. All of the task force’s recommendations were finalized by consensus of the group in attendance. The report was submitted to the Superintendent / President on April 28 with one dissenting opinion attached.

The Task Force will meet again in six months to review progress on its recommendations.

LEED  
Architects for the bond building projects continue to refine their LEED checklists. The contractor for the PE Building has received instructions for implementing LEED credits during construction.

EIR Mitigation Measures  
The bond team is reviewing EIR mitigation measures for which the District (as opposed to a construction contractor) has direct responsibility and will report back on resources needed and timelines to accomplish those measures.

Presidents Climate Commitment  
Staff has begun preparation of the Greenhouse Gas Emissions Inventory mandated by the Presidents Climate Commitment to be completed by September 2008.

CCC Board of Governors  
The California Community Colleges Board of Governors has adopted an Energy and Sustainability Policy for the state’s 109 community colleges. The District will study and refine its current and planned energy and sustainability initiatives in light of this new policy.

Renewable Energy  
No action this month
# COMET Project Status Report
## May 13, 2008

<table>
<thead>
<tr>
<th>Tasks Planned for the Previous Period</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mock Registration 2 – Week of 4/7/08</td>
<td>Mock Registration 2 Completed</td>
</tr>
<tr>
<td>Luminis Portal Production Readiness</td>
<td>Luminis Portal Production Readiness Review Completed</td>
</tr>
<tr>
<td>Review – Week of 4/14/08</td>
<td>Banner Student Go-Live Preparation Completed</td>
</tr>
<tr>
<td>Banner Student Go-Live Preparation</td>
<td>BANNER STUDENT and LUMINIS PORTAL LIVE as of 4/28/08</td>
</tr>
<tr>
<td>– Week of 4/21/08</td>
<td>Banner Student Go-Live Consulting Support in Progress</td>
</tr>
<tr>
<td>BANNER STUDENT and LUMINIS PORTAL</td>
<td></td>
</tr>
<tr>
<td>GO-LIVE! – WEEK OF 4/28/08</td>
<td></td>
</tr>
<tr>
<td>Banner Student Go-Live Consulting</td>
<td></td>
</tr>
<tr>
<td>Support – Weeks of 4/28/08 and 5/5/08</td>
<td></td>
</tr>
</tbody>
</table>
COMET Project Status Report
May 13, 2008

Tasks Planned for the Next Period

- Banner Student and Luminis Portal Go-Live Support Continues
- Banner Financial Aid Remote Support Continues
- Banner Finance Remote Training and Support Continues
- Banner HR Remote Support Continues
- Comet Project Remote Project Management Continues
<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>May 13, 2008</td>
</tr>
<tr>
<td>Subject:</td>
<td>Third Quarter Financial Status Report and CCFS-311 Q for 2007/08</td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>INFORMATION</td>
<td>Enclosure(s):</td>
</tr>
<tr>
<td></td>
<td>CCFS-311Q</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
## Quarterly Financial Status Report, CCFS-311Q

### VIEW QUARTERLY DATA

**District:** (330) MARIN

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Unrestricted General Fund Revenue, Expenditure and Fund Balance:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.1</td>
<td>Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)</td>
<td>37,526,773</td>
<td>40,425,318</td>
<td>43,761,845</td>
<td>42,874,774</td>
</tr>
<tr>
<td>A.2</td>
<td>Other Financing Sources (Object 8900)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>A.3</td>
<td>Total Unrestricted Revenue (A.1 + A.2)</td>
<td>37,526,773</td>
<td>40,425,318</td>
<td>43,761,845</td>
<td>42,874,774</td>
</tr>
<tr>
<td>B.</td>
<td>Expenditures:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.1</td>
<td>Unrestricted General Fund Expenditures (Objects 1000-6000)</td>
<td>35,600,805</td>
<td>38,247,700</td>
<td>42,154,547</td>
<td>44,755,215</td>
</tr>
<tr>
<td>B.2</td>
<td>Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)</td>
<td>290,124</td>
<td>1,111,788</td>
<td>119,497</td>
<td>124,252</td>
</tr>
<tr>
<td>B.3</td>
<td>Total Unrestricted Expenditures (B.1 + B.2)</td>
<td>35,890,929</td>
<td>39,359,488</td>
<td>42,274,044</td>
<td>44,879,467</td>
</tr>
<tr>
<td>C.</td>
<td>Revenues Over(Under) Expenditures (A.3 - B.3)</td>
<td>1,635,844</td>
<td>1,065,830</td>
<td>1,487,801</td>
<td>-2,004,693</td>
</tr>
<tr>
<td>D.</td>
<td>Fund Balance, Beginning</td>
<td>1,729,617</td>
<td>2,917,021</td>
<td>3,982,851</td>
<td>5,469,855</td>
</tr>
<tr>
<td>D.1</td>
<td>Prior Year Adjustments + (-)</td>
<td>-431,009</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D.2</td>
<td>Adjusted Fund Balance, Beginning (D + D.1)</td>
<td>1,298,608</td>
<td>2,917,021</td>
<td>3,982,851</td>
<td>5,469,855</td>
</tr>
<tr>
<td>E.</td>
<td>Fund Balance, Ending (C. + D.2)</td>
<td>2,934,452</td>
<td>3,982,851</td>
<td>5,470,552</td>
<td>3,465,202</td>
</tr>
<tr>
<td>F.1</td>
<td>Percentage of GF Fund Balance to GF Expenditures (E. / B.3)</td>
<td>8.2%</td>
<td>10.1%</td>
<td>12.9%</td>
<td>7.7%</td>
</tr>
</tbody>
</table>

### II. Annualized Attendance FTES:

| G.1  | Annualized FTES (excluding apprentice and non-resident) | 4,467 | 4,110 | 4,278 | 4,414 |

### III. Total General Fund Cash Balance (Unrestricted and Restricted)

<table>
<thead>
<tr>
<th>As of the specified quarter ended for each fiscal year</th>
</tr>
</thead>
</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>25,283,894</td>
<td>59%</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>25,283,894</td>
<td>59%</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>30,591,088</td>
<td>68.4%</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>109,966</td>
<td>88.5%</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>30,791,054</td>
<td>68.4%</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>-5,417,160</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>52,735</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></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>Total Cost Increase %</td>
<td>Total Cost Increase %</td>
<td>Total Cost Increase %</td>
<td>Total Cost Increase %</td>
<td>Total Cost Increase %</td>
</tr>
<tr>
<td>a. SALARIES:</td>
<td>Year 1:</td>
<td>Year 2:</td>
<td>Year 1:</td>
<td>Year 2:</td>
<td>Year 1:</td>
</tr>
</tbody>
</table>

| Year 3: |  |  |  |  |  |  |  |  |
| Year 2: |  |  |  |  |  |  |  |  |
| Year 1: |  |  |  |  |  |  |  |  |

b. BENEFITS:

* 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.)
Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (330) MARIN

Your Quarterly Data is Certified for this quarter.

Chief Business Officer
CBO Name: Albert Harrison
CBO Phone: 415-883-2211
CBO Signature: [Signature]
Date Signed: 5-6-08

Chief Executive Officer Name: Dr. Frances White
CEO Signature: [Signature]
Date Signed: 3/06/08

Electronic Cert Date: 05/06/2008

District Contact Person
Name: Margaret Isozaki
Title: Interim Director of Fiscal Services
Telephone: 415-883-2211
Fax: 415-883-3261
E-Mail: peggy.isozaki@marin.edu
**BACKGROUND:**

On March 18, 2008, the Board of Trustees approved a ground lease with the County of Marin for the Marin County Sheriff Department Substation. The ground lease requires that the County of Marin submit the proposed plans, specifications and exact location for the site improvements to the District for approval, prior to commencement of construction on the project.

The proposed plans, specifications and location information have been provided to the Director of Maintenance and Operations, who is satisfied that the documents meet all requirements of the District and the terms of the agreement. All contracts executed by the County of Marin related to the construction of this substation will comply with the terms of the lease agreement and any contracts executed by the County of Marin will include the Marin Community College District as an additional insured party, by endorsement. Any substantial changes to the final plans are subject to prior written approval by the District.

District staff gave verbal authority to the County of Marin on April 28, 2008 to proceed with the construction of the substation and to coordinate the work with staff due to the concurrent work on the geothermal project.
BACKGROUND:

The Marin Community College District is in the process of updating and aligning the District’s Board Policies with the recommended policies developed through the legal firm of Liebert Cassidy Whitmore in conjunction with the Community College League of California (CCLC). The District is a member of the Board Policy and Administrative Procedure Subscription Service coordinated by the CCLC.

ANALYSIS:

The District’s current Board Policy Manual has not been revised for quite some time. Therefore, the Board Policy Manual is being reorganized and updated to align with the recommended policy information provided by the Policy and Procedure Subscription Service. Fifty-nine community college districts throughout the state are embarking on or have completed this same process.

There are seven chapters of the Board Policy Manual that include the following sections: 1) The District, 2) Board of Trustees, 3) General Institution, 4) Academic Affairs, 5) Student Services, 6) Business and Fiscal Affairs, and 7) Human Resources. The goal will be to review the current Board Policies and align them with the recommended policy information provided by the Policy and Procedure Subscription Service.

Board Policies and Administrative Procedures for Chapters 1 and 2 will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the Board Subcommittee on Policy for suggested revisions. Revisions will then be reviewed as information items at the BP/AP Revision Task Force and College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative procedures will be presented as information items.

Board Policies and Administrative Procedures for Chapters 3 through 7 will undergo administrative review by Dr. Jane Wright and Dr. Frances White. After this review, the new draft will be evaluated by the BP/AP Revision Task Force for suggested revisions. Revisions will then be reviewed as information items at College Council. Once these steps have been completed, finished Board Policies will be submitted to the full Board for first reading and adoption. Administrative Procedures will be presented as information items.

Administrative Procedures 6100, 6150, 6320, 6400, 6530, 6580, 6700, and 6740 are presented herein for information.
FISCAL ANALYSIS:
No fiscal impact for the District.

RECOMMENDATION:
For information only. No action is required.
AP 6100  DELEGATION OF AUTHORITY

References:
Education Code Sections 70902(d), 81644, 81655, and 81656;
Public Contract Code Sections 20651, 20658, and 20659

The Chief Business Officer is delegated authority from the Superintendent/President to supervise budget preparation and management; oversee fiscal management of the District; and contract for, purchase, sell, lease, or license real and personal property, in accordance with Board policy and law. Responsibility for the development of internal policies and procedures consistent with the provision of this regulation remains with the Chief Business Officer. This delegated authority is subject to the condition that certain of these transactions be submitted to the Superintendent/President for review and approval from time to time as determined by the Superintendent/President.

When transactions do not exceed the dollar limits established in the Public Contract Code, the Education Code or other laws pertaining to the taking of competitive bids, the Chief Business Officer or designee may contract for goods, services, equipment, and rental of facilities so long as the transactions comply with law and any limitations or requirements set forth therein. Furthermore, the Chief Business Officer or designee may amend the terms and conditions of any contractual arrangement so long as the total expenditure of funds and period of contract do not exceed the limitations set forth in applicable law or regulation.

NOTE: This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). This policy was reviewed at the November 15, 2007 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by the CC League and the League’s legal counsel)
AP 6150   DESIGNATION OF AUTHORIZED SIGNATURES

References:
Education Code Sections 85232 and 85233

The Chief Business Officer is hereby designated as the District officer authorized to sign warrants or electronically transfer funds on behalf of the District.

Proper documentation regarding signing District warrants shall be filed with the county superintendent of schools.

The Chief Business Officer will withhold approval of District warrants when:
  • Disbursement of the funds will result in the total amounts expended in any major account classification to exceed the amount budgeted.
  • Established procedures have not been followed to permit verification of authenticity of the expenditure.

Also see BP/AP 5420 titled Associated Students Finance

NOTE: This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. This procedure was reviewed at the November 15, 2007 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by the CC League and the League’s legal counsel)
AP 6320 INVESTMENTS

References:
Government Code Sections 53600 et seq.

The Chief Business Officer is responsible for investing the funds of the District that are not required for the immediate needs of the District. Funds so invested shall follow the investment policy approved by the Board of Trustees in accordance with the Government Code Sections cited above.

District funds may be invested as follows:

- County Treasurer's Investment Pool: Investment of District funds may be delegated to the County Treasurer. In accordance with county procedures, District funds may be pooled with other local agencies and invested by the County Treasurer in accordance with the investment guidelines specified by Government Code Section 53635 and investment policies adopted by the County Board of Supervisors.

- State's Local Agency Investment Fund (Government Code Sections 16429.1-16429.3): District funds not required for immediate needs of the District may be remitted to the State Local Agency Investment Fund (LAIF) for the purpose of investment (Government Code Section 16429.1). District funds deposited with the LAIF shall be invested by the State Treasurer in securities prescribed by Government Code Section 16430, or the Surplus Money Investment Fund and as determined by the Local Investment Advisory Board (Government Code Section 16429.2).

- Other Investments: Other investments as permitted by Government Code Sections 53600 et seq., and in particular Government Code Sections 53601 and 53635, may be made by the Chief Business Officer subject to prior approval of the Board of Trustees.

**NOTE** This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). This procedure was reviewed at the March 20, 2008 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by the CC League and the League's legal counsel)
AP 6400  AUDITS

References:
   Education Code Sections 84040(b) and 81644

On or before April 1 of the fiscal year, the Board of Trustees shall approve the selection of an auditor who shall be a certified public accountant licensed by the California State Board of Accountancy.

An auditing firm’s contract shall be for no longer than five years. The audit shall include all funds under the control or jurisdiction of the District. The audit shall identify all expenditures by source of funds and shall contain:
   • A statement that the audit was conducted pursuant to standards and procedures developed in accordance with Education Code Section 84040.5 and
   • A summary of audit exceptions and management recommendations.

Audit reports for the preceding fiscal year must be presented to the Board of Trustees and submitted to the California Community Colleges Chancellor’s Office by December 31.

❖ From current College of Marin Policy 6.0004 titled Annual Audit

(EC 84040; 5 CAC 58300, 58308)

In accordance with statutory requirements and good business principles, the financial activities of the District shall be subject to audit each fiscal year by a firm of Certified Public Accountants.

The audit shall cover the general financial operations of the District, Associated Student Body Fund operations, and the Federal Aid Program operation.

The Superintendent/President shall recommend annually to the Board a qualified firm of Certified Public Accountants to conduct the District’s annual audit and other appropriate accounting and auditing services as required by the Board. The Board shall determine the selection of the independent auditor.
As required by statutory regulations, the Board shall receive by November 15 of each fiscal year the annual audit for the previous fiscal year. This date may be extended to December 31 for justifiable cause upon written request by the auditor and approval by the County Superintendent of Schools (EC-84040).

Also see BP/AP 6740 titled Citizens’ Bond Oversight Committee

Office of Primary Responsibility: College Operations

NOTE: This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. The wording in black ink is from current College of Marin Policy 6.0004 titled Annual Audit adopted on 7/29/81 and revised on 3/12/85. This procedure was reviewed at the March 20, 2008 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by the CC League and the League’s legal counsel)
AP 6530  DISTRICT VEHICLES

Reference:
Title 13, California Code of Regulations, Division 1, Chapter 1

All District vehicles and drivers must comply with the California Vehicle Code and Title 13 (Motor Carrier Safety).

All drivers of District-owned or leased vehicles both on and off campus must have a current license appropriate for the vehicle to be driven.

Any vehicle that carries ten or more persons, including the driver, is defined in the Vehicle Code as a bus. All bus operators must have a current Class I license, a current medical certificate and a current First Aid Certificate.

Should the District purchase buses for student or employee transportation, the District shall keep records of driver's hours, vehicle maintenance, and vehicle inspection records. All of these records must be made available to the California Highway Patrol (CHP). The CHP is required to inspect the records in accordance with state law.

All District vehicles with equipment for transporting the disabled must comply with all applicable laws and regulations regarding such vehicles.

The District shall not operate or lease a 15-passenger van unless the driver holds both a valid class B driver's license, and an endorsement for operating a passenger transportation vehicle issued by the Department of Motor Vehicles.

Any person who is driving a District-provided vehicle which is involved in an accident must immediately report the incident to the law enforcement agency having jurisdiction at the accident location and to the Campus Police. The District shall provide accident reporting forms in each vehicle which must be completed and submitted to the Maintenance and Operations Department.

Vehicles made available to District personnel are for use in the conduct and operation of District business only.

Automobiles owned by the District and operated by district personnel may be replaced after 75,000 miles.
Regular or occasional garaging of District-owned vehicles at any location other than the one assigned is permitted only with prior approval. Home garaging shall meet any one of the criteria listed below:

- Employees whose duties require regular or frequent reporting to locations other than their regular headquarters before or after regular working hours.
- Employees who are regularly or frequently subject to call before or after regular working hours.
- Employees with assigned vehicles who are headquartered at locations lacking secured overnight garaging facilities.
- The Chief Business Officer is responsible for controlling access to and use of all District vehicles assigned to that location.
- The name, home address, employee number, California driver's license number and social security number of any employee to be authorized to drive District vehicles must be submitted to the Chief Business Officer prior to final granting of authorization.

Office of Primary Responsibility: College Operations

NOTE: This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. This procedure was reviewed at the March 20, 2008 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by the CC League and the League’s legal counsel)
AP 6580  EXCAVATIONS OCCURRING IN INDIAN NATIVE AMERICAN MIDDEN AREAS

References:
Health and Safety Code Section 7050.5;

Procedures and practices to protect Native American burial grounds and other archaeological sites shall include at least the following:

- The Superintendent/President or designee will notify Native American tribal representatives, archaeologists, and other appropriate parties prior to authorizing any excavation on either campus. Excavation shall be defined as any action that disturbs existing soil more than six inches below the surface, or more than one inch in areas determined to be extremely sensitive.

- A licensed archaeologist shall assess the potential impact of any proposed excavation, and shall submit a written report to the District within ten days from the notification by the Superintendent/President. If it is determined that there is no significant archaeological impact of the proposed work, this shall be confirmed in writing by the archaeologist and excavation may proceed. If it appears that there is a significant archaeological impact, this shall be documented, and specific mitigation measures shall be developed and implemented in 45 days.

- If deposits of prehistoric or historical archaeological materials are discovered during project activities, all work within 25 feet of the discovery will be redirected until the archaeologist can assess the finds and provide recommendations.

- Project personnel will not collect or move any archaeological material. Adverse effects to such deposits must be avoided by project activities. If avoidance is not feasible, the deposits should be evaluated for their eligibility for listing in the California Register. If the resources are not eligible for listing, avoidance is not necessary. If the resources are eligible, they will need to be avoided by adverse effects or such effects must be mitigated.

- The District will observe Health and Safety Code Section 7050.5 which states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or
disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

NOTE: The information in underlined type is language added by College Operations. This procedure was reviewed at the March 20, 2008 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by College Operations)
AP 6700  CIVIC CENTER AND OTHER FACILITIES USE

References:
Education Code Sections 82537 and 82542;
Public Resources Code Section 42648.3

General Provisions
District facilities are available for community use when such use does not conflict with District programs and operations. Facility use shall be limited to places and time identified by the Chief Business Officer. Except as provided in these procedures, no organizations shall be denied the use of District facilities because of the content of the speech to be undertaken during the use.

The Chief Business Officer is responsible for the coordination and implementation of these procedures. Fees shall be charged by the Chief Business Officer according to the current District Fee Schedule.

All user groups shall be required to provide the District with a hold harmless and indemnification agreement acknowledging that they will be financially responsible for any losses, damages or injuries incurred by any person as a result of their use of the facilities. All user groups shall also be required to provide a certificate of insurance with limits acceptable to the District and/or other proof of financial responsibility acceptable to the District.

Civic Centers
Eligible persons or groups may use district buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for discussion of matters of general or public interest, subject to these rules and regulations.

The groups identified in Education Code Section 82542(a) will be permitted to use District facilities upon payment of the following:

- the cost of opening and closing the facilities, if no District employees would otherwise be available be to perform that function as a part of their normal duties;
- the cost of a District employee's presence during the organization's use of the facilities if it is determined that the supervision is needed, and if that employee would not otherwise be present as part of his or her normal duties;
the cost of custodial services, if the services are necessary and would not have otherwise been performed as part of the custodian’s normal duties; and
the cost of utilities directly attributable to the organization’s use of the facilities.

Except as provided herein, other groups shall be charged an amount not to exceed the direct costs of District facilities. Direct costs shall include costs of supplies, utilities, custodial services, services of any other District employees, and salaries paid District employees necessitated by the organization’s use of District facilities.

The following shall be charged fair rental value for the use of District facilities:

- Any church or religious organization for the conduct of religious services for temporary periods where the church or organization has no suitable meeting place for the conduct of such services.
- Entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the students of the District or for charitable purposes.

The American Red Cross or other public agencies may use District facilities, grounds and equipment for mass care and welfare shelters during disasters or other emergencies that affect the public health and welfare, and the District will cooperate with these agencies in furnishing and maintaining services mutually deemed necessary to meet the needs of the community.

**Rules for Facilities Use**

Requests for use of District facilities must be made at least thirty (30) days in advance of the first date of use being requested. Requests shall be on forms provided by the District. Permission to use facilities shall be granted by the Chief Business Officer.

Permission to use District facilities shall not be granted for a period to exceed one fiscal year. No person or organization may be granted a monopoly on any facility.

Any person applying for use of District property on behalf of any group shall be a member of that group and, unless he or she is an officer of that group, must present written authorization to represent it. Each person signing an application shall, as a condition of use, agree to be held financially responsible in the case of loss or damage to District property.

The District may require security personnel as a condition of use whenever it is deemed to be in the District’s best interests.

No person applying for use of District property shall be issued a key to District facilities.

Subsequent facility requests may be denied on grounds including, but not limited to, abuse or misuse of District property and failure to pay promptly for any damage to District property.
No alcoholic beverages, intoxicants, or controlled substances in any form shall be brought onto the property of the District. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity.

No structures, electrical modifications or mechanical apparatus may be erected or installed on District property without specific written approval by the Chief Business Officer.

All decorative materials, including but not limited to draperies, hangings, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.

Recycling: Large Venues and Events
"Large venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the District per day of operation of the venue facility.

"Large event" means an event that charges an admission price, or is operated by a local agency and serves an average of more than 2,000 individuals per day of operation of the event.

Biennially, by July 1, the District shall meet with recyclers and with the solid waste enterprise that provides solid waste handling services to the large venue or large event to determine the solid waste reduction, reuse, and recycling programs that are appropriate for the large venue or large event. In determining feasible solid waste reduction, reuse, and recycling programs, the operator may do any of the following:

- Develop solid waste reduction, reuse, and recycling rates and a solid waste reduction, reuse, and recycling plan that would achieve those solid waste reduction, reuse, and recycling rates.
- Determine a timeline for implementation of the solid waste reduction, reuse, and recycling plan and solid waste reduction, reuse, and recycling rates.

Priority for the Use of District Facilities
Priority for the use of District facilities will be as follows:

1. Student clubs and organizations
2. Fundraising entertainments or meetings where admission fees charged or contributions solicited are expended for the welfare of the students of the District
3. Parent-teachers' associations
4. School-community advisory councils
5. Camp Fire Girls, Girl Scout troops, and Boy Scout troops
6. Senior citizens' organizations
7. Other public agencies
8. Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes (such as folk and square dancing)
9. Public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

- From current College of Marin Procedure 3.0010 DP.1 titled Facility, Equipment and Service Fee Schedule

<table>
<thead>
<tr>
<th>Facility Description</th>
<th>SPECIAL</th>
<th>NON-PROFIT</th>
<th>COMMERCIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>per hour</td>
<td>per hour</td>
<td>per hour</td>
</tr>
<tr>
<td>College of Marin, Kentfield Campus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>College Center (without food service)</td>
<td>$102</td>
<td>$122</td>
<td>$484</td>
</tr>
<tr>
<td>College Center Mall</td>
<td>10</td>
<td>12</td>
<td>127</td>
</tr>
<tr>
<td>Staff Lounge</td>
<td>33</td>
<td>40</td>
<td>242</td>
</tr>
<tr>
<td>Fine-Arts-Complex</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art-Lecture Room (FA120)</td>
<td>18</td>
<td>22</td>
<td>138</td>
</tr>
<tr>
<td>Choral Rehearsal Hall (FA72)</td>
<td>29</td>
<td>35</td>
<td>299</td>
</tr>
<tr>
<td>Studio Theatre (FA32)</td>
<td>37</td>
<td>45</td>
<td>259</td>
</tr>
<tr>
<td>Make-Up Room (FA34)</td>
<td>15</td>
<td>18</td>
<td>132</td>
</tr>
<tr>
<td>Instrumental Rehearsal Hall (FA75)</td>
<td>29</td>
<td>35</td>
<td>299</td>
</tr>
<tr>
<td>Main Theatre (FA150)</td>
<td>110</td>
<td>132</td>
<td>770</td>
</tr>
<tr>
<td>Classrooms (10-60 capacity)</td>
<td>15</td>
<td>18</td>
<td>121</td>
</tr>
<tr>
<td>Larger Classrooms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fusseman Hall 120</td>
<td>33</td>
<td>40</td>
<td>242</td>
</tr>
<tr>
<td>Olney Hall 96</td>
<td>55</td>
<td>66</td>
<td>385</td>
</tr>
<tr>
<td>Science Center 101</td>
<td>22</td>
<td>26</td>
<td>160</td>
</tr>
<tr>
<td>Library Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TV Studio (LC57) including use of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Master Control Room</td>
<td>61</td>
<td>73</td>
<td>319</td>
</tr>
<tr>
<td>Physical-Education-Complex</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baseball Field</td>
<td>46</td>
<td>55</td>
<td>200</td>
</tr>
<tr>
<td>Football Field</td>
<td>104</td>
<td>125</td>
<td>910</td>
</tr>
<tr>
<td>Gymnasium</td>
<td>79</td>
<td>94</td>
<td>770</td>
</tr>
<tr>
<td>Gymnasium with Dressing Rooms</td>
<td>88</td>
<td>106</td>
<td>880</td>
</tr>
<tr>
<td>Soccer Fields</td>
<td>18</td>
<td>22</td>
<td>189</td>
</tr>
<tr>
<td>Shower Usage (per person)</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Special Activity Rooms</td>
<td>33</td>
<td>40</td>
<td>165</td>
</tr>
<tr>
<td>Special Activity Rooms</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
with Dressing Rooms 52 63 284
***Swimming Pool 25/30 25/30 61
Tennis Courts (per court) 6 6 11
Track 47 57 215
Track with Dressing Rooms 61 73 330

*Rate for Youth Leagues and Feeder Schools
**If rental longer than four hours, refer to Special Rate
***Non-profit long-term rate is $25/hour. Non-profit short-term rate is $30/hour.
****Subject to availability of space under union contract agreements

*SPECIAL **NON PROFIT COMMERCIAL
  per hour rate per hour rate four hour rate

College of Marin, Indian Valley Campus

Campus Green 10 12 127
Graduation Grove 10 12 127

Classrooms (10-60 capacity) 15 18 124

Larger Classrooms
Miwok-229/Music Room 29 35 169
Miwok-181/Studio Theatre 37 45 253
Pomo/Lecture Hall 28 33 160

Physical Education Complex
Tennis Courts (per court) 6 6 11

B. EQUIPMENT RATES
  One Daily Rate

16mm Projector on Cart $55

Slide Projectors
Single Unit w/Remote and Zoom Lens 33
Slide Projector w/A wellensak or Sharp Sync
  Audio Cassette Player for Slide/Tape Presentation 55
Caramate w/ Front Projection (may be used for Slide/Tape
  Presentation if available) 55
Audio Tape Recorders (Cassette Only) 20

Public Address Systems
Podium, P.A., Single Unit w/Built in Mic 24
OH-96 P.A. System w/1 mic
Portable Bogen P.A. w/1 mic

- Each additional Mic (up to 4) 13
VHS Video Playback

49” Color Monitor
Large Screen Video Projector 60
Satellite Dish

Portable Video Production Equipment includes Studio Camera 1610, Recorder 4400, Lighting Kit, Monitor, Cart, Mics, Cables and Connectors 297

Fine Arts/Music Equipment

Piano in Auditorium (Concert and 1 Rehearsal) 44
Piano Tuning (to be done only by College Tuner) Prevailing rate
Platform Risers 61
Standing Choral Risers 61
Acoustics Shell 44

Fine Arts/Main Theatre/Drama Equipment

Basic Sound System/1 mic 30

- 2 mics 44
- 3 mics 50
Basic Sound System Plus Sound Effects Additional $20 fee
Projection Booth/1 Projector including Sound 72

- 2 Projectors including Sound 105

Lighting Equipment/Fine Arts

Lecture Lighting Setup 50
Music Lighting Setup (includes Pit Lights, Music Stand

- Setup and Conductor’s Spot 105
Basic Lighting Setup/6 Acting Areas

- (Color Media not included) 105
Fresnels Ellipsoidals, Scoops, Sunspots 20/ea
Borders, 30 Foot Sections 20

Weekend Parking Lot/Group Rental
(Rates for Friday Evening through Sunday Evening)

1-74 Parking Places 50
75-124 Parking Places 75
125-199 Parking Places 100
200-299 Parking Places 125
300-400 Parking Places 150

C. SERVICE FEE
In accordance with Board Policy 3.0010, all groups using District facilities shall be charged for personnel service required in planning, scheduling, supervision or clean-up associated with events. There also shall be a charge for technical personnel required to carry out events. For personnel required to be physically present at events, there shall be a minimum charge of four hours per event. If personnel are required to work weekends, holidays or hours outside the regular assignment, then the overtime rate shall apply. Category B shall consist each year of the current approved District salary. A non-refundable $30 processing fee will be charged for all facilities use applications.

D. MISCELLANEOUS FEES

Check returned for insufficient funds and invalid credit cards—$15 per incident
Copy charge—15 cents per copy
Learning Resources computer printer charge—10 cents per copy

E. LONG-TERM CONTRACTS

Contracts of this nature will be negotiated on a case-by-case basis.

Office of Primary Responsibility: College Operations

NOTE: This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. The wording in black ink is from current College of Marin Procedure 3.0010 DP.1 titled Facility, Equipment and Service Fee Schedule approved on 5/94 and revised on 3/14/00. This policy was reviewed at the March 20, 2008 Task Force Meeting.

Date Approved:
(Replaces current College of Marin Procedure 3.0010 DP.1)
AP 6740  CITIZENS’ BOND OVERSIGHT COMMITTEE

References:
Education Code Sections 15278, 15280, and 15282;
Government Code Sections 54950 et seq.

The oversight committee shall advise the public as to the Marin Community College District’s compliance with the Proposition 39 requirements as contained in the California Constitution and inform the public about the expenditure of bond revenues, review, and report on the proper expenditures of taxpayers’ money for school construction.

Duties
To implement this charge, the committee will:
- Receive and review copies of the annual, independent performance audit;
- Receive and review copies of the annual, independent financial audit;
- Inspect District facilities and grounds to ensure that bond revenues are expended in properly;
- Receive and review copies of any deferred maintenance proposals or plans developed by the Marin Community College District; and
- Review efforts by the Marin Community College District to maximize bond revenues by implementing cost-saving measures.

Members
The committee shall consist of at least seven (7) members to serve for a term of two (2) years and for no more than two (2) consecutive terms. Members shall serve without compensation.

The committee shall be comprised of at least:
- One member active in a business organization representing the business community located within the District
- One member active in a senior citizen’s organization
- One member active in a bona fide taxpayer’s organization
- One student member who is both currently enrolled in the District and active in a community college group, such as student government. At the discretion of the Board of Trustees, the student may serve up to six (6) months after his or her graduation
- One member active in the support and organization of a District
No employee, official, vendor, contractor, or consultant of the Marin Community College District shall be appointed to the committee.

Assistance
The Marin Community College District shall provide the committee with any necessary technical or administrative assistance, as well as other resources, to publicize its conclusions.

Public Meetings
Meetings shall be open to the public and notice provided in accordance with the provisions of open meetings laws.

Reports
At least once a year the committee shall issue a report on the result of its activities. Minutes from its proceedings, all documents received, and reports issued are a matter of public record and shall be made available on an internet website maintained by the District.

NOTE: This procedure is legally required and uses language recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in underlined type is language added by College Operations. This procedure was reviewed at the March 20, 2008 Task Force Meeting.

Date Approved:
(This is a new procedure recommended by the CC League and the League's legal counsel)