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

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Bob Balestreri at 485-9414. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

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

A. Board Study Session – 3:00 to 4:30 p.m., Ohlone 106, Indian Valley Campus

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

2. Modernization Workshop
   a. Update on Final Environmental Impact Report (3:00 to 3:30 p.m.)
      Amy Skewes-Cox and Mark Kelley
      Responses to Comments and Draft Resolution
   b. District Initiatives for Environmental Impact Report and LEED (3:30 to 4:00 p.m.)
      V-Anne Chernock
   c. Presentation of Final PE Project (4:00 to 4:30 p.m.)
      Kwan Henmi Architects
      Required Changes to Scope, Final Estimate

B. Closed Session – 4:30 p.m. in AS101, 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 Government Code Section 54957.6:
CONFEREE 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 subdivisions (b) of Government Code Section 54956.9:
CONFEREE WITH LEGAL COUNSEL-Potential & Existing Litigation
Five cases – Complaint filed by Ms. Mize-Kurzman under Education Code 87164
Mize-Kurzman vs. MCCD (Marin Superior Court)
S. Rollison vs. MCCD
UPM/Graham vs. MCCD – Grievance Arbitration
UPM vs. MCCD – Retiree Incentive Arbitration

(c) PUBLIC EMPLOYEE DISCIPLINE/DISCUSSION/DISMISSAL/RELEASE/SEPARATION (Government Code Section 54957)

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

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

C. Regular Meeting

1. Call to Order (1 minute)

2. Approval of Minutes (2 minutes)
   - Minutes of September 18, 2007 Board Meeting
   - Report of Closed Session for October 9, 2007

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

4. Board Reports and/or Requests (15 minutes)
a. Commendation Resolutions and Other Resolutions
   None
b. Legislative Report
c. Committee Chair Reports
d. Individual Reports and/or Requests
e. CEO Report to Board on WASC Compliance
f. CEO Report to Board on Compliance with Grand Jury Recommendations

5. Chief Executive Officer’s Report (5 minutes)
a. Staff Reports (45 minutes)
   (1) COMet Update (Al Harrison)
(2) Modernization Update (V-Anne Chernock)
(3) Program Review Update (Anita Martinez)
(4) Enrollment Update (Anita Martinez)
(5) Report on the State’s Budget for Community Colleges and Its Impact on the College of Marin’s Budget (Al Harrison)
(6) Focused Midterm Report to WASC (Bernie Blackman)

6. Academic Senate Report (5 minutes)
7. Classified Senate Report (5 minutes)
8. Student Senate and Student Associations Report (5 minutes)

9. Board Study Session
   None

10. Items for Possible Future Board Agendas (5 minutes)
    a. Shared Use Agreement – Sustainable Horticulture Program at IVC
    b. College of Marin Unfunded Liability Funding Plan (November)

11. Consent Calendar Items (Roll Call Vote) (10 minutes)
    The Superintendent/President recommends that the Board of Trustees approve the following Consent Calendar Items:

    A. Calendar of Upcoming Meetings & Other Special Events

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

    November 7     Regular Meeting – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield
    December 11    Board Holiday Dinner – 5:00 p.m., Pacific Cafe
    December 11    Organizational and Regular Meetings – 6:30 p.m., Staff Lounge, Deedy Student Services, Kentfield

    Other Special Events:

    Tuskegee Airmen Congressional Medal Ceremony and Memorabilia Exhibit – November 11, 3:00 to 5:00 p.m., Fine Arts Theatre Building, Kentfield

    CCLC Annual Convention, November 15-17, San Jose Fairmont

    Marin Economic Commission Eighth Annual Awards of Excellence Luncheon, November 16, 11:30 a.m. to 1:30 p.m., Embassy Suites Hotel, San Rafael

    ASCOM Sponsored Thanksgiving Lunch – November 13, 11:30 a.m. to 1:00 p.m., Internet Café, Indian Valley Campus
All Campus Holiday Party – December 13, 4:00 to 7:00 p.m., Willie’s Café, 799 College Avenue, Kentfield

ASCOM Sponsored Holiday Dinner/Toy Drive – November 15, 5:30 to 7:00 p.m., Kentfield Cafeteria

Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton

College of Marin Commencement – May 17, 2008, 10:00 a.m., Kentfield Campus Lawn

B. **Classified Personnel Recommendations.** Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel

C. **Educational Management Personnel Recommendations**
   1. Appointment and/or Change of Educational Management Personnel

D. **Student and Non-Student Hourly Rate Schedule**

E. **Short-Term Hourly Positions**

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

G. **Warrant Approval**

H. **Declaration of Surplus Property – Miscellaneous Equipment**

I. **Reject Claim – Heather Strom**

12. **Other Action Items (10 minutes)**

   *The Superintendent/President recommends the Board of Trustees approve the following Action Items:*

   A. Approve Resolution for Reserve Operating Principles and Guidelines

   B. **Modernization (Measure C)**
      1. Accept Consultant Candidates for Professional Services:
         DSA Inspectors, Industrial Hygienists & Testing/Inspection Firms
      2. Award/Approve Professional Services Agreements/Amendments
         a. CSW/Stuber-Stroeh Amendment #12
            District Civil Engineer Services (803A) & Supplemental Survey Services for Environmental Landscape Program (Greenhouse & Shade Structure – 850C)
         b. Marcy Wong Donn Logan Architects Amendment #2
            Fine/Performing Arts Projects (306C)
            Topographic & Boundary Survey Corrections
         c. Steinberg Architects Amendment #7
            Program-Wide Planning (808A)
Fine & Performing Arts Projects (306A & 306C)
PE Complex Modernization (308B)
d. Kate Keating Associates, Inc. Amendment #1
   District Signage Consultant Services (812A)
   Transportation Technology Complex Project (402A)
   and Main Building Complex (417A)
   Project signage design

e. VBN Architects Amendment #3
   Main Building Complex Project (417A)
   Design services for revised building foundation system

f. New Professional Services Agreement with Sensible Environmental Solutions, Inc.
   Performing Arts Modernization (306A)
   Industrial Hygienist Services

g. New Professional Services Agreement with Kleinfelder, Inc.
   PE Complex Portables Project (850F)
   Testing & Inspection Services

h. New Professional Services Agreement with QA Consultants, Inc.
   PE Complex Portables (850F)
   DSA Inspector Services

i. New Professional Services Agreement with Gary Proctor Construction
   Consultation
   POMO 4 Roof Replacement (402B)
   DSA Inspector Services

3. Approve Lease Agreement
   a. PE Portables (850F)
      Lease of portables for swing space

4. Award Construction Contract
   a. Old Science Roof Repair (850E)
      New construction contract

5. Approve Project/Authorize Bidding
   a. PE Complex Modernization (308B)

6. Accept Standards
   a. Information Technology (IT) and Security Standards
   b. Signage Master Plan

C. Approve MCCCD Classification and Compensation Study Consultancy Agreement

13. Information Items (5 minutes)


14. Correspondence
    Correspondence in Board Packets

15. Board Meeting Evaluation (5 minutes)

16. Adjournment
Sustainability

A Commitment over Time
October 9, 2007

The Global Vision

- Stop global warming
- Reduce greenhouse gases by 80% by mid-century
- Zero carbon footprint
- Off the grid
- Climate neutral
- Renewable energy

Our Sustainability Components

- Board resolution
- Renewable energy study
- LEED certification
- Environmental Impact Report
- Presidents Climate Commitment
Board Resolution 2004-720-12a

☐ Make facilities into models of efficiency
☐ Build projects to LEED – at least certified
☐ Develop an Environmental Stewardship Building Design and Implementation Plan
☐ Seek financial incentives
☐ Report to the Board annually

Renewable Energy Study

☐ Background
☐ Related photovoltaic projects
☐ Installers and other system vendors
☐ Grants, rebates and incentives
☐ Demand response / capacity bidding
☐ Financing options
☐ Next steps

LEED Certification

☐ Types of certification:
  ▪ New Construction (NC)
  ▪ Existing Building (EB)
  ▪ Commercial Interiors (CI)
☐ Point system:
  ▪ Certified
  ▪ Silver
  ▪ Gold
  ▪ Platinum
Environmental Impact Report

- Evaluate by categories
- Identify impacts
- Identify Mitigation Measures
- Select Preferred Project / Alternative
- Monitor mitigation throughout project

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Presidents Climate Commitment

- Institutional structure (11/15/2007)
- Tangible actions*
- Greenhouse gas inventories (9/15/2008)
- Final climate action plan (9/15/2009)

*Next page

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What are the tangible actions?

- Build to a minimum of LEED Silver
- Purchase only ENERGY STAR products
- Offset air travel greenhouse gasses
- Encourage public transportation
- Purchase 15% renewable energy
- Support endowment shareholders
- Participate in RecycleMania
What are the tangible actions?

- Build to a minimum of LEED Silver
- Purchase only ENERGY STAR products
- Offset air travel greenhouse gases
- Encourage public transportation
- Purchase 15% renewable energy
- Support endowment shareholders
- Participate in RecycleMania

What does the bond cover?

- PE photovoltaics
- Most LEED-NC credits
- Some LEED-EB credits
- Most EIR mitigation

What does the bond not cover?

- Additional photovoltaics beyond PE
- Presidents Climate Commitment
- Ongoing operational activities
- Board policies
- Programs and procedures
- Reporting
Ongoing Operational Activities

- Animal and vegetation pest control
- Fertilizer use
- Cleaning of building exterior
- M&O staff training
- Waste reduction

Board Policies

- Mercury-containing light bulbs
- Environmental tobacco smoke control
- Sustainable purchasing

Programs and Procedures

- Alternative fuel vehicle and carpool/vanpool promotion programs
- Best practices equipment preventive maintenance program
- Recycling program
Reporting (typ. quarterly)

☐ Building systems monitoring
☐ Cost data on building operations
☐ Cost data on sustainable product purchases
☐ Absenteeism and health care cost reduction

Overlapping Initiatives

PV
EIR
LEED
PCC

Overlapping Initiatives

Resolution
PCC
EIR
PV
LEED
PCC / Photovoltaics

- Purchase or produce at least 15% of our institution's electricity consumption from renewable sources

PCC / LEED

- Adopt 3 or more associated measures to reduce waste

- Conduct a waste stream audit, then develop and implement a waste reduction policy

PCC / EIR / LEED

- Encourage use of and provide access to public transportation

- Create a Transportation Demand Management Plan

- Implement an alternative fuel vehicle and carpool/vanpool promotion program
LEED / EIR

- Bioswales
- Captured rainwater
- Reduced runoff
- Pervious surfaces
- Erosion and sediment control
- Stormwater pollution prevention

Who will this require?

- Board of Trustees
- LEED Coordinator
- Maintenance & Operations
- Modernization Team
- Communications Department

Who will this require?

- Fiscal Services
- Human Resources
- Information Technology
- Consultants
- Faculty
Who will this require?
- President's Sustainability Task Force

Cost?
- Dedicated staff
- Some consulting fees
- Payback on photovoltaics (from savings)

Next Steps
- Follow up on photovoltaic study
- Endorse staffing requirements
- Applaud commitment!
A REPORT ON RENEWABLE ENERGY AND PHOTOVOLTAICS

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  College of Marin Photovoltaic Study 1
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Marin Community College District
Measure C Bond Modernization Program

A REPORT ON RENEWABLE ENERGY AND PHOTOVOLTAICS

INTRODUCTION

On January 30, 2007 the Board of Trustees of the Marin Community College District ("Board" or "BOT") asked the District to "...bring financing options for renewable energy to a future Board meeting." This report constitutes the District’s response to that request and identifies next steps required to move the initiative forward.

BACKGROUND

Initial Commitment

Concurrent with developing the Measure C bond modernization program in 2004, the Board of Trustees committed the District to plan, build and fund projects that would reduce the District’s energy consumption. Various documents developed since July 2004 include the following statements of commitment to sustainability:

1. Guiding Principles for Sustainable Architecture, Appendix G of 3D/I Facilities Master Plan, July 2004:
   - "...build photo voltaic roofs...."

2. Board of Trustees resolution 2004-7-20-12b, July 20, 2004:
   - "...models of energy, water, and material efficiency, while providing healthy, productive and comfortable indoor environments and long-term benefits...."
   - "...include such measures as site orientation, energy efficient envelope, lighting and space conditioning; water efficiency; waste management; materials resource efficient; and heat island mitigation measures...."
   - "...follow resource-efficient design criteria...."
   - "...incorporate the maximum criteria feasible and achieve the 26-point minimum based on the LEED Rating System...."

3. Bond language, November 2004 (Titled “College of Marin Job Training, Classroom Preservation, Environmental, Safety Improvement Measure”):
   - "...using environmental building practices...."
   - "...most critical needs and the most urgent and basic repairs that will make both campuses clean and safe for learning...."
   - "...scaled back the project list to use bond funds only for those projects which directly impact the quality of student learning...."
   - "...employ “green building” techniques that are energy efficient, environmentally responsible and will pay for themselves over time" (seventh of seven Board determinations)
   - "...increase energy efficiency...."

\footnote{BOT meeting minutes, January 30, 2007}
Marin Community College District
Measure C Bond Modernization Program

- "...repair, replace and upgrade electrical and mechanical systems to reduce energy consumption and utility bills..."

4. Bond project list prepared by BOT members, Fall 2004
   - Add 3% to each project for LEED-specific scope items (i.e. items that earn LEED points but are not otherwise incorporated into base work)

5. BOT workshop, January 24, 2006:
   - "...clean generation, carbon neutral, 30% goal (active solar, fuel cell, cogeneration, passive solar)."

6. Basis of bond spending plan, approved by Board October 2006:
   - Reach at least LEED certification on all projects and consider at least one new building for a higher rating
   - Budget 3% into each project for LEED-specific scope items as noted above

College of Marin Photovoltaic Study

To further investigate the possibilities of photovoltaic systems as a means of producing electricity for the College of Marin, the District commissioned its mechanical / electrical / plumbing (MEP) consultant, AlfaTech Cambridge (ATC), to conduct a study of the District’s power and space requirements for photovoltaic systems on both campuses.\(^2\) That report is summarized as follows, based on a desired goal of producing 50% of each building’s total electricity needs.

- **Current Power Costs.** The District’s total electricity cost for Fiscal Year 2005-2006 was approximately $730,000. Because individual buildings are not metered, annual power costs for each building are not available.

- **Future Load for Modernized Buildings.** The ATC study calculated loads and costs for six facilities after modernization: PE Complex, Performing Arts, Fine Arts and Science / Math / Central Plant at Kentfield, and Main Building and TransTech Complex (two buildings) at IVC. The calculated 50% load for these buildings after modernization is 2,075 megawatts.

- **Projected Costs.** The projected installed (construction) cost of a 50% photovoltaic system for the six modernized facilities after incentives and rebates is approximately $18 million. The installed cost is based on a unit price of $8.75 per watt.\(^3\) A projected total cost, adding structures (assuming that roof space is insufficient to reach 50%), escalation (8% a year) and support costs (30%), is up to $30 million.

- **Incentives and Rebates.** Incentives for a 50% photovoltaic system were calculated at approximately $3 million.

- **Payback Periods.** The projected return on a seven-building project, paid entirely from savings, ranges from 47 to 81 years depending on the building (systems that need external structural supports will have a longer payback period).

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\(^2\) The ATC report was presented to the Board of Trustees in February 2007 and is available for review as needed.

\(^3\) Unit price was provided to ATC by High Sun Engineering based on recent bids from SolarCraft and other contractors.
Marin Community College District  
Measure C Bond Modernization Program

**PE Complex Photovoltaic Installation**

On November 14, 2006, the Board directed the District to include, in its Kentfield PE Complex modernization plans, "renewable energy to service 50% of the Complex utility demands."\(^4\) The modernization team used the following data to develop its plan for a photovoltaic installation at the facility.

- **Renewable energy options**
  - Hydrogen fuel cells
  - Biodiesel
  - Ethanol
  - Methane
  - Hydroelectric
  - Wind power
  - Solar power (photovoltaics)

- **Technical considerations for photovoltaics (assumed for this study to be the renewable energy option of choice)**
  - Photovoltaic solar panels (current technology)
    - Require sufficient structure to support weight
    - May be placed on roof, trellis, or ground
  - Photovoltaic thin-film
    - Emerging technology
    - Light weight, no structural upgrades required

- **Cost estimate for ~50% power generation by standard technology photovoltaics (based on ATC presentation to Board November 14, 2006)**
  - $1.4 million for panels
  - -$400,000 potential rebates and incentives
  - $1.8 million after rebates but including structure (construction estimate only)
    - Roof structure also delays project, at additional cost
    - Trellis structure might be less expensive
  - Total anticipated cost **$2.3 million** (PE, panels only, construction cost)

In February 2007, the Board approved a revised Bond Spending Plan that included a **$4.34 million** project-level sub-budget for the installation of a photovoltaic system on "umbrella" shade structures in the parking lot of the PE Complex. This budget includes the panels, structure, and associated support costs.

**The Presidents’ Climate Commitment and the Clinton Climate Initiative**

In June 2007, President White signed the American College & University Presidents’ Climate Commitment (APUPCC), an initiative designed to "address global warming by garnering institutional commitments to neutralize greenhouse gas emissions, and to accelerate the research and educational

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\(^4\) BOT meeting minutes, November 14, 2006
efforts of higher education to re-stabilize the earth’s climate.” The APUPCC in turn has invited its members to participate in the Clinton Climate Initiative (CCI), which is offering APUPCC members a total of $100 million to finance energy efficiency projects. The CCI will use four named ESCOs (Honeywell, Johnson Controls, Siemens and Trane) to develop and fund eligible projects. The District has expressed an interest in participating and will be receiving additional information as the program progresses.

Butte-Glenn Community College Sustainability Conference

On August 3 and 4, 2007, District personnel attended the First Annual “This Way to Sustainability Conference” at Butte-Glenn Community College in Oroville. Session topics included LEED, commissioning, funding options, and a tour of the campus (including the college’s photovoltaic array). Copies of the presentations will be available on the Butte College website.

Applicable California Codes

California Government codes related to developing energy supply sources (4217.10 – 4217-18) and contracting for such systems (5956-5956.10) are on file for review as needed.

RELATED PHOTOVOLTAIC PROJECTS

Large (> 1 mW) Installations

According to the California Energy Commission, at least 67 large (> 1 megawatt) photovoltaic systems were in place in California as of January 2006. The Association for the Advancement of Sustainability in Higher Education (AASHE) identified approximately 100 colleges and universities nationwide containing photovoltaic installations ranging in size from less than a kilowatt to approximately 1 megawatt. These and other public information sources have identified four large projects on higher education campuses in California as most similar to the desired College of Marin installation. A fifth large project is underway by a K-12 district.

Napa Valley College installed a 1.2 megawatt photovoltaic system in 2005, designed and installed by PowerLight Corporation. The system has 5,565 solar panels on pedestals covering 150,000 square feet in a field near the Napa River. It supplies approximately 40% of the college’s electricity load and cost approximately $7.5 million (including $3.5 million in PG&E incentives).

Butte-Glenn Community College, Oroville, installed a 1 megawatt system in 2005, designed and engineered by SPG Solar. The system cost $7.4 million (with a $3.7 m PG&E rebate) and contains 5,700 panels on four acres of land. It handles approximately 30% of the college’s electricity needs.

California State University, East Bay, installed a 1 megawatt system in 2005, designed and installed by PowerLight Corporation. The system covers 75,000 square feet and supplies up to 30% of the university’s electricity needs.

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5 www.presidentsclimatecommitment.org
6 www.clintonfoundation.org
7 This program may or may not include photovoltaic installations. The projects will be identified by the energy audits. See below for a discussion of ESCOs.
8 Bob Thompson and Don Flowers
9 www.energy.ca.gov/renewables/large-solar-pv.html
10 www.aashe.org/resources/solar_campus.php
Marin Community College District
Measure C Bond Modernization Program

Los Angeles Community College District is in the process of installing a 9 megawatt photovoltaic system that is expected to take its nine-campus district "off the grid."11 The project is part of the District's $2.2 billion bond modernization and sustainable development program, and is reported to cost between $7 and $9 million.12

The San Diego City School District is installing building integrated photovoltaic (BIPV) systems13 supporting approximately 7% of the power requirements of its 250 schools. The system is being financed by GE Commercial Finance Energy Financial Services under a Power Purchase Agreement (PPA) owned by UPC Solar and installed by Solar Integrated. The first 17 installations are expected to produce almost 5 megawatts of power and will cover approximately 1 million square feet of roof space.

Table 1. Large Photovoltaic Installations

<table>
<thead>
<tr>
<th>Summary</th>
<th># of Panels</th>
<th>mW</th>
<th>Square Feet</th>
<th>% of power needs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Butte College</td>
<td>5700</td>
<td>1</td>
<td>4 acres</td>
<td>30%</td>
</tr>
<tr>
<td>Napa Valley College</td>
<td>5600</td>
<td>1.2</td>
<td>150,000</td>
<td>40%</td>
</tr>
<tr>
<td>Cal State East Bay</td>
<td>n/a</td>
<td>1</td>
<td>75,000</td>
<td>30%</td>
</tr>
<tr>
<td>LA CCD</td>
<td>n/a</td>
<td>9</td>
<td>n/a</td>
<td>100% (daytime)</td>
</tr>
<tr>
<td>San Diego City Schools</td>
<td>BIPV</td>
<td>5</td>
<td>1,000,000</td>
<td>7%</td>
</tr>
</tbody>
</table>

**Local (Kentfield Area) Installations**

Several agencies, groups, and vendors in Marin County support the installation of photovoltaic panel systems in the county, both residential and institutional, ranging from less than 20 kW to approximately 200 kW. Examples of photovoltaic installations in the immediate neighborhood include:

- Bacich Elementary School    (240 kW, 972 panels)
- Kent Middle School          (197 kW, # panels n/a)
- Ross Valley School District  (four installations ranging from 23 to 150 kW, # panels n/a)
- Woodlands Market            (119 kW, 746 panels)

**COM Compared with Other Systems**

**Size Comparisons**

Comparing the College of Marin's 50% requirements to similar large installations and other local installations yields the following comparative information (sorted by size of installation, largest first):

Table 2. Comparison of Photovoltaic Systems

<table>
<thead>
<tr>
<th>Summary</th>
<th>mW</th>
<th>% of power needs</th>
</tr>
</thead>
<tbody>
<tr>
<td>LA CCD</td>
<td>9</td>
<td>100% (daytime)</td>
</tr>
<tr>
<td>San Diego City Schools</td>
<td>5</td>
<td>7%</td>
</tr>
<tr>
<td>College of Marin</td>
<td>2.1</td>
<td>50% of affected buildings</td>
</tr>
<tr>
<td>Napa Valley College</td>
<td>1.2</td>
<td>40%</td>
</tr>
<tr>
<td>Butte College</td>
<td>1</td>
<td>30%</td>
</tr>
<tr>
<td>Cal State East Bay</td>
<td>1</td>
<td>30%</td>
</tr>
</tbody>
</table>

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11 A copy of LACCD's Request for Qualifications and Proposals for its renewable energy program is on file.
12 At $.1 /watt, the reported cost of this proposed system is significantly lower than the industry standard.
13 A white paper on thin film technology (prepared by the National Renewable Energy Laboratory and the Department of Energy) is available on file.
Cost Comparisons

According to the AlfaTech Cambridge study, "the PV industry generally uses dollars per watt for discussing prices." The study further states, "Typical subcontractor prices for PV systems installed in 2006 ... were around $7 to $8/watt ... excluding incentives, rebates, design fees, general contractor costs or design-build markups, battery backup systems, and special standalone mounting systems."

The two most comparable systems list above, Butte-Glenn Community College and Napa Valley College, report installed costs of their systems (in 2005) at $7 and $6.50/watt, respectively. The projected installed cost for a system at College of Marin is $8.75/watt, which takes into account a significant recent spike in the cost of steel, general inflation, size of project and a prevailing wage requirement.

INSTALLERS AND OTHER SYSTEM VENDORS

Designers, suppliers and installers of photovoltaic systems may work independently or with an ESCO or PPA firm; they may provide standard crystalline or thin-film technology.

Standard Crystalline Vendors

The following design/supply/install vendors of standard crystalline systems (listed alphabetically) are based locally, have installed local photovoltaic systems, and/or have expressed an interest in or been recommended to the College of Marin.

3rd Rock Systems & Technologies, Inc. is "a leading developer of renewable energy projects providing consultancy, system design, implementation, certification, performance monitoring, maintenance, and financing for renewable energy systems." From its local office in Burlingame, the firm includes school photovoltaic installation as a specialty.

Borrego Solar "specializes in commercial, residential and public sector turnkey, grid-connected solar electric systems." The firm has offices in Berkeley, San Jose and San Diego and provides "installation and support throughout California." Borrego does not list any college projects in its website portfolio, but shows a 3 megawatt installation on a Caltrans building in San Diego.

PowerLight is "the leading global provider of large-scale solar power systems." PowerLight is wholly owned subsidiary of SunPower Corporation with corporate headquarters in Berkeley.

Solar Design Associates is "North America’s oldest, largest, and most respected building design firm dedicated to the artistic integration of solar energy in homes and buildings." Based in Massachusetts, the firm does not build or install photovoltaics per se, but designs integrated building / PV systems and
Marin Community College District
Measure C Bond Modernization Program

provides consulting services to other architects. The firm’s founder, Steven Strong, was recommended to
the District as a potential resource.

SolarCraft Solar Energy Experts is “a full service design-build-engineering firm with the industries
[sic] highest expertise in solar systems design, engineering, installation and service.”\(^{18}\) Based in Novato,
the firm offers both solar pool heating and solar electrical systems.

SPG Solar is based in San Rafael. They list themselves as “the industry’s most experienced developer,
designer and installer of solar photovoltaic (PV) systems…”\(^ {19}\) SPG Solar reportedly partners with
Honeywell for ESCO financing.

*Building Integrated Photovoltaic (BIPV) Vendors*

One thin-film producer has been referred to the District. Solar Integrated Technologies, Inc. is a
“leading provider of building integrated photovoltaic (BIPV) roofing systems.”\(^ {20}\) The firm is based in
Los Angeles but has a global presence. Its San Diego City Schools project is described above.

*Installers’ Projects Summarized*

Installers of the large and local systems described above are summarized below (sorted by installer).

<table>
<thead>
<tr>
<th>Installer</th>
<th>Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>3rd Rock Systems &amp; Technologies</td>
<td>Ross Valley Schools</td>
</tr>
<tr>
<td>PowerLight</td>
<td>Napa Valley College</td>
</tr>
<tr>
<td>PowerLight</td>
<td>Cal State East Bay</td>
</tr>
<tr>
<td>Solar Integrated (PPA)</td>
<td>San Diego City Schools</td>
</tr>
<tr>
<td>SolarCraft</td>
<td>Woodlands Market</td>
</tr>
<tr>
<td>SPG Solar</td>
<td>Butte College</td>
</tr>
<tr>
<td>SPG Solar</td>
<td>Bacich Elementary School</td>
</tr>
<tr>
<td>SPG Solar</td>
<td>Kent Middle School</td>
</tr>
<tr>
<td>TBD</td>
<td>LA CCD</td>
</tr>
</tbody>
</table>

Table 4 (attached) summarizes all the above data into one master table.

*Other Resources*

The following knowledgeable individuals have been referred to the District about renewable energy
programs:

- Juliette Anthony 507-9147 (referred by Trustee Brockbank)
- Tim Rosenfeld 389-1348 (Marin Energy Management Team; referred by Trustee Brockbank)
- Jeff Oldham 707-743-1816 (referred by Sim Van der Ryn)
- Gwen Johnson 415-499-7309 (Marin Solar Program Coordinator)

\(^{18}\) www.solarcraft.com
\(^{19}\) www.spgsolar.com
\(^{20}\) www.solarintegrated.com
GRANTS, REBATES, AND INCENTIVES

Members of the Measure C bond modernization team met on April 10, 2007 with officials from the State Chancellor’s Office and representatives of PG&E and the California Energy Commission to hear about various available programs. The District is currently pursuing all available sources of such funding for the photovoltaic system being installed at the Diamond PE Center. For projects financed by ESCOs or PPAs, the grants, rebates or incentives will go to the developer of the system.

Other materials collected to date on the subject of grants, rebates and incentives include the following:

- PowerPoint slides from statewide videoconference on the CCC/IOU Energy Efficiency Partnership, March 27, 2007
- ATC study on photovoltaics prepared for Board of Trustees, January/February 2007 (report and PowerPoint slides)
- Database of State Incentives for Renewables and Efficiency (DSIRE): www.dsireusa.org
- PowerPoint slides from Energy Conservation Presentation to CCLC by Southern California Edison, November 16, 2006

DEMAND RESPONSE / CAPACITY BIDDING PROGRAMS

Demand Response or Capacity Bidding programs allow entities to curtail their electricity consumption when notified that supply is critical, in return for rebates and other energy review services. The District has entered into a demand response agreement with EnerNOC, who manages more than 1,000 megawatts of electrical demand nationwide.

FINANCING OPTIONS

In addition to grants, rebates and incentives (discussed above), an owner has several options for financing renewable energy, energy reduction, or, specifically, photovoltaic installations. Standard options include

- Straight bank loans
- Straight equipment leases
- Tax-exempt leases
- Taxable leases
- Certificates of participation
- Utility services agreements
- Clean Renewable Energy or standard General Obligation bonds

Two other types of energy project financing, commonly known as ESCO agreements and PPAs, are discussed in more detail below.

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21 An earlier meeting on January 24, 2007 with PG&E, arranged by ATC, covered most of the same PG&E materials
Energy Service Companies

An Energy Service Company, or ESCO, is a business that develops, install, and finances projects design to improve the energy efficiency and maintenance costs for facilities over a seven to 10-year time period. ESCOs generally act as project developers for a wide range of tasks and assume the technical and performance risk associated with the project. Typically, they offer the following services:

- Develop, design and finance [underscore added] energy efficiency projects
- Install and maintain the energy efficient equipment involved
- Measure, monitor and verify the project’s energy savings; and
- Assume the risk that the project will save the amount of energy guaranteed.

These services are bundled into the project’s cost and are repaid through the dollar savings generated [underscore added].

The NAESCO website lists 16 “ESCO providers” for public schools. Five of those firms have expressed interest in working with the District. They are:

- **AMERESCO**, Framingham, Massachusetts* (Dick Good, 1-916-947-7534)
- **Chevron Energy Solutions**, Overland Park, Kansas (Mark Schneider)
- **Honeywell International Inc.**, St. Clair, Michigan (Sherry Lindsay, 1-800-630-7159)
- **Johnson Controls, Inc.**, Milwaukee, Wisconsin* (Michael Yambrach, 1-858-614-8541)
- **Siemens Building Technologies**, Buffalo Grove, Illinois* (Pam Wallace, 1-510-258-8451)

Three of these firms (Honeywell, Johnson Controls and Siemens) have joined **Trane** as partners in the Clinton Climate Initiative (see section above).

Other firms who offer financing for photovoltaics but are not members of NAESCO include:

- **GE Commercial Finance Energy Financial Services**; financed a large photovoltaic installation for the San Diego City Schools
- **Parsons/3DI**; developed original master plan for COM’s 2004 Measure C bond

The marketing materials provided to the District by three of these ESCOs identify the following relevant experience with photovoltaic systems:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Photovoltaic Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMERESCO</td>
<td>Shoreline Public Schools, 1 kW; LACCD, 2 systems 285 kW and 325 kW; K-12 schools throughout NY – 200 kW</td>
</tr>
<tr>
<td>Johnson Controls</td>
<td>8-acre farm, 29 Palms; Elementary School, CA; Denver Federal Center, Denver, CO; Sonoma County Office of Education; Willits Unified School District; Ft. Sam Houston Medical Center, TX</td>
</tr>
<tr>
<td>Siemens</td>
<td>2.3 mW (overseas; sold solar company)</td>
</tr>
</tbody>
</table>

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21 The firms with asterisks accepted an invitation from the District to present their qualifications to the modernization team on March 23, 2007.


Marin Community College District
Measure C Bond Modernization Program

Power Purchase Agreements

A power purchase agreement is an arrangement wherein third-party owners to install, finance and own a solar project and sell electricity to the customer. Solar Power Partners, Inc. (SPP™), for example, is a “developer, owner, and manager (DOM) of a distributed network of mid-size commercial Solar Energy Facilities (SEF) that [they] remotely manage from a central location. SPP™ provides an innovative turn-key performance based service (PBS™) that bundles development of SEF, financing through a Power Purchase Agreement (PPA), and on-going operations tailored to meet building owner’s specific needs.”

Similarly, UPC Solar, based in Chicago, “designs, builds, finances, owns and operates solar power systems and sells solar electricity ... under long-term power purchase agreements.” This “renewable energy development company” is a partner of Solar Integrated Technologies and has financed the San Diego City Schools project through GE Commercial Finance Energy Financial Services.

Another provider of PPAs is MMA Renewable Ventures, a national firm with two projects in northern California.

A conference on Power Purchase Agreements is scheduled for September 24-27, 2007 in Long Beach.

NEXT STEPS

In order to proceed with financing another photovoltaic installation at the College of Marin, the Board will need to:

1. Determine an appropriate size and type for the installation (mW, % of load, type of panel, square footage desired) based on comparable projects (such as those listed above)

2. Determine the type of funding desired (ESCO or PPA?)

3. Screen, interview and select a finance company from the list above (or elsewhere if desired)

4. Negotiate an energy service or power purchase agreement with the selected firm

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24 www.solar-powerpartners.com
25 www.upcsolar.com
26 Fetzer Vineyard, Hoplands; PVUSA, Davis; and Estee Lauder, Oakland. The firm also lists two school projects in Texas
LEED EB Certification for Existing Buildings
PE Complex Owner Requirements
October 2007

LEED-EB is “a method for building owners and operators of existing buildings to implement sustainable operations and maintenance practices and reduce the environmental impact of a building over its functional life cycle.” Unlike LEED-NC (New Construction), wherein the majority of credits are earned through design and construction, LEED-EB includes many credits of an operational nature, requiring an owner’s commitment to staff and fund enhanced operations over the life of the certification, which can extend up to five years, followed by re-certification indefinitely.

One building on the Marin Community College District’s Kentfield campus – the Diamond PE Complex – is currently registered for LEED-EB. Moreover, LEED-NC certification on other projects will expire in five years. The District may then certify those buildings for LEED-EB to maintain the District’s sustainability commitment.

Resources Needed

Several District entities will need to participate in the development and maintenance of LEED-EB certification for the PE Complex. These include, but are not necessarily limited to the following:

- **The Board of Trustees** will be asked to approve new or revised Board policies and procedures supporting various EB credits, and to authorize funding for additional resources (e.g., staff, software, consultants) to maintain the credits for the life of the certification.

- A District-employed **LEED Coordinator** is recommended as a single point of contact and control for all LEED activities, both NC and EB, both District-led and construction-related, throughout the modernization program, for the life of the certification, and into re-certification activities. This individual must be or become an Accredited LEED Professional.

- **Maintenance & Operations** will be expected to perform enhanced maintenance for many of the listed EB credits for the life of the certification. Monitoring and reporting enhanced maintenance activities may also require additional administrative staff.

- **Modernization** will need to (1) coordinate the District’s EB credit activity with the buildings’ architects, who are responsible for registering the PE Complex, and (2) provide facility upgrades that are needed to complete the certification.

- **Communications** may be called on to assist with the development of marketing materials for credits impacting students, staff and faculty.

- **Fiscal Services** will be asked to provide and/or maintain historical and ongoing financial data for certain credits for the life of the certification. Some of this activity also relates to purchasing practices.

- **Human Resources** may be asked to provide historical and ongoing data related to employee absenteeism and health care for the EB credit related to productivity.

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Marin Community College District  
Measure C Bond Modernization Program

- **Human Resources** may be asked to provide historical and ongoing data related to employee absenteeism and health care for the EB credit related to productivity.

- **Information Technology** may be asked to assist with development of enhanced maintenance and energy management software.

- A **mechanical/electrical/plumbing (MEP) engineer and other consultants** may be retained to assist in development and monitoring of some EB credits.

- **Faculty** will be called on to help develop and maintain innovative educational programs about sustainability, for additional EB credits.

**Board Policies**

LEED-EB credits for the PE Complex include new or updated Board policies for at least the following:
- Erosion and sediment control
- Waste reduction
- Mercury-containing light bulbs
- Sustainable purchasing
- Occupant recycling
- Environmental tobacco smoke control
- Low environmental impact cleaning and pest management

**New or Enhanced Programs / Procedures**

LEED-EB credits for the PE Complex include new or updated programs and procedures for at least the following, as well as procedures for the above-listed policies. These programs and procedures must be written, implemented, monitored, and reported periodically for the life of the certification.
- Low-impact site and green building exterior management plan
- Best practices equipment preventive maintenance program
- Alternative fuel vehicle and carpool/vanpool promotion programs
- Recycling program
- Sustainable purchasing program

**Training / Monitoring / Data Collection**

LEED-EB credits for the PE Complex include at least the following additional training, monitoring and data collection activities:
- Minimum 24 hours of training for building maintenance and operations personnel
- Building systems monitoring (temperature, humidity and CO2)
- Enhanced metering (lights, water, chillers, boilers, motors, air, ventilation)
- Cost data on building operations
- Cost data on sustainable product purchases
- Absenteeism and health care cost reduction
- Sustainable cleaning activities
Special Tasks

LEED-EB credits for the PE Complex include at least the following specific special tasks performed by outside parties or consultants:
- Building performance emission reduction using a third-party voluntary certification program
- Waste stream audit
- Recycled materials disposal
- Existing building commissioning (already under contract)

Summary

Kwan Henmi Architects has registered the PE Complex for EB certification. To achieve any level of certification for this building, at least 32 points must be earned. Without District participation, the maximum score available through modernization is estimated to be 31 credits. District participation is mandatory to certify the PE Complex.

Next Steps

The District will take steps necessary to achieve LEED-EB certification for the PE Complex, including but not limited to (1) hiring or retaining an individual to serve as permanent District LEED Coordinator, and (2) providing sufficient additional resources (funding and/or staffing) to maintain certification for up to five years.
Marin Community College District
Measure C Bond Modernization Program

APPENDIX A
LEED-EB DISTRICT-EARNED CREDITS

The following list is extracted from the LEED-EB Reference Guide and the LEED checklists developed by architects for the PE Complex. It summarizes those credits for which the District must take primary responsibility during and after modernization. The District must also take secondary responsibility for quarterly inspection and monitoring and reporting on other credit activity through the life of the certification.

District-led credits that are also included in the NC certification list are noted for information purposes.

Sustainable Sites

Credit SS 1 – Green Site and Building Exterior Management

The District must develop and implement a low-impact site and green building exterior management plan that addresses the following topics. One point is earned for each four items; eight items will earn the maximum of two credits.

1. Maintenance equipment
2. Plantings
3. Animal and vegetation pest control
4. Landscape waste
5. Irrigation management
6. Fertilizer use
7. Snow removal (where applicable)
8. Cleaning of building exterior
9. Paints and sealants used on building exterior
10. Other maintenance of the building exterior

Credit SS 3.3 – Alternative Fuel Vehicles

The District must promote the use of alternative fuel vehicles for building occupants, and implement at least one of three listed options. Option C is considered the most viable for the District at this time:

- Provide preferred parking program for hybrid or alternative fuel vehicles for at least 3%\(^2\) of total vehicle parking capacity, increasing up to 10% or more to meet demand. Includes active marketing efforts and quarterly monitoring.

Credit SS 3.4 – Car Pooling and Telecommuting

The District must implement a car/van pool program or an occupant telecommuting program. Since telecommuting is unlikely for performing arts or physical education programs, the car/van pool program is the most viable. The District must

- Provide a description, calculations, parking plan and literature describing carpool/vanpool programs designed to serve 5% of building occupants
- Monitor the programs daily or weekly and submit period reports
- Add no new parking spaces and certify same in writing

\(^2\) NB certification credit SS 4.3 requires preferred parking for 5% of total vehicle parking capacity for new buildings. District may opt to use higher percentage across both campuses.
Energy and Atmosphere

Credit EA 3.1 – Staff Education (Building Operation & Maintenance)

The District must provide at least 24 hours of training for building operations and maintenance staff for up to five years, and prepare reports on same. Training should address building and building systems operation, maintenance and grounds keeping, and achievement of sustainable building and site requirements.

Credit EA 3.2 – Building Systems Maintenance

The District must develop and implement a comprehensive Best Practices Equipment Preventive Maintenance Program, including documentation of in-house resources or contractual services to deliver post-warranty maintenance.

Credit EA 3.3 – Building Systems Monitoring

The District must track and optimize systems and regulate indoor comfort and the conditions (temperature, humidity and CO₂) delivered in occupied spaces. System must include alarms and prompt repair practices.

Credit EA 4 – Additional Ozone Protection

The District must eliminate hydro chlorofluorocarbons (HCFCs)³ from building systems, and document same.⁴

Credit EA 5.1 – 5.3 – Enhanced Metering

The District must install and operate continuous metering systems for the following items. Each four items earn a point, for a maximum of 3 points (12 items). Architects predict possible 8 points.

- Lighting systems and controls
- Separate building electric meters
- Separate building natural gas meters
- Separate building water meters for occupant use
- Separate building meters for indoor process water
- Separate meters for outdoor irrigation
- Chilled water system efficiency
- Cooling load
- Air and water economizer and heat recovery cycle
- Boiler efficiencies
- Building-specific process energy systems and equipment efficiency
- Constant and variable motor loads
- Variable frequency drive operation
- Air distribution, static pressure and ventilation air volumes

³ Elimination of chlorofluorocarbons (CFCs) is a prerequisite to the EA certification category.

⁴ Several NC credits call for installation and maintenance of reduced refrigerant systems; coordination of these efforts between new buildings and existing buildings will improve overall program efficiency.
Credit EA 5.4 – Emission Reduction Reporting

The District must identify, track, record and report on building performance parameters that reduce energy use and emissions using a third-party voluntary certification program.

Credit EA 5.5 – Documenting Sustainable Building Cost Impacts

The District must track and report on building operating costs for previous five years, and changes over the performance period. Note: this credit assumes that building operating costs are available back to 2004 (assuming modernization completion in 2009).

Materials and Resources

Credit MR P1.1 – Waste Management Policy and Waste Stream Audit

The District must conduct a waste stream audit, then develop and implement a waste reduction policy. This credit is a required prerequisite to the MR certification category.

Credit MR P1.2 – Storage & Collection of Recyclables

The District must provide dedicated space for separating, collecting and storing materials for recycling paper, corrugated cardboard, glass, plastics and metals. This credit is a required prerequisite to the MR certification category.

Credit MR P2 – Reduced Mercury in Light Bulbs

The District must maintain mercury content of all mercury-containing light bulbs below 100 picograms per lumen hour, and report on same. Activity must include a policy specifying that all future purchases of mercury-containing light bulbs will meet this requirement. This credit is a required prerequisite to the MR certification category.

Credit MR 2.1 – 2.5 – Optimize Use of Alternative Materials

The District must maintain a sustainable purchasing program covering at least office paper, office equipment, furniture, furnishings and building materials. One point will be earned for each 10% of total purchases that achieve at least one of the following:

- Contains at least 70% salvaged material from off-site or outside the organization
- Contains at least 70% salvaged material from on-site through an internal organization materials & equipment re-use program
- Contains at least 10% post-consumer or 20% post-industrial material
- Contains at least 50% rapidly renewable materials
- Is Forest Stewardship Council certified wood
- Contains at least 50% materials harvested and processed or extracted and processed within 500 miles of the project

Architects predict that 2 points are possible; modernization project can be included in purchases during reporting period. This credit requires a policy that specifies use of sustainability criteria for purchases of covered materials.
Credit MR 3.1 – 3.2 – Optimize Use of IAQ-Compliance Products

The District must develop/implement a policy for purchasing sustainable paint and coatings, adhesives, sealants, carpet, composite panels, and agrifiber products. One point will be earned for each 45% of annual purchases that conform with sustainable criteria for these products, for a maximum of 2 points. Architects predict 1 point.

Credit MR 4.1 – 4.3 – Sustainable Cleaning Products and Materials

The District must develop/implement a policy for purchasing sustainable cleaning materials and products, disposable janitorial paper products and trash bags. One point will be earned for each 30% of the total annual purchases that conform with criteria for these products, for a maximum of 3 points. Architects predict 2 points. While the District may already be following this practice, the credits involve Board policy, monitoring and reporting.

Credit MR 5.1 – 5.3 – Occupant Recycling

The District must collect and recycle at least paper, glass, plastics, cardboard/OCC, metals, batteries and fluorescent light bulbs. One point will be earned for each 10% of total waste stream recycled, starting with 30%, for a maximum of three points. Architects predict three points (total 50% recycling). Credits involve Board policy, monitoring and reporting. Some recycling already exists on campuses.

Credit MR 5.4 – Additional Reduced Mercury in Light Bulbs

The District must increase the reduction specified in Prerequisite MR P2 to below 80 picograms per lumen hour. Policy and other activities related to the prerequisite apply.

Indoor Environmental Quality

Credit EQ P2 – Environmental Tobacco Smoke (ETS) Control

The District must minimize exposure to tobacco smoke through one of three options. Option A is considered the most viable for the District at this time. It includes:

a. No smoking in buildings
b. Locate any exterior designated smoking areas at least 25 feet away from building entries, outdoor air intakes and operable windows.

The District’s current smoking policy places a 20-foot limitation on (b) above. If the currently proposed policy revision is approved, this credit will be met.

Credit EQ 4.1 – Absenteeism and Health Care Cost Impacts

The District must document the history of absenteeism and health care costs of building occupants for the previous five years and track changes in absenteeism and health care costs for up to five years.

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3 Also required for NC certification.
Credit EQ 10.1 – Green Cleaning, Entryway Systems

The District must Utilize building entryway systems (e.g., grills, grates, mats) to reduce the amount of dirt, dust, pollen and other particles entering the building at all entryways, and develop cleaning strategies to maintain those entryway systems and exterior walkways. Credit requires a building plan and photos, written procedures and quarterly reports.

Credit EQ 10.3 – Low Environmental Impact Cleaning Policy

The District must develop and implement a cleaning policy addressing:
- Sustainable cleaning systems
- Use of sustainable cleaning products
- Use of chemical concentrates and appropriate dilution systems
- Proper training of maintenance personnel
- Use of hand soaps that do not contain antimicrobial agents except where required
- Use of cleaning equipment that reduces impacts on indoor air quality

Credit requires policy and documentation of compliance.

Credit EQ 10.4 – 10.5 – Low Environmental Impact Pest Management Policy

The District must develop and implement a policy for pest management that reduces environmental impacts. Credit includes public communication to all building occupants, site inspections, and periodic reporting. Credit provides 2 points.

Credit EQ 10.6 – Low Environmental Impact Cleaning Equipment Policy

The District must develop and implement a policy for the use of low environmental impact janitorial equipment such as:
- Vacuum cleaners
- Hot water extraction equipment (carpet cleaners)
- Floor buffers, burnishers and scrubbers
- Propane-power floor equipment
- Automated scrubbing machines
- Battery-powered equipment

Practices must include active micro-fiber technology, ergonomic design, and rubber bumpers. Credit includes equipment logs (purchase, repair and maintenance) and periodic reporting.

Innovation in Upgrades, Operations and Maintenance

Credit IU 1 – Innovations

District must develop, implement and document innovative programs to improve building operations and maintenance. Up to four points may be earned.
Marin Community College District
Measure C Bond Modernization Program

PE Complex project suggests:
1. Educational programs
2. Irrigation storage tank
3. Filter backwash re-use (pool)

PA Project has not yet specified innovations

*Credit IU 2 – LEED Accredited Professional*

At least one principal participant of the project team is a LEED Accredited Professional. All architect teams on all projects include a LEED Accredited Professional. To maintain District’s operational commitments to these projects after construction, a District-employed LEED Accredited Professional is recommended.
A. Board Study Session

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

The meeting of the Board of Trustees of the Marin Community College District was called to order at 1:15 p.m. by Board President Treanor 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 Dolan, who arrived at 1:17 p.m., Trustee Kranenburg, who arrived at 1:40 p.m., and Trustee Hayashino, who arrived at 2:10 p.m. Hoa-Long Tam, the Student Trustee, was also present.

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

2. Modernization Workshop

a. Draft Environmental Impact Report

Consultant Amy Skewes-Cox reviewed the draft Environment Impact Reports (EIR's) for both the Kentfield and Indian Valley campuses. Her comments included an overview of the California Environmental Quality Act, recommended mitigation measures for environmental impacts identified, evaluation of alternatives to projects, comment letters received from the public, and a review of elements for the final EIR now being prepared. A copy of the presentation is on our website. Trustees asked questions and provided feedback to Ms. Skewes-Cox.

Attorney Mark Kelley and Director of Modernization V-Anne Chernock briefed the Board on the timeline for EIR approval. At the October 9 Board meeting, Trustees will be provided with responses to public comments, changes to the draft EIR, and a draft resolution. At the November 7 Board meeting, the Trustees will be given a final EIR to review and certify. There will be recommendations from the staff and the Board will have to make decisions. The Board will be required to certify the EIR, adopt findings, adopt the Mitigation Monitoring and Reporting Program, adopt a Statement of Overriding Considerations, and approve the bond spending implementation plan. Legal challenges regarding concerns already raised can be made for 30 days following the passing of the resolution. After the Board certifies the EIR, the next steps will be DSA submittals, bidding, and construction.
b. **Science/Math/Central Plant Complex Schematic Design**
   Frank Fung and Peter Wong of ED2 International presented the latest renderings, schematic drawings, and model of the Science/Math/Central Plant Complex, noting that the plans are 95% complete and that minor adjustments have been made based on comments made at the last Board meeting. A copy of their presentation is on our website. Trustees commented on the design, asked questions, and gave neighborhood residents in attendance an opportunity to ask questions of the architects and provide input.

c. **Fine Arts Building Ventilation and Windows**
   Donn Wong of March Wong Donn Logan Architects and mechanical engineer Jeff Blaevoet discussed the HVAC system for the proposed Fine Arts Building, noting that operable windows will be employed to take advantage of our wonderful climate and provide opportunities for a connection between indoors and outdoors.

d. **IVC Main Building Curved Trellis**
   Tim Craig of VBN Architects updated the Board on plans to add a curved trellis to the IVC Main Building (copy of presentation on website). He explained that the architects are proposing moving the curved element from the end of the building (where it was previously proposed) to the main entrance of the building near the elevator due to cost factors and structural problems that would be encountered if it were located at the end of the building.

The Study Session (open session) was recessed at 5:10 p.m. by Board President Treanor.

**B. Closed Session**

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

   Board President Treanor reconvened the meeting of the Board of Trustees of the Marin Community College District at 5:20 p.m. in SS A&B conference rooms on the Kentfield campus. All publicly elected Trustees were present. 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 6:35 p.m.

**C. Regular Meeting**

1. **Reconvene in Open Session**

   The meeting of the Board of Trustees of the Marin Community College District was reconvened in open session at 6:48 p.m. in the Deedy Staff Lounge on the Kentfield campus by Board President Treanor. She announced that the meeting was being recorded.
to facilitate the preparation of minutes. All Trustees were present, including Student Trustee Tam.

2. **Approval of Minutes and Report of Closed Session**

M/s (Hayashino/Brockbank) to approve the minutes of the August 28, 2007 Board meeting. The motion passed unanimously.

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

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

Karen van Kriedt, CSEA President, thanked the Board and Dr. White for going forward with an equity study for CSEA members. She expressed concern over what she considered to be an inappropriate comment made by one of the District representatives at an interview of an Equity Study consultant candidate. A copy of Ms. Van Kriedt's statement is attached to the record as part of the official minutes.

Ira Lansing, UPM President, informed the Board that UPM has not yet received certain public fiscal documents from Vice President Harrison's office that were requested over a month ago and asked for assurances that this information will be received in a timely manner.

4. **Board Reports and/or Requests**

a. **Commendation Resolutions and Other Resolutions**

Board Clerk Kranenburg read the Resolution in Support of Hispanic Heritage Month. M/s (Moore/Kranenburg) to approve the Resolution in Support of Hispanic Heritage Month. The motion passed unanimously by a roll call vote of 7-0 (plus an advisory aye vote by Student Trustee Tam).

b. **Legislative Report.**

None.

c. **Committee Chair Reports**

None.

d. **Individual Reports and/or Requests**

Trustee Long asked for information on three subjects: a recommendation from the Board officers on the Board’s stand on public housing on the Kentfield campus, a report on the number of staff funded by PFE funds, and the number of union vs. non-union workers used by our contractors.

Dr. White’s office will schedule a meeting of the Board Policy Committee (Trustees Long, Moore, and Kranenburg) with Dr. Jane Wright, the CCLC policy consultant who will be working with us to update our Board and administrative policies.

e. **CEO Report to Board on WASC Compliance**

President White announced that the draft Accreditation Report will be brought to the October Board meeting for the Board’s review. She noted that our report on Standards 1 and 4 will look good and that we are vulnerable on Standards 2 and 3, as much work remains to be done on program review, student learning outcomes, and the updating of
faculty outlines. She assured the Board that we are trying to make sure College of Marin doesn’t fall into warning status ever again.

f. **CEO Report to Board on Compliance with Grand Jury Recommendations**
   Dr. White reported that our dream of having an effective tracking system for institutional and Board goals is now a reality. The process is working well and a live example will be brought to the Board at a future meeting.

   Trustee Treanor noted that the Board needs to review milestones for all Measure C contracts.

5. **Chief Executive Officer’s Report**
   Dr. White called the Board’s attention to her report in their packets. She announced that she will be serving on a panel on Ethics and Leadership at the ACCT fall conference in San Diego the week of September 24. President White informed the Board that we will not be able to hold commencement in the gym next spring due to the modernization of the PE complex. At the last College Council meeting, there was unanimous agreement to hold the 2008 commencement on the lawn facing Mt. Tamalpais at 10:00 a.m. on the Saturday before Memorial Day weekend.

a. **Staff Reports**

   1) **COMet Update**
      Al Harrison, Vice President of College Operations, referred the Board to the COMet update in their packets and noted that planning, development, and training are all on schedule.

   2) **Modernization Update**
      V-Anne Chernock, Director of Modernization, announced that the Science/Math/Central Plant project soils investigation has been completed and that the foundation will be drill-pierced. She reported that Western Roofing, Inc. was the low bidder for the POMO 4 Roof Replacement Project (C.13.D.1.a) with a bid amount of $219,098. Director Chernock also reported that the modernization staff will be exploring a recommendation to bring a piggyback contract for furniture acquisition to the Board.

      Jim Grossi of CSW/Stuber-Stroeh updated the Board on the Ignacio Creek Erosion Mitigation Project (copy of presentation on website). He noted that the plan will be less costly and less invasive and disturbing to the creek than the one we had before. Objectives of the project include: ongoing vehicular and pedestrian bridge safety, meeting Novato Fire Protection District requirements, providing a mitigation measure for the EIR, reducing long-term creek erosion impacts, and future fish passage.

   3) **Program Review Update**
      Anita Martinez, Vice President of Student Learning, reported that we are expecting five to seven programs to be nominated for Phase 3 of program review by the end of the month. She announced that we are right on track and will have program review results to present to WASC.
4) Enrollment Update
Anita Martinez, Vice President of Student Learning, informed the Board that we are expecting enrollment to remain flat. She stated that despite closing several sections, our headcount is only down by 13 and our FTES and WSCH are slightly up. Vice President Martinez reported that she and Modernization Director Chernock recently went to Sacramento to brief the Chancellor’s Office modernization staff on our enrollment growth plan and that they seemed reassured.

Vice President Martinez introduced Mauricio Benavides-Torres, COM’s Outreach Coordinator, who briefed the Board on the Student Ambassador Program which he oversees. The Student Ambassadors are second-year students in good standing who work five to fifteen hours a week in the areas of public relations, outreach, and recruitment. They go to local high schools at least once a month to tell students about the opportunities available at COM and attend community events in an effort to make contacts with potential COM students. Two of the Student Ambassadors, Todd McCleary and DJ Bola, shared their experiences as Student Ambassadors with the Board and thanked Board members for the opportunity to represent COM in the community and Mr. Benavides-Torres for his patience and the training he has provided. Trustees thanked the Student Ambassadors for their commitment, energy, and enthusiasm and encouraged them to continue their efforts, noting that they are changing lives and helping us to expand our educational opportunities.

5) Executive Summary of Annual Assessment of Participatory Governance System
Bernie Blackman, Director of Organizational Development & Planning, reviewed the results of the Participatory Governance System (PGS) annual assessment, noting that survey results indicate that significant improvement has been made in performance of task, information adequacy, participation, and professional conduct and respectful dialogue. Dr. Blackman noted that there is still room for improvement but that we have “nailed” Accreditation Recommendation #1. (Due to a prior engagement, Trustee Brockbank left the meeting at 8:00 p.m.)

6) CCLC Board Policies Update
Bernie Blackman, Director of Organizational Development & Planning, updated the Board on the upcoming Board Policies & Administrative Procedures (BP/AP) Revision Project which will be facilitated by Dr. Jane Wright, CCLC consultant, and coordinated by Kathleen Kirkpatrick of the Office of Organizational Development & Planning (copy of presentation attached). The objectives of the project are to update our policies and procedures and align them with CCLC-recommended language. The review process, flow charts, timelines, and a matrix for renumbering our existing BP’s and AP’s have been developed. The Board Policy Subcommittee will work on Board-related policies and procedures (chapters 1 and 2 of the Gold Book), and the BP/AP Revision Taskforce, which is being formed and will consist of representatives from all constituent groups, will work on institutional policies and procedures (chapters 3 to 7 of the Gold Book). After review by College Council, revised policies will be submitted to the Board for approval and revised administrative procedures will be submitted to the Board for information.
6. **Academic Senate Report**
Yolanda Bellisimo, President of the Academic Senate, stated that we will be able to keep a record on file of current course outlines through program review. She reported that the Senate will be approving appointments to an ad hoc committee that will write the first draft of a program discontinuance policy. Ms. Bellisimo is planning to represent the Senate on the BP/AP Revision Taskforce. She will form an ad hoc Senate committee to advise her on the portions of our Board Policy Gold Book that are 10 + 1 or that fall under the Ed Code and require mutual agreement between the Academic Senate and the Board. The Senate is also working on its rotation policy, reworking the responsibilities of the Equivalency Committee, discussing the pros and cons of AP course acceptance, encouraging the governance system to make permanent the ad hoc committee on distance education, and restructuring the Curriculum Committee. 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, thanked Dr. White for attending the Classified Senate meeting on September 5. She reported that the Senate will begin to review recommended revisions to the Participatory Governance System (PGS) Plan and will provide feedback to College Council. Ms. Kirkpatrick announced that the MOU for an official classified staff appointment process has been approved by CSEA members and will be carried forward to the Governance Review Council to consider how it can be integrated into the PGS. She reported that she has asked Classified Senate Vice President Becky Reetz to represent the Senate on the BP/AP Revision Taskforce. A copy of Ms. Kirkpatrick's statement is attached to the minutes as part of the official record.

8. **Student Senate and Student Association Report**
Student Senate President Tam reported that the Student Senate will submit two resolutions to the statewide student senate. One will address WSCH/ASF ratios and the other will address the inequity in grading systems across the three segments of California higher public education. Mr. Tam stated that we need to rethink environmental sustainability and that LEED cannot be the end-all-be-all of measuring environmentally sustainable practices at College of Marin. A copy of Mr. Tam's statement is attached to the minutes as part of the official record.

Sarah Swartz, ASCOM Senator-at-large, reported that 19 new ASCOM members have been appointed since the last meeting, that the ASCOM website is underway, and that two new clubs have been approved: the Astronomy Club and the Animal Rights Club. Upcoming events being planned include the Tuskegee Airmen event on November 11, the Thanksgiving lunch on November 19 at IVC, and the holiday party on November 26 at the Kentfield campus. A copy of Ms. Swartz' statement is attached to the minutes as part of the official record.

9. **COM Foundation Report**
No report.

10. **Board Study Session**
   a. **Board Goals and Budget Priorities 2008/09**
   Board members expressed concern over the financial condition of the district, especially in view of changes in the housing market in Marin County. They stressed the need to give high priority to setting a reserve level and developing an asset management plan.
b. Reserve Policies and Unfunded Liability Options
Vice President Harrison stated that he is no longer optimistic about next year’s revenue for the school and asked Board members to discuss their comfort zone and risk tolerance with regard to our reserve level. The Trustees agreed that they do not want our reserve level to go below the current level of 7.6% and would like to see us develop a multi-year plan to build the reserve back up to a range of between 10 and 15%.

Vice President Harrison reviewed unfunded liability financing options (copy of presentation attached). A recommendation will be made at the next Board meeting.

11. Items for Possible Future Board Agendas
   a. Reserve Policies (October)
   b. Unfunded Liability Options (October)
   c. Shared Use Agreement – Sustainable Horticulture Program at IVC (October)

12. Consent Calendar Items (Roll Call Vote)
M/s (Long/Hayashino) to approve all items on the Consent Calendar. The motion passed with a unanimous roll call vote of 6-0 (including an advisory aye vote by Student Trustee Tam).

A. Calendar of Upcoming Meetings & Other Special Events

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

- October 9: Regular Meeting - 6:30 p.m. – Ohione 106, IVC
- November 7: Regular Meeting – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield
- December 11: Organizational and Regular Meetings – 6:30 p.m. – Staff Lounge, Deedy Student Services, Kentfield

Other Special Events:

- Spirit of Marin Awards Luncheon, September 28, 11:30 a.m., St. Vincent’s School for Boys, One St. Vincent Drive, San Rafael
- Marin Conservation Corps Open House, October 4, 5:00 p.m., 11 Pimentel Court, Novato
- CCLC Annual Convention, November 15-17, San Jose Fairmont
- Marin Economic Commission Eighth Annual Awards of Excellence Luncheon, November 16, 11:30 a.m. to 1:30 p.m., Embassy Suites Hotel, San Rafael
- Effective Trustee Workshop, January 25-27, 2008, Sacramento Sheraton

B. Classified Personnel Recommendations. Approve the Classified Personnel Recommendations:
   1. Appointment of Classified Personnel
   2. Appointment of Hourly Personnel
C. Academic Personnel Recommendations
   1. Resignation/Retirement of Academic Personnel

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

E. Short-Term Hourly Positions

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

G. Warrant Approval

H. Declaration of Surplus Property – Miscellaneous Equipment

13. Other Action Items

   A. M/s (Kranenburg/Hayashino) to Approve Board Goals and Budget Priorities 2008/09. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

   B. M/s (Hayashino/Long) to reject the non-responsive bid for the Maintenance Building One Roof Repair Project. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam. M/s (Long/Tam) to Approve Bid Award – Maintenance Building One Roof Repair Project. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

   C. M/s (Long/Moore) to Approve Nursing Experience Agreements with Marin General and Novato Community Hospitals. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

   D. Modernization (Measure C) Contracts
      1. Award/Ratify Award of Construction Contracts
         a. POMO 4 Roof Replacement Project (#402B)
            M/s (Hayashino/Moore) to Award Construction Contract for POMO 4 Roof Replacement Project (#402B) to Western Roofing for $219,098. The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

         b. Larkspur Annex Restroom Project (#321B)
            M/s (Hayashino/Kranenburg) to Ratify Construction Contracts to Ongaro and Electrix (Award pre-authorized July 24, 2007)
            The motion passed unanimously (6-0) plus an advisory aye vote by Student Trustee Tam.

      2. Approve/Ratify Professional Services Amendments
         a. M/s (Moore/Long) to Approve CSW/Stuber-Stroeh Amendment #11 Program-wide planning (#803A)
            Civil survey corrections
            The motion passed by a vote of 5-1 with Trustee Dolan casting the no vote (plus an advisory aye vote by Student Trustee Tam). Trustee Dolan’s reason for casting the no vote was that we are waiting to have a
structure in place to monitor our progress toward targeted goals.

b. M/s (Long/Tam) to Approve HKIT Amendment #3
   PE Portables Project (#850F)
   Design repairs to portables
   (Amendment pre-approved July 24, 2007)
   The motion passed by a vote of 5-1 with Trustee Dolan casting the no
   vote (plus an advisory aye vote by Student Trustee Tam). Trustee
   Dolan’s reason for casting the no vote was the same as that mentioned

14. Information Items
   A. Contracts and Agreement for Services Report – August 2007
   B. SWACC Safety Follow-Up Inspection
   C. 4th Quarter Financial Statements
   D. Swinerton Quarterly Report March – June 2007

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

16. Board Meeting Evaluation
   None

17. Adjournment
   M/s (Hayashino/Tam) to adjourn the meeting. The motion passed unanimously (6-0) plus
   an advisory vote by Student Trustee Tam. Board President Treanor adjourned the meeting
   at 10:05 p.m.
President Treanor, Members of the Board, President White and all present:

I would like to thank the Board and President White for going forward with an Equity Study for CSEA members. The implications of this action are appreciated by staff.

However, there was a comment made at an interview of one of the Equity Study consultant candidates, in which I participated last week, which I find extremely troubling.

One of the District representatives commented to the Equity Study Consultant Candidate being interviewed that “classified staff are using the Reclassification Process as a way to receive a raise each year.”

I find this disparaging remark, which undermines the professionalism of the classified staff, not only flippant and unsubstantiated, but completely inappropriate in this situation.

I am taking this opportunity to make an appeal to Linda Beam that she either provide training to her staff in professional etiquette or not include this staff member in CSEA negotiations in the future.

I can say from personal experience that, those classified staff who apply for reclassification, strongly believe in the merit of their case. They do not enter into the reclassification process lightly.

Also, from personal experience, I can tell you that the reclassification process is not for the faint hearted or cavalier. It is a grueling, unrewarding experience.

Why do so many CSEA members come forward in good faith to request that their position be considered for reclassification?

Not only has it been 10 years since we had an equity study, we are also a district which is in tremendous flux. Staff are managed by a large number of Interims. I counted 7 this year alone. Some positions have been filled by a series of interims.

Personally, I have found the Interim managers that I have worked with to be high-quality, professional individuals who know their stuff. However, they are still landing at a new institution, with no knowledge of how things are done.

Classified staff have found themselves performing functions which were previously handled by the manager. After a year of doing these jobs, it is natural to think that one deserves a reclassification. It is only fair.

A classified staff member appears before the Reclassification Committee and shares, and I quote from the contract, the “new job duties with significantly increased difficulty and/or significantly
higher level of responsibility (which have been) either gradually added or eventfully added to the requirements of the position.”

They are asked by HR staff members of the Reclass committee, “Who assigned you that work?” in a manner that often sounds accusatory, whether it is meant that way or not, as if they have done something wrong by doing what needed to be done for the good of the college.

This question is demoralizing beyond belief when the classified staff member in front of the committee has stepped up to the plate over and over again to catch balls and fill in holes left gaping by the needs of a college in transition.

I say, rather honor the employee by thanking them and, then, ask them if anyone has asked them to STOP performing the work in question. If not, reward them by compensating them equitably.

Thank you.

Karen van Kriedt
CSEA Chapter 196, President
Board Policies & Administrative Procedures Revision Project

Dr. Bernie Blackman
Director, Organizational Development
& Planning

September 18, 2007
Overview

1. Introduction
2. Definitions
3. Project Objectives
4. Project Design
5. Progress to Date
6. Chapter Notebooks
7. Review Process
8. Fall Timeline
Introduction

"The Board needs to evaluate its policies and practices on a regular basis and revise them as needed…"

"Some recommendations from twelve years ago have still not been addressed and had to be repeated…"

Western Association of Schools & Colleges, November 2004
Differentiating Policy & Procedure

Board Policy

- Board policy is the voice of the Board of Trustees.
- General goals & acceptable practices for the operation of the College.
- Implements state and federal laws and regulations.
- Legally binds the District.
- Delegates authority to and through the chief executive to administer the College.

*Policy should be clear, succinct, and current. Policies and procedures should be accessible, useful, and up-to-date.*
Differentiating Policy & Procedure

Administrative Procedure

- Implement Board Policy, laws, and regulations.
- Details of policy implementation, responsibility, accountability, and standards of practice.
- Administrators/managers held responsible.
- Procedures do not require Board action.
Project Objectives

- Update Our Policies and Procedures.

- Align with Community College League of California (CCLC) recommended language.
  - Legal Partner: Liebert, Cassidy and Whitmore
  - Reflects Current Laws & Legal Codes
Project Design

• Community College League of California
  – Policy Advisor Dr. Jane Wright
  – Dr. Cindra Smith, CCLC Director of Education Services

• College Council
  – BP/AP Revision Taskforce
    • Administration, All Senates & All Unions
  – Transparent & Open Process

• Board Policy Committee

• Organizational Development & Planning
Progress

Accomplishments (May through September)

- Defined review process, developed flow charts and timelines, identified order of chapters for review, established meeting dates, etc.

- Developed Matrix for re-numbering our existing BP & AP to align with CCLC numbering system.

- Dr. Wright completed review of COM policies and procedures related to CCLC Chapters 1, 2 and 6 and Accreditation-related Policies and Procedures.

- Dr. Wright delivered notebooks for Chapters 1, 2 and 6.
## Gold Book

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Chapter Notebooks

For Each Policy & Procedure

- Copy of original COM Policy or Procedure
- Recommended CCLC language
- Notes on current Marin policies/procedures
- All relevant legal citations
- Sample policies/procedures from other schools
Chapter Notebooks

Identify For *Each* Policy & Procedure

- Legally required by law or regulation
- Legally advised
- Suggested as good practice or optional
Review Process

1. Board Related BP/AP (Chapters 1 & 2)

2. Institutional BP/AP (Chapters 3-7)
Review Process

1. Board Related BP/AP (Chapters 1 & 2)
   - Dr. Wright & Dr. White review Policies and Procedures in Chapter 1 & 2.
   - Board Subcommittee reviews and suggests revisions.
   - Chapter 1 & 2 go to Task Force and College Council as Information Items.
   - Proceeds to full Board for review.

Note: Dr. Wright facilitates each review meeting.
Review Process

2. Institutional BP/AP (Chapters 3-7)

• Dr. Wright, Dr. White & appropriate VP review & identify revisions that reflect local practice and COM culture.

• Task Force reviews chapter and suggests revisions.

• Chapter presented to College Council for review.

• Chapter goes to Board
  – Policies go for approval
  – Administrative Procedures go to Board as Information Items.

Note: Dr. Wright facilitates each review meeting.
Fall Timeline

Task Force Fall Meeting Schedule

- **1st meeting:**
  - Orientation session
  - Thursday October 11, 2:30-4:40

- **2nd meeting:**
  - Begin work on Chapter 6
  - Thursday October 15

- **3rd meeting:**
  - Continue work on Chapter 6
  - Begin Chapter 5 if time allows
  - Thursday, December 13
Summary

- Ground Work Completed
  - Project Organization & Design
  - Chapter Modules for Review
  - Review Process Articulated

- Open, Inclusive, & Transparent

- Communication
  - To College
  - Invitations for Taskforce

- Timelines
REPORT TO THE BOARD OF TRUSTEES  
SEPTEMBER 18, 2007

1. Program Discontinuance Ad Hoc Committee
   The senate will be approving appointments to an ad hoc committee of the senate that will write the first draft of a program discontinuance policy. I have asked Michael Dougan and Blaze Woodlief to sit on this committee – Michael as a writer and Blaze because she has a background in policy writing and program planning. Both have worked on program reviews this year and since our policy will be closely linked to the program review process, I think it is important that we have policy writers with hands on experience in this area.

   My goal is to have something to you in six to eight weeks for review and discussion.

2. Board Policy Revisions
   College Council has been asked to have members of the Council that represent the various governance groups on campus sit on the task force that will be working with the consultant from LCCJC on the writing or rewriting of our Board Policy Gold Book. I will represent the Academic Senate on this task force since Ingrid and Patrick are otherwise occupied this semester and next. I am forming an ad hoc committee of the Senate to help advise me on the portions of policy that are 10 + 1 or that fall under ED. Code and require “rely primarily” or “mutually agree” between the Academic Senate and the Board. For these sections, I think it is important for the Senate to take a close look at existing policy and research common practice at other community colleges. I want to make sure we are well versed on these particular policies so that we write clear and current policies and procedures that both protect the Senate’s position and that insists on the Senate taking responsibility in a manner that supports the growth and improvement of our programs. I hope by forming an informal task force we can share the work in researching and becoming expert on these policies. This project is a tremendous amount of work for all of us and the more people we can get involved in working on each section of the Gold Book, the better will be the outcome.

3. Other Issues the Senate Is Working On
   The Senate is working on several other issues we hope to complete this semester. We are working on our rotation policy, we have resurrected the Equivalency Committee and will be reworking the responsibilities of that group. We are encouraging the governance system to give permanence to a currently ad hoc committee on distance education and to task that group with developing a long range plan and standards for distance education courses. We’ve also held interesting conversations about the pros and cons of AP course acceptance. And we are working on the restructuring of the Curriculum Committee as a result of shifting some of these prior responsibilities to Program Review.
Good evening.

The Classified Senate kicked off its first meeting of the new school year on September 5th with a special guest, President White. After providing the Senate with an update on various college plans and initiatives, President White entertained questions from the floor and a lively discussion ensued. Thank you President White for taking the time to attend Classified Senate! I appreciate your support and I know the classified staff welcomed the opportunity to have an open dialogue with you. We look forward to having you join us again in the future.

Tomorrow the Senate will begin to review the recommended revisions to the Participatory Governance System Plan that were developed by the Governance Review Council. The proposed PGS plan was formally presented to College Council last week and is now out to the three Senates for review. All Classified Senators, and classified staff members were sent a copy of the proposed revised plan. All classified staff have been invited to attend tomorrow’s meeting to discuss the plan or if they can’t attend, to forward their comments to the Senate. The Senate will review the proposed PGS Plan and any feedback we receive and bring its recommendations to College Council next month.

On a somewhat related note, I’m happy to report that the MOU for an official classified staff appointment process that I talked about in last months’ Board report has been approved by CSEA members. Although there are still several steps in the process, it can now be carried forward to the Governance Review Council to consider how it can be integrated into the Participatory Governance System. This is one of those instances where the timing is working really well since the GRC will already be incorporating feedback into the proposed PGS Plan as it finalizes its recommendation to College Council.

Finally, the Senate is also looking forward to participating in the Board Policy/Administrative Procedure Revision Project. Since I have a staff role in this project, I’ve asked Classified Senate Vice President Becky Reetz to represent the Senate on the Policy Revision Task Force.

Thank you.
Student Trustee's Oral Report: September 18, 2007

Since I submitted my written report, the Student Senate has met and taken several actions.

We will be submitting to the statewide student senate two resolutions. One will address WSCH/ASF ratios as outlined in Title V and the other addresses the inequity in grading systems across the three segments of California public Higher Education.

But I saved my time at this meeting to speak about one pressing issue. There was a lot of talk at the Board meeting today about LEED points and the new buildings under the bond.

I think that we desperately need to rethink Environmental sustainability. The time has long passed to stop thinking about going green as a way to boost our Public Relations "LEED Point Average," so to speak. We cannot afford to think of environmental sustainability as an elective. We need to stop thinking about it as Art History and start thinking about it as Freshman Composition!

LEED, as good a measure as it is, cannot be the end-all-be-all of measuring environmentally sustainable practices at the College of Marin. We need think beyond the notion of Environmental Sustainability as a few geothermal fields and some solar panels.

Thank You,

Hoa Long Tam, Student Senate President
ASCOM REPORT-

Sarah Swartz (ASCOM student Senator at large—President’s Axe)

I.  New Members

- Total of 19 new members appointed to the Student Government
  Including 6 new members to the ASCOM board:
    Student Senator at Large
    Director of Technology- (now we have a website underway)
    Director of Student Activities
    Director of Public Relations
    Secretary
    Director of Student Services
    And 13 new Auxiliary members (we will be attending a student leadership conference for new members)

II.  New Clubs

- Approval of 2 new clubs:
  The Astronomy club
  The Animal Rights Club

III. Issues dealt with

- Athletic Department has been in need. Came to us for help in their $8,500 need towards subsidizing Athletic team meals for away games.
  - We agreed to fund them with $1,500.
  $500 has been given thus far.
  - We also agreed to make a Athletic Fundraising committee to help the issue. (some students from the ASCOM board has agreed to participate)
IV. Activities/ Events

- This month we supplied a Free Bagel Breakfast for students and will again soon. We were able to interact with students from this event and inquire their requests/ needs.

- Agreed to host the Tuskegee Airmen Event which will take place on campus on November 11th. Honoring the African American Airmen fro WWII. They had requested $500 from ASCOM for the event but cancelled their request in exchange for a preference of volunteers. Members of our board have agreed to do so.

- To conclude: Dates have been set for the thanksgiving Lunch and Christmas dinner for Students, Faculty, and Staff.
- Thanksgiving Lunch will be November 19th @ IVC
- Christmas Dinner will be November 26th at Kentfield.
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### OPTION #1

**Cost Analysis**

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### Cost Analysis

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</table>

Unrest. Funds pay annually $700,000

Annual cost $3,801,000

Present Value of future costs
Unfunded Liability

Funding Strategy

Greater Risk

Pay as You Go
Liability Remains Unfunded

OPEB BOND
Different form of Liability

Greater Cost

PAY AS YOU GO
Set-aside funds annually
Liability gets smaller
Annually increased impact
On general fund.
Reserves
As a % of Expenditures

- State minimum
  - 5%: $3.4 million
  - 7.6%: $6.7 million

- Grand Jury
  - 32%: $14.4 million
President’s Report
Board of Trustees Meeting
October 9, 2007

Emergency Planning and Preparedness Training
The California Community College Systems Office (formerly the Chancellor’s Office) held its Emergency Planning and Preparedness Training at COM last week at the IVC Library and Ohlone 215. The training included Hazardous/Vulnerability/Risk Assessment and met mandatory risk assessment planning as required by the Standardized Emergency Management System (SEMS). This session was for managers, emergency response team members, college police, facilities managers, safety staff, etc. About one hundred sixty-two participants from community colleges all over Northern California attended the sessions at IVC including 25 administrators, emergency response team members, safety personnel, facilities staff, and others from College of Marin. All workshop costs are paid for by a grant from the Governor’s Office of Homeland Security.

Exciting progress made on partnership agreements at IVC
1. An MOU has been signed with the COM Foundation to receive $200,000 from the Gordon & Betty Moore Foundation to fully equip the Sim Center. These funds will be used to purchase state-of-the-art simulators and peripheral supporting high tech equipment. The first family of mannequins to be purchased will be the birthing mother, infant and father. A demonstration of the new equipment will be planned for spring 2008, including all of the partners.

2. An agreement has been signed with Peralta Community College District. COM is one of 16 colleges participating in this consortium. Each college will implement a high leverage project to recruit Tech-Prep students into college programs. COM will open a new IVC Career Center where three major career events such as the Career Days scheduled for November 8, 2007, December 6, 2007, and February 13, 2008 will be held.

3. A letter of intent has been signed indicating the intention of COM and the Conservation Corps to establish the Center for Sustainable Horticulture at IVC. This will enable the District to move forward on plans to develop and market the program at the center. The center partners are: COM, Marin County Board of Supervisors, Marin Conservation Corps, and Joint Venture Marin. The Center for Sustainable Horticulture at IVC will provide water conservation and sustainable horticulture practices education and training seminars for students, community members, and professionals.

KUDOS
Carol Lefkowitz, Fine Arts instructor, will be exhibiting in a five person exhibition at the San Francisco Museum of Modern Art Artists Gallery, Fort Mason Center, Building A, San Francisco. The show will run from October 3 through November 2. Gallery hours are Tuesday through Saturday from 11:30 a.m. to 5:30 p.m., and an opening reception is scheduled on October 3 from 5:30 p.m. to 7:30 p.m.

COM Drama teacher, W. Allen Taylor, will be on hand for the posthumous induction of his father, Bill Hawkins, into the Radio/Television Broadcasters Hall of Fame in Ohio on October 7. Hawkins was the first African American radio disc jockey in that town and the subject of Taylor’s “Walkin’ Talkin’ Bill Hawkins... In Search of My Father,” a solo show which premiered at the Marsh Berkeley in early ’06. Taylor will be accepting the award on his father’s behalf and will be performing his show at the East Cleveland Public Library on October 14.
COMET Project Status Report
October 9, 2007

Tasks Planned for the Previous Period

- Banner Student Accounts Receivable 2 – Week of 9/24
- Luminis Portal Organizational Planning – Week of 10/1
- Banner Student Data Conversion Support – Week of 10/8
- Banner Financial Aid Consulting/Testing – Week of 10/15

Current Status

- Banner Student Accounts Receivable 2 Training Completed
- Luminis Portal Organizational Planning Moved to the Week of 10/22 Because of a Staffing Conflict
- Banner Student Data Conversion Support Scheduled for the Week of 10/8
- Banner Financial Aid Consulting/Testing Scheduled for the Week of 10/15
COMET Project Status Report
October 9, 2007

Tasks Planned for the Next Period

- Luminis Portal Organizational Planning – Week of 10/22
- Banner Student Schedule of Classes Build – Week of 10/22
- Banner Human Resources Parallel Payroll 1 – Week of 10/22
- Banner Human Resources Parallel Payroll 2 – Week of 10/29
- Resource 25 (for Room and Event Scheduling) Planning Meeting – Week of 11/5
- Banner Financial Aid Training – Week of 11/5
- Banner Student Training – Week of 11/5
- Banner Technical Consulting for HR and Student Scheduled for Weeks of 10/8, 10/15, 11/5 and 11/19
Marin Community College District
Measure C Bond Modernization Program

Modernization Director’s Report to Board of Trustees
October 9, 2007

BUDGET UPDATE

- Bond spending plan: $264.5 million ($249.5 m bond, $15 m interest)

  Note: per A. Harrison, current interest earned = $8.1 million.

- Reserves (after this date): $17,789,000
- Expended to date: $21.9 million (9% of bond spending plan)
  - Assessment $ 5.5 million
  - Planning/design $13.9 million
  - Construction $ 2.5 million

  Note: sample Paragon reports are included in this month’s package for Board use as desired.

MAJOR PROJECTS BOARD UPDATE/ACTION SCHEDULE

Note: a new Gantt chart showing schedule and budget is included in this month’s package for Board consideration.

4. PE Complex  Project approval and ok to bid  October 9
5. TransTech Complex  Pre-DSA submittal update  December 2007
6. IVC Main Building  Pre-DSA submittal update  December 2007

CONSTRUCTION SCHEDULES (upcoming)

Note: major building projects are listed in bold.
Marin Community College District
Measure C Bond Modernization Program

This Year:
- Greenhouse KTD to IVC: November 2007

Note: a suitable location for the greenhouse and shade structure at IVC is still to be determined.

- KTD PE Portables: November 2007

Next Year:
- IVC parking lot bioswale: January – June 2008
- IVC creek erosion mitigation TBD
- KTD PE Complex: January 2008 – June 2009
- KTD PE Photovoltaics May – October 2008
- KTD West Bridge: June – October 2008
- KTD Demo (Dickson, D/L, DSPS) Summer 2008
- IVC Main Building Complex: Summer 2008 – Fall 2009

Beyond:
- KTD Fine Arts Building: Winter 2009 – Fall 2010
- KTD Performing Arts Building: Fall 2010 – Spring 2012
- KTD Gateway Complex: Summer 2011 – Winter 2013

OTHER INITIATIVES
- Environmental Impact Report: Certification to be requested in November 07
- Project Stabilization Agreement: Pending response from unions
- Sustainability Measures: Study session this afternoon
- Furniture, fixtures, equipment: Piggyback contract for furniture in development
Marin Community College District  
Kentfield, California  
Measure C Bond Modernization Program  
Paragon Cost Reporting  
Cheat Sheet

<table>
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<tr>
<th>If you want to see:</th>
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<td>Original and current <em>sub-project</em> (JCAF) budgets</td>
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<td>Original and current <em>vendor</em> contracts, invoices to date, percent complete</td>
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<td>All <em>vendor</em> invoices</td>
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^1 S = Small (<15 pages); M = Medium (~15-70 pages); L = Large (> ~70 pages)
# Program: MCCD Capital Improvement Program

**Program Scope:**
Improvements to infrastructure and buildings on the Kentfield and Indian Valley campuses including renovation and new construction.

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### Program: MCCD Capital Improvement Program

**Program Scope:**
Improvements to infrastructure and buildings on the Kentfield and Indian Valley campuses including renovation and new construction.

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### Project: 303B - Gateway Complex (continued)

### Project: 305A - Science-Math-CP Complex

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# Program: MCCCD Capital Improvement Program

**Program Scope:**
Improvements to infrastructure and buildings on the Kentfield and Indian Valley campuses including renovation and new construction.

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**Totals for: 305A - Science-Math-CP Complex**

69,500,000  40,000  0  0  69,540,000

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**Project: 305B - Geothermal Field KTD**

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### Fund 49: Measure C Funded Projects

#### Kentfield Campus

**Project: 302A Roof Repairs LRC**

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<th>Description</th>
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<th>Current Project Budgets</th>
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<th>Forecast at Completion</th>
<th>Variance (POS = Underbudget)</th>
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**Project: 303A Roof Repairs Harlan Center**

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**Project: 303B Gateway Complex**

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<th>Forecast at Completion</th>
<th>Variance (POS = Underbudget)</th>
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**Project: 305A Science-Math-CP Complex**

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**Date Printed: September 24, 2007**

**PARAGON Program Management System**
### Fund 49: Measure C Funded Projects

#### Project: 305A Science-Math-CP Complex

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#### Project: 305B Geothermal Field KTD

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**Fund 49: Measure C Funded Projects**

**302A Roof Repairs LRC**

**303A Roof Repairs Harlan**

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**303B Gateway Complex**

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**305A Science-Math-CP**

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### 49-Bond Funds

#### 303B

**Contract: P103158 - Steinberg - Amend 3 & 4 (continued)**

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|                     |               |            | 83,122.00 | 8,312.20  | 0.00                     | 74,809.80      |

**Contract: P105340 - CCS - FPP Development**

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**Project Invoiced Total:**

|                     |               |            | 123,122.00 | 8,312.20  | 0.00                     | 114,809.80      |

#### 305A

**Contract: DESIGN - Anshen & Allen - Add'l Svcs**

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**Contract: P0105338 - GeoTech Tests & Inspect**

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**Contract: P0105400 - ED2 - Design Est Exp to 6/30/08**

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- Steinberg Architects
- CCS Group
- Anshen + Allen Architects
- GeoTech Utility Locating
- ED2 International
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### Invoice Log

**Sorted by Contract and Invoice Number**

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### 305B

**Contract: P0105336 - GeoTech Tests & Inspect (continued)**

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**Contract: P103183 - Alfa Tech - Design/CA Amend 6 & 10**

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**Contract: S59621 - PMCM Exp thru 06/30/08**

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### 305C
# Project: 305A - Science-Math-CP Complex

**Project Scope:**
Construct new facility to house new Science-Math-Central Plant Complex program and functions.

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**Total for Project:** $69,500,000 $40,000 $69,540,000 $6,628,336 $3,933,996 $9,562,331 $69,977,668 $69,540,000 $0 $1,617,697
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<td>De Lage Landen</td>
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<td>GPI Environmental Management</td>
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</table>
BACKGROUND: The last Board agenda included a written update on the Program Review pilot. Since that time, five programs were nominated and accepted for Program Review, Phase 3 of the Pilot Program. These programs are:

- Architecture
- Computer Science
- Modern Languages
- PE/Athletics
- Tutoring Program

We have sent out a call for applications that should soon identify the faculty and staff who will prepare the program reviews for the above programs. Faculty and staff who prepared or are preparing program reviews under all three phases of the pilot will continue to meet with one another and with members of the District Advisory Group.

At the November 7, 2007 Board of Trustees meeting, we hope to provide executive summaries of the completed program reviews prepared as Program Review, Phase 1. We have asked the writers of these program reviews to attend the Board meeting and present briefly on some of their findings. These programs include:

- Basic Skills English
- ESL
- Journalism
- Multi-Media Studies
- Nursing
- Technology Work Plan
- Testing

In a future Board meeting, we hope to provide executive summaries for Program Review, Phase 2, now in process. We list them here for your information:

- Basic Skills Initiative
- Media Services
- Natural History Program
- Social Sciences Program
- Transfer Programs

For information only.

Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
BACKGROUND: On August 8, 2006 the Vice President of Student Learning presented a 12-page document, *Administrative Review to Optimize Enrollment*, listing activities to grow enrollment and requesting funding for some of them. An analysis of placement testing noted that it "is the second step in matriculation and required of all students who do not yet have a college degree or who will take English or Math. Students who successfully apply may be discouraged from continuing through the matriculation process if the testing process is seen as too inconvenient or daunting."

The report said that current placement instruments should be reviewed to ascertain ease of testing and that testing processes should be reviewed to ascertain student friendliness and adherence to sound business practice. We can report the following:

- English faculty and student services administration and staff will soon pilot test *Accuplacer®* (College Board) to replace the current 1984 examination (College Board) used for placement into English classes. This process entails validation work to identify appropriate cut scores (scores used to determine which level students place into). We will also purchase computers and computer furniture for installation in the Testing Center. This work is supported by an EEIF grant and enrollment management funds. Still to be discussed is the continued use of the essay examination and College of Marin’s apparent rates of placement into English classes as compared to the rates statewide and to the rates at peer colleges.
- Math faculty are currently reviewing *Accuplacer®*; early indications are that a pilot will be undertaken in Spring 2008.
- If *Accuplacer®* is fully implemented, test results should be available to students almost instantaneously. The exams are portable, given an approved proctor, computer stations, and a live feed of the test.
- The Testing Office now focuses exclusively on placement exams and does not close in order to provide make-up sessions for final examinations. An alternate site for academic make-up tests and testing for students enrolled in distance learning classes was established and funded.
- The Testing Office has undergone Program Review. Many of the other questions asked in the August 2006 administrative review are addressed in the review, submitted to the Institutional Planning Committee at its first meeting of the Fall 2007 semester. The Board will be provided a summary of this and other program reviews at its next meeting.

For information only.

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Administrator Initiating Item
Anita Martinez, Vice President of Student Learning
### BACKGROUND:

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, at its meeting on January 10-12, 2007, took action to continue the College of Marin on Warning status, and require that the college complete a Focused Midterm Report. In addition, the Commission indicated that the report will be followed by a visit by Commission representatives.

A Focused Midterm Report must give evidence of progress on recommendations selected by the Commission. The Focused Midterm Report should address all the team’s previous five recommendations with a special emphasis on Recommendation 3. In brief, the five recommendations include (1) Effective Governance; (2) College Mission; (3) Institutional Planning and Program Review; (4) Student Learning Outcomes; (5) Unfunded Retirement Liability.

The College of Marin will submit the midterm report by October 15, 2007. A draft is attached.

### RECOMMENDATION:

For information only.
**BOARD AGENDA ITEM**

<table>
<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>October 9, 2007</th>
</tr>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.10.b</td>
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<tr>
<td>Subject:</td>
<td>College of Marin Unfunded Liability Funding Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Board Consideration:</td>
<td>FOR FUTURE ACTION</td>
<td>Enclosure(s):</td>
<td>Funding Plan</td>
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**BACKGROUND:**

The Board of Trustees, through a series of meetings and discussions, has addressed all of the Retiree Health Benefit unfunded liability issues except a funding plan. Several funding options have been presented identifying the advantages, challenges and disadvantages of each option.

Due to a lack of interest of alternative funding plans, the Superintendent/President recommends that the Board of Trustees review the attached funding plan, which will be brought forward for action at the November 7, 2007 Board meeting.
College of Marin Unfunded Liability Funding Plan

In December 2006, the college had a second actuarial study of the retiree health liability that was determined to be approximately $7.4 million dollars, based on 81 eligible active employees and 89 eligible retirees. During the past year, approximately 10 eligible retirees have been dropped from the program because of age or death. Further, because the number of eligible employees, active or retired, is fixed for a limited period, age 70 or death, this trend will continue. Therefore, the College of Marin Unfunded Liability Funding Plan is as follows:

1. The $1 million dollars the college has set-aside shall be transferred into the irrevocable trust established by the California Community College League’s Retiree Health Benefit Program Joint Powers Agreement (JPA), of which the College of Marin is a member.

2. Annually, from funds that were budgeted but were not spent during the year, the President shall make a recommendation to the Board to transfer some or all of these unspent funds into the irrevocable trust as the current year funding. The President will balance the recommendation with the need to increase or preserve the unrestricted general fund reserves.

3. If it is determined that sufficient dollars are not being generated to amortize the unfunded liability, the President shall make recommendation for an alternative funding plan.

4. When it is determined that sufficient dollars have accumulated in the trust, the annual benefit payments (premium cost) for retirees shall transfer from the College of Marin to the Retiree Health Benefit Program JPA.
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Subject: Classified Personnel Recommendations
Reason for Board Consideration: APPROVAL

Date: October 9, 2007
Item & File No. C.11.B

BACKGROUND:

The following actions are included in the Classified Personnel Recommendations:

A. Appointment 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.

RECOMMENDATION:

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

N. Cruz is on the non instructional side of the 50% law.

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

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<tr>
<th>Item No.</th>
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<th>FTE</th>
<th>MPY</th>
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<td>Administrative Assistant</td>
<td>.68</td>
<td>12</td>
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BACKGROUND INFORMATION:

1. Ms. Cruz has accepted the .68 FTE/12MPY position of Administrative Assistant effective September 12, 2007.
BOARD AGENDA ITEM

To: Board of Trustees  Date: October 9, 2007
From: Superintendent/President
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

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BACKGROUND INFORMATION:

1. Mr. Joseph Giroux has been appointed Interim Chief Information Officer effective October 1, 2007-March 31, 2007 or until the position is filled permanently.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: October 9, 2007
Item & File No. C.11.D

Subject: Student and Non-Student Hourly Rate Schedule

Reason for Board Consideration:

APPROVAL

Enclosure(s):

Recommendations

BACKGROUND:

1. Please review the current Student and Non-Student Hourly Rate Schedule which proposes a new title and range for Student Ambassadors effective immediately. (See attachment 1)

2. Please review the new Student and Non-Student Hourly Rate Schedule in order to comply with Assembly Bill 1835 – which increases California minimum wage to $8.00 per hour effective January 1, 2008. (See attachment 2)

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the Student and Non-Student Hourly Rate Schedule.

Administrator Initiating Item: Linda Beam, Executive Dean of Human Relations & Labor Relations
### Student & Non-student Hourly Rate Schedule

#### Range

**A. $7.50 - $8.00 - $8.50**
- **Department Aide I** *(nursery)*
- **Library Aide I** *(shelve books)*
- **Office Aide I** *(copy, answer phones, file)*
- **Technical Aide I** *(errands, simple duplicating, Media Services receptionist)*
- **Department Aide II** *(costume assistant, props assistant)*
- **Gallery Assistant** *(maintenance, reception)*
- **Lab Assistant I** *(Life/Earth Sciences - Glassware Washing, Storage of Supplies/Equipment, Supervised Equipment Repair, Supervised Lab Setup)*
- **Library Aide II** *(book-binding and periodical aide)*
- **Office Aide II** *(record-keeping, data-entry, typing or word processing)*
- **Technical Aide II** *(supervised equipment maintenance & operations)*

**B. $9.00 - $9.50 - $10.00**
- **Department Aide III** *(Reader/Grader, Seamstress, Box Office Assistant, Campus Tour Guide)*
- **Library Aide III** *(book repair)*
- **Lifeguard*  
- **Office Aide III** *(word processing, report preparation, Bookstore Cashier)*
- **Lab Assistant II** *(Life/Earth Sciences - Database Management, Identification/Cataloguing, Equipment Repair, Reagent/Media Preparation, Culture/Population Care)*
- **Technical Aide III**

**C. $10.25 - $10.75 - $11.25**
- **Adaptive P.E. Aide**
- **Lab Assistant III** *(Life/Earth Sciences - Database Construction Exhibit Preparation, Laboratory Design)*
- **Data Processing Assistant** *(programming assistant)*
- **Department Aide IV** *(Classroom Assistant, Peer Counselor)*
- **Pool Supervisor**
- **Productions:** *(Costume Designer, House Manager, Lighting Crew Technician, Operations Aide, Production Electrician, Production Photographer, Properties)*
- **Tutor**

**D. $12.00 - $13.00 - $14.00**
- **Student Ambassadors**

**E. Pay hourly rate for position 1st Step on Salary Schedule**
- Substitutes for classified employees (CSEA, SEIU, Non-Represented) or short term assignments.

Exceptions to these rates must be approved by the Superintendent/President. Rates in each range may be chosen by the Supervisor/Manager based on experience, merit and budget. Rates for assignments not covered above will be determined on an individual basis by the Supervisor/Manager.

*HrlyRateSchd*  
Revised – Oct. 2007
STUDENT & NON-STUDENT HOURLY RATE SCHEDULE

<table>
<thead>
<tr>
<th>Range</th>
<th>Title</th>
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</table>
| A. $8.00 - $8.50 - $9.00 | Department Aide I (usher)  
Library Aide I (shelve books)  
Office Aide I (copy, answer phones, file)  
Technical Aide I (errands, simple duplicating, Media Services receptionist) |
|                  | Department Aide II (costume assistant, props assistant)  
Gallery Assistant (maintenance, reception)  
Lab Assistant I (Life/Earth Sciences - Glassware Washing, Storage of Supplies/Equipment, Supervised Equipment Repair, Supervised Lab Setup)  
Library Aide II (book-binding and periodical aide)  
Office Aide II (record-keeping, data-entry, typing or word processing)  
Technical Aide II (supervised equipment maintenance & operations) |
| B. $9.50 - $10.00 - $10.50 | Department Aide III (Reader/Grader, Seamstress, Box Office Assistant, Campus Tour Guide)  
Library Aide III (book repair)  
Lifeguard  
Office Aide III (word processing, report preparation, Bookstore Cashier)  
Lab Assistant II (Life/Earth Sciences - Database Management, Identification/Cataloguing, Equipment Repair, Reagent/Media Preparation, Culture/Population Care)  
Technical Aide III |
| C. $10.75 - $11.25 - $11.75 | Adaptive P.E. Aide  
Lab Assistant III (Life/Earth Sciences - Database Construction Exhibit Preparation, Laboratory Design)  
Data Processing Assistant (programming assistant)  
Department Aide IV (Classroom Assistant, Peer Counselor)  
Pool Supervisor  
Productions: (Costume Designer, House Manager, Lighting Crew Technician, Operations Aide, Production Electrician, Production Photographer, Properties)  
Tutor |
| D. $12.00 - $13.00 - $14.00 | Student Ambassadors |
| E. Pay hourly rate for position 1st Step on Salary Schedule | Substitutes for classified employees (CSEA,SEIU, Non-Represented) or short term assignments. |

Exceptions to these rates must be approved by the Superintendent/President. Rates in each range may be chosen by the Supervisor/Manager based on experience, merit and budget. Rates for assignments not covered above will be determined on an individual basis by the Supervisor/Manager.

Revised rates – Jan. 2008
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA  94904

BOARD AGENDA ITEM

To:  Board of Trustees  Date:  October 9, 2007
From:  Superintendent/President  Item & File No.  C.11.E
Subject: Short-Term Hourly Positions
Reason for Board Consideration:  APPROVAL
Enclosure(s):  Job Descriptions

BACKGROUND

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

Short-Term Hourly Positions.

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

Bookstore Clerk in the Bookstore and House Manager in Community Education Facilities Use are on the non-instructional side of the 50% law.

RECOMMENDATION:

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

Administrator Initiating Item: Linda Beam, Executive Dean of Human Resources & Labor Relations
### A. SHORT TERM HOURLY POSITIONS – October 9, 2007

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<td>Cashier, stock, price, customer service,</td>
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<td></td>
<td>shipping, receiving, prep for rush, and buy</td>
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<td><strong>House Manager</strong>  –</td>
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<td>House Manager during the performance of Marin</td>
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<td>Symphony Youth Orchestra. Renter to be</td>
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<tr>
<td></td>
<td>billed for the amount.</td>
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<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 above job descriptions are submitted for approval.
Marin Community College District  
Kentfield, CA 94904

Board Agenda Item

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

Reason for Board Consideration: APPROVAL

BACKGROUND:

The accompanying transfer information includes seventeen budget transfers in September, totaling $184,750.00 from Unrestricted Funds.

There were eight transfers in Restricted Funds for $15,775.00, in September.

There were two budget transfers in the Measure C Fund for a total of $3,000.00 for supplies.

Net effect of transfers for the Month of September.

<table>
<thead>
<tr>
<th>Object Code</th>
<th>General Fund</th>
<th>Child Care</th>
<th>Capital Outlay</th>
<th>Measure C Bond</th>
<th>Foundation Trust Fund</th>
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</thead>
<tbody>
<tr>
<td>1000 (Certified Salary)</td>
<td>(160,450)</td>
<td></td>
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</tr>
<tr>
<td>2000 (Classified Salary)</td>
<td>24,100</td>
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<tr>
<td>3000 (Employee Benefits)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4000 (Supplies/Eqpt. Repl.)</td>
<td>(3,592)</td>
<td></td>
<td></td>
<td></td>
<td>3,000</td>
</tr>
<tr>
<td>5000 (Other Operating Exp.)*</td>
<td>144,022</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6000 (Capital Outlay)</td>
<td>(4,080)</td>
<td></td>
<td></td>
<td>(3,000)</td>
<td></td>
</tr>
<tr>
<td>7000 (Other Outgo)**</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8000 (Income)</td>
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<td></td>
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</tr>
<tr>
<td>9000 (General Ledger)</td>
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</tr>
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</table>

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

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

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the September Budget Transfers – FY 2007/08.

Administrator Initiating Item

Albert J. Harrison II, Vice President, College Operations
### BUDGET TRANSFERS

<table>
<thead>
<tr>
<th>BT #</th>
<th>10000</th>
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<th>40000</th>
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<tr>
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<td></td>
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#### RESTRICTED FUND

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<th>30000</th>
<th>40000</th>
<th>50000</th>
<th>60000</th>
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<tbody>
<tr>
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<td>0.00</td>
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<tr>
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#### TOTAL GENERAL FUND

(160,450.00) 24,100.00 - (3,592.00) 144,022.00 (4,080.00) - - 168,122.00 201,522.00

#### Children's Center

<table>
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<td></td>
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</table>

#### Measure C

<table>
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<th>60000</th>
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#### TOTAL ALL FUND

(160,450) 24,100 0 (592) 144,022 (7,080) 0 0 168,122.00 204,522.00

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

<table>
<thead>
<tr>
<th>Code</th>
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<th>(37,500)</th>
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<tr>
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<td></td>
<td></td>
<td>(37,500.00)</td>
<td>37,500.00</td>
<td>(228,180.10)</td>
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</tbody>
</table>
Total Measure C Building transfers were funds remained within same object code.
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
   Date: October 9, 2007

From: Superintendent/President
       Item & File No. C.11.G

Subject: Warrant Approval for Month of September 2007

Reason for Board Consideration:

APPROVAL

Enclosure(s):

Warrant Listing

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 09/04/2007 through 09/25/2007, warrants 69112-69150 and 70535-70951, (Banner System checks), were issued in the total amount of $2,120,893.55.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the payments for goods and services.
DATE: October 9, 2007

TO: Members of the Board of Trustees

SUBJECT: Payment for Goods and/or Services
Per Board Bylaw 1.3310, Section b-7, it is recommended that warrants 69112-69150 and 70535-70951, in the amount of $2,120,893.74, for all funds for the period 09/04/2007 through 09/25/2007 be approved for payment. Copies of invoices for individual warrants are available for review in the Fiscal Services Office. I certify that the warrants listed are proper payments of invoices for previously approved purchase orders, agreements, contracts, utilities, materials, services and claims. The General Fund expenditures represent $1,367,966.19 of the above amount. September payroll has yet to be uploaded.

President or Designee

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Encumbered</th>
<th>Expended</th>
<th>Balance</th>
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<td>Classified Salaries</td>
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<td>1,276,782</td>
<td>8,878,361</td>
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<td>Books &amp; Supplies</td>
<td>1,246,933</td>
<td>164,912</td>
<td>107,869</td>
<td>974,152</td>
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<tr>
<td>Other Operating Expense*</td>
<td>7,687,579</td>
<td>445,325</td>
<td>967,065</td>
<td>6,275,189</td>
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<td>Capital Outlay</td>
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<td>46,992</td>
<td>207,199</td>
<td>701,496</td>
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<tr>
<td>Other Outgo**</td>
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<td>2,586</td>
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<td>2,957,358</td>
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<td>Total</td>
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<td>659,815</td>
<td>6,801,065</td>
<td>47,294,546</td>
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</table>

* Includes utilities, consultants, travel, legal services, maintenance contracts, etc.
** Includes financial aid awards and inter-fund transfers.
To: Board of Trustees  
From: Superintendent/President  
Date: October 9, 2007  
Item & File No. C.11.H  
Subject: Declaration of Surplus Property – Miscellaneous Equipment  
Reason for Board Consideration:  
Enclosure(s): List of Equipment  

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 vote to declare the items described on the attachment(s) 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 sees fit.
<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>
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<td>KTD</td>
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<td>P060505</td>
<td>3 yrs</td>
<td>Broken</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>PC Plus</td>
<td>10455</td>
<td>Unk</td>
<td>OK - Slow</td>
<td>Dispose of</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>PC Plus</td>
<td>10882</td>
<td>Unk</td>
<td>OK - Slow</td>
<td>Dispose of</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>HP 2200 DN Printer</td>
<td>N/A</td>
<td>7+ yrs</td>
<td>Destroyed- Power Surge</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Swingline Electric 3-hole punch</td>
<td>N/A</td>
<td>5+</td>
<td>Destroyed- Power Surge</td>
<td>Junk</td>
</tr>
<tr>
<td>1</td>
<td>KTD</td>
<td>Shredder</td>
<td>N/A</td>
<td>10 yrs</td>
<td>Destroyed- Power Surge</td>
<td>Junk</td>
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<td>KTD</td>
<td>TopTek CPU</td>
<td>6830</td>
<td>Unk</td>
<td>Obsolete Technology</td>
<td>Dispose of</td>
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<td>KTD</td>
<td>TopTek CPU</td>
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<td>Unk</td>
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<td>AMDEK 13&quot; Monochrome Monitor</td>
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<td>Obsolete Technology</td>
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<td>Obsolete/Old</td>
<td>Junk</td>
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</table>
BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: October 9, 2007
Item & File No. C.11.I

Subject: Reject Claim – Heather Strom

Reason for Board Consideration:

APPROVAL

Enclosure(s):

BACKGROUND:

The College has received a claim from Heather Strom. Ms. Strom requests reimbursement for costs incurred while participating in a field trip to Argentina with the College of Marin.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees reject the claim from Ms. Strom and forward the claim to our insurance administrator for follow-up.

Administrator Initiating Item

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

Through a series of discussions, the administrative staff recommends that the Board of Trustees adopt the attached Resolution to set a minimum reserve level of 7.6% of unrestricted general fund expenditures with a goal to increase the reserve level to 17%.

RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees adopt the attached Resolution establishing Reserve Operating Principles and Guidelines.
Marin Community College District
Reserve Operating Principles and Guidelines

Resolution # 10/9/07 C.12.A

WHEREAS, the College of Marin is a "Basic-Aid" district and the revenue from taxes in a fluctuating real-estate market is less predictable than the guarantee of state apportionment that non-basic aid districts receive; and

WHEREAS, the College of Marin as a "Basic-Aid" district has a greater risk from fluctuating revenues due to an unexpected downturn in the real estate market or other factors than apportionment districts and from uncertainty requires a higher level of reserves; and

WHEREAS, to protect the college from the uncertainty and unforeseen risks, a prudent contingency reserve is necessary.

NOW, THEREFORE BE IT RESOLVED that College of Marin is to maintain a minimum reserve level of no less than 7.6% of the unrestricted general fund expenditures.

BE IT FURTHER RESOLVED, that to the extent possible, College of Marin shall continue to increase the reserve level to reach a target of 17.0% of the unrestricted general fund expenditures.

PASSED AND ADOPTED by the Board of Trustees of the Marin Community College District on this 9th day of October, 2007 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
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wanden Treanor</td>
<td>President</td>
</tr>
<tr>
<td>Philip J. Kranenburg</td>
<td>Clerk</td>
</tr>
<tr>
<td>Eva Long, Ph.D.</td>
<td>Member</td>
</tr>
<tr>
<td>Harry J. Moore</td>
<td>Member</td>
</tr>
<tr>
<td>Carole Hayashino</td>
<td>Vice President</td>
</tr>
<tr>
<td>Barbara Dolan</td>
<td>Member</td>
</tr>
<tr>
<td>Greg Brockbank</td>
<td>Member</td>
</tr>
<tr>
<td>Hoa-Long Tam</td>
<td>Student Member</td>
</tr>
</tbody>
</table>
To:        Board of Trustees                      Date:       October 9, 2007
From:      Superintendent/President  Item & File No. C.12.B.1
Subject:   Long List of Candidates for Professional Services
           DSA Inspectors, Industrial Hygienists & Testing / Inspection Firms
Reason for Board Consideration:  Accept Consultant Candidates
Enclosure(s):  Long List of Firms

BACKGROUND:

As the Measure C Bond Program moves forward through design and into construction, DSA inspection services, industrial hygienist services and testing / inspection services continue to be necessary for each project. Given the long time period since the District’s first qualifications exercise for these services, the District issued a request for qualifications in July 2007 to update the District’s group of qualified professionals for these services.

All firms that submitted (see attached list) are well qualified professionals, and are recommended for acceptance by the Board at this time. Project Managers will select firms for each upcoming project from this list based on availability and best fit for the particular project.

FISCAL IMPACT:

None

RECOMMENDATION:

The Superintendent/President recommends that the Board accept the attached list of DSA inspectors, industrial hygienists and testing/inspection firms as suitable candidates for project-level professional services for Measure C bond projects.

Administrator Initiating Item
V-Anne Chernock
Director of Modernization

Administrator Approving Item
Albert J. Harrison II
Vice President, College Operations
## Consultant Candidate Firms

### Testing and Inspection
- Consolidated Engineering Laboratories
- Kleinfelder
- Inspection Services, Inc.
- Testing Engineers, Inc.
- Smith Emery Company
- PSI
- Apex Testing Laboratories, Inc.
- RES Engineers, Inc.
- Terra Search, Inc.
  
### Inspector of Record (IOR)
- Gary Proctor
- Jeff Sposato
- QA Consultants Inc.
- Ballard & Watkins
- David R. Callahan Inspections
- Steven Ferrara
- King Construction Inspection, Inc.
- Shimansky Enterprises
- Ernest Kyes
- Triple H Construction Inspection Service
- Quali-Con Enterprise, Inc.

### Industrial Hygienist
- Sensible Environmental Solutions
- Kleinfelder
- Ninno & Moore
- SCA Environmental, Inc.
- Professional Service Industries, Inc. (PSI)
BACKGROUND:

At the September 18, 2007 Board of Trustees approved Amendment # 11 to CSW/Stuber-Stroeh for program-level boundary and topographical survey corrections. Additional corrective services for individual projects are required, but costs were not known in time for the September 18 meeting. Supplemental survey services are also needed for the Environmental Landscape program to support the new location of the Greenhouse and Shade Structure at IVC.

The Board is now asked to approve Amendment #12 to the CSW contract to cover these services, as follows:

| Amendment #12 | $15,408 |
| Corrective services for PE Complex (308B): | $3,120 |
| Corrective services for West Bridge (301A): | $4,288 |
| Supplemental topographic services for Greenhouse/ | |
| Shade Structure (850C): | $8,000 |

FISCAL IMPACT:

The District will seek to recover the full cost of the corrective survey work from Sandis Humber Jones once the exact amount of the fee is ascertained. The cost of the Greenhouse/Shade Structure task will be paid from bond funds budgeted for swing space/relocation tasks.

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

| Original Contract Amount | $ 436,067 |
| Amendment # 1 | $ 21,560 |
| Amendment # 2 | $188,755 |
| Amendment # 3 | $ 87,010 |
| Amendment # 4 | $ 12,040 |
| Amendment # 5 | $ 86,170 |
| Amendment # 6 | $ 18,550 |
| Amendment # 7 | $285,988 |

District-wide master planning and assessment
Larkspur Annex Design (#321A)
District-wide additional boundary, local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)
Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan
Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)
Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)
Design services for utility extensions to PE Complex (#308B)
Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.
<table>
<thead>
<tr>
<th>Amendment #</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td># 8</td>
<td>$30,220</td>
<td>Survey work Fine Arts and Performing Arts boundaries. Topographic base map for the Greenhouses project at IVC. Design services for Pedestrian Access/Fire Vehicle Access Road for the Transportation Technology project.</td>
</tr>
<tr>
<td># 9</td>
<td>$14,950</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
</tr>
<tr>
<td># 10</td>
<td>$19,000</td>
<td>Provide Design and Construction Administrative Services for utilities to support Larkspur Annex Restroom Trailer (Project # 321B) Geotechnical Borings and report for Transportation Technology Complex (Project # 402A).</td>
</tr>
<tr>
<td># 11</td>
<td>$34,660</td>
<td>Program Level services (District Civil Engineer Project # 803A) for Boundary and Topographic Surveys corrections.</td>
</tr>
<tr>
<td># 12</td>
<td>$15,408</td>
<td>Additional services for Boundary and Topographic Surveys (corrective work and Greenhouse/Shade Structure)</td>
</tr>
</tbody>
</table>

**Total Contract Amount**: $1,250,378

**RECOMMENDATION:**

The Superintendent/President recommends that the Board approve Amendment # 12 to CSW/Stuber-Stroeh Engineering in the amount of $15,408 for survey corrections for the PE Complex and West Bridge, and supplemental topographic survey services for the Greenhouse & Shade Structure relocation.

---

**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: 10/9/07  Consultant: Caudill-Stuber-Stroech Eng.
Project(s) (name and number): Dist Civil Eng (803A) d Greenhouse
& Shade Structure (8500)
Type of contract (check all that apply):
___ Full service (architecture)  ___ Task contract (specialty consultant)
___ Short form  □ Long form
Original  ___ or  Amendment # 12
Amount of this contract/amendment: $15,408
Total amount of contract to date including this amendment $1,250,378

Documents to be included in Board packet (check and initial):
___ Full agreement  ___ Changes to agreement  Reviewed: 
___ Appendix A  □ Changes to Appendix A  Reviewed: dB
___ Appendix B  □ Changes to Appendix B  Reviewed: dB
___ Appendix C  □ Changes to Appendix C  Reviewed: dB
___ Appendix D  □ Changes to Appendix D  Reviewed: dB
___ Appendix E  □ Changes to Appendix E  Reviewed: 
___ Other backup materials? ___________________________

Legal review required? ___ Yes  □ No  If yes, counsel’s initials: ________
If not, why not?  No change to legal language

Agenda cover page prepared by:  dB  Reviewed by: dB

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

Amendments

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

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

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

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

☐ Do the numbers all add up correctly?
  Yes  No

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

☐ Appendix D: are the deliverables sufficient to manage the scope of work?
  Yes  No

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

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

---

Agenda cover page

Reviewed by: Vice President Al Harrison

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

☑ Is the reason for the amendment clearly stated?

☑ Do the amendment amounts match the amended Appendix B?
  Yes  No

☑ Are the project title and number included and correct?
  Yes  No
AMENDMENT 12

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
CSW/Stuber-Stroeh Engineering Group, Inc.

October 9, 2007

AMENDMENT 12 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group (Consultant).

APPENDIX A

1. Additional Services

All services under this amendment are Program Level services (District Civil Engineer Project # 803A).

Revised Task 1 – PE Complex

New Scope of Services for Task 1

a. Adjust all existing supplemental survey control points, topographic points and existing utilities invert elevations and rims
b. Revise or re-create existing DTM surface and re-contour existing topographic drawings
c. Revise designed grading elevation and proposed utility inverts and rims and re-create proposed DTM surface and contours
d. Recalculate and/or adjust earthwork quantity calculations as necessary
e. Revise all grading elevation annotations on all finished drawings
f. “Revised elevation” coordination with other consultants involved in the project
g. Re-plotting and re-signing all finished or submitted drawings

Task 7 – West Campus Bridge

a. Adjust all existing supplemental survey control points, topographic points and existing utilities invert elevations and rims
b. Revise or re-create existing DTM surface and re-contour existing topographic drawings
c. Revise all grading elevation annotations on all finished drawings

Project # 850C – Greenhouse & Shade Structure

a. Topographical Map
   1. Contour lines
   2. Ground elevation shots
   3. ADA control points
   4. Trees (location, type and caliber)
   5. Tree drip lines (from aerial)
   6. Location of service connections
   7. Location of existing utilities

END OF AMENDMENT 12 TO APPENDIX A
AMENDMENT 12 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

I. **Amount of Compensation for Services to Consultant**

<table>
<thead>
<tr>
<th>Amendment #</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>District-wide master planning and assessment</td>
<td>$436,067</td>
</tr>
<tr>
<td>Total Amendment # 1</td>
<td>Larkspur Annex Design (#321A)</td>
<td>$21,560</td>
</tr>
<tr>
<td>Total Amendment # 2</td>
<td>District-wide additional boundary, Local agency reviews, surveys, expanded scope at Lark Annex (#321A), initial scope analysis of IVC Creek Erosion (#419A) and IVC Storm Drain Repairs (#401A)</td>
<td>$188,755</td>
</tr>
<tr>
<td>Total Amendment # 3</td>
<td>Master planning of Kentfield campus utility systems in support of proposed Bond Spending Implementation Plan</td>
<td>$87,010</td>
</tr>
<tr>
<td>Total Amendment # 4</td>
<td>Initial utility surveying for new IVC Main Building (#417A), DSA submittal for Lark Annex (#321A)</td>
<td>$12,040</td>
</tr>
<tr>
<td>Total Amendment # 5</td>
<td>Design services for Kentfield West Campus Bridge (#301A), supplemental topographic surveying for PE Complex (#308B)</td>
<td>$86,170</td>
</tr>
<tr>
<td>Total Amendment # 6</td>
<td>Design services for utility extensions to PE Complex (#308B)</td>
<td>$18,550</td>
</tr>
<tr>
<td>Total Amendment # 7</td>
<td>Misc. geotechnical, survey and design services (11 tasks) related to both KTD and IVC.</td>
<td>$285,988</td>
</tr>
<tr>
<td>Amendment # 8</td>
<td>Topographic and design services for New Fine Arts Project (306C), Performing Arts Modernization Project (306A), Transportation Technology Complex Project (402A) and Greenhouse/Shade Structure Project (850C)</td>
<td>$30,220</td>
</tr>
<tr>
<td>Amendment # 9</td>
<td>Provide Design and Construction Administrative Services for construction of utilities to support temporary housing and program spaces at PE Complex.</td>
<td>$14,950</td>
</tr>
<tr>
<td>Amendment # 10</td>
<td>Provide Design and Construction Administrative Services to the Larkspur Annex Restroom Trailer (Project # 321B) and Geotechnical Borings and report for Transportation Technology Complex (Project # 402A)</td>
<td>$19,000</td>
</tr>
</tbody>
</table>
Amendment # 12

Project # 803A – District Civil Engineering Services
Revised Task 1 – PE Complex
New Scope of Services for Task 1
a. Adjust all existing supplemental survey control points, topographic points and existing utilities invert elevations and rims
b. Revise or re-create existing DTM surface and re-contour existing topographic drawings
c. Revise designed grading elevation and proposed utility invert and rims and re-create proposed DTM surface and contours
d. Recalculate and/or adjust earthwork quantity calculations as necessary
e. Revise all grading elevation annotations on all finished drawings
f. "Revised elevation" coordination with other consultants involved in the project
g. Re-plotting and re-signing all finished or submitted drawings

Task 7 – West Campus Bridge
a. Adjust all existing supplemental survey control points, topographic points and existing utilities invert elevations and rims
b. Revise or re-create existing DTM surface and re-contour existing topographic drawings
c. Revise all grading elevation annotations on all finished drawings

Project # 850C – Greenhouse & Shade Structure
b. Topographical Map
   1. Contour lines
   2. Ground elevation shots
   3. ADA control points
   4. Trees (location, type and caliber)
   5. Tree drip lines (from aerial)
   6. Location of service connections
   7. Location of existing utilities

Total Amendment # 12 $15,408

Total Contract Amount $1,250,378

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 12 to Appendix A – Scope of Services shall not exceed $15,408. Payments made for services authorized under AMENDMENT 12 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 12 TO APPENDIX B
AMENDMENT 12 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroeh Engineering Group, Inc. (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 12 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>Task 1 – PE Complex (803A)</td>
<td></td>
</tr>
<tr>
<td>Revised Scope of work – Task 1</td>
<td>10/31/2007</td>
</tr>
<tr>
<td>Task 7 – West Campus Bridge (803A)</td>
<td>10/31/2007</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 12 TO APPENDIX C
AMENDMENT 12 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW/Stuber-Stroch Engineering Group. (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 12 to Appendix A – Scope of Work

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

   Task 1 – PE Complex Modernization
           Revised Civil Construction Drawings

   Task 7 – West Campus Bridge
           Revised Civil Construction Drawings

   Project # 850C – Greenhouse & Shade Structure
           Topo Map for Construction Drawings

END OF AMENDMENT 12 TO APPENDIX D
AMENDMENT 12 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and CSW Stuber-Stroeh Engineering Group, Inc. (Consultant).

No Changes.

END OF AMENDMENT 12 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 12 to the Professional Services Agreement dated August 31, 2005 between the MARIN COMMUNITY COLLEGE DISTRICT and CSW Stuber-Stroeh Engineering Group, Inc.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ________________

Al Harrison
Vice President College Operations

CSW Stuber-Stroeh Engineering Group, Inc

By ___________________________ Date ________________

______________________________ Its ____________________
BACKGROUND:

Part of the Measure C bond program since inception has involved construction of a base topographic survey by Sandis Humber Jones (SHJ) and development of supplemental civil surveys by Marcy Wong Donn Logan (MWDL) Architects’ civil engineer.

In July, 2007, the District’s civil engineer (CSW) discovered a discrepancy in the original SHJ survey, impacting all Kentfield projects currently in design. Amendment #2 to MWDL, presented herein for approval in the amount of $17,500, covers the necessary corrective survey work for the Fine and Performing Arts projects. The District will seek to recover the full cost of this work from Sandis Humber Jones once the exact amount of the fee is ascertained.

FISCAL IMPACT:

This amendment will be paid from Measure C bond funds UNTIL A SETTLEMENT IS REACHED WITH Sandis Humber Jones. The total amount of this contract to date is as follows:

- Original Contract Amount: $3,290,000
- Amendment #1: $125,100
- Amendment #2: $17,500
- Total Contract Amount: $3,432,600

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment # 2 to Marcy Wong Donn Logan Architects in the amount of $17,500 for boundary and topographical survey corrections for the Fine & Performing Arts Building projects.
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07 Consultant: Marcy Wong Donn Logan Architects
Project(s) (name and number): Civil Engineering Services (803A)
Type of contract (check all that apply):

___ Full service (architecture) ___ Task contract (specialty consultant)
___ Short form ___ Long form
Original _____ or Amendment # 1

Amount of this contract/amendment: $17,500
Total amount of contract to date including this amendment $343,100

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

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

Legal review required? _____ Yes ___ No If yes, counsel’s initials: 
If not, why not? No change to legal language

Agenda cover page prepared by: Reviewed by: P.K.

Submittal sign-off:
Program Manager: P.K. Director: Mr. Hurnack

Amendment Checklist 9/21/2007 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

**Amendments**

- [ ] Are there changes to the master agreement? Yes No
  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? Yes No
  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? Yes No
  Reviewed by legal counsel? N/A Yes No
- [ ] Coordination: cross-check all items in amendment with one another

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**Agenda cover page**

- [ ] Is the type of contract clearly defined? Yes No
  Basic or additional service? Yes Add'
- [ ] Is the reason for the amendment clearly stated? Yes No
- [ ] Do the amendment amounts match the amended Appendix B? Yes No
- [ ] Are the project title and number included and correct? Yes No

Reviewed by: Vice President Al Harrison

Amendment Checklist 9/21/2007
AMENDMENT 2

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT
and
Marcy Wong Donn Logan Architects

October 9, 2007

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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

APPENDIX A

1. Additional Services

All services under this amendment are Program Level services. Corrections to topographic and boundary surveys (District Civil Engineer Project # 803A).

Task 1 – New Fine Arts Building Project & Performing Arts Building Modernization Project

Task 1
a. Obtain AutoCAD & paper copies of District’s survey and disseminate to design team
b. Review final survey topographic lines and spot elevations
c. Update AutoCAD base plan to incorporate new survey
d. Modify survey layers for proper lines weights and to reflect demolition vs. existing construction to remain
e. Revise accessible path of travel, recalculate ramp slopes, etc. as required
f. Update floor plans to coordinate with final grades
g. Coordination with Landscape Architect and Civil Engineer

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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

1. **Amount of Compensation for Services to Consultant**

   **Original Contract Amount**
   Design services for Fine and Performing Arts
   $3,290,000

   **Total Amendment #1**
   Funding augmentation for additional programming and conceptual design services
   PA Building Modernization survey specifications for re-use
   of mechanical & electrical components
   $125,100

   **Amendment #2**
   Topographic & boundary corrections (# 803A)

   **Total Amendment #2**
   $17,500

   **Total Contract Amount**
   $3,432,600

1.1 The specific Guaranteed Maximum Price ("GMP") for work authorized under AMENDMENT 2 to Appendix A – Scope of Services shall not exceed $17,500. 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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 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>Revise topographic and civil drawings affected by the new corrected elevation datum</td>
<td>11/30/2007</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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (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:

- Revised topographic and civil drawings.

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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and Marcy Wong Donn Logan Architects (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 April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT and Marcy Wong Donn Logan Architects.

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ______________

Al Harrison
Vice President College Operations

Marcy Wong Donn Logan Architects

By ___________________________ Date ______________

______________________________ Its ______________
MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

BOARD AGENDA ITEM

To: Board of Trustees
From: Superintendent/President
Date: October 9, 2007
Item & File No. C.12.B.2(c)
Subject: Program Wide Planning (# 808A) & Project Specific (306A, 306C & 308B)
Steinberg Architects – Amendment # 7
Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): LF Amendment # 7

BACKGROUND:

On August 31, 2005 Steinberg Architects was selected as the District Architect for the Measure C Bond Program. At this time Program Wide Planning and Project Specific work is complete. Credit for funds not utilized by Steinberg Architects will be used for other professional services within each of the projects listed below.

Credit to Steinberg Architects Amendment # 1
Fine Arts Programming
(S $28,150)
($14,075) Project # 306A, PA Modernization
($14,075) Project # 306C, New FA Building

Credit to Steinberg Architects Amendment # 3
Program Definition Document (PDD) services
($33,493)
($9,378) Project # 808A, District Architect
Master Plan Design Verification PE Complex
($24,115) Project # 308B, PE Complex Project

Total (Credit) Amendment # 7
($ 61,643)

The District recommends that the Board approve Credit Amendment # 7 for Steinberg Architects.

FISCAL IMPACT:

All funds credited from Steinberg Architect’s Amendments # 1 and # 3 will be kept in Measure C bond project budgets as noted. The total amount of Steinberg Architect’s contract is as follows:

Original Long Form Contract Amount
$956,396
Total Amendment # 1
$146,025
Total Amendment # 2
$444,017
Total Amendment # 3
$174,236
Total Amendment # 4
$ 64,500
Total Amendment # 5
$ 19,350
Total Amendment # 6
$ 0
Total Amendment # 7 (Credit)
$ 61,643
Total Contract Amount
$ 1,742,881

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Credit Amendment # 7 to Steinberg Architects in the amount of ($61,643).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07 Consultant: Steinberg Architects
Project(s) (name and number): Program Wide Planning (308A) Proj. Specific (308A, 308C & 308B)
Type of contract (check all that apply):
___ Full service (architecture) ___ Task contract (specialty consultant)
___ Short form ___ Long form
Original _____ or Amendment # 7
Amount of this contract/amendment: $ < 61,1437 credit
Total amount of contract to date including this amendment $ 1,742,881

Documents to be included in Board packet (check and initial):
___ Full agreement ___ Changes to agreement Reviewed: 
___ Appendix A ___ Changes to Appendix A Reviewed: PAS
___ 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; changes to legal language

Agenda cover page prepared by: Reviewed by: 

Submittal sign-off:
Program Manager: Director: 

Amendment Checklist 9/24/2007 1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement? Yes No
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? N/A Yes No

☑ Appendix B: is the fee appropriate to the scope of work? N/A Yes No
Is the fee within budget?
If not, does it require a budget transfer? N/A Yes No

☑ Do the numbers all add up correctly? Yes No

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

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

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

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

Agenda cover page

Reviewed by: Vice President Al Harrison

☑ 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
AMENDMENT 7

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

Steinberg Architects

October 9, 2007

AMENDMENT TO 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 Steinberg Architects (Consultant).

1. Compensation

Consultant’s total compensation for Services performed under the long form professional services agreement and amendments shall be a credit in the amount of ($61,643).

Deductive: ($61,643)

Amount of compensation to consultant for services is as follows:

<table>
<thead>
<tr>
<th>Original Long Form Contract Amount</th>
<th>$956,396</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amendment # 1</td>
<td>$146,025</td>
</tr>
<tr>
<td>Total Amendment # 2</td>
<td>$444,017</td>
</tr>
<tr>
<td>Total Amendment # 3</td>
<td>$174,236</td>
</tr>
<tr>
<td>Total Amendment # 4</td>
<td>$ 64,500</td>
</tr>
<tr>
<td>Total Amendment # 5</td>
<td>$ 19,350</td>
</tr>
<tr>
<td>Total Amendment # 6</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total Amendment # 7 (Credit)</td>
<td>($61,643)</td>
</tr>
</tbody>
</table>

| Total Contract Amount             | $ 1,742,881 |

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

MARIN COMMUNITY COLLEGE DISTRICT

By ___________________________ Date ___________________

Al Harrison
Vice President College Operations

Steinberg Architects
Principal

By ___________________________ Date ___________________

_________________________________________ Its ___________________
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 PE Complex Modernization project. In addition to the Master Signage Plan for the Kentfield and Indian Valley Campuses it was understood that amendments will be brought forward for project specific signage design work.

Project Specific Signage design work for the Main Building Complex Project (417A) will include all signage design work through the construction documents phase.

The District recommends the Board approve Amendment #1 for Kate Keating Associates, Inc. for completion of the Master Signage Plan work and project specific signage design work. This is the first amendment to Kate Keating Associates, Inc.'s contract. Amendment #1 is presented herein for approval as follows:

<table>
<thead>
<tr>
<th>Total Amendment #1</th>
<th>$139,795</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of master signage design services</td>
<td>$97,500</td>
</tr>
<tr>
<td>Trans Tech Complex project specific services</td>
<td>$16,560</td>
</tr>
<tr>
<td>Main Building Complex project specific services</td>
<td>$25,735</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

This amendment in the amount of $139,795 will be paid from Measure C bond funds.

| Original Long Form Contract Amount | $123,670 |
| Amendment #1 | $139,795 |
| Total Contract Amount | $263,465 |

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment #1 to Kate Keating Associates, Inc. in the amount of $139,795 for Master Signage Design work (812A) and project-specific signage design work for the Transportation Technology Complex (402B) and the Main Building Complex (417A).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07 Consultant: Kate Keating Assoc., Inc.
Project(s) (name and number): Master Signage (812A) & Pro. Spec. Troux Tech (402A) & Main Bldg (417A)

Type of contract (check all that apply):

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

Original ______ or Amendment # ___ 1____

Amount of this contract/amendment: $ 139,795

Total amount of contract to date including this amendment $ 263,405

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

___ Full agreement ___ Changes to agreement Reviewed: ___

___ Appendix A _✓_ Changes to Appendix A Reviewed: BGS
___ Appendix B _✓_ Changes to Appendix B Reviewed: BGS
___ Appendix C _✓_ Changes to Appendix C Reviewed: BGS
___ Appendix D _✓_ Changes to Appendix D Reviewed: BGS
___ 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 changes to legal language___

Agenda cover page prepared by: BGS Reviewed by: BGS

Submittal sign-off:
Program Manager: BGS Director: A. Schumuck
## Measure C Bond Modernization Program
### Checklist for Consultant Contract Review

<table>
<thead>
<tr>
<th>Amendments</th>
<th>Reviewed by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Are there changes to the master agreement?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>Have they been reviewed by legal counsel?</td>
<td>N/A Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Appendix A: is the scope of work consistent with the requirements of the master agreement?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Appendix B: is the fee appropriate to the scope of work?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Is the fee within budget?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>If not, does it require a budget transfer?</td>
<td>N/A Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Do the numbers all add up correctly?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Appendix C: is the milestone schedule appropriate, reasonable, and sufficient to manage the scope of work?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Appendix D: are the deliverables sufficient to manage the scope of work?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Appendix E: has the insurance requirement changed?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>Reviewed by legal counsel?</td>
<td>N/A Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Coordination: cross-check all items in amendment with one another</td>
<td></td>
</tr>
</tbody>
</table>

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### Agenda cover page

<table>
<thead>
<tr>
<th>Reviewed by:</th>
<th>Vice President Al Harrison</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Is the type of contract clearly defined?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>Basic or additional service?</td>
<td>Basic N/A Add'l</td>
</tr>
<tr>
<td>[ ] Is the reason for the amendment clearly stated?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Do the amendment amounts match the amended Appendix B?</td>
<td>Yes ☑ No ☐</td>
</tr>
<tr>
<td>[ ] Are the project title and number included and correct?</td>
<td>Yes ☑ No ☐</td>
</tr>
</tbody>
</table>
AMENDMENT 1

To the Professional Services Agreement between the
MARIN COMMUNITY COLLEGE DISTRICT

and

Kate Keating Associates, Inc.

October 9, 2007

AMENDMENT 1 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

1. Additional Services

Master Signage Plan (812A)

Phase IV Campus Maps Design
Phase V Construction Documentation

Transportation Technology Complex Project (402A)

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 of all signage required by DSA. Submit to team for review and comment.
3. Develop life safety signage design submittal for review by Fire Marshall
4. Incorporate comments from review. Submit package for DSA review.
5. Meet with project team to review DSA comments and review all aspects of the sign program with the project. Confirm messages, quantities and location for all signs.
6. Incorporate DSA and project team comments.
7. Prepare Construction Documents for all sign components; documents shall indicate location, materials, construction details and specifications of all signage items in sufficient detail for the bid, fabricated and installed. Submit packages at 95% for review and coordination. Submit 100% for bid and construction.
8. Remove “boiler plate” specification and drawing details from documents and replace with complete COM Building Design Standards.

Main Building Complex (417A)

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 of all signage required by DSA. Submit to team for review and comment.
3. Develop life safety signage design submittal for review by Fire Marshall
4. Incorporate comments from review. Submit package for DSA review.
5. Meet with project team to review DSA comments and review all aspects of the sign program with the project. Confirm messages, quantities and location for all signs.

6. Incorporate DSA and project team comments.

7. Prepare Construction Documents for all sign components; documents shall indicate location, materials, construction details and specifications of all signage items in sufficient detail for the bid, fabricated and installed. Submit packages at 95% for review and coordination. Submit 100% for bid and construction.

8. Remove “boiler plate” specification and drawing details from documents and replace with complete COM Building Design Standards.

END OF AMENDMENT 1 TO APPENDIX A
AMENDMENT 1 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 Keating Associates, Inc. (Consultant).

1. **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**

   | Completion of Master Plan Signage design services (812A) | $ 97,500  |
   | Trans Tech Complex project specific design services (402A) | $ 16,560  |
   | Main Building Complex project specific design services (417A) | $ 25,735  |

   **Total Amendment #1**  
   $ 139,795

**Total Contract Amount**  
$ 263,465

1.1 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 1 to Appendix A – Scope of Services shall not exceed $139,795. Payments made for services authorized under AMENDMENT 1 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

END OF AMENDMENT 1 TO APPENDIX B
AMENDMENT 1 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 1 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>Completion of Master Plan Signage design work</td>
<td>June 30, 2008</td>
</tr>
<tr>
<td>Trans Tech Complex project specific design work</td>
<td>April 30, 2008</td>
</tr>
<tr>
<td>Main Building Complex project specific design work</td>
<td>April 30, 2008</td>
</tr>
</tbody>
</table>

END OF AMENDMENT 1 TO APPENDIX C
AMENDMENT 1 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 1 to Appendix A – Scope of Work

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

100% Construction Documents for the following projects:
- Master Signage Plan (Project 812A)
- Main Building Complex (Project 417A)
- Transportation Technology Complex (Project 402A)

END OF AMENDMENT 1 TO APPENDIX D
AMENDMENT 1 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 1 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 1 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 ______________
BACKGROUND:

Redesign and re-engineering work are necessary for the building foundation portion of the Main Building Complex Project (417A).\(^1\) The Board has been briefed on the specifics of the issues and concerns related to this work.

VBN Architects’ contract, executed on April 17, 2007, includes two previously approved amendments. Amendment \# 3 is presented herein for approval as follows:

Amendment \# 3  
$ 20,960

FISCAL IMPACT:

This amendment in the amount of $20,960 will be paid from Measure C bond funds. The total contract to date is as follows:

| Original Long Form Contract Amount | $ 1,927,086 |
| Amendment \# 1 | $ 45,359 | Additional project programming |
| Amendment \# 2 | $ 5,900 | Additional services for supplementary design services as requested by the Board of Trustees |
| Amendment \# 3 | $ 20,960 | Additional services for revised structural foundation system |
| Total Contract Amount | $ 1,999,305 |

RECOMMENDATION:

The Superintendent/President recommends that the Board approve Amendment \# 3 to VBN Architects in the amount of $20,960 for the Main Building Complex Project (417A).

---

\(^1\) Work associated with the addition of a curved trellis on the north side of the building and structural support for a possible future wind turbine is being completed within the base contract (no additional fee).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07  Consultant: VBN Architects
Project(s) (name and number): Main Bldg Complex (417A)

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: $20,960
Total amount of contract to date including this amendment $1,999,305

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 changes to legal language

Agenda cover page prepared by: ______  Reviewed by: ______

Submittal sign-off:
Program Manager: ______  Director: ______

Amendment Checklist  9/21/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

☑ Are there changes to the master agreement? Yes No
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? Yes No
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? Yes No
Reviewed by legal counsel? N/A Yes No

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

Agenda cover page

Reviewed by: [Signature]
Vice President Al Harrison

☑ Is the type of contract clearly defined? Yes No
Basic or additional service? Basic Add'

☑ Is the reason for the amendment clearly stated? Yes No

☑ Do the amendment amounts match the amended Appendix B? Yes No

☐ Are the project title and number included and correct? Yes No
AMENDMENT 3

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

October 9, 2007

AMENDMENT 3 to APPENDIX A – SCOPE OF SERVICES

This is an AMENDMENT attached to, and made a part of the Professional Services Agreement
(Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District)
and VBN Architects (Consultant).

APPENDIX A

1. Additional Services

All services under this amendment are for the Main Building Complex Project (417A) for the re
engineering of the foundation.

- Expenses for Structural Engineers
  1. Schematic Design
  2. Design Development
  3. Construction Documents
  4. Construction Support
- Meetings, coordination and design

END OF AMENDMENT 3 TO APPENDIX A
AMENDMENT 3 to APPENDIX B – PAYMENT TO CONSULTANT

This is an AMENDMENT attached to, and made a part of, Appendix B - Scope of Services of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and VBN Architects (Consultant).

1. **Amount of Compensation for Services to Consultant**

   **Original Long Form Contract Amount**
   $1,927,086

   1.1 The Task List for Work as described in AMENDMENT 1 to Appendix A shall be as follows:

   **Amendment # 1**
   $45,359
   Task 1. Additional Project Programming

   **Amendment # 2**
   $5,900
   Task 1. Additional services for studies and supplementary data requested by and for the Board of Trustees for the new Main Building Complex on the Indian Valley Campus.

   **Amendment # 3**
   Expenses for Structural Engineers $14,600
   Schematic Design
   Design Development
   Construction Documents
   Construction Support
   Meetings, coordination and design $6,360

   **Total Amendment # 3**
   $20,960

   **Total Contract Amount**
   $1,999,305

1.2 The specific Guaranteed Maximum Price (“GMP”) for work authorized under AMENDMENT 3 to Appendix A – Scope of Services shall not exceed $20,960. Payments made for services authorized under AMENDMENT 3 to Appendix A shall be considered to be part of the GMP agreed to in Appendix B – Payments to Consultant.

**END OF AMENDMENT 3 TO APPENDIX B**
AMENDMENT 3 TO APPENDIX C – MILESTONE SCHEDULE

This is an AMENDMENT attached to, and made a part of, Appendix C – Milestone Schedule of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and VBN Architects (Consultant).

The following table is a list of activities to be performed by Consultant, District and other parties with regard to work authorized under AMENDMENT 3 to Appendix A – Scope of Services under this Agreement, for which specific time deadlines for performance shall be set as follows:

No change.

END OF AMENDMENT 3 TO APPENDIX C
AMENDMENT 3 to Appendix D – Deliverables

This is an AMENDMENT attached to, and made a part of, Appendix D – Deliverables of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and VBN Architects (Consultant).

1. Deliverables for Work Authorized under AMENDMENT 3 to Appendix A – Scope of Work

   No change.

END OF AMENDMENT 3 TO APPENDIX D
AMENDMENT 3 TO APPENDIX E – INSURANCE

This is an AMENDMENT attached to, and made a part of, Appendix E – Insurance of the Professional Services Agreement (Agreement) dated April 17, 2007 between the MARIN COMMUNITY COLLEGE DISTRICT (District) and VBN Architects (Consultant).

No Changes.

END OF AMENDMENT 3 TO APPENDIX E

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT 3 to the Professional Services Agreement dated April 17, 2006 between the MARIN COMMUNITY COLLEGE DISTRICT and VBN Architects.

MARIN COMMUNITY COLLEGE DISTRICT

By ________________________________  Date ________________

Al Harrison
Vice President College Operations

VBN Architects

By ________________________________  Date ________________

__________________________________  Its ________________
BOARD AGENDA ITEM

To: Board of Trustees

From: Superintendent/President

Date: October 9, 2007

Item & File No. C.12.B.2(f)

Subject: Performing Arts Modernization Project (# 306A)
Indoor Hygienist Services
Sensible Environmental Solutions, Inc. - Short Form Professional Services Agreement

Reason for Board Consideration: ACTION APPROVAL

Enclosure(s): SF Prof Services Agreement

BACKGROUND:

Industrial Hygienist services are necessary to complete the impact assessment of hazardous materials work in support of the ongoing design work for the Performing Arts Modernization project. The impact assessment of hazardous materials work will have a distinct influence on the final design decision in order to maintain the design budget for completion of the Design Development phase. Hazardous materials handling is assigned to special consultants, to limit the designer’s liability.

Short Form Professional Services Agreement $ 15,000

FISCAL IMPACT:

The Short Form Professional Services Agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for Sensible Environmental Solutions, Inc. in the amount of $15,000 for industrial hygienist services for the Performing Arts Modernization Project (# 306A).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07 Consultant: Sensible Environmental
Project(s) (name and number): PA Modernization (300A)

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: $15,000

Total amount of contract to date including this amendment $15,000

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

___ Full agreement  ___ Changes to agreement  Reviewed: PJB
___ 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 changes to legal language

Agenda cover page prepared by:  GB  Reviewed by: PJB

Submittal sign-off:
Program Manager:  PJB  Director: ARCHERMAN

Amendment Checklist  9/24/2007  1
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Amendments

Reviewed by: [Signature]

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

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

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

☐ Is the fee within budget?
   If not, does it require a budget transfer?
   Yes ☐ No ☑

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

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

☐ Appendix D: are the deliverables sufficient to manage the scope of work?
   Yes ☐ No ☑

☐ Appendix E: has the insurance requirement changed?
   Reviewed by legal counsel?
   Yes ☐ No ☑

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

Agenda cover page

Reviewed by: [Signature]
Vice President Al Harrison

☐ 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 ☐
CONSULTANT:
Sensible Environnemental Solutions, Inc.
1704 Alhambra Avenue
Martinez, CA 94553
(925) 370-9737/F: (925) 370-1453

October 9, 2007

I. SCOPE OF THE SERVICES

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

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

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

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

II. COMPENSATION FOR SERVICES

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

III. SCHEDULE OF PERFORMANCE

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

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

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

**By U.S. Postal Service:**
Marin Community College District
c/o Swinerton Management & Consulting
P.O. Box 144003
Kentfield, CA 94914

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

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

(4) Consultant must comply with Appendix A.

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

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

CONSULTANT

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<tr>
<td>Mitchell M. Edwards</td>
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MARIN COMMUNITY COLLEGE DISTRICT

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<tr>
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<td>Title</td>
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<td>Vice President College Operations</td>
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Rev. 1_20050604  Professional Services Agreement (Consultant)  Short Form
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

9. **Non-Discrimination Policy.** Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

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

11. **Execution: Venue: Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

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

INSURANCE

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

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company A or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 annual general aggregate per project and $1,000,000 each occurrence.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than $1,000,000 combined single limit including coverage for owned, non-owned and hired vehicles.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
2. **Insurance terms and conditions:**

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

On Consultant’s Commercial General Liability policy, the MARIN COMMUNITY COLLEGE DISTRICT, and its Trustees, officers, officials, representatives, employees, Consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

2.3 Certificates of Insurance shall include the following statement: “Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof.”

2.4 Consultant’s insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

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

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

3 **Provide Proof of Insurance**

3.1 **Address Certificate Holder to:**

Marin Community College District  
835 College Avenue  
Kentfield, CA 94904

3.2 **Send Insurance Certificate and Endorsement to:**

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

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

END OF APPENDIX A
BACKGROUND:

As the PE Portables Project (850F) moves forward, testing and inspection services will be required during installation and setup. The District recommends approving a Short Form Professional Services Agreement for the PE Complex Portable Project (# 850F) for Kleinfelder, Inc. Kleinfelder is included in the list of professional services candidates presented for acceptance elsewhere in this Board agenda.

Short Form Professional Services Agreement $ 7,500

FISCAL IMPACT:

The Short Form Professional Services Agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for Kleinfelder, Inc. in the amount of $ 7,500 for testing & inspection services for the PE Complex Portables Project (# 850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07  Consultant: Kleinfelder, Inc.

Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

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

___ Short form  ___ Long form

Original ✔ or Amendment # ___________

Amount of this contract/amendment: $7,500

Total amount of contract to date including this amendment $7,500

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

✔ Full agreement  ___ Changes to agreement  Reviewed:PG

___ 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 changes to legal language

Agenda cover page prepared by: EB  Reviewed by: PG

Submittal sign-off:
Program Manager: PG  Director: AH

Amendment Checklist  9/24/2007  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?
Yes ☐ No

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

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

☐ Is the fee within budget?
If not, does it require a budget transfer?
Yes ☐ No

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

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

☑ Appendix D: are the deliverables sufficient to manage the scope of work?
Yes ☐ No

☑ Appendix E: has the insurance requirement changed?
Reviewed by legal counsel?
Yes ☐ No

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

Agenda cover page

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

☐ Is the reason for the amendment clearly stated?
Yes ☐ No

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

☐ Are the project title and number included and correct?
Yes ☐ No
I. SCOPE OF THE SERVICES

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

1. Special Testing and Inspection Services for the installation of data, plumbing and electrical utilities for 7 portable units.

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

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is Seven Thousand Five Hundred Dollars and no cents ($7,500.00) inclusive of reimbursable expenses to be paid as: lump sum with progress payments.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by October 15, 2007 and complete the Services by December 31, 2007.
IV. TERMS AND CONDITIONS

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

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

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $7,500.00.

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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.
INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated October 9, 2007 between the Marin Community College District (the “District”), and Kleinfeld (“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:  
October 9, 2007  
Item & File No.  
C.12.B.2(h)  

Subject:  
PE Complex Portables Project (# 850F) 
DSA Inspector Services 
QA Consultants, Inc. - Short Form Professional Services Agreement  

Reason for Board Consideration:  
ACTION APPROVAL  
Enclosure(s):  
SF Prof Services Agreement  

BACKGROUND:  

As the PE Portables project (850F) moves forward, DSA Inspection Services will be required during installation and setup. The District recommends approving a Short Form Professional Services Agreement with QA Consultants, Inc. for this project. QA Consultants is included in the list of professional services candidates presented for acceptance elsewhere in this Board agenda. 

Short Form Professional Services Agreement  
$ 8,640  

FISCAL IMPACT:  

The Short Form Professional Services Agreement will be paid from Measure C bond funds.  

RECOMMENDATION:  

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for QA Consultants in the amount of $ 8,640 for DSA Inspection Services for the PE Complex Portables Project (# 850F).
Measure C Bond Modernization Program
Checklist for Consultant Contract Review

Date: 10/9/07 Consultant: QA Consultants, Inc.

Project(s) (name and number): PE Complex Portables (850F)

Type of contract (check all that apply):

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

Original ✔ or Amendment #

Amount of this contract/amendment: $8,1040

Total amount of contract to date including this amendment $8,1040

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

✔ Full agreement

_____ Appendix A

_____ Appendix B

_____ Appendix C

_____ Appendix D

_____ Appendix E

___ Other backup materials?

Reviewed:

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

If not, why not?   No changes to legal language

Agenda cover page prepared by:   EB   Reviewed by:   RB

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

**Amendments**

Reviewed by: [Signature]

- ☑ Are there changes to the master agreement? Yes ☐ No
  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? Yes ☐ No
  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? Yes ☐ No
  Reviewed by legal counsel? N/A Yes No

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

---

**Agenda cover page**

Reviewed by: [Signature] 
Vice President Al Harrison

- ☑ 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
COLLEGE OF
MARIN
MARIN COMMUNITY COLLEGE DISTRICT
835 College Avenue,
Kentfield, CA 94904

SHORT FORM OF
PROFESSIONAL SERVICES AGREEMENT

CONSULTANT:
QA CONSULTANTS, INC.
3869 FRUITVALE AVE.
OAKLAND, CA 94602
510-530-9918
510-530-9917 (FAX)

October 9, 2007

I. SCOPE OF THE SERVICES

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

1. DSA Inspector for observation and inspection of installation of portable units and associated services utilities.

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

II. COMPENSATION FOR SERVICES

Consultant’s total compensation for Services performed under this Agreement is Eight Thousand Six Hundred Forty Dollars and no cents ($8,640.00) inclusive of reimbursable expenses to be paid as: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, with a guaranteed not to exceed price of $__________.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by October 15, 2007 and complete the Services by December 31, 2007.
IV. TERMS AND CONDITIONS

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

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

**By U.S. Postal Service:**
- Marin Community College District
- c/o Swinerton Management & Consulting
- P.O. Box 144003
- Kentfield, CA 94914

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

(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 $8,640.00

CONSULTANT  
MARIN COMMUNITY COLLEGE DISTRICT

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

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

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

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

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

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

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Appendix A to Professional Services Agreement

INSURANCE

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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
Date: October 9, 2007
Item & File No. C.12.B.2(i)

Subject: Pomo 4 Roof Replacement Project (# 402B)
          DSA Inspector
          Gary Proctor Construction Consultation - Short Form Professional Services Agreement
Reason for Board Consideration: ACTION APPROVAL
Enclosure(s): SF Prof Services Agreement

BACKGROUND:

DSA Inspection Services will be required for the Pomo 4 Roof Replacement project (402B). The District recommends approving a Short Form Professional Services Agreement with Gary Proctor Construction Consultation for this project. Gary Proctor Construction Consultation is included in the list of professional services candidates presented for acceptance elsewhere in this Board agenda.

Short Form Professional Services Agreement $10,000

FISCAL IMPACT:

The Short Form Professional Services Agreement will be paid from Measure C bond funds.

RECOMMENDATION:

The Superintendent/President recommends that the Board approve the Short Form Professional Services Agreement for Gary Proctor Construction Consultation in the amount of $10,000 for DSA Inspection Services for the Pomo 4 Roof Replacement Project (# 402B).

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

Consultation

Date: 10/9/07  Consultant: Gary Proctor Construction
Project(s) (name and number): Pomo 4 Roof Replacement (4023)  DSA Inspector Svcs

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: $10,000

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

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

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

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

If not, why not? No changes to legal language

Agenda cover page prepared by: [Signature]  Reviewed by: [Signature]

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

Amendments
Reviewed by: [Signature]

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

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

☐ Appendix B: is the fee appropriate to the scope of work?  
Yes  No  N/A

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

☐ Do the numbers all add up correctly?  
Yes  No

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

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

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

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

Agenda cover page
Reviewed by: [Signature]  
Vice President Al Harrison

☐ 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
CONSULTANT:
Gary Proctor Construction Consultation
1056 Susan Way
Novato, CA 94947
(415) 883-4144 phone / (415) 883-4044 fax (415) 827-2622 cell

October 9, 2007

I. SCOPE OF THE SERVICES

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

1. DSA certified inspector for observation and inspection of Pomo 4 Roof Replacement Project (402B) at the Indian Valley Campus.

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Agreement is $10,000 inclusive of reimbursable expenses to be paid as: (1) □ lump sum; (2) ■ via progress payments; (3) □ per attached schedule of rates and charges, with a guaranteed not to exceed price of $__________.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by October 10, 2007 and complete the Services by December 31, 2007.
IV. TERMS AND CONDITIONS

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

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

   **By U.S. Postal Service:**
   Marin Community College District
   c/o Swinerton Management & Consulting
   P.O. Box 144003
   Kentfield, CA 94914

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

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

(4) Consultant must comply with Appendix A.

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

(6) This instrument is void to the extent it requires payment by the District of more than $10,000.

CONSULTANT

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MARIN COMMUNITY COLLEGE DISTRICT

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<th>Name</th>
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<tr>
<td>Al Harrison</td>
<td>Vice President College Operations</td>
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</tbody>
</table>

Rev. 1_20050804 2  Professional Services Agreement (Consultant) Short Form
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

9. **Non-Discrimination Policy.** Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant’s compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

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

11. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Kentfield, Marin County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Marin
County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District’s issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

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

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated October 9, 2007 between the Marin Community College District (the "District"), and Gary Proctor Construction Consultation ("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

Not applicable.

1.4 Professional Liability Insurance

Not applicable.
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
BACKGROUND:

The District currently owns five (5) portable classroom buildings that will be used for various relocation needs on the Kentfield Campus. While several of these portables will be used for swing space for the PE Complex Modernization project, additional portables are needed.

Authorization to lease portables was approved by the Board on July 24, 2007. The final bids for the lease are due on September 28, 2007. The Board will be asked to approve the selected lease; bid results will be provided at the Board meeting.

FISCAL IMPACT:

The engineer’s estimate for this project is $325,000. This project will be paid from Measure C bond funds budgeted for swing space.

RECOMMENDATION:

The Superintendent/President recommends that the Board award a lease to the identified bidder for the PE Complex Portables Project (# 850F).
MARIN COMMUNITY COLLEGE DISTRICT  
Kentfield, CA 94904

BOARD AGENDA ITEM

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<thead>
<tr>
<th>To:</th>
<th>Board of Trustees</th>
<th>Date:</th>
<th>October 9, 2007</th>
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<tbody>
<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.B.4(a)</td>
<td></td>
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</tbody>
</table>
| Subject:      | Old Science Roof Repair Project (#850E)  
                Award Construction Contract | Reason for Board Consideration: | Enclosure(s):   |

**ACTION – AWARD**

**BACKGROUND:**

On July 18, 2007 the Board authorized the District to accept bids for the Old Science Roof Repairs Project (#850E). Bids will be opened on October 4, 2007.

The District recommends that the Board award a construction contract to the lowest responsible bidder, subject to absence or successful resolution of any bid protests.

Bid results will be provided to the Board at the meeting.

**FISCAL IMPACT:**

The estimated cost of this project, $500,000, will be paid from bond funds budgeted for relocation. The actual amount of this item will be identified on bid day.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board award a contract to the lowest responsible bidder for the Old Science Roof Repairs project (#850E).

---

Administrator Initiating Item  
V-Anne Chernock  
Director of Modernization

Administrator Approving Item  
Albert J. Harrison  
Vice President, College Operations
## MARIN COMMUNITY COLLEGE DISTRICT
Kentfield, CA 94904

**BOARD AGENDA ITEM**

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<td>Superintendent/President</td>
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<tr>
<td>Date:</td>
<td>October 9, 2007</td>
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</tbody>
</table>
| Subject:     | PE Complex Modernization – Project # 308B
               Approve Project and Authorize Bidding |
| Item & File No. | C.12.B.5(a)       |
| Reason for Board Consideration: | ACTION APPROVAL |
| Enclosure(s): | None |

## BACKGROUND:

Kwan Henmi Architecture/Planning has submitted Construction Documents to the Division of the State Architect for the PE Complex Modernization and is anticipating approval on or about November 1. Subject to changes directed by the DSA and final decisions about cost-mandated scope adjustments, the District now seeks Board approval of this modernization project and authorization to begin the bidding process. The bidding process will begin immediately after receipt of DSA approval.

## FISCAL IMPACT:

The reconciled bid day construction cost estimate for the PE Complex Modernization project is currently **$16.1 million**. The project will be paid from Measure C bond funds. Options for adjusting the project's scope or budget, required to bring the project inline with the current $15.6 million budget, will be presented in the afternoon workshop on October 9.

## RECOMMENDATION:

The Superintendent/President recommends that the Board of Trustees approve the PE Complex Modernization project #308B with appropriate scope or budget adjustments, and authorize the District to proceed with bidding.
## BOARD AGENDA ITEM

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<td>From:</td>
<td>Superintendent/President</td>
<td>Item &amp; File No. C.12.B.6(a)</td>
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<tr>
<td>Subject:</td>
<td>Information Technology (IT) and Security Standards</td>
<td>Enclosure(s):</td>
<td></td>
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<tr>
<td>Reason for Board Consideration:</td>
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## ACCEPTANCE

- IT & Security Standards

## BACKGROUND:

Throughout the past 12 to 18 months meetings have occurred with the IT Department, Banner System engineers, Modernization and Maintenance / Operations personnel, to establish baseline technology standards that will accommodate growth and changes at College of Marin as they relate to Information Technology.

Security Standards have also been prepared, to address such items as sensitive records, cash handling, safety, and physical security. Campus Police, administration, faculty, staff, students and Maintenance and Operations personnel have been involved in the process.

Both the IT Standards and the Security Standards will be provided to all architects to be incorporated into their project design work.

The District recommends that the Board accept the Information Technology (IT) and Security Standards.

## FISCAL IMPACT:

None. IT and security work that fit within the Bond Spending Plan will be completed as part of each construction project.

## RECOMMENDATION:

The Superintendent/President recommends that the Board accept the Information Technology (IT) Standards and the Security Standards for the Kentfield and Indian Valley Campuses.
# Marin Community College District

## Board Agenda Item

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<tr>
<td>From:</td>
<td>Superintendent/President</td>
<td>October 9, 2007</td>
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<tr>
<td>Subject:</td>
<td>Signage Master Plan</td>
<td>Item &amp; File No. C.12.B.6(b)</td>
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<td>Reason for Board Consideration:</td>
<td></td>
<td>Enclosure(s):</td>
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## Acceptance

| Acceptance | Signage Master Plan |

## Background:

On May 10, 2006, Kate Keating Associates, Inc. was selected to provide a Signage Master Plan for the Kentfield and Indian Valley Campuses. Kate Keating has worked closely with the Signage Subcommittee (faculty, staff, and students) to determine the size, color, shape, and location of destination and access signage throughout both the Kentfield and Indian Valley Campuses. Standards for interior and exterior signage are outlined and will be provided to all architects for each project.

The District recommends that the Board accept the Signage Master Plan.

## Fiscal Impact:

None. Signage work that fits in the bond budget will be completed as part of each individual project.

## Recommendation:

The Superintendent/President recommends that the Board accept the Signage Master Plan for 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
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<td>From:</td>
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<td>Item &amp; File No: C.12.C</td>
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<td>Subject:</td>
<td>MCCCD Classification and Compensation Study</td>
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<tr>
<td>Reason for Board Consideration:</td>
<td>APPROVAL</td>
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<tr>
<td>Enclosure(s):</td>
<td>Classification and Compensation Proposal</td>
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**BACKGROUND:**

CSEA and District representatives initiated a joint request for proposals for a comprehensive classification and compensation study. The committee is recommending Ewing Consulting Services for this project.

The fee for the CSEA classification study (a total of 74 classifications) will be $39,800 including out-of-pocket expenses.

Additional classifications may be included at a cost of $475 each. The Superintendent/President is recommending the inclusion of the 35 management, supervisory, and confidential classifications at cost of $16,625.

Total cost is $56,425.

**RECOMMENDATION:**

The Superintendent/President recommends that the Board of Trustees approve this consultancy agreement.

Administrator Initiating Item: Linda Beam, Executive Dean, Human Resources and Labor Relations
**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.
## Contracts and Agreement for Services

**OVER $1,000.00**

**MONTHLY REVIEW**

<table>
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<th>Agreement Number</th>
<th>Vendor/Description</th>
<th>Location/Dept.</th>
<th>Amount</th>
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<tbody>
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<td>P0200427</td>
<td>Perfect Timing, Inc</td>
<td>Communications</td>
<td>$6,000.00</td>
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<td>Temporary service for administrative assistant for Communications/Community Relations.</td>
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<tr>
<td>P0200435</td>
<td>Recall Secure Destruction Service</td>
<td>District Wide</td>
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<td>P0200437</td>
<td>US Postal Services</td>
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<td>Postal services for Permit #8, Bulk mail for San Rafael.</td>
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<td>P0200439</td>
<td>Safety-Kleen</td>
<td>Career Education</td>
<td>$1,469.37</td>
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<td></td>
<td>Service and remove automotive cleaning equipment</td>
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<td>P0200446</td>
<td>Protection Service Industries</td>
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<td>$6,169.20</td>
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<td>P0200447</td>
<td>Job Elephant.Com, Inc</td>
<td>Human Resources</td>
<td>$15,000.00</td>
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<td>Employment advertising services in various forms, for 2007-2008.</td>
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<td>P0200449</td>
<td>Kingsborough Atlas Tree Surgery, Inc</td>
<td>Maintenance-Grounds</td>
<td>$3,995.00</td>
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<td></td>
<td>Removal and stump grinding of chestnut tree, left entrance of Fusselman Hall and Elm tree between Fusseman and Dickson Halls, work performed on weekend.</td>
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<td>P0200452</td>
<td>McQuary Services</td>
<td>Maintenance</td>
<td>$5,676.00</td>
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<td>P0200459</td>
<td>Vista Test Center</td>
<td>Maintenance</td>
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<td>Maintenance vehicle smog test services for Fiscal Year 2007/2008.</td>
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<td>P0200466</td>
<td>Megan Kenyon</td>
<td>Performing Arts</td>
<td>$1,000.00</td>
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<td>Scenic painter for production Dancing at Lughnasa.</td>
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<td>P0200479</td>
<td>Robert Half Technology</td>
<td>Learning Resources Center</td>
<td>$4,020.00</td>
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<td>Temporary services for services with basic skills, for Bernie Blackman.</td>
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<td>P0200483</td>
<td>Lexipol</td>
<td>Police</td>
<td>$1,950.00</td>
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<td>P0200495</td>
<td>All Star Rental</td>
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<td>$1,865.16</td>
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<td></td>
<td>Delivery, rental and pick-up services for boom lift for Electrician.</td>
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<td>P0200505</td>
<td>Law Office of Larry Frierson</td>
<td>College Operations</td>
<td>$16,794.80</td>
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<td>Legal services for August 2007.</td>
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<td>P0200514</td>
<td>Smile Business Products</td>
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<td>United Site Service</td>
<td>Maintenance</td>
<td>$2,909.16</td>
</tr>
<tr>
<td></td>
<td>Rental services of ADA compliant sinks and</td>
<td></td>
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<tr>
<td></td>
<td>portable toilets for PE fields at Kentfield.</td>
<td></td>
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<td></td>
<td>2,909.16 shared with Branson. (Restricted)</td>
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<td>P0200540</td>
<td>Commission On Athletics</td>
<td>District Wide</td>
<td>$6,215.00</td>
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<td>P0200541</td>
<td>Student Insurance</td>
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<td>International student insurance services for 2007/2008.</td>
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<td>P0200546</td>
<td>Andrew Frescokes Architect</td>
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<td>Architectural services to develop plans and specifications for bleacher repair at Kentfield Football Field in accordance with preliminary work.</td>
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<td>P0200549</td>
<td>Marin Independent Journal</td>
<td>Communications</td>
<td>$6,000.00</td>
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<tr>
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<td>Advertising services in the TV guide section of the paper for the College.</td>
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<td>P0200550</td>
<td>InfoUSA</td>
<td>Communications</td>
<td>$2,055.33</td>
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<td>Information services for list of Marin County demographics, age 25-59, 2 years college, 12,000 names, age 60 and older, all education levels 26,150 names.</td>
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<td>P0200564</td>
<td>Easy Permit Postage</td>
<td>Logistics</td>
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<td>Postal mailing services for Permit 53 mailing account.</td>
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<td>P0200565</td>
<td>Cheri Pratt</td>
<td>Communication</td>
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<td>Newspaper article clipping services for College for various local newspapers.</td>
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<td>P0200595</td>
<td>Computerland of Silicon Valley</td>
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<td>P0200600</td>
<td>School Dude</td>
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<td>P0200606</td>
<td>Hutton Sherer Marketing Advertising</td>
<td>Communications</td>
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<td>P0200607</td>
<td>Casey Printing</td>
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<td>Community Report Printing services.</td>
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<td>Agreement Number</td>
<td>Vendor/Description</td>
<td>Location/Dept.</td>
<td>Amount</td>
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<td>Sonoma Valley Publishing</td>
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<td>Printing services for student newspaper, Echo Times, for 2007/2008.</td>
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<td>AT&amp;T Yellow Pages</td>
<td>Communications</td>
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<td>Directory advertising services in the AT&amp;T Yellow Pages.</td>
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<td>P0200622</td>
<td>West Coast Intercollegiate Soccer Officials</td>
<td>Physical Education</td>
<td>$5,700.00</td>
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<td>Soccer officiating services for Men’s and Women’s Soccer for 2007/2008.</td>
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<td>Western Plumbing and Heating</td>
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<td>IVC pool boiler cleaning.</td>
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<td>P0200641</td>
<td>Computerland of Silicon Valley</td>
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<td>$27,891.00</td>
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<td></td>
<td>Campus Computer site licences including Project Pro, Visio Pro and SQL Server Cals.</td>
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</tbody>
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**Restricted**

<table>
<thead>
<tr>
<th>Agreement Number</th>
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<tr>
<td>P0200462</td>
<td>Barbara Inwald, DO</td>
<td>Health Center</td>
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<td>United Site Service</td>
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<td>Rental services of ADA compliant sinks and portable toilets for PE fields at Kentfield. 2,909.16 shared with Maintenance. (Unrestricted)</td>
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<td>P0200598</td>
<td>Shelly Browning</td>
<td>Disabled Students</td>
<td>$1,724.75</td>
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<td>Interpreting services for disabled students.</td>
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<td>P0200613</td>
<td>Campus Bistro</td>
<td>CARE</td>
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<td>Lunch services/vouchers for CARE Students.</td>
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